

**FIRST AMENDMENT
TO THE AGREEMENT – SUBDIVISION IMPROVEMENT
BETWEEN THE COUNTY OF SHASTA AND
GREGORY BONDY**

This First Amendment is entered into between the **County of Shasta**, a political subdivision of the State of California (hereinafter referred to as COUNTY), and **Gregory Bondy**, an individual and Gregory Bondy, Trustee of the 2005 Woodbury Trust dated May 12, 2005 (hereinafter referred to as the DEVELOPER).

RECITALS

WHEREAS, the DEVELOPER is creating a subdivision in the County of Shasta, State of California, known and referred to as **Lassen Mountain Pines, Tract No. 1989** (hereinafter referred to as the DEVELOPMENT); and

WHEREAS, the Shasta County Planning Commission in Resolution No. 2012-009 (hereinafter known and referred to as the RESOLUTION) has approved the Final Map on said DEVELOPMENT subject to the conditions set forth in the RESOLUTION; and

WHEREAS, the COUNTY executed an agreement with DEVELOPER on December 14, 2021, for completion of improvements within one year of the recordation of said map (hereinafter referred to as AGREEMENT); and

WHEREAS, the AGREEMENT expired on December 14, 2022; and

WHEREAS, the DEVELOPER requested an extension of the term of AGREEMENT; and

WHEREAS, Shasta County Municipal Code §15.16.040 provides that the term of an agreement for completion of required improvements may be extended for a combined period not to exceed five years, subject to approval by the Board of Supervisors; and

WHEREAS, Shasta County Municipal Code §15.16.060 provides that an extension of the term of an agreement for construction of improvements shall be permitted only upon the developer's presentation of sufficient improvement security, as determined by the Shasta County Public Works Director at the time of any such extension; and

WHEREAS, the Board of Supervisors has made a finding that extending the AGREEMENT will not cause or contribute to public health or safety problems or impede the orderly development of the surrounding area; and

WHEREAS, the Board of Supervisors has made a finding that all of the parcels created in the subdivision remain under common ownership; and

WHEREAS, the Board of Supervisors has made a finding that the performance security, as of the date of this extension of time for completion of improvements, is adequate to insure completion of the remaining improvements; and

WHEREAS, the DEVELOPER and COUNTY desire to retroactively amend the term of AGREEMENT and add a Counterparts/Electronic, Facsimile, and PDF Signatures clause.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section (1)(a) of the AGREEMENT is amended in its entirety as of the effective date of the Agreement to read as follows:
 - (1) (a) Construct all improvements and satisfy all requirements, conditions, and work by December 14, 2024, in accordance with the plans approved by the Director of Public Works on November 19, 2021, hereby attached and incorporated by reference into this Agreement as Exhibit A (hereinafter referred to as the APPROVED PLANS).
- II. Section (2) of the AGREEMENT is amended in its entirety as of the effective date of this First Amendment to read as follows:
 - (2) DEVELOPER shall perform all its obligations and work at its sole cost and expense, and hereby agrees to furnish a performance security in the sum of \$1,575,225.00 (ONE MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND NO CENTS) guaranteeing that DEVELOPER will faithfully and properly perform the construction required by this Agreement, and hereby agrees to furnish a payment security in the sum of \$787,612.50 (SEVEN HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED TWELVE DOLLARS AND FIFTY CENTS) securing payment for labor and materials; that said securities shall be in a form acceptable to the Director of Public Works as set forth in Government Code Section 66499, as may be amended from time to time, and must be filed with the COUNTY no later than the effective date of the First Amendment to the Agreement.
- III. Add Section (6) to the Agreement to read as follows:
 - (6) This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, COUNTY has caused its seal to be hereunto affixed by its Officers thereunto duly authorized, and the DEVELOPER has set their hand the day and year first above written.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:


DAVID J. RICKERT
Clerk of the Board of Supervisors

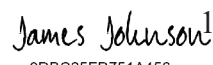
By: _____
Deputy

Approved as to form:

GRETCHEN M. STUHR
Interim County Counsel


RISK MANAGEMENT APPROVAL

By:  12/20/2023 | 3:20 PM PST
AI 9CBA0F433224BB...
Senior Deputy County Counsel

By:  12/20/2023 | 10:57 AM PST
Ja 0DBC25FD751A456...
Risk Manager III

DEVELOPER

*GREGORY BONDY, on behalf of himself individually
and as Trustee of the 2005 Woodbury Trust dated May 12, 2005*

By:  _____
5513FA8754644A6...

Date: 12/20/2023 | 10:33 AM PST