

## **Attachment A**

# **First Amendment to Agreement to Improve Major Subdivision**

**AMENDMENT TO THE AGREEMENT TO IMPROVE MAJOR SUBDIVISION,  
INCREASE OF SECURITY AND EXTENSION OF TIME  
(COUNTY OF SAN DIEGO TRACT NO. 5610-1, FINAL MAP 16348)**

This Amendment to the Joint Agreement to Improve Major Subdivision, Substitution of Parties and Substitution of Security is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of San Diego, California ("County"), and KD VILLAGE WALK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Owner"), with respect to the following:

**Recitals**

A. On June 4, 2019, the Director of Planning and Development Services ("Director") approved the Final Map for County tract No. 5610-1, Final Map No. 15891.

B. Pursuant to the Subdivision Map Act of the State of California and Division 1 of Title 8 of the San Diego County Code, the Director required Owner to agree to make certain subdivision improvements, which agreement was entered into on June 4, 2019, and entitled, "Agreement to Improve Major Subdivision County of San Diego Tract Map No. 5610-1" ("Improvement Agreement").

C. The Improvement Agreement required the Owner to perform certain acts, and at its own cost and expense, to furnish all labor, equipment, and material to complete the subdivision improvements specified therein.

D. Pursuant to Section 81.405(c) of the San Diego County Subdivision Ordinance, on July 27, 2021, Director extended the time to complete the improvements pursuant to the Improvement Agreement to June 7, 2023.

**AGREEMENT**

1. The performance completion date as specified in the First Paragraph is hereby extended to 730 days from the date of approval of this amendment.

2. The Total Estimated Amount of the estimated cost of the improvements required in the First Paragraph of the Improvement Agreement, as amended by this Amendment, is hereby replaced by the amount of \$431,800. Owner provides to County the attached riders to the "Improvement Security Agreement Faithful Performance Bond" and "Improvement Security Agreement Labor and Material Bond", as authorized by the Improvement Agreement, to guarantee the performance of all acts, duties and obligations set forth in the Joint Improvement Agreement.

3. This Amendment to the Improvement Agreement 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.

4. Notwithstanding any provisions in this Amendment to the Improvement Agreement 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 Improvement Agreement.

5. This Amendment to the Improvement Agreement 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.

6. Except for the above Increase of Security and Extension of Time, all other terms and conditions of the Joint Improvement Agreement shall remain unchanged and in full force and effect.

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

**KD VILLAGE WALK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, as owner

By: Kire Homes II, LLC, a California Limited Liability Company, as Manager

By:   
\_\_\_\_\_  
Joshua Santa, Manager

See attached notary certificate.

**CALIFORNIA 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 August 1, 2023 before me, Gina Patel, notary public

Date

Here Insert Name and Title of the Officer

personally appeared

Joshua Santa

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

Gina Patel

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: Amendment to the Joint Agreement

Document Date: August 1, 2023 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Joshua Santa

☒ Corporate Officer – Title(s): President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

By: Emily Helms  
Senior Deputy

See attached notary certificate.

Note: (1) Signatures must be acknowledged; and,  
(2) Appropriate security must be attached.