

Attachment A

Second Amendment to Agreement to Improve

Major Subdivision

**Recorded Request of
County of San Diego
Department of Planning and
Development Services
When recorded, please mail to:**

County of San Diego
Attn: Greg Anderson
5510 overland ave. Suite 210
San Diego, CA 92123

**SECOND AMENDMENT TO AGREEMENT TO IMPROVE
MAJOR SUBDIVISION SAN DIEGO TRACTNO. 5447-1
(FINAL MAP NO. 15938)**

**SECOND AMENDMENT TO AGREEMENT TO IMPROVE MAJOR
SUBDIVISION, COUNTY OF SAN DIEGO TRACT NO. 5447-1
(FINAL MAP NO. 15938)
(Extension of Time and Increase of Security)**

This Second Amendment to Agreement To Improve Major Subdivision, County of San Diego Tract No. 5447-1 ("Second Amendment") is entered into this _____ day of _____, 20____, between the County of San Diego, a political subdivision of the State of California ("County"), the Rancho Santa Fe Community Services District ("District") and MM RSF Land, LP, a California limited partnership ("Owner") with respect to the following:

RECITALS

A. On September 11, 2013 (8), the Board of Supervisors of the County ("Board") approved the Final Map for Tract No. 5447-1 (Final Map No. 15938), consisting of seven single family residential lots on a total of 39.42 acres. At the time the Final Map No. 15938 was approved, County and Owner entered into an unrecorded agreement entitled "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5447-1" ("Improvement Agreement") to guarantee the construction of private and public improvements as a condition of approval of the subdivision.

B. As security for the Improvement Agreement, the County, District and New Owner and First American Trust, FSB ("Holder") entered into that certain "Joint Lien Contract" recorded on September 16, 2013, as Document No. 2013-0569501 in the Official Records of San Diego County, California, to secure the obligation to construct the improvements identified in the Subdivision Improvement Agreements. In accordance with the Joint Lien Contract, title to the subdivisions identified in the Subdivision Improvement Agreements, as amended, was transferred to Holder pursuant to that certain "Holding Agreement No. 1082-0314-00" dated April 24, 2013.

C. The Improvement Agreement required the Owner to perform certain acts, and at his or her own cost and expense, to furnish all labor, equipment and material, and within two (2) years from the date of approval of Agreement by said Board, to perform and complete in a good, workmanlike manner, according to the plans and specifications attached thereto and made a part of that Agreement, the subdivision improvements specified therein.

D. County Code Section 81.405 delegates to the Director of Planning and Development Services ("PDS") the authority to grant a one-time extension of up to two additional years from the date by which improvements required to be constructed by the Agreement. The Board, however, may grant additional time extensions. Under this authority, the Director of PDS granted a two (2) year

extension of the performance completion date for the improvements set forth in the Agreement until September 11, 2017.

E. On October 12, 2022, the Board of Supervisors of San Diego County ("Board") approved the "FIRST AMENDMENT TO AGREEMENT TO IMPROVE MAJOR SUBDIVISION, COUNTY OF SAN DIEGO TRACT NO. 5447-1 FINAL MAP NO. 15938)" an extension of the performance completion date for the improvements set forth in the Agreement until October 12, 2024.

F. On January 24, 2023, PDS approved the "AGREEMENT TO ASSUME JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION (COUNTY OF SAN DIEGO TRACT NO. 5447-1, FINAL MAP 15938)", entered into by County, District, Former Owner, Owner, and Holder, whereby Owner fully assumed all rights and obligations relating to the Joint Improvement Agreement, Joint Lien Contract and Holding Agreement.

G. Whereas, it would not be in the public interest to require installation of the required improvements sooner than two years after the execution of this Amendment;

H. Whereas, to date, no lots have been sold, no permits have been issued on any of the property and no construction of any of the required improvements has begun;

WHEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The above Recitals are binding and incorporated into this Agreement to Assume by reference.
2. Without limiting the ability to grant extensions of the performance completion date or require immediate completion of improvements, Paragraph I (Release of Lien Contract) and Paragraph II (Improvements) are amended to require the construction of the improvements and provision of the substitute security within two years of the recordation of this Second Amendment.
3. The estimated costs set forth in Paragraph 3 (Inspection, Acceptance and Cost Estimate) shall be amended as follows:

Improvements of the Streets and/or Easements:	\$3,053,700
Improvements of the Sewer Facilities:	\$ 658,100
Improvements of Water Facilities:	\$ 426,300
Inspection and Lab Deposits:	\$ 150,700
Setting of Monuments:	\$ 16,000

As a result of these changes, the total estimated amount of required security as set forth in Section 1 of the "Eleventh" paragraph shall be amended to

\$4,304,800. This amount is for performance only and does not include Labor and Materials that is typically an additional fifty percent (50%) of that amount.

4. Exhibit "B" attached to the Lien Contract shall be replaced with an updated Exhibit "B", entitled, "Tract No. 5447-1 Updated Estimate of Cost Per Lien Contract Recorded September 16, 2013, as Document No. 2013-0569501", attached hereto and incorporated herein. The cost estimate shall be updated to reflect the current improvement costs at the time the owner seeks to have the County release the Lien Contract.

5. Except as hereinabove amended, all other provisions, terms and conditions of the Improvement Agreement shall remain the same and in full force and effect.

