

Attachment A

First Amendment to Agreement to Improve Major Subdivision

**FIRST AMENDMENT TO AGREEMENT TO IMPROVE MAJOR SUBDIVISION,
COUNTY OF SAN DIEGO TRACT NO. 5158-1
(FINAL MAP NO. 16289)
(Increase Amount of Security and Extension of Time)**

This FIRST Amendment to Agreement To Improve Major Subdivision, County of San Diego Tract No. 5158-1 ("First Amendment") is entered into this _____ day of _____, 20____, between the County of San Diego, a political subdivision of the State of California ("County"), and PROGRAM RESOURCES INC., A NEVADA CORPORATION ("Owner") with respect to the following:

RECITALS

A. On August 7, 2018, the Director of Planning and Development Services ("Director") approved the Final Map for Tract No. 5158-1 (Final Map No. 16289), consisting of 19 residential lots, 1 residential lot for future development, and 2 open space lots on a total of 383.90 acres. At the time the Final Map No. 16289 was approved, County and Owner entered into an agreement entitled "Agreement to Improve Major Subdivision County of San Diego Tract No. 5158-1" ("Improvement Agreement") to guarantee the construction of private and public improvements as a condition of approval of the subdivision.

B. As security for the Improvement Agreement, Owner posted an Improvement Security Agreement Faithful Performance Bond (Bond No. 4418225) and an Improvement Agreement Security Agreement Labor and Material Bond (Bond No. 4418225) with the County (jointly "Bonds")

C. The Improvement Agreement required the Owner to perform certain acts, and at his or her own cost and expense, to furnish all labor, equipment, and material, and within two (2) years from the date of approval of Agreement by said Board, to perform and complete in a good, workmanlike manner, according to the plans and specifications attached thereto and made a part of that Agreement, the subdivision improvements specified therein.

D. County Code Section 81.405 delegates to the Director of Planning and Development Services ("PDS") the authority to grant a one-time extension of up to two additional years from the date by which improvements required to be constructed by the Agreement. The Board, however, may grant additional time extensions. Under this authority, the Director of PDS granted a two (2) year extension of the performance completion date for the improvements set forth in the Agreement until August 7, 2022.

WHEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. 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 \$2,806,694. Owner provides to County the attached Change Rider 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 Improvement Agreement.

2. Without limiting the ability to grant extensions of the performance completion date or require immediate completion of improvements, the "First" paragraph of the Improvement Agreement are amended to require the construction of the improvements within two (2) years of the approval of this First Amendment.

3. **FOURTEENTH: EXERCISE OF RIGHTS BY DISTRICT OR COUNTY.** Whenever in this Agreement reference are made to the rights of "County and/or District" or to "County or District" and the exercise of rights, the parties hereto agree that such rights may be exercised by County or District (1), jointly, or (2) severally and individually with County or District acting independently of one another.

4. **FIFTEENTH: Governing Law, VENUE, and Jurisdiction.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Venue for any disputes shall be brought only in the state or federal courts located in San Diego County, California. Owner consents to personal jurisdiction in such courts and hereby waives any defense of lack of personal jurisdiction.

5. Except as hereinabove amended, all other provisions, terms and conditions of the Improvement Agreement shall remain the same and in full force and effect.

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

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Clerk, Board of Supervisors

By: Emily Helms
SENIOR DEPUTY

PROGRAM RESOURCES INC., A NEVADA CORPORATION, Owner

By: Len Eastwood
LEN EASTWOOD, PRESIDENT

Note: (1) signatures must be acknowledged

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 ORANGE)
On AUGUST 4, 2023 before me, Ronald D. Smith Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Len Eastwood
(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 Ronald D. Smith (Seal)
(Signature of Notary Public)

