

**FIRST AMENDMENT TO
AGREEMENT NO. MA-080-16011447**

(Cow Camp Road Segment 2 – Ortega Highway Interchange)

Cow Camp Road Segment 2

Grant Agreement between RMV Community Development, LLC and County of Orange concerning distribution of Orange County Transportation Authority Measure M2 Funds for provision of design and engineering services relative to "Segment 2" of the Cow Camp Road project (extending from Planning Area 2 of the Ranch Plan to Ortega Highway).

This First Amendment to Agreement No. MA-080-160 1144 7 ("Agreement") is made this day of , 2021 ("**Effective Date**") is made and entered into this 12th day of April, 2016 ("Effective Date") by and between the County of Orange, California, a political subdivision of the State of California ("County"), and RMV Community Development, LLC, a California limited liability company ("RMV"). County and RMV are hereafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. On November 8, 2004, the County Board of Supervisors approved a General Plan Amendment (Resolution No. 04-291), Zone Change (Resolution No. 04-292/Ordinance No. 04-014) and Development Agreement (Resolution No. 04-293/Ordinance No. 04-015) establishing a comprehensive land development and conservation plan for the remaining 22,815 acres of the historic Rancho Mission Viejo. The collective elements of the development and conservation plan are commonly known as the "Ranch Plan."

A. The County and RMV are parties to that certain Agreement No. MA-080-16011447 dated April 12, 2016 (the "**Agreement**"). All capitalized terms appearing in this First Amendment and not specifically defined herein shall have the same meanings as ascribed in the Agreement.

B. The parties to the Ranch Plan Development Agreement are (i) the County and (i-i) the owners ("Owners") of the individual Rancho Mission Viejo lands comprising the Ranch Plan project area. In relevant part, the Ranch Plan Development Agreement requires the Owners to participate in a regional development impact fee program referred to as the South County Road Improvement Program ("SCRIP") which is administered by the County. The Owners have designated RMV to act on their behalf with respect to coordinating the development of the Ranch Plan, including compliance with (and participation in) SCRIP.

B. The Agreement addresses certain roles and responsibilities of the Parties in relation to the implementation of "**Segment 2**" of the Cow Camp Road right-of-way improvement program. Notably, Segment 2 is designated as that 2.25+/- mile portion of Cow Camp Road ("**CCR**") that extends east from the Village of Esencia and connects with Ortega

Highway (SR 74). Ortega Highway is a right-of-way that is under the control and jurisdiction of the State of California (“Caltrans”).

~~C. Notably, the Ranch Plan Development Agreement provides for partial funding contributions by the Owners for the design and construction of Cow Camp Road, a major/primary arterial extending easterly from Antonio Parkway, ultimately connecting at / intersecting with Ortega Highway (the “CCR Project”).~~

C. Development of Segment 2 will require construction of a new at-grade intersection (or “roundabout”) at the CCR / Ortega Highway interconnection (the “Roundabout Project”). Pursuant to State law, any activities that may affect a State-owned/controlled highway are subject to the review and approval of Caltrans. Accordingly, implementation of the Roundabout Project will require coordination and cooperation with Caltrans.

~~D. Pursuant to the Ranch Plan Development Agreement, the Owners are obligated to provide sixty-seven percent (67%) of the funding for the design (or applicable portion thereof) and construction of the CCR Project through contributions made to SCRIP. The County is entitled to collect SCRIP funds for the CCR Project or issue credits based on services provided, applicable right-of-way donated, and/or construction performed for qualifying transportation improvement projects identified in SCRIP throughout the south Orange County area.~~

D. Concurrent with the execution and delivery of this First Amendment, the County is entering into an agreement (“Cooperative Agreement”) with Caltrans that addresses, in relevant part, (i) Caltrans’ issuance of an encroachment permit in connection with the Roundabout Project (the “Encroachment Permit”) and (ii) the County’s obligations in connection with the Roundabout Project and the Encroachment Permit. A copy of the Cooperative Agreement is attached hereto as Exhibit A.

~~E. Because the land underlying the CCR Project is currently owned by the Owners and is not an existing public right-of-way, it is intended that RMV will design the CCR Project and the County will incur specific labor and processing costs during the review/approval of the design and engineering documents prepared for the CCR Project.~~

E. By virtue of the County’s status as a public agency, Caltrans is willing and able to waive the fees that Caltrans would otherwise charge and collect in connection with its issuance of the Encroachment Permit, because the County is designated as the applicant to the State for the Roundabout Project. Notwithstanding, the County will incur certain costs and expenses in connection with its processing / receipt of the Encroachment Permit and compliance with the Cooperative Agreement.

F. In 2006, the County received approval from the Orange County Transportation Authority ("OCTA") for updating an amendment to the Master Plan of Arterial Highways for the County of Orange. Cow Camp Road was included in this update.

F. RMV acknowledges the benefits that will accrue from the County's execution and performance of the Cooperative Agreement (i.e., cost savings associated with Caltrans' waiver of its fees and charges in connection with the Encroachment Permit). In consideration of these benefits, RMV is willing and able to (i) reimburse the County for all costs incurred by the County in obtaining the Encroachment Permit, (ii) provide to the County all right-of-way easements which are necessary as a condition of the Encroachment Permit and the Cooperative Agreement ("Required Easements") and (iii) cover all costs associated with the future transfer of the Required Easements from the County to Caltrans.

G. In March 2011, the County submitted an application to the OCTA ("Segment 1 Application") requesting that the OCTA distribute to County certain Measure M2 funds that could be utilized in connection with the design and engineering of Segment 1 of the CCR Project. "Segment 1" of the CCR Project refers to that portion of Cow Camp Road that begins at Antonio Parkway ("Beginning Point") and continues east for approximately one (1) mile to a point just easterly of the "F" Street/Foothill Transportation Corridor South (SR-241) alignment ("Current Terminus Point").

G. The Parties are desirous of amending the Agreement in order to memorialize (i) the County's commitment to perform its obligations under the Cooperative Agreement and to obtain the Encroachment Permit (all in furtherance of Segment 2) and (ii) RMV's commitment to perform those obligations which are identified in the preceding Recital.

H. On June 27, 2011, the OCTA Board approved the Segment 1 Application and agreed to provide to the County \$1,000,000 in Measure M2 Funds for Segment 1 design and engineering activities.

I. On October 24, 2014, the County submitted another application to the OCTA ("Segment 2 Application") requesting the distribution of additional Measure M2 funds that would be utilized in connection with the design and engineering of Segment 2 of the CCR Project. "Segment 2" of the CCR Project refers to that portion of Cow Camp Road that begins at the Current Terminus Point and continues east for approximately two and one-quarter (2.25) miles to a connection point with Ortega Highway (SR-74) ("End Point").

J. On April 27, 2015, the OCTA Board approved the Segment 2 Application and agreed to provide to the County \$3,250,000 in Measure M2 Funds for Segment 2 design and engineering activities.

~~K. Following the OCT A's approval of the Segment 1 Application, RMV and the County entered into that certain agreement entitled Agreement No. 011-040 (Grant Agreement between Rancho Mission Viejo, LLC and County of Orange concerning distribution of Orange County Transportation Authority Measure M2 Funds for provision of design and engineering services relative to Cow Camp Road from Antonio Parkway extending for over 1 mile to the vicinity of the future extension of Foothill Transportation Corridor South), dated July 19, 2011, wherein the County agreed to provide to RMV up to \$1,000,000 of the allocated OCT A Measure M2 Funds to offset a portion of RMV's costs and expenses incurred in the design and engineering of Segment 1 of the CCR Project.~~

~~L. RMV and the County have heretofore successfully implemented the provisions of Agreement No. 011-040 in relation to the County's disbursement of allocated OCTA Measure M2 Funds to RMV for Segment 1 design and engineering services.~~

~~M. In light of the foregoing, RMV and the County are desirous of entering into this Agreement concerning the County's provision of up to \$3,250,000 of Measure M2 Funds (as allocated by the OCT A in response to the Segment 2 Application) in order to offset a portion of RMV's costs and expenses incurred in the design and engineering of Segment 2 of the CCR Project.~~

~~N. The County and RMV acknowledge that time is of the essence for performing Segment 2 design and engineering work in order to qualify for use of the Measure M2 Funds approved in relation to the Segment 2 Application. Therefore, County and RMV intend that all such M2 Funds from which RMV should seek payment under this agreement shall be encumbered pursuant to section I.B, below, by June 30, 2016 ("Expenditure Deadline").~~

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

~~NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:~~

1. Supplemental County Obligations. In addition to the obligations established for County in the Agreement, the County shall perform the following:

a. Cooperative Agreement and Encroachment Permit. The County shall timely perform its obligations and responsibilities under the Cooperative Agreement and shall diligently pursue issuance of the Encroachment Permit from Caltrans. The County shall keep RMV apprised as to the status of (and the County's efforts with respect to) each of the Cooperative Agreement and the Encroachment Permit.

b. Cost-Tracking and Invoicing. The County shall track all costs incurred by the County in relation to obtaining the Encroachment Permit and otherwise performing its obligations under this First Amendment (collectively, "Reimbursable Costs"). By way of example only, and not limitation, Reimbursable Costs shall include costs incurred by the County in performing

design reviews, coordinating with Caltrans and performing other tasks necessary in connection with issuance of the Encroachment Permit. As the County incurs Reimbursable Costs, the County shall, on a periodic basis, prepare and transmit to RMV invoices that reflect the value / amount of the Reimbursable Costs thus incurred by the County. Consistent with Section 3 of the Agreement, the County shall be reimbursed by RMV for the Reimbursable Costs in accordance with the provisions and procedures established for Client Trust Account Number CT000757.

c. Required Easements.

i. Acceptance of Required Easements. As required by the Cooperative Agreement, the County shall accept from RMV those easements which are necessary for right-of-way and drainage purposes in connection with the Roundabout Project (i.e., the Required Easements) prior to the beginning of construction.

ii. Future Transfer to Caltrans. Upon completion of the Roundabout Project, the County shall coordinate with Caltrans in relation to transferring the Required Easements to Caltrans (the “Caltrans Easements”). The County acknowledges that Caltrans may prescribe a form for the Caltrans Easements that differs from the Required Easements; accordingly, the County agrees to work cooperatively with Caltrans and RMV regarding any modifications or adjustments to the form of the Required Easements which are necessary to accommodate the Caltrans Easements.

2. Supplemental RMV Obligations. In addition to the obligations established for RMV in the Agreement, RMV shall perform the following:

a. Required Easements.

i. Grant of Required Easements. Prior to the beginning of construction, RMV shall execute, notarize and deliver to the County the Required Easements. If the County incurs any costs in connection with the processing and recording of the Required Easements, then RMV shall reimburse County for said costs as an element of the Reimbursable Costs (see Section 1.b, above, and Section 2.b, below).

ii. Future Transfer of Required Easements to Caltrans. RMV shall work cooperatively with the County and Caltrans in preparing and recording the Caltrans Easements (see Section 1.c.ii, above).

If the County incurs any costs in connection with its recordation of the Caltrans Easements, then RMV shall reimburse County for said costs as an element of the Reimbursable Costs (see Section 1.b, above, and Section 2.b, below).

b. Reimbursement of County's Costs. RMV shall reimburse the County for all costs incurred by the County in connection with obtaining the Encroachment Permit and otherwise performing its obligations under this First Amendment (i.e., Reimbursable Costs). As provided in Section 1.b, above, the County shall be reimbursed by RMV for the Reimbursable Costs in accordance with the provisions and procedures established for Client Trust Account Number CT000757.

3. Ratification; Remainder of Agreement Unmodified. The Agreement, as amended hereby, is and shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed in all respects. The execution and delivery of this First Amendment shall not operate as a waiver of or, except as expressly set forth herein, an amendment of any right, power or remedy of either party in effect prior to the date hereof.

4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

5. Entire Agreement. This First Amendment constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof (other than the Agreement, as amended hereby) and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof and cannot be changed except by their written consent.

Section I GRANT OF MEASURE M2 FUNDS TO RMV.

A. OCTA Measure M2 Funds. Subject to the terms and conditions hereof, the County shall make available and pay to RMV up to \$3,250,000 of OCT A Measure M2 Funds (as allocated by the OCT A in response to the Segment 2 Application) for eligible design and engineering expenses heretofore and hereafter incurred by RMV relative to Segment 2 of the CCR Project. Funds shall be paid to RMV in accordance with the provisions of Section I.C, below and Measure M2 Program Guidelines published by OCT A. In no event shall the County be obligated to provide to RMV more than \$3,250,000 in Measure M2 Funds pursuant to this Agreement, and County's obligation to pay any portion thereof shall be contingent on County's actual receipt of said funds from OCTA.

