

**AMENDMENT NO.1 TO
COOPERATIVE AGREEMENT MA-080-22011919
BETWEEN THE COUNTY OF ORANGE AND
RMV COMMUNITY DEVELOPMENT, LLC
(Los Patrones Parkway Extension – Design Work)**

This Amendment No. 1 to Cooperative Agreement MA-080-22011919 (Los Patrones Parkway Extension – Design Work) (“**Amendment No. 1**”) is made and entered into this _____ day of _____, 2026 (“**Effective Date**”) by and between the County of Orange, a political subdivision of the State of California (“**County**”), and RMV Community Development, LLC, a California limited liability company (“**RMV**”). County and RMV are sometimes hereafter collectively referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. County and RMV entered into Cooperative Agreement No. MA-080-22011919 dated November 29, 2022 (the “**Agreement**”), which Agreement sets forth the rights and responsibilities of the Parties in relation to (i) coordination of work related to project approval and environmental documentation (“**PA&ED Work**”) for the proposed Los Patrones Parkway Extension (or “**LPPE**”) and (ii) allocation of cost responsibility and the provision of funding for the PA&ED Work (including the distribution of Orange County Transportation Authority (“**OCTA**”) Measure M2 Grant Funds).

B. All capitalized terms appearing in this Amendment No. 1 and not specifically defined herein shall have the same meanings as ascribed in the Agreement.

C. The Agreement contemplates expansion of the Parties’ cooperative activities to include the preparation of design reports, plans, specifications and estimates for LPPE (collectively, “**Design Work**”).

D. The Parties anticipate that their respective PA&ED activities will be complete in approximately Spring 2026. County and RMV have determined that, following completion of the PA&ED Work, the Parties will proceed with the Design Work.

E. In recognition of the foregoing, the Parties now desire to amend the Agreement in order to (i) acknowledge their mutual decision and agreement to proceed with performance of the Design Work as an element of the Agreement, (ii) confirm the Parties’ respective responsibilities for the Design Work (*e.g.*, costs and contracting), (iii) identify funding resources and commitments in relation to the Design Work and (iv) extend the term of the Agreement to accommodate the Parties’ performance / completion of the Design Work.

F. The Parties anticipate the preparation of separate contracts for the Design Work – *i.e.*, RMV shall enter into a contract with the Selected Qualified Professional to perform the Design Work in relation to the RMV Segment, and County has entered or shall enter into a contract with the same Selected Qualified Professional to perform the Design Work for the County Segment (*see* Section 3.b, below).

G. The Parties have established a not-to-exceed cost of \$10 million to accomplish the Design Work for the full length of the LPPE (*i.e.*, both the RMV Segment and the County Segment). This cost cap is based upon the value of a grant of Measure M2 (OCGO) funds awarded by OCTA that may be used exclusively in relation to the Design Work (the “**OCTA Design Grant**”).

H. The terms of the OCTA Design Grant require a 50% matching contribution (*i.e.*, \$5 million) from the recipient(s) of the grant funds. In satisfaction of the OCTA Design Grant requirements for matching funds, and as more fully set for in Section 4 of this Amendment No. 1 and calculated / reflected in the attached Exhibit D-1, RMV will provide approximately 83.4% of the required matching contribution and County will provide approximately 16.6% of the required matching contribution.

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:

1. Addition of Design Work. Consistent with (and as contemplated by) the Agreement (*see, e.g.*, Recital H thereof), the scope of activities covered by the Agreement is hereby expanded to include the Design Work. The specific elements of the Design Work are more particularly described and defined in the attached Exhibit A-1.

2. Cost Responsibilities for Design Work. As identified in Recital G, above, the Parties have established a cost cap of \$10.0 million for the Design Work (the “**Design Work Cost**”). Based upon preliminary contract estimates received in relation to the Design Work, the Parties have determined that (i) RMV shall be responsible for approximately 83.4% of the Design Work Cost (the “**RMV Percentage**”) and County shall be responsible for approximately 16.6% of the Design Work Cost (the “**County Percentage**”). The final Design Work Cost and the respective RMV Percentage and the County Percentage in relation to Design Work (as well as the individual shares of the Design Work Cost for each of RMV and County) are more particularly calculated / identified in the attached Exhibit D-1. The Parties acknowledge that the identified Design Work Cost is not a guaranteed figure, as the final Design Work Cost could change based upon several factors (*e.g.*, timing and final scope of the Design Work, revisions to the Design Work, *etc.*). Hence, the Parties agree that, upon final calculation of the Design Work Cost, RMV shall be responsible for the Design Work Costs associated with the RMV Segment and County shall be responsible for the Design Work Costs associated with the County Segment.

3. Contracting for Design Work.

I. Prior Contracts with Selected Qualified Professional (PA&ED Work). The Parties acknowledge that the Panel has heretofore identified Huitt-Zollars, Inc. (“**H-Z**”) as the Selected Qualified Professional for performance of the PA&ED Work, and that RMV and County have heretofore entered into separate agreements with H-Z for performance of the PA&ED Work; *to wit*: RMV and H-Z negotiated and entered into a contract concerning H-Z’s performance of that portion of the PA&ED Work related to the RMV Segment (*i.e.*, the RMV Contract), and County and H-Z negotiated and entered into a separate contract concerning H-Z’s performance of that portion of the PA&ED Work related to the County Segment (*i.e.*, the County

Contract). RMV acknowledges that the County Contract also contemplates Design Work for the County Segment.

- a. Contracts with Selected Qualified Professional (Design Work).
 - i. RMV shall negotiate and enter into a new agreement with H-Z concerning H-Z's performance of the Design Work in relation to the RMV Segment (which new agreement may be an amendment to the RMV Contract or an entirely new contract [the "**RMV Design Contract**"]).
 - ii. County entered into a contract with H-Z concerning H-Z's performance of the Design Work in relation to the County Segment on November 29th, 2022 (the "**County Design Contract**").
 - iii. Notwithstanding the separate nature of the RMV Design Contract and the County Design Contract, the Parties shall work cooperatively to ensure that the material terms of each contract (*e.g.*, scope of work, commencement date, deliverables, job classifications and rates, *etc.*) are consistent and complementary with respect to accomplishment of the Design Work as an integrated project.

b. Individual Responsibility for Performance of Design Work Contracts.

RMV shall be responsible for satisfying the terms and conditions of the RMV Design Contract executed by and between RMV and H-Z, and County shall be responsible for satisfying the terms and conditions of the County Design Contract executed by and between County and H-Z. In no event shall RMV be responsible or liable for, or otherwise obligated to perform or satisfy, the County Design Contract; and, in no event shall County be responsible or liable for, or otherwise obligated to perform or satisfy, the RMV Design Contract.

4. Funding Resources for the Design Work – OCTA Measure M2 Grant Funds.

a. Provision of Matching Funds by the Parties. In satisfaction of the OCTA Design Grant requirement, RMV will provide approximately 83.4% of the required matching contribution (the "**RMV Design Grant Portion**") and County will provide approximately 16.6% of the required matching contribution (the "**County Design Grant Portion**"), subject to final calculation as identified in Exhibit D-1. The Parties shall work cooperatively to demonstrate to OCTA that the RMV Design Grant Portion and the County Design Grant Portion, respectively, have been paid, deposited or otherwise applied in accordance with the matching contribution requirement. If the final Design Work Cost changes (such that the OCTA Design Grant funds are not sufficient to cover 50% of the total Design Work Cost) or portions of the OCTA Design Grant funds are withdrawn by OCTA, then the Parties shall increase the RMV Design Grant Portion and the County Design Grant Portion, respectively, to account for any shortcomings in available funding for the Design Work. Consistent with Section 2 of this Amendment No. 1, above, RMV shall be responsible for the RMV Percentage of any funding shortfall and County shall be responsible for the County Percentage of any funding shortfall.

b. OCTA Design Grant Funds Allocable to RMV. Subject to the terms and conditions of this Amendment No. 1, County shall make available and pay to RMV appropriate funding from the OCTA Design Grant funds pledged/provided by OCTA in relation to the Design Work (“**RMV’s Share of the Design Grant**”), which amount RMV shall use to satisfy its obligations under the RMV Design Contract (*see* Section 3.b, above). RMV’s Share of the Design Grant shall be paid to RMV in accordance with the procedures identified Section 4.c of this Amendment No. 1, below, and published Measure M2 Program Guidelines. In no event shall County be obligated to provide to RMV, in relation to RMV’s Share of the Design Grant, more than the funds allocated by OCTA for the Design Work. County’s obligation to pay any portion thereof shall be contingent on County’s actual receipt of said funds from OCTA.

c. Reimbursement Procedure. County shall reimburse RMV for costs incurred in relation to the RMV Design Contract, up to the apportioned amount of OCTA Design Grant funds identified as RMV’s Share of the Design Grant (*see* Section 4.b, above), all in accordance with the processes and procedures identified in this Section 4.c. All amounts payable to RMV shall be limited to costs which are allowable by the terms and conditions of the OCTA Design Grant. Any OCTA Design Grant funds paid to RMV which are subsequently deemed unallowable (based upon the terms and conditions of the OCTA Design Grant) shall be subject to return (*see* Section 4.d, below).

(i) Initial Design Payment Request by RMV. RMV shall present to the OC Public Works Project Manager, a copy of the RMV Design Contract executed by and between RMV and H-Z. Concurrent with the submission of the RMV Design Contract, RMV shall tender to the OC Public Works Grants Manager (“**Grants Manager**”) a written request (“**Initial RMV Design Payment Request**”) that (A) describes the services that are covered by the RMV Design Contract, (B) identifies the amounts that RMV is obligated to pay H-Z under the RMV Design Contract (“**Design Contract Value**”) and (C) requests reimbursement in an amount not to exceed seventy-five percent (50%) of RMV’s Share of the Design Grant (“**Partial Design Contract Payment**”).

(1) County Review of Initial RMV Design Payment Request; Payment to RMV. Within twenty-one (21) calendar days following RMV’s submission of the Initial RMV Design Payment Request to County, the Grants Manager will promptly review the Initial RMV Design Payment Request, work with RMV to resolve any questions concerning the Initial RMV Design Payment Request, and provide a written confirmation that the Initial RMV Design Payment Request will be submitted to OCTA.

(2) Payment Request to OCTA; Payment to RMV. Following County’s approval of the Initial RMV Design Payment Request, County will submit a request to OCTA for distribution of OCTA Design Grant funds in an amount equal to (i) the payment request appearing in the Initial RMV Design Payment Request (*i.e.*, an amount equal to the Partial Design Contract Payment) and (ii) all or a portion of County’s share of the OCTA Design Grant (which amount County shall use to satisfy its obligations under the County Design Contract [*see* Section 3.b., above]). County shall pay the Initial RMV Design Payment Request within forty-five (45) calendar days following County’s receipt of funds from OCTA.

(ii) Final Design Payment Request by RMV. Following the completion of the RMV Design Contract, RMV shall have the right to submit a payment request to County for the remaining balance of RMV's Share of the OCTA Design Grant ("**Final RMV Design Payment Request**"). The Final RMV Design Payment Request shall be presented to the Grants Manager and shall (A) declare that all work under the RMV Design Contract has been completed and paid for and (B) identify the amount of reimbursement sought by RMV (*i.e.*, an amount equal to the RMV Share of the OCTA Design Grant – *LESS* – the amount previously received by RMV from County in response to the Initial RMV Design Payment Request).

(1) County Review of Final RMV Design Payment Request: Payment to RMV. Within twenty one (21) calendar days following RMV's submission of the Final RMV Design Payment Request to County, the Grants Manager will promptly review the Final RMV Design Payment Request, work with RMV to resolve any questions concerning the Final RMV Design Payment Request, and provide a written confirmation that the Final RMV Design Payment Request will be submitted to OCTA.

(2) Payment Request to OCTA; Payment to RMV. Following County's approval of the Final RMV Design Payment Request, County will submit a request to OCTA for distribution of OCTA Design Grant funds in an amount equal to (i) the Final RMV Design Payment Request and (ii) the remainder of County's share of the OCTA Design Grant (which amount County shall use to satisfy its remaining obligations under the County Design Contract). County shall pay the Final RMV Design Payment Request within forty-five (45) calendar days following County's receipt of funds from OCTA.

(iii) Petition for Review of Manager's Determination. If the Grants Manager determines that any payment request submitted by RMV in relation to the OCTA Design Grant is ineligible for payment, RMV and the Grants Manager shall work cooperatively and in good faith to satisfy and resolve any eligibility issues. If RMV and the Grants Manager are unable to resolve the eligibility issues (or RMV is otherwise aggrieved by the determination of the Grants Manager relative to any payment request), the Parties shall resolve all outstanding / remaining issues in accordance with the process and procedures identified in Section 10 of the Agreement.

d. Repayment of Improperly Paid OCTA Design Grant Funds. In the event that (i) OCTA determines that any OCTA Design Grant funds paid to either RMV or County in relation to the Design Work were for unallowable costs and (ii) OCTA demands return of the OCTA Design Grant funds improperly paid for unallowable costs (the "**Improperly Paid Design Funds**"), then the Party that received the Improperly Paid Design Funds shall be responsible for returning same to OCTA within thirty (30) calendar days following OCTA's demand for repayment.

e. Allocation of Surplus Funding Benefit. The Parties received an initial contract estimate of \$8,849,200 for performance of the Design Work. RMV has reviewed and approved the initial contract estimate and County executed a contract with H-Z on November 29, 2022, therefore, the initial contract estimate shall be deemed the "**Initial Design Budget.**" If the Design Work Cost exceeds the Initial Design Budget by \$1,150,800 (the "**Surplus Design Amount**"), the possibility exists that the added work could be completed by leveraging the

OCTA Design Grant funds and the matching funds provided by RMV or County or both Parties. The Surplus Design Amount shall be allocated between the Parties in proportion to their respective percentage interests (*i.e.*, RMV shall be entitled to that portion of the Surplus Design Amount that equates to the RMV Percentage, and County shall be entitled to that portion of the Surplus Design Amount that equates to the County Percentage).

5. Community Facilities District (CFD) Funding. The Parties acknowledge that LPPE may be identified as an eligible project under one or more future CFDs (each, a “**Future CFD**”). Consistent with Section 5 of the Agreement, the Parties agree that RMV shall be entitled to request a distribution of funds from any Future CFD(s) to reimburse RMV for costs incurred in relation to the Design Work. Requests for reimbursement of Design Work Costs from any Future CFD(s) shall be prepared, submitted, processed and paid in accordance with the provisions of Section 5.B of the Agreement.

6. South County Roadway Improvement Program (SCRIP); Fee Credits. County agrees that RMV may be entitled to receive SCRIP Fee Credits in an amount equal to the aggregate value of (i) the RMV Design Grant Portion of the matching contribution (*see* Section 4.a, above) and (ii) the cost incurred by RMV for external design professional review costs and/or to reimburse County during the County review process for the Design Work (RMV’s internal staff time will not be included in such charges). As a condition precedent to RMV’s ability to receive SCRIP Fee Credits pursuant to this Amendment No. 1, and consistent with Section 6.C of the Agreement, RMV shall assemble and provide to County documentation that reasonably supports the eligibility and value of the expenses, work, *etc.* for which RMV is seeking SCRIP Fee Credits. County shall promptly review RMV’s request for SCRIP Fee Credits and confirm the eligibility and value of the expenses, work, *etc.* underlying the request. Following said confirmation, County (acting through the Director of OC Public Works) shall issue SCRIP Fee Credits to RMV in compliance with the SCRIP program document and Exhibit D of the Ranch Plan Development Agreement.

7. Term of Agreement. Section 7 of the Agreement declares that the Agreement shall continue in full force and effect until all OCTA Grant funds for the PA&ED Work have been received and the Final Report for the PA&ED Work has been accepted by OCTA. In consideration of OCTA’s issuance of the OCTA Design Grant and the Parties’ intended accomplishment of the Design Work pursuant to this Amendment No. 1, the Parties are desirous of extending (and hereby extend) the term of the Agreement to a date that is coextensive with the Parties’ receipt of all OCTA Design Grant funds and OCTA’s acceptance of a Final Report for the Design Work (whichever event occurs last). The Parties further acknowledge that OCTA will expect the Parties to comply with the three (3) year work completion deadline that is described in Section 8 of the Agreement (with the potential for extending the completion work deadline for two (2) years upon request by County and approval by OCTA). The Parties shall work cooperatively and in good faith to (i) promptly enter into the RMV Design Contract and the County Design Contract, respectively and (ii) complete the Design Work prior to expiration of the OCTA work completion deadline (as may be extended). Notwithstanding the foregoing, the term of the Agreement may be further extended at any time upon the mutual written agreement of the Parties.

8. 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 Amendment No. 1 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.

9. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

10. Entire Agreement. This Amendment No. 1 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.


[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

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

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

By: _____
Kevin Onuma
Director of Orange County Public
Works Pursuant to the County Board
of Supervisors Minute Order
(Agenda Item #____),
_____, 20____

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

By:  _____
340EAD6CC0E14AF...
Deputy

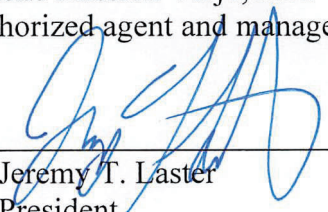
Date: 4/23/2026 | 8:04 AM PDT _____

Attachment A

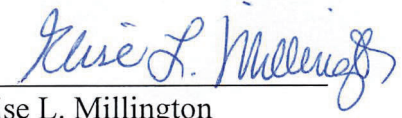
Amendment No. 1 to MA-080-22011919

RANCHO MISSION VIEJO, LLC,
a Delaware limited liability company

By: Rancho Mission Viejo, LLC
Its: Authorized agent and manager

By: 

Jeremy T. Laster
President

By: 

Elise L. Millington
Executive Vice President and
Chief Operating Officer

EXHIBIT A-1

Description of the Work

The preparation of the construction documents of the Design Phase. This includes but is not limited to the following:

- Project management tasks such as coordination, meetings, and maintaining risk matrix, Quality Control plan, project controls, communication plan, *etc.*;
- Engineering design tasks such as verification of preliminary studies, development of 100% plans, specifications, and estimates (“PS&E”), utility coordination, project approvals (CEQA documents, regulatory permits, encroachment permits, WQMP, operations and maintenance plan, general plan conformity, utility agreements, R/W engineering, public outreach, *etc.*); and
- Construction support tasks such as construction engineering support, preparing record drawings, construction management, construction survey, *etc.*

EXHIBIT D-1

Design Work Calculation

Design Work Initial Project Costs:

Rancho Mission Viejo Cost	Orange County Public Works Cost	Total Cost
\$7,456,196	\$1,479,845	\$8,936,041

M2 Matching Funds by each Party:

OCTA's 50% Required Match Contribution = \$5,000,000

RMV Percentage = (\$7,456,196 / \$8,936,041) X 100 = 83.4%

RMV Design Grant Portion = 83.4% X \$5,000,000 = \$4,170,000

County Percentage = (\$1,479,845 / \$8,936,041) X 100 = 16.6%

County Design Grant Portion = 16.6% X \$5,000,000 = \$830,000

Table 1: Design Work Cost Estimate

**Los Patrones Parkway Extension Price Proposal
Phase 2**

Design Firm	Rancho Mission Viejo	Orange County Public Works	Total Price
Huitt-Zollars*	\$4,714,799	\$1,127,849	\$5,842,648
GMU	\$1,069,703	\$274,290	\$1,343,993
Parsons	\$1,165,405		\$1,165,405
PACE	\$259,285		\$259,285
Psomas*	\$28,252		\$28,252
Moran	\$218,752	\$77,706	\$296,458
Phase 2: Design Total:	\$7,456,196	\$1,479,845	\$8,936,041