

**ATTACHMENT A – FOURTH AMENDMENT TO AGREEMENT TO IMPROVE MAJOR  
SUBDIVISION**

**FOURTH AMENDMENT TO AGREEMENT TO IMPROVE MAJOR SUBDIVISION,  
COUNTY OF SAN DIEGO TRACT NO. 4823-1  
(FINAL MAP NO. 14462) AND LIEN CONTRACT  
(Increase of Security and Extension of Time)**

This Fourth Amendment to Agreement To Improve Major Subdivision, County of San Diego Tract No. 4823-1 and Lien Contract ("Fourth Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of San Diego, a political subdivision of the State of California ("County"), LACA Investments LLC, a California limited liability company and JJJD LLC, a California limited liability company, as 50/50 Tenants-in-Common (hereinafter collectively referred to as Owner) and First American Trust, FSB ("Holder") with respect to the following:

**RECITALS**

A. On September 18, 2002 (20), the Board of Supervisors of the County ("Board") approved the Final Map for Tract No. 4823-1, consisting of 19 single-family residential lots on a total of 58.03 acres. At the time the Final Map No. 14462 was approved, County and JDLC#1, LLC, a California limited liability company ("Former Owner") entered into an agreement dated September 18, 2002, entitled "Agreement to Improve Major Subdivision County of San Diego Tract No. 4823-1" ("Improvement Agreement") to guarantee the construction of private and public improvements as a condition of approval of the subdivision.

B. As initial security for the Improvement Agreement, Former Owner posted a "Lien Contract, Tract No. 4823-1 Fallbrook 9/18/02 (20)," that recorded on September 20, 2002, as Document No. 2002-0807127 ("Lien Contract") in the Official Records of San Diego County, California. For the purpose of implementing the Lien Contract, Former Owner transferred title to Tract No. 4823-1 to North American Real Estate Services, Inc., a California corporation ("Former Holder") by virtue of the Holding Agreement No. 8131526 ("Holding Agreement") recorded on September 20, 2002, as Document No. 2002-0807128 in the Official Records of San Diego County, California.

C. County and Owner entered into an "Agreement To Assume Agreement To Improve Major Subdivision, Lien Contract And Holding Agreement No. 8131526" recorded as Document No. 2007-0030353 on January 16, 2007 ("Assumption Agreement"), wherein Owner fully and unconditionally assumed all obligations of Former Owner stated in the Improvement Agreement, Lien Contract and Holding Agreement. In addition, First American Trust, FSB ("Holder") fully and unconditionally assumed all responsibilities of the Former Holder under the Holding Agreement.

D. Under the terms of the Lien Contract and Holding Agreement, Owner is prohibited from the construction of any improvements or selling any individual lots in

Tract No. 4823-1 until acceptable security is substituted for the Lien Contract, and the Holding Agreement is released.

E. Pursuant to the Improvement Agreement and Lien Contract, Owner is obligated to perform and complete the required improvements within two (2) years of the date of recordation of the Final Map, provided however, that the Board may grant extensions of time to complete the required improvements. On October 22, 2014, the Board granted Owner's request to extend the performance completion date to September 18, 2016.

F. The time to complete performance of the construction of improvements identified in the Improvement Agreement expired on September 18, 2016. Pursuant to the Improvement Agreement and Lien Contract, the performance completion date may be extended by the Board and such extension shall in no way affect the validity of the Improvement Agreement or release any security obligations given for the faithful performance of the Improvement Agreement. Owner adjusted the estimated costs of improvements and acts required in the Improvement Agreement to reflect the current cost figures, at the time. County was willing to amend the Improvement Agreement and the Lien Contract to allow additional time to construct the improvements.

G. The County Subdivision Ordinance, San Diego County Code of Regulatory Ordinance § 81.101 et seq. ("Subdivision Ordinance") was amended and restated by Ordinance No. 10037, effective March 26, 2010. County amended the Improvement Agreement and Lien Contract to update referenced sections of the Subdivision Ordinance consistent with the amended and restated version.

H. County and Owner entered into a "First Amendment to Agreement to Improve Major Subdivision, County of San Diego Tract No. 4823-1 and Lien Contract" ("First Amendment") on June 21, 2017. The Board granted Owner's request to extend the performance completion date to June 21, 2021, (Minute Order No. 9).

I. County and Owner entered into a "Second Amendment to Agreement to Improve Major Subdivision, County of San Diego Tract No. 4823-1 and Lien Contract" ("Second Amendment") on June 29, 2022. The Board granted Owner's request to extend the performance completion date to June 29, 2024, which is two years after the execution of the Second Amendment, (Minute Order No. 1).

