

**ATTACHMENT A – THIRD AMENDMENT TO AGREEMENT TO IMPROVE MAJOR
SUBDIVISION AND SECOND AMENDMENT TO THE JOINT LIEN CONTRACT AND
HOLDING AGREEMENT**

Recording Requested By and When
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County of San Diego Dept. of
Planning and Development
Services Attention: Land
Development

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**THIRD AMENDMENT TO AGREEMENT TO
IMPROVE MAJOR SUBDIVISION AND SECOND AMENDMENT TO THE
JOINT LIEN CONTRACT AND HOLDING AGREEMENT
(EXTENSION OF TIME TO COMPLETE IMPROVEMENTS)
(COUNTY OF SAN DIEGO TRACT NO. 4750-1, FINAL MAP 14502)**

This Third Amendment to the Joint Agreement to Improve Major Subdivision and Second Amendment to the Joint Lien Contract and Holding Agreement No. 1082-0322-00 (collectively referred to as "Amendments"), is made and entered into this ____ day of _____, 20____, between the County of San Diego, a political subdivision of the State of California ("County"), Rainbow Municipal Water District ("District"), First American Trust, FSB ("Holder"), and Mire Rancho, LLC, a California limited liability company ("Owner"), with respect to the following:

RECITALS

- A. On December 4, 2002 (14), the Board of Supervisors of the County ("Board") approved the subdivision of property located in the Fallbrook Community Plan Area (D5) more particularly described as County of San Diego Tract No. 4750-1, Final Map No. 14502 ("Subdivision").
- 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. 4750-1", approved by the County Board of Supervisors on December 4, 2002 ("Joint Improvement Agreement").
- C. On June 23, 2010 (6), the Board extended to June 23, 2012, the performance completion date for the Subdivision.
- D. On October 28, 2015, the County, District, Former Owner, and Owner entered into an agreement titled "Joint Lien Contract Substitute Security, Change

of Ownership, and Extension of Time-Single District" ("Lien Contract") extended to October 28, 2017, the performance completion date for the Subdivision.

E. Former Owner and Holder entered into an agreement entitled "Holding Agreement No. 1082-0322-00" ("Holding Agreement"), recorded on November 16, 2015 as Document No. 2015-0594703 of Official Records of San Diego County, California, whereby title to the Subdivisions was transferred to Holder for the purpose of implementing the Joint Lien Contracts. The new Holding Agreement No. assigned by First American, Trust, FSB is 1082-0348-00 for TM 5394-1.

F. On September 24, 2024, the Director of Planning and Development Services approved an agreement titled "SECOND AMENDMENT TO AGREEMENT TO IMPROVE MAJOR SUBDIVISION AND FIRST AMENDMENT TO THE JOINT LIEN CONTRACT AND HOLDING AGREEMENT" 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 and Holding Agreement No. 1082-0322-00 was amended by substituting Agreement No. 1082-0354-00 in place of Agreement No. 1082-0322-00 in all places.

AGREEMENT

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

1. The above recitals are hereby incorporated into this Third Amendment by reference.
2. The time to perform and complete improvements shall be extended to two years (2) from the approval date of this Third Amendment by the Board of Supervisors.
3. The County Subdivision Ordinance, San Diego County Code of Regulatory Ordinances § 81.101 et seq., ("Subdivision Ordinance") was amended and restated by Ordinance No. 10037, effective March 26, 2010. The Joint Improvement Agreement is hereby amended and shall be interpreted in a manner consistent with the Subdivision Ordinance, as amended. By way of example, references to former Section 81.406.1 would now be to Section 81.409.
7. Except as herein amended, the Agreements and all provisions, terms and conditions thereof shall remain in full force and effect.
8. Whenever references are made in the Joint Improvement Agreement to County and/or District, the County and the District may act or exercise rights under the agreements either: (a) jointly, or (b) severally and individually acting independently of the other.

9. Notwithstanding any provisions in these Amendments 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.

10. These Amendments 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.

11. These Amendments shall be governed by and construed according to the laws of the State of California without regard to choice of law principles. Venue for any litigation shall be brought only in the state courts of California or in the federal courts located in San Diego County, California. New Owner consents to personal jurisdiction in such courts and hereby waives any defense of lack of personal jurisdiction.

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

OWNER

MIRE Rancho LLC, a California limited liability company

By: [Signature]
Reshef Swisa, Manager

By: [Signature]
Michael Oirech, 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 9-24, 2025 BEFORE ME, BRANDON EVANS

A NOTARY PUBLIC, PERSONALLY APPEARED Reshef Swisa and Michael Oirech, 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: BRANDON EVANS

MY PRINCIPAL PLACE OF BUSINESS IS IN SAN Diego
COUNTY.

MY COMMISSION EXPIRES 02/29, 2028

MY COMMISSION NO. IS 2481225



HOLDER

First American Trust, FSB, Trustee under Trust No. 1082-0354-00, formerly 1082-0322-00

By: Cathie L. Paris V.P.
Name Cathie L. Paris Title: Vice President
Cathie L. Paris, Vice President
First American Trust, FSB

By: Robert Graham Vice President
Name Robert Graham Title:

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A NOTARY PUBLIC OR 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 September 23, 2025 BEFORE ME, Yaretmi Tenorio Valente Notary Public,
A NOTARY PUBLIC, PERSONALLY APPEARED

Cathie L. Paris 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: Yaretmi Tenorio Valente
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange
COUNTY.
MY COMMISSION EXPIRES March 13, 2029.
MY COMMISSION NO. IS 2514284



COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL



By: _____
Clerk of the Board of Supervisors

By: Emily Helms
Senior Deputy

Rainbow Municipal Water District

By: Jake Wiley
Name: Jake Wiley
Title: General Manager

Note: Notary acknowledgements required for signatures

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 October 23, 2025 before me, Terese Quintanar, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jake Wiley
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: 6 Signer(s) Other Than Named Above: Rashel Swiso, Michael Dirsch

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: