

**SECOND AMENDMENT TO QUIMBY MITIGATION AGREEMENT  
BY AND BETWEEN  
CITY OF MENIFEE  
(AS SUCCESSOR IN INTEREST TO COUNTY SERVICE AREA 145)  
AND  
LENNAR HOMES OF CALIFORNIA, LLC  
(AS SUCCESSOR IN INTEREST TO PACIFIC COMMUNITIES)  
FOR THE DEDICATION OF PUBLIC PARK  
SPECIFIC PLAN 140-W (NEWPORT ESTATES) AKA: PACIFIC MAYFIELD**

THIS SECOND AMENDMENT TO THE QUIMBY MITIGATION AGREEMENT (“Second Amendment”) is dated as of **November 16, 2022**, for reference purposes only, and is entered into by and between the City of Menifee, a California municipal corporation (the “City”) and Lennar Homes of California, LLC, a California limited liability company (the “Developer”).

**RECITALS**

WHEREAS, in or around August 2007, Pacific Communities, as developer, and County’s County Service Area 145 (“CSA 145”) entered into that certain Quimby Park Mitigation Agreement (the “Quimby Agreement”) for the Dedication of Public Parks in the area covered by Specific Plan #140-W, which includes Planning Area 6B; and

WHEREAS, Section I.B. of the Quimby Agreement imposes certain timing requirements for the design, construction, and acceptance of public parks in Planning Area 6B of Specific Plan #140-W; and

WHEREAS, effective October 1, 2008, the City of Menifee (“City”) incorporated as a general law city; and

WHEREAS, since the City’s incorporation, Specific Plan #140-W and TTM 28786-28794 have been located within the City’s jurisdiction, CSA 145 has been dissolved, and the City became the successor in interest to CSA 145 (see LAFCO Resolution No. 113-07, adopted October 25, 2007); and

WHEREAS, on or about November 18, 2015, the Quimby Agreement was revised to extend the deadlines set forth therein for the public park in Planning Area 6B of Specific Plan #140-W as stated in the First Amendment to Quimby Mitigation Agreement for the Dedication of Public Parks in the area covered by Specific Plan #140-W, which includes Planning Area 6B (“First Amendment to the Quimby Agreement”); and

WHEREAS, in or about September 2020, Lennar Homes of California, LLC, acquired from Pacific Communities property within TTM 28786-28794 and became the successor in interest to Pacific Communities for purposes of the Quimby Agreement and the First Amendment to the Quimby Agreement; and

WHEREAS, the Developer and the City have agreed to extend the deadlines set forth in Section I.B. of the Quimby Agreement, as amended by First Amendment to the Quimby

Agreement, to ensure that the Developer can continue to receive a specified number of building permits during the construction of the public park in Planning Area 6B of Specific Plan #140-W.

## **AGREEMENT**

NOW, THEREFORE, in furtherance of the Recitals stated above, incorporated herein by this reference, and the mutual covenants set forth below, the Developer and the City hereby amend the Quimby Agreement, as amended by the First Amendment to the Quimby Agreement, and agree, promise, and declare as follows:

1. Successor in Interest. As of September 2020, Lennar Homes of California, LLC is Pacific Communities' successor in interest.

2. Section I.B. Section I.B to the Quimby Agreement, as amended by the First Amendment to the Quimby Agreement is hereby amended and restated in its entirety to provide as follows:

**Developer shall build the parks in a timely manner.**

**Planning Area 6C (2.54ac):** Developer shall secure approval of revised construction plans from the City before the issuance of the 250<sup>th</sup> cumulative building permit within SP#140-W. The park construction must be complete and the park open to the public before the issuance of the 300<sup>th</sup> cumulative occupancy permit within SP#140-W. The park must be accepted for 90-day maintenance (turnover) before the issuance of the 350<sup>th</sup> cumulative occupancy permit with SP#140-W or 90 days after construction is complete.

Before the issuance of the 250<sup>th</sup> cumulative building permit within SP#140-W, Developer shall provide sufficient surety to guarantee that the improvements and/or amenities set forth in the construction plans are completed and ready for public use within the timeframes specified above.

**Planning Area 6B (5.52ac):** Developer shall secure approval of the park conceptual plan from the City before the issuance of the 300<sup>th</sup> cumulative building permit within SP#140-W. Developer shall secure approval of construction plans from the City before the issuance of the 400<sup>th</sup> cumulative building permit within SP#140-W. The park construction must be complete and the park open to the public before the issuance of the 700<sup>th</sup> cumulative building permit within SP#140-W. The park must be accepted for 90-day maintenance (turnover) before the issuance of the 625<sup>th</sup> cumulative occupancy permit with SP#140-W or 90 days after construction is complete.

Before the issuance of the 400<sup>th</sup> cumulative building permit within SP#140-W, Developer shall provide sufficient surety to guarantee that the improvements and/or amenities set forth in the construction plans are completed and ready for public use within the timeframes specified above.

In addition to the required surety, the Developer shall provide to the City a Letter of Credit in the amount of \$3,836,256.90, to ensure Developer's ability to complete park construction.

3. General Provisions.

a. Counterparts. This Second Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all parties, even though all of the parties are not signatories to the same instrument.

b. Effect of Second Amendment. Except as specifically modified by this Second Amendment, the terms and conditions set forth in the Quimby Agreement and the First Amendment to the Quimby Agreement remain binding in full force and effect.

c. Severability. If any provision of this Second Amendment is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this Second Amendment and the remaining provisions shall continue in full force and effect.

d. Signature Authority. All individuals signing this Second Amendment for a party which is a corporation, partnership, limited liability company, or other legal entity, or signing under a power of attorney or in any other legal capacity, covenant to the other party hereto that the signatory has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf the signatory is signing.

IN WITNESS WHEREOF, the Developer and the City have caused this Second Amendment to be signed in their names and on their behalf by their duly authorized representatives.

“City”

Dated: \_\_\_\_\_

City of Menifee, a California Municipal Corporation

\_\_\_\_\_  
Armando G. Villa, City Manager

“Developer”

Dated: \_\_\_\_\_

Lennar Homes of California, LLC, a California  
limited liability company

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Geoff Smith, Vice President of Forward Planning