

**AMENDMENT NO. 1 TO THE IMPROVEMENT  
AGREEMENT FOR KIPER AT INDELICATO UNIT NO. 1,  
TRACT 4065, BETWEEN THE CITY OF MANTECA AND  
K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.**

This Amendment No. 1 (“Amendment”) to the Improvement Agreement for Kiper at Indelicato Unit No. 1, Tract 4065 (C2025-38), between the City of Manteca and K. Hovnanian Homes Northern California, Inc., is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Manteca, a public body, corporate and politic (“City”) and K. Hovnanian Homes Northern California, Inc., a California Corporation (“Developer”).

**RECITALS**

- A. On March 10, 2025, the City and Developer entered into an Improvement Agreement for Kiper at Indelicato Unit No. 1, Tract 4065 (C2025-38) (the “Agreement”) with an Estimated Total Cost of Improvements of \$9,736,404.00.
- B. The Agreement included SCHEDULE B, PUBLIC FACILITIES IMPLEMENTATION PLAN (P.F.I.P.) (“Schedule B”), that identified credits and reimbursements for TRANSPORTATION SYSTEM, Table 1: Transportation System P.F.I.P. Reimbursement, and SEWER COLLECTION SYSTEM, Table 3: Sewer Collection System P.F.I.P. Reimbursement.
- C. Section 1.A of Schedule B states that: “The credit will be given when building permits are issued for the construction of residences within the Kiper at Indelicato Unit No. 1.”.
- D. Section 2.A of Schedule B states that: “The credit will be given when building permits are issued for the construction of residences within the Kiper at Indelicato Unit No. 1.”.
- E. In light of the previous Recitals, the City and Developer desire to amend the Agreement to allow for the P.F.I.P. credits to be spread across both Kiper at Indelicato Unit No. 1 and Kiper at Indelicato Unit No. 2 rather than be limited to Kiper at Indelicato Unit No 1 only.

NOW THEREFORE, the City and Developer hereby agree as follows:

- 1. The third (3<sup>rd</sup>) sentence of Section 1.A of Schedule B, which provides that “The credit will be given when building permits are issued for construction of residences within the Kiper at Indelicato Unit No. 1”, shall be deleted in its entirety and replaced with the following: “The credit will be given when building permits are issued for the construction of residences within the Kiper at Indelicato Unit No. 1 and Kiper at Indelicato Unit No. 2.”.

2. The third (3<sup>rd</sup>) sentence of Section 2.A of Schedule B, which provides that “The credit will be given when building permits are issued for construction of residences within the Kiper at Indelicato, Unit No. 1”, shall be deleted in its entirety and replaced with the following: “The credit will be given when building permits are issued for the construction of residences within the Kiper at Indelicato Unit No. 1 and Kiper at Indelicato Unit No. 2.
3. In the event of any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall govern. Except as otherwise provided in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and continue in full force and effect, and the parties hereto reaffirm the terms and conditions of such Agreement.

*[signatures on following page]*

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Amendment to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA:**

\_\_\_\_\_  
Toni Lundgren,  
City Manager

**K. HOVNANIAN HOMES NORTHERN  
CALIFORNIA, INC.:**

\_\_\_\_\_  
(Signature)

YAHYA BAAYOUN DIVISION PRESIDENT  
(Print Name & Title)

**ATTEST:**

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

K. Hovnanian Homes Northern California, Inc.  
A California Corporation  
3721 Douglas Blvd. Suite 150  
Roseville, CA 95661

**COUNTERSIGNED:**

\_\_\_\_\_  
Matt Boring,  
Interim Director of  
Finance

**COUNTERSIGNED:**

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Daniella Green,  
Assistant City Attorney

## ACKNOWLEDGMENT

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 Placer

On April 29, 2025 before me, S. Munroe, notary public  
(insert name and title of the officer)

personally appeared Yakya Baayoun,  
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 S. Munroe (Seal)

