

**IMPLEMENTATION AGREEMENT AMONG
UCP EAST GARRISON, LLC, MIDPEN HOUSING CORPORATION, COUNTY OF
MONTEREY AND REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY
FOR THE PHASE ONE RENTAL AFFORDABLE HOUSING DEVELOPMENT AT
EAST GARRISON PROJECT AT FORT ORD**

THIS IMPLEMENTATION AGREEMENT (this "Agreement") is entered into as of June 28th, 2011 (the "Execution Date") by and among the County of Monterey ("County"), the Redevelopment Agency of the County of Monterey ("Agency"), UCP East Garrison, LLC, a Delaware limited liability company, as "Lender/Succeeding Owner" pursuant to the Consent, Subordination and Recognition Agreement dated January 30, 2007 (the "Lender/Succeeding Owner") and the MidPen Housing Corporation, a California nonprofit public benefit corporation ("MidPen"). The Lender/Succeeding Owner, Agency, MidPen and County may each be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

A. The Lender/Succeeding Owner has acquired all of the rights, title and interest to the property and development rights for that development of a residential mixed use project known as East Garrison (hereinafter, the "Project"), located on the former Fort Ord, pursuant to foreclosure process. A map showing generally the layout of lots for Phase I of the Project is attached as **Exhibit 1**.

B. The Lender/Succeeding Owner has indicated a desire to resume construction activities under the Agency's Disposition and Development Agreement ("DDA") and the County's Development Agreement ("DA") for the Project.

C. One of the obligations under the DDA is the provision of affordable rental housing in Phase One of the Project. This obligation is intended to be satisfied by the development of affordable rental housing by MidPen, as evidenced by that Memorandum of Agreement ("MOA") dated January 16, 2007, between MidPen and East Garrison Partners I, LLC, the predecessor in interest to Lender/Succeeding Owner.

D. MidPen has obtained a loan in the amount of Ten Million Dollars (\$10,000,000) by, *inter alia*, the State of California, through its Department of Housing and Community Development ("HCD"), for the development of affordable rental housing in Phase One of the Project, which loan requires that the rental housing be ready for occupancy by September 30, 2012.

E. The terms and conditions of the HCD loan require that construction by MidPen be substantially complete by June 30, 2012 and that Certificates of Occupancy be issued no later than September 30, 2012. There are certain Conditions of Approval issued for the Project which might otherwise delay or impair the ability of MidPen to comply with the timing requirements of the HCD loan.

F. The intent of this Agreement is to agree on a process to implement the DDA, DA and MOA in a manner which protects the public health and safety and still allows the timely development of affordable rental housing consistent with the terms of the HCD loan.

G. The Parties hereto agree and understand that at the time of the issuance of the Certificates of occupancy to MidPen that not all Phase 1 improvements will be complete, specifically, the Sub-Phase B improvements may not be complete. Nevertheless, that failure of completion will have no effect and shall not limit, hinder or defeat the issuance of the Certificates of Occupancy so long as the Sub-phase A improvements are complete as contemplated herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, COUNTY, AGENCY, MidPen AND LENDER/SUCCEEDING OWNER AGREE AS FOLLOWS:

1. Conditions of Approval

1.01. The Parties agree that the following Conditions of Approval are affected by this Agreement.

- (i) Condition of Approval No.77 (Water System Capacity)
- (ii) Condition of Approval No. 106 (Stormwater Detention Basins)
- (iii) Condition of Approval No. 133 (HOA Brochure)
- (iv) Condition of Approval No. 146 (Burglar Alarms)
- (v) Condition of Approval No. 157 (On-site Private Streets)
- (vi) Condition of Approval No. 159 (Hydrants and Fire Flow)
- (vii) Condition of Approval No. 160 (On-site Streets – Engineering)
- (viii) Condition of Approval No. 161 (On-site Streets – Road Access)
- (ix) Condition of Approval No. 185 (On-site Streets) and
- (x) Condition of Approval No. 251 (Off-site Roads: Reservation/Davis Intersection and Traffic Signal)

The full description of these Conditions of Approval are set forth in **Exhibit 2** to this Agreement.

1.02. The intent of this Agreement and the Parties thereto is to determine a level of “substantial compliance” with the Phase 1 Conditions of Approval. “Substantial Compliance” shall be achieved in two sub-phases. Sub-phase A activities will enable the installation of all improvements necessary and appropriate to the MidPen site so as to allow certificates of occupancy to be issued to the Sixty-Six (66) MidPen residential units. Sub-phase B activities will be the installation of the balance of the remaining Phase 1 improvements and achievement of all other

Conditions of Approval for Phase 1, as set forth herein. Sub-phase B activities shall be implemented, to the extent feasible, on a concurrent basis with Sub-phase A activities, but it is acknowledged that Sub-phase B activities may take longer to fully implement.

