

ATTACHMENT A
FIRST AMENDMENT TO AGREEMENT TO IMPROVE MAJOR SUBDIVISION

**AMENDMENT TO THE JOINT AGREEMENT TO IMPROVE MAJOR
SUBDIVISION, SUBSTITUTION OF PARTIES, INCREASE
AMOUNT OF SECURITY, AND SUBSTITUTE SECURITY
(COUNTY OF SAN DIEGO TRACT NO. 5410-1, FINAL MAP 16279)
(PDS2023-LDPCHG-01326)**

This Amendment to the Joint Agreement to Improve Major Subdivision, is made and entered into this ____ day of _____, 20____, between the County of San Diego, a political subdivision of the State of California ("County"), the Valley Center Municipal Water District ("District"), Marquart Bonsall Ranch, LLC, a California limited liability company, ("Former Owner"), and Jaime Serrato and Maria Serrato, trustees of The Serrato Living trust dated May 12, 2000 ("New Owner"), with respect to the following:

RECITALS

- A. The Director of Planning and Development Services Department for the County ("Director") approved the Final Map for County of San Diego Tract No. 5410-1 (Final Map No. 16279) consisting of nine single family residential lots on a total of 44.17 acres.
- B. As a condition of approval of the aforementioned Subdivision in compliance with the Subdivision Map Act, Gov. Code § 66410, et seq., and Section 81.404 of the San Diego County Code of Regulatory Ordinances ("County Code"), the original Owner of the Subdivision agreed to construct certain public improvements pursuant to the "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5410-1", approved by the County Board of Supervisors on June 21, 2018 ("Joint Improvement Agreement").
- C. New Owner has acquired ownership the Subdivision per Document No. 2023-0141232 recorded May 31, 2023, and agrees to fully assume all obligations of the Former Owner relating to the Joint Improvement Agreement.

AGREEMENT

WHEREFORE, it is agreed by and between the County, District, Former Owner, and New Owner as follows:

- 1. New Owner fully and unconditionally assumes all obligations of Former Owner as stated in the Joint Improvement Agreement, including but not limited to the obligations to furnish, at their own cost and expense, all labor, equipment, and material to complete the subdivision improvements specified in the Joint Improvement Agreement.

2. Former Owner is hereby released from all obligations stated in the Joint Improvement Agreement.
3. The Joint Improvement Agreement is hereby amended by substituting New Owner in place of Former Owner in all places. For the avoidance of doubt, Former Owner is described as "Owner" throughout the Joint Improvement Agreement. As amended, when the Joint Improvement Agreement refers to the Owner, it shall mean, "New Owner," as defined in this Agreement.
4. The performance completion date as specified in the First Paragraph is hereby extended to 730 days from the date of approval of this amendment.
5. The Total Estimated Amount of the estimated cost of the improvements required in the First Paragraph of the Improvement Agreement, as amended by this Amendment, is hereby replaced by the amount of \$1,111,000.00.
6. New Owner provides to County the attached "Joint Improvement Security Agreement Faithful Performance Bond" and "Joint Improvement Security Agreement Labor and Material Bond", as required by the Joint Improvement Agreement, to guarantee the performance of all acts, duties and obligations set forth in the Joint Improvement Agreement.
7. Except as herein amended, the Joint Improvement Agreement and all provisions, terms and conditions thereof shall remain in full force and effect.
8. Notwithstanding any provisions in this Amendment to the Joint Improvement Agreement to the contrary, no release, termination or substitution of parties authorized herein shall relieve a party of liability for any loss, claim or damage sustained by another party as a result of any breach of the terms and conditions of the Joint Improvement Agreement.
9. This Amendment to the Joint Improvement Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assumption Agreement to be executed as of the date first written above.

FORMER OWNER

MARQUART BONSALL RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, As Owner

By: 
Douglas A. Marquart, Manager


CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 San Diego)

ON April 1st, 2024 BEFORE ME, J. Lovelady, A

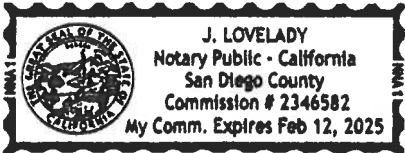
NOTARY PUBLIC, PERSONALLY APPEARED Douglas A. Marquart, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS 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 
PLEASE PRINT
NAME: J. Lovelady

MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY.

MY COMMISSION EXPIRES February 12, 2024.

MY COMMISSION NO. IS 2346582



NEW OWNER

Jaime Serrato and Maria Serrato, trustees of The Serrato Living trust dated May 12, 2000

By: *Jaime Serrato*
Jaime Serrato

By: *Maria Serrato*
Maria Serrato

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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STATE OF California)
COUNTY OF San Diego)

ON March 27, 2024 BEFORE ME, J. Lovelady,

A NOTARY PUBLIC, PERSONALLY APPEARED Jaime Serrato and Maria Serrato, 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 THIS 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 *J. Lovelady*
PLEASE PRINT
NAME: J. Lovelady

MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego
COUNTY.

MY COMMISSION EXPIRES February 12, 2025.

MY COMMISSION NO. IS 2346582



COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Clerk of the Board of Supervisors

By: Emily Helms
Senior Deputy



Valley Center Municipal Water District

By: _____
Printed name GARY T. ARANT
Title GENERAL MANAGER

Note: Notary acknowledgements required for signatures

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 San Diego)

On April 18, 2024 before me, J. Lovelady Notary Public
(insert name and title of the officer)

personally appeared Gary T. Arant
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  (Seal)