B. Approved Services. RMV shall be entitled to receive Measure M2 Funds hereunder for any and all eligible design and engineering costs incurred by RMV that are (i) related to Segment 2 of the CCR

Project and (ii) consistent with the Design Scope of Services described in the attached Exhibit A (attached and incorporated herein by this reference). The collective services for which RMV shall be entitled to receive funding hereunder shall be known as the "Approved Services." RMV shall enter into one (1) or more agreements with qualified professionals (each, a "Project Professional") in relation to the performance of the Approved Services (each, a "Service Contract"). County and RMV agree that all Segment 2 design and engineering plans resulting from performance of the Approved Services shall, to the extent allowed by law, become the property of County.

(i) ~~Qualifications Based Selection of Project Professionals.~~ Provision of the Approved Services will require the utilization of Project Professionals who possess particularized architectural and engineering skills. By virtue of the specialized nature of the Approved Services, and given that Segment 2 of the CCR Project constitutes a public work, Government Code sections 4525 through 4529.5 (also known as the "Little Brooks Act") mandate the use of competitive, qualifications-based selection processes for the identification and retention of the Project Professionals. Accordingly, the Parties agree that RMV shall utilize a competitive solicitation and selection protocol for all Segment 2 professional design and engineering work (for which reimbursement will be sought under this Agreement) that (i) is consistent with the requirements of the Little Brooks Act and County policies; and (ii) comports with the qualifications-based selection criteria set forth in the Measure M2 Program Guidelines (collectively, "QBS Requirements").

(ii) ~~Integrated Design | Discrete Project Increments.~~ Subject to the Expenditure Deadline, the Parties acknowledge that Segment 2 may be designed and engineered by RMV in discrete portions, with each portion contributing to (and comprising an integral part of) Segment 2 and the overall CCR Project. Any such segmentation of design and engineering services shall be based upon a project study report ("PSR") which identifies, with particularity, (A) the portion of Segment 2 in question, (B) the Approved Services to be performed in relation to said portion, (C) the projected costs associated with said Approved Services and (D) the deliverables anticipated and/or required in relation to said Approved Services. Each PSR shall be submitted to the Manager of OC Public Works/Planned Communities ("Manager") for comment prior to the commencement of any Approved Services identified therein. All Segment 2 design and engineering plans which result from performance of Approved Services shall be submitted to County for plan approval. Plan approval, whether for the entirety of Segment 2 or discrete portions thereof, shall not be deemed to have occurred until RMV submits to County, and County signs, the Plans, Specifications and Estimates ("PS&E") for the portion of Segment 2 in question.

~~C. Reimbursement Procedure.~~ The County shall reimburse RMV for all costs incurred in providing the Approved Services, up to the \$3,250,000 in Measure M2 Funds approved as a result of the Segment 2 Application, in accordance with the following processes and procedures:

(i) ~~General Submittal Protocol.~~ Prior to the payment for any Approved Services (whether incrementally or in total), RMV will prepare and submit to the Manager a request for payment. Each request for payment shall be in writing and shall contain the following information:

(1) ~~Identification of the relevant Service Contract(s) and PSR (as appropriate) to which the Approved Services apply.~~

(2) ~~Description of the Approved Services that were performed by the appropriate professional(s) (either in whole or in part) and which are the subject of the immediate request for payment.~~

(3) Identification of the amount paid by RMV for the Approved Services thus provided (and the date upon which the amount was paid).

(ii) Alternative Submittal Protocol. As an alternative to the foregoing, RMV may present to the Manager copies of one or more of the Service Contracts executed by and between RMV and the appropriate professional(s) for the Approved Services. Concurrent with the submission of any Service Contract, RMV shall tender to the Manager a written request that (A) describes the Approved Services that are covered by the Service Contract, (B) identifies the aggregate amounts that RMV is obligated to pay the appropriate professional(s) under the Service Contract ("Contract Value") and (C) requests reimbursement in an amount not to exceed ninety percent (90%) of the Contract Value ("Partial Contract Payment"). Following the completion of any Service Contract for which RMV has previously requested and received a Partial Contract Payment from the County, RMV shall have the right to submit a payment request to the County for the remaining balance of the Contract Value, provided RMV submits a signed PS&E, either prior to or concurrent with submission of the payment request.

(iii) Review by County. Upon receipt of each payment request provided by RMV and the resolution of any questions, the Manager will review the request and prepare a written determination whether RMV is entitled to payment pursuant to the terms of this Agreement. Should a payment request be determined to be eligible for payment, the Manager shall thereafter process such request for payment.