1.03. With respect to Sub-phase A activities, the Parties agree that the Lender/Succeeding Owner shall be considered to be in substantial compliance with above-referenced Conditions of Approval, if the following occurs with respect to each such condition:

(i) Condition of Approval No.77 (Water System Capacity)

Prior to the delivery of flammable construction materials to the MidPen site, the Lender/Succeeding Owner shall have completed, tested and certified the capacity of those fire hydrants and on-site water lines designated in **Exhibit 3** such that the MidPen site shall have adequate fire protection.

Additionally, prior to the delivery of flammable construction materials to the MidPen site, MidPen shall have completed, tested and certified the capacity of those fire hydrants and on-site water lines located with the MidPen site, designated as "MidPen Hydrants" in **Exhibit 3**.

(ii) Condition of Approval No. 106 (Stormwater Detention Basins)

Prior to the date of issuance of a building permit for the MidPen site, the Lender/Succeeding Owner shall have provided a certification from a Registered Civil Engineer that the drainage basins serving the MidPen site (as shown on **Exhibit 4**) are operationally complete and effectively functioning.

Further, Lender/Succeeding Owner shall provide documentation demonstrating it is responsible for operations and maintenance of such drainage basins until they are accepted by the East Garrison Community Services District.

(iii) Condition of Approval No. 157 (On-site Private Streets & Open Space)

Prior to the delivery of flammable construction materials to the MidPen site, the Lender/Succeeding Owner shall have completed the asphaltic concrete base course for the roads shown on **Exhibit 3**.

(iv) Condition of Approval No.159 (Hydrants and Fire Flow)

Prior to the delivery of flammable construction materials to the MidPen site, the Lender/Succeeding Owner shall have completed, tested and certified the capacity of those fire hydrants and on-site water lines designated in **Exhibit 3**.

Additionally, prior to the delivery of flammable construction materials to the MidPen site, MidPen shall have completed, tested and certified the capacity of those fire hydrants and on-site water lines located within the MidPen site, designated as "MidPen Hydrants" in **Exhibit 3**.

(v) Condition of Approval No. 160 (On-site Streets – Engineering)

Prior to the date of the issuance of the first Certificate of Occupancy for the MidPen site, Lender/Successor Owner shall design and construct all private streets within Sub-Phase A, as identified on **Exhibit 3** in accordance with the terms of COA No. 160, and shall obtain written concurrence of the Monterey County Regional Fire District (successor to Salinas Rural Fire Department) of such design. Further, Lender/Successor Owner shall provide documentation demonstrating it is responsible for operations and maintenance of such streets until they are accepted by the East Garrison Community Services District and/or the umbrella Homeowners Association.

(vi) Condition of Approval No. 161 (On-site Streets Road Access)

Prior to the delivery of flammable construction materials to the MidPen site, the Lender/Succeeding Owner shall have completed to a level of all-weather access the roadways for Sub-phase A as highlighted in **Exhibit 3**.

(vii) Condition of Approval No. 185 (Traffic and Circulation)

The signal at Reservation Road and East Garrison Drive shall be fully activated no later than the date of the issuance of the first Certificate of Occupancy for the MidPen site. Prior to the activation of the signal, and upon the commencement of construction activities at the MidPen site, MidPen shall provide traffic controls, including flagging, consistent with the Manual on Uniform Traffic Control Devices, at the intersection of Reservation Road and East Garrison Drive. Further, prior to the delivery of flammable construction materials to the MidPen site, the Lender/Succeeding Owner shall have completed to all-weather access the roads highlighted on **Exhibit 3**.

Because of the health and safety issues related to the ability to regulate access to the MidPen site once occupied, failure of the Lender/Succeeding Owner to fully activate the signal at Reservation Road and East Garrison Drive by the time set forth above shall prevent the issuance of Certificates of Occupancy for the MidPen site.

(viii) Condition of Approval No. 251 (Off-site Roads: Reservation/Davis Intersection and Traffic Signal)

Prior to September 30, 2011, Lender/Succeeding Owner shall submit improvement plans for the interim signalization of the Intersection for the Department of Public Works to review and approve. Said interim signalization plans shall consist of signalization and related improvements

within the existing right of way (such as restriping if necessary) to ensure the Intersection operates at LOS C or better during the construction of Phase I. Additionally, within six (6) months after the issuance of a Certificate of Occupancy for the MidPen site, but no later than March 31, 2013, Lender/Successor Owner shall complete construction of the interim signalization plans approved by the Department of Public Works. Failure of the Lender/Succeeding Owner to install and activate the interim signal at Reservation Road and Davis Road by the time set forth herein, shall prevent the sale of lots or issuance of building permits (other than related to the MidPen site).

