

ORIGINAL

18-54894

FIRST AMENDMENT TO
AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY AND OWNER

THIS FIRST AMENDMENT, to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner (hereinafter referred to as "Agreement"), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **MERITAGE HOMES OF CALIFORNIA, INC.**, a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 860 Stillwater Road, Suite 200A, West Sacramento, California 95605 (hereinafter referred to as "Owner"); concerning **WEST VALLEY VILLAGE UNIT 5B PHASE-2, TM 99-1359R** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 15th day of July, 2014.

RECITALS

WHEREAS, County, and Owner entered into that certain Subdivision Improvements Agreement on July 15, 2014, in connection with the Subdivision, copy of which Agreement is incorporated herein and made by reference a part hereof;

WHEREAS, the Agreement, requires Owner to complete the subdivision improvements thereunder on or before July 14, 2016, and Owner has not completed all of the improvements but has requested an extension of time to complete the subdivision improvements subject to the terms and conditions contained herein, to July 14, 2019, amending **Section 3**;

WHEREAS, one of County's notice recipients with responsibility for administering this Agreement have changed, amending **Section 27**;

WHEREAS, County officer or employee with responsibility for administering this Agreement has changed, amending **Section 28**;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, do hereby agree to amend the terms of the Agreement in this First Amendment to read as follows:

I. All references to Community Development Agency, Transportation Division, throughout the Agreement are substituted with Department of Transportation.

II. Section 3 is amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before July 14, 2019.

III. Section 27 is hereby amended to read as follows:

27. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Adam Bane, P.E.
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Meritage Homes of California, Inc.
860 Stillwater Road, Suite 200A
West Sacramento, California 95605

Attn.: Barry Grant
Division President

or to such other location as Owner directs.

IV. Section 28 shall be amended to read as follows:

28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, Deputy Director, Development/ROW/Environmental, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of that certain Agreement dated July 15, 2014, as thereafter amended, shall remain unchanged and in full force and effect.

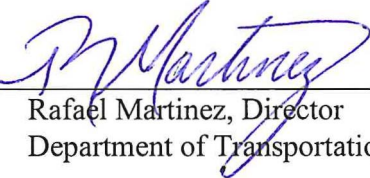
Requesting Contract Administrator Concurrence:

By: 

Andrew S. Gaber, P.E.
Deputy Director
Development/ROW/Environmental
Department of Transportation

Dated: DEC 12, 2018

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 12/13/18

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that certain Subdivision Improvement Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.


-- COUNTY OF EL DORADO --

By: 

Dated: 11/29/2019


Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 11/29/2019

-- MERITAGE HOMES OF CALIFORNIA, INC. --

By: 
Barry Grant
Division President
"Owner"

Dated: 11/27/18

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On Nov. 27 2018 before me, Victoria Adams, Notary Public,
(here insert name and title of the officer)

personally appeared

Barry Grant

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Victoria Adams



(Seal)


SECRETARY'S CERTIFICATE

MERITAGE HOMES OF CALIFORNIA, INC.

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – General Counsel and Secretary of Meritage Homes of California, Inc., a California corporation (the “Company”).

I also do hereby certify that Barry Grant is the duly appointed Division President for the Northern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute documents, contracts, and agreements relating to land planning and development, such as easements, declarations of covenants, conditions, and restrictions / condominium declarations, joint development agreements, development agreements, and contracts and agreements with contractors, subcontractors, vendors, and other third parties.

Dated: November 27, 2018

By:  _____
Name: C. Timothy White
Title: Executive Vice President –
General Counsel and Secretary