(iv) Payment by County. County will review all invoices and provide comments to RMV within fourteen (14) days of submittal or confirm as eligible. Within thirty (30) days following the processing of an eligible payment request, the County will issue payment to RMV in the amount specified. Parties acknowledge that the Measure M2 Program Guidelines require that all Measure M2 Funds approved pursuant to the Segment 2 Application be expended within thirty-six (36) months following execution of a Service Contract. Accordingly, the parties agree that, subject to extension of this deadline by OCTA, should RMV fail to provide a PS&E signed by the County within thirty-six (36) months of execution of the first Service Contract, all Measure M2 Funds received by RMV under this Agreement shall be returned to the County within fifteen (15) days of being given notice pursuant to Section 7, as necessitated and in compliance to M2 Guidelines.

(v) Petition for Review of Manager's Determination. If RMV is aggrieved by the final determination of the Manager relative to any payment request, RMV shall be entitled to petition the Director of OC Public Works for reevaluation of the Manager's determination. The decision of the Director shall be final and non-appealable.

D. Extension of Expenditure Deadline. In the event that the Measure M2 Funds hereunder are not fully exhausted prior to the Expenditure Deadline, the Parties shall work cooperatively to prepare and thereafter file and process with the OCTA such applications and related materials as are reasonably necessary to extend the Expenditure Deadline to a date that is mutually acceptable to the Parties.

Section 2 OTHER OBLIGATIONS

A. OCTA Regulations. In addition to complying with the QBS Requirements, RMV shall adhere to all other regulations published by the OCTA regarding the receipt and expenditure of Measure M2 Funds.

Section 3 REIMBURSEMENT OF COUNTY

~~Costs (including labor expenses) incurred by OC Public Works in reviewing and processing design, engineering and development plans for Segment 2 of the CCR Project shall be paid by RMV in accordance with the provisions and procedures established for Client Trust Account Number CT000709.~~

~~Section 4 DISCLAIMER OF LIABILITY; INDEMNIFICATION~~

~~Neither County nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RMV under or in connection with any work, obligation, authority or jurisdiction delegated to, required of, or performed by RMV under this Agreement. It is also understood and agreed that RMV shall fully indemnify, defend with counsel approved in writing by County, and hold County harmless from any liability imposed for injury, as defined by Government Code Section 81 0.8, including attorney 's fees and costs, occurring by reason of anything done or omitted to be done by RMV under or in connection with any work, obligation, authority or jurisdiction delegated to RMV under this Agreement; provided, however, that RMV shall have no responsibility or liability to indemnify, defend and hold County harmless from any liabilities, claims or damages to the extent arising from the gross negligence or willful misconduct of County, its officers, employees, agents or representatives.~~

~~Section 5 TERM OF AGREEMENT.~~

~~This Agreement will commence on the Effective Date and shall continue in full force and effect until the complete exhaustion of the Measure M2 Funds allocated by the OCTA and actually received by County for Segment 2 of the CCR Project. Notwithstanding the foregoing, the term of this Agreement may be extended at any time upon the mutual written agreement of the Parties (see also Section I.D, above).~~

~~Section 6 INDEPENDENT CONTRACTOR.~~

~~Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between the Parties hereto, or between the Parties and any engineer, contractor or other professional retained by RMV relative to the Project. RMV shall ensure that each agreement between RMV and any professional retained to provide Approved Services will contain appropriate provisions wherein the professional acknowledges that it is an independent contractor, is not an agent or employee of either County or RMV, is not an employee of and is not entitled to any rights or benefits from either County or RMV, and is not authorized to act on behalf of County or RMV.~~

~~Section 7 NOTICES.~~

~~All notices, requests and demands hereunder must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger or overnight courier) or, if delivered by mail, shall be deemed given three days after being deposited by certified mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows, or to such other address or addresses as the Parties may from time to time specify in writing:~~

~~To County: County of Orange
OC Public Works, Land Development
300 N. Flower Street, 2nd Floor~~

Santa Ana, CA 92701
Attn: Manager, Land Development

To RMV:
RMV Community Development, LLC
c/o Rancho Mission Viejo, LLC
P.O. Box 9
San Juan Capistrano, CA 92693
Attn: Senior Vice President, Planning and Entitlement