Further, Lender/Successor Owner shall conduct annual monitoring of the intersection as further detailed in Exhibit 4 attached hereto. Attached is **Exhibit 5** detailing the intent of the parties relative to the compliance with condition No. 251. The parties hereto acknowledge and agree that as long as the Lender/Succeeding Owner is in compliance with the terms and conditions of **Exhibit 5**, Condition No. 251 will be deemed satisfied for the purposes of providing Certificates of Occupancy to the MidPen site.

1.04. With respect to Sub-phase B activities, the Parties agree that the Lender/Succeeding Owner shall be considered to be in substantial compliance with above-referenced Conditions of Approval, if the following occurs with respect to each such condition:

(i) Condition of Approval No. 106 (Stormwater Detention Basins)

Within six (6) months after the date of the issuance of a Certificate of Occupancy for the MidPen site, but no later than March 31, 2013, Lender/Succeeding Owner shall provide a certification from a Registered Civil Engineer that the drainage basins for Phase 1 are complete and operational.

Further, Lender/Succeeding Owner shall provide documentation demonstrating it is responsible for operations and maintenance of such drainage basins until they are accepted by the East Garrison Community Services District.

(ii) Condition of Approval No. 133 (HOA Brochure)

Lender/Successor Owner shall create the umbrella Home Owners Association for Phase I of the East Garrison Project within six (6) months after the date of the issuance of the first Certificate of Occupancy for the MidPen site but no later than March 31, 2013, and shall develop and submit to the County's review, a Homeowner's brochure in compliance with the terms of COA No. 133.

(iii) Condition of Approval No. 146 (Burglar Alarms)

Lender/Successor Owner shall create the umbrella Home Owners Association for Phase I of the East Garrison Project within six (6) months

after the date of the issuance of the first Certificate of Occupancy for the MidPen site but no later than March 31, 2013, and shall include in the Homeowner's brochure information concerning Burglar Alarms in compliance with the requirements of COA No. 133.

(iv) Condition of Approval No. 157 (On-site Private Streets & Open Space)

Within six (6) months after the date of issuance of the first Certificate of Occupancy for the MidPen site but no later than March 31, 2013, Lender/Successor Owner shall complete construction of all private streets within Phase 1, except that the private streets and alleys designated on Exhibit 6 shall be allowed to be constructed to a level of one (1) inch below finish grade until they are conveyed to the Umbrella Homeowners Association, at which time they shall be completed to final finish grade. Until such time as the street are constructed to final finish grade they shall remain closed to the public.

Further, Lender/Succeeding Owner shall convey such streets, as well as the proposed open space parcels C and D, and all common area parcels shown on the Map attached as **Exhibit 1**, to the umbrella Homeowners Association, consistent with the requirements of the State Department of Real Estate, which may include partial conveyances over time, as well as any applicable provisions in any infrastructure improvement agreements. Lender/Successor Owner shall be responsible for the maintenance and operation of all such parcels until they are conveyed to the umbrella Homeowners Association.

(v) Condition of Approval No. 160 (On-site Streets – Engineering)

Within six (6) months after the date of the issuance of the first Certificate of Occupancy for the MidPen site, but no later than March 31, 2013, Lender/Successor Owner shall design and construct all private streets within Phase 1, as shown on Exhibit 1, in accordance with the terms of COA No. 160, except that the private streets and alleys designated on Exhibit 6 shall be allowed to be constructed to a level of one (1) inch below finish grade until they are conveyed to the Umbrella Homeowners Association, at which time they shall be completed to final finish grade. Until such time as the street are constructed to final finish grade they shall remain closed to the public.

Lender/Successor Owner shall obtain written concurrence of the Monterey County Regional Fire District (successor to Salinas Rural Fire Department) of such design of all private streets. Further, no later than March 31, 2013, Lender/ Successor Owner shall provide documentation demonstrating it is responsible for operations and maintenance of such streets until they are accepted by the East Garrison Community Services District and/or the umbrella Homeowners Association.

(vi) Condition of Approval No. 161 (On-site Streets Road Access)

Within six (6) months after the date of the issuance of the first Certificate of Occupancy for the MidPen site, but no later than March 31, 2013, Lender/Successor Owner shall complete finished construction all private streets within Phase 1 in accordance with the terms of COA No. 160 and 161, except that the private streets and alleys designated on Exhibit 6 shall be allowed to be constructed to a level of one (1) inch below finish grade until they are conveyed to the umbrella Homeowners Association, at which time they shall be completed to final finish grade. Until such time as the street are constructed to final finish grade they shall remain closed to the public.