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

[signature pages to follow]

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL



By: _____
Clerk, Board of Supervisors

By: Emily Helms
SENIOR DEPUTY

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 _____)

COUNTY OF _____)

ON _____, 20__ BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____,
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: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER IS _____

MY COMMISSION EXPIRES _____, 20__

RANCHO SANTA FE COMMUNITY SERVICES DISTRICT

By: 
Name: Chuck Duffy Title: General Manager

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 CA
COUNTY OF San Diego

ON 3/6, 2025 BEFORE ME, Arthur Patrick Arquilla

NOTARY PUBLIC, PERSONALLY APPEARED Charles Duffy
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

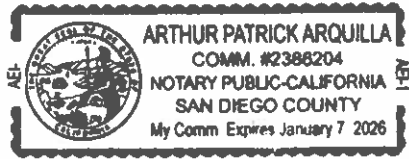
SIGNATURE 

PLEASE PRINT NAME: Arthur Patrick Arquilla

MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY.

MY COMMISSION NUMBER IS 2386204

MY COMMISSION EXPIRES 1/7, 2026



FIRST AMERICAN TRUST, FSB , Holder

By: Mary E. Vasquez
Name: Mary E. Vasquez, SVP
Title: Senior Vice President

By: Robert Graham
Name: Robert Graham
Title: Vice President

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 Orange

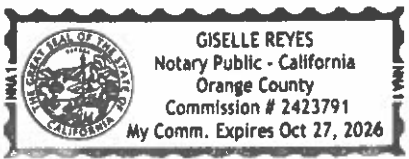
ON January 23, 2025 BEFORE ME, Giselle Reyes

NOTARY PUBLIC, PERSONALLY APPEARED Mary E. Vasquez and Robert Graham, 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 [Signature]



PLEASE PRINT NAME: Giselle Reyes

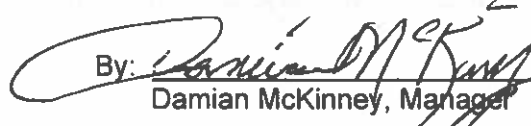
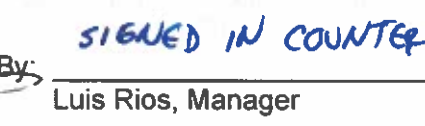
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY.

MY COMMISSION NUMBER IS 2423791

MY COMMISSION EXPIRES Oct. 27, 2026

MM RSF Land, LP, a California limited partnership

By: MM RSF GP, LLC, a California limited Liability company
Its: General Partner

By:  By:  *SIGNED IN COUNTERPARTS*
Damian McKinney, Manager Luis Rios, Manager

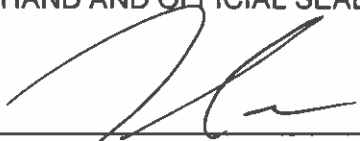
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF Arizona
COUNTY OF YAVAPAI

ON Feb 24th, 2025 BEFORE ME, Justin Wallace-Nichols

NOTARY PUBLIC, PERSONALLY APPEARED Damian McKinney, 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.
Arizona - JWN
WITNESS MY HAND AND OFFICIAL SEAL

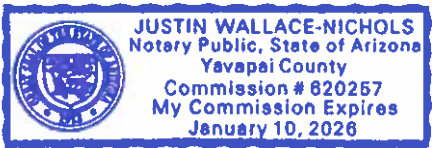
SIGNATURE 

PLEASE PRINT NAME: Justin Wallace-Nichols

MY PRINCIPAL PLACE OF BUSINESS IS IN YAVAPAI COUNTY.

MY COMMISSION NUMBER IS 620 257

MY COMMISSION EXPIRES Jan 10, 2026



MM RSF Land, LP, a California limited partnership

By: MM RSF GP, LLC, a California limited Liability company
Its: General Partner

SIGNED IN
By: COUNTERPARTS
Damian McKinney, Manager

By: 
Luis Rios, Manager

SEE ATTACHED NOTARY CERTIFICATE

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 _____)

COUNTY OF _____)

ON _____, 20____ BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED Damian McKinney, 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: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER IS _____

MY COMMISSION EXPIRES _____, 20____

8

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 FEB 24, 2025 BEFORE ME, Daniel Gerrard,

NOTARY PUBLIC, PERSONALLY APPEARED Luis Rios, 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.

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WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE

PLEASE PRINT NAME: Daniel Gerrard

MY PRINCIPAL PLACE OF BUSINESS IS IN SAN DIEGO COUNTY.

MY COMMISSION NUMBER IS 2497611

MY COMMISSION EXPIRES SEP 12, 2028

Note: (1) signatures must be acknowledged

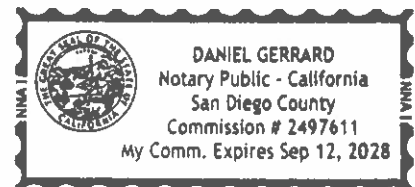


EXHIBIT "B"

Tract No. 5447-1 Updated Estimate of Cost
Per Lien Contract Recorded September 16, 2013,
as Document No. 2013-0569501

SECURITY

Street and Drainage	\$3,053,700
Water Improvements	\$ 426,300
Sewer Improvements	\$ 658,100
Monumentation	\$ 16,000

LABOR AND MATERIAL SECURITY

Street and Drainage	\$1,526,850
Water Improvements	\$ 213,200
Sewer Improvements	\$ 329,100
Monumentation	\$ 8,000

FEES AND DEPOSITS

Inspection Deposit	\$ 26,100
Material Lab Deposit	\$ 41,600
C-Permit Deposit	\$ 0

GRADING PERMIT L-15553

Performance	\$ 733,600
Cash Security	\$ 10,000
Inspection Deposit	\$ Incl
Structural Deposit	\$ Incl

OPEN SPACE MAINTENANCE AGREEMENT

Endowment Fund	\$ 307,578
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TOTAL LIEN CONTRACT AMOUNT	\$7,350,128
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10