Section 8 MISCELLANEOUS

A. ~~Successors and Assigns. This Agreement and the rights and obligations of the Parties hereunder shall inure to the benefit of, and be binding upon, the Parties' respective successors, assigns and legal representatives. Neither party shall assign its performance of this Agreement, nor any part thereof, without the prior written consent of the non-assigning party.~~

B. ~~Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.~~

C. ~~Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.~~

D. ~~No Third Party Rights. Nothing in this Agreement shall be deemed or otherwise construed as granting any rights, benefits or interests to any individual, entity or body who/that is not a Party to this Agreement.~~

E. ~~Authority and Requisite Action. The Parties to this Agreement represent, covenant and affirm that the individuals executing this Agreement have the legal power, right and authority to enter into this Agreement and to bind their respective principals/entities to the terms and conditions set forth herein. Furthermore, the Parties covenant that all requisite action has been taken by their respective principals/entities in connection with the entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby.~~

F. ~~Entire Agreement. This writing constitutes the entire agreement between the Parties, and no modification of this Agreement shall be valid unless executed in writing by the Parties hereto. Further, none of the Parties to this Agreement shall be bound by any representations, warranties, promises, statements, or information unless expressly set forth herein.~~

G. ~~No Waiver. The failure of any Party to enforce against the other a provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time.~~

H. ~~Captions. The captions of the various Sections in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.~~

~~I. Counterparts. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement, notwithstanding that all Parties hereto are not signatories to the same or original counterpart.~~

~~J. Availability of Funds. The obligation of County is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the County to expend or as involving the County in any contract or other obligation for future payment of money in excess of appropriations authorized by law.~~

~~K. Contingency of Funding. RMV acknowledges that funding or portions of funding for this Agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by the OCT A. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County and/or RMV may immediately terminate or modify this Agreement without penalty. Notwithstanding, RMV shall be paid for all authorized services performed up to the date of termination.~~

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the dates opposite their respective signatures:

RMV COMMUNITY DEVELOPMENT, LLC
a California limited liability company

-
By: RANCHO MISSION VIEJO, LLC,
a Delaware limited liability company
Its: Authorized agent and manager

-
Date: _____ By _____
Elise L. Millington
Executive Vice President and
Chief Financial Officer

-
Date: _____ By _____
Jeremy T. Laster
Executive Vice President and
Chief Operating Officer

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRWOMAN OF THE BOARD OF SUPERVISORS PER GC §
25103, RESO. 79-1535

By: _____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

THE COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____
Chairman of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:

By: _____
Deputy County Counsel
County of Orange, California

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

COUNTY OF ORANGE,

By: _____

Chair of the Board of Supervisors

Orange County, California

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____

Deputy _____ Date

Signed and Certified that a copy of this Document has been delivered to the Chair of the Board of Supervisors

By: _____

Robin Stieler
Clerk of the Board of Supervisors
of Orange County, California

RMV COMMUNITY DEVELOPMENT, LLC, a California limited liability company

By: Rancho Mission Viejo, LLC,
a Delaware limited liability company
Its: Authorized Agent and Manager

By: _____

Elise L. Millington
Senior Vice President & Chief Financial Officer

By: _____

Richard M. Broming
Senior Vice President - Planning & Entitlement

EXHIBIT A**Copy of County / Caltrans Cooperative Agreement**

(See Attached)

Design Scope of Services

The "Design Scope of Services" relate to that portion of the Cow Camp Road Project commonly identified as "Segment 2," beginning at the Current Terminus Point (a point just easterly of the "F" Street/Foothill Transportation Corridor South (SR-241) alignment) and continuing east for approximately two and one quarter (2.25) miles to an intersection point with Ortega Highway (SR 74), the End Point. Segment 2 is classified as a primary arterial on the Orange County Master Plan of Arterial Highways (MP AH), transitioning from a major arterial west of the beginning point for Segment 2.

Segment 2 includes the design of roadway and bridges including all supporting utilities for drainage, water quality, and hydromodification (if needed), the relocation of the SDG&E 138k V and 12kV lines and existing SMWD utilities that may interfere with the roadway and bridge structures, and the development/coordination of service utilities associated and within the Cow Camp Road right of way.

The Design Scope of Services will include: civil engineering; geotechnical analysis & design, utility coordination and design; landscaping & mitigation; mapping; bid documentation; cost estimating; specifications; processing, management; agency reviews; fees and other related services necessary for the preparation and approval of the final construction and bid documents.