J. The Second Amendment incorrectly states that construction of improvements is required within two years after the recordation of the Second Amendment.

K. County of San Diego Board of Supervisors Policy I-21 gives the Director of Planning and Development Services the authority to approve minor modifications to subdivision improvement agreements.

L. County and Owner entered into a "Third Amendment to Agreement to Improve Major Subdivision, County of San Diego Tract No. 4823-1 and Lien Contract" ("Third Amendment") on September 1, 2023. The Third Amendment clarified that the Second Amendment extended the completion date to June 29, 2024, which is two years after the execution of the Second Amendment.

**WHEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Without limiting the ability to grant extensions of the performance completion date or require immediate completion of improvements, the "Second" paragraph of the Improvement Agreement, titled IMPROVEMENTS, and Section I. H. of the Lien Contract are amended to require the construction of the improvements within two years from the approval and execution date of this Fourth Amendment.
2. The estimated costs set forth in the "Third" paragraph of the Improvement Agreement, titled INSPECTION, ACCEPTANCE AND COST ESTIMATE, of the improvements of the streets and/or easements shall be increased to \$1,322,400, the improvement of the water facilities shall be increased to \$944,400. No improvement of sewer facilities is required. Additionally, the inspection and lab deposits are \$92,900 and the setting of final monumentation is estimated to be \$25,000. As a result of these changes, the total estimated amount of required security as set forth in Section 1, titled, Security for Faithful Performance, of the "Eleventh" paragraph, titled Amounts of Security, shall be increased to \$2,384,700. This amount is for performance only and does not include Labor and Materials that is typically an additional fifty percent (50%) of that amount.
3. Exhibit "B" attached to the Lien Contract shall be replaced with an updated Exhibit "B", entitled, "Tract No. 4823-1 Updated Estimate of Cost Per Lien Contract Recorded September 20, 2002 as Doc. No. 2002-0807127," to reflect the current improvement costs at the time the owner seeks to have the County release the Lien Contract.
4. Except as hereinabove amended, all other provisions, terms and conditions of the Improvement Agreement, as amended, and Lien Contract shall remain the same and in full force and effect.

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

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

By: \_\_\_\_\_  
Clerk, Board of Supervisors

By: Emily Helms  
Senior Deputy

LACA Investments, LLC, California limited liability company, owner

*SIGNED IN COUNTER PARTS*

By: \_\_\_\_\_  
Robert J. Kolodny, Manager

\_\_\_\_\_ date

JJJD, LLC, a California limited liability company, owner

*SIGNED IN COUNTER PARTS*

By: \_\_\_\_\_  
Joel M. Pressman, Manager

\_\_\_\_\_ date

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

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

*SIGNED IN COUNTERPARTS*  
By: \_\_\_\_\_  
Clerk, Board of Supervisors

By:  \_\_\_\_\_

*SIGNED IN COUNTERPARTS*

**LACA Investments, LLC**, California limited liability company, owner

By: Robert J. Kolodny  
Robert J. Kolodny, Manager

6/26/24  
date

**JJJD, LLC**, a California limited liability company, owner

By: Joel M. Pressman  
Joel M. Pressman, Manager

6/19/24  
date

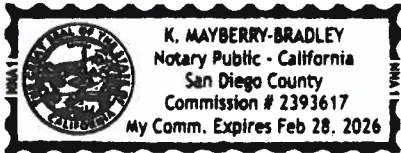
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )

On 6/19/24, before me, K. Mayberry-Bradley, a Notary Public, personally appeared Joel M. Prossman, 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 K. Mayberry-Bradley

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 6/20/24, before me, K. Mayberry-Bradley, a Notary Public, personally appeared Robert J. Bodny, 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 K. Mayberry-Bradley

**FIRST AMERICAN TRUST, FSB, Holder**

By: \_\_\_\_\_  
Name Title

By: \_\_\_\_\_  
Name Title

Note: (1) signatures must be acknowledged



**EXHIBIT "B"****TM 4823-1 UPDATED ESTIMATE OF COST PER LIEN CONTRACT  
RECORDED SEPTEMBER 20, 2002 AS DOC. NO. 2002-0807127****PERFORMANCE SECURITY**

Street and Drainage	\$1,322,400
Water	\$ 944,400
Monumentation	\$ 25,000

**LABOR AND MATERIALS SECURITY**

Street and Drainage	\$ 661,200
Water	\$ 472,200
Monumentation	\$ 12,500

**FEES AND DEPOSITS**

Inspection Deposit	\$ 70,000
Material Lab Deposit	\$ 22,900
C-Permit Deposit	\$ 500

<b>TOTAL LIEN CONTRACT AMOUNT</b>	<b>\$3,531,100</b>
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