(vii) Condition of Approval No. 185 (Traffic and Circulation)

Within six (6) months after the date of the issuance of the first Certificate of Occupancy for the MidPen site, but no later than March 31, 2013, Lender/Successor Owner shall complete construction of all private streets within Phase I in accordance with approved local engineering standards and Specific Plan guidelines, except that the private streets and alleys designated on Exhibit 6 shall be allowed to be constructed to a level of one (1) inch below finish grade until they are conveyed to the umbrella Homeowners Association, at which time they shall be completed to final finish grade. Until such time as the street are constructed to final finish grade they shall remain closed to the public. Further, no later than March 31, 2013 Lender/Successor Owner shall provide documentation demonstrating it is responsible for operations and maintenance of such streets until they are accepted by the East Garrison Community Services District and/or the umbrella Homeowners Association.

2. Conveyance of Property

Upon approval and execution of this Agreement by the Agency and County, the terms and conditions required for Lender/Successor Owner to convey the MidPen site to MidPen, pursuant to the terms of the DA, DDA and Assignment and Assumption Agreement between Lender/Successor and MidPen, shall be deemed to be in substantial compliance. The Agency and the County hereby approve the future transfer of the MidPen site to MidPen in accordance with the DA, DDA, and Assignment and Assumption Agreement. Notwithstanding anything herein to the contrary, the transfer of the MidPen site to MidPen is contingent upon Lender/Successor and MidPen entering into a mutually agreeable Purchase Agreement with terms including, but not limited to, MidPen obtaining funding necessary to construct and complete the contemplated improvements.

- 2.01. Lender/Successor Owner and MidPen shall expedite such actions as necessary to complete the transfer of the site to MidPen on or before September 15, 2011.
- 2.02. The failure of Lender/Successor Owner to complete the conditions required in this Agreement by the date of the issuance of a Certificate of Occupancy for the

MidPen site shall be the responsibility of Lender/Successor Owner and shall not interfere with the issuance of the Certificate of Occupancy if MidPen has met all conditions related to its development of the site and all Sub-phase A improvements are complete. To the extent that any party other than Lender/Successor Owner incurs any costs resulting from the failure of Lender/Successor Owner to timely comply with the obligations described in Sections 1, 2 or 3 of this Agreement, such party reserves all its rights to seek compensation from Lender/Successor Owner.

- 2.03. A specific condition of the conveyance of the property to MidPen will be a condition that the ultimate rental contract between MidPen and their end users ("Renters") will contain strong and specific language regarding the Renters understanding of the limits and boundaries of the Phase 3 property. Specifically, it will need to be clearly understood and stated that there will be a zero tolerance policy towards any trespassing, vandalism or malicious activity by Renters and/or their dependents, guests or invitees on or about the Phase 3 property.

3. Further Implementing Activities.

- 3.01. To further implement the provision of Phase I Affordable Rental Housing pursuant to the DDA and DA, Lender/Succeeding Owner agrees to take the following actions by the following time periods:
- (a) To use commercially reasonable efforts to provide permanent power to the MidPen site as soon as is feasible; and
 - (b) To use commercially reasonable efforts to cause the sewer lift station to be operational as soon as is feasible; and
 - (c) Obtain a "Will Serve" letter from MCWD that identifies that water and sewer are available to the MidPen site.

4. Payment of Funds.

- 4.01. As part of the implementation of the DDA, and MOA with respect to MidPen, as well as implementation of MidPen's loan from HCD, the Agency will incur certain costs. Those costs were estimated and included in the loan application which resulted in the HCD award, and MidPen hereby agrees to pay the Agency a "Project Implementation Fee" in the amount of One Hundred Thousand Dollars (\$100,000) to pay for the services being provided by the Agency for this portion of the project.
- 4.02. Payment of the Project Implementation Fee shall be made in the following manner:
- a. MidPen shall pay one-half of the Project Implementation Fee to the agency no later than thirty (30) days after approval of this Agreement.

- b. MidPen shall pay the remaining Project Implementation Fee to the Agency no later than the issuance of the Certificate of Occupancy for the MidPen site.

5. No Promise or Representation as to Future Actions.

Lender/Succeeding Owner, MidPen, Agency and County agree that nothing in this Agreement is to be construed as a representation, promise, or commitment on the part of the County or Agency to give special treatment to, or exercise its discretion favorably for, the Project or Lender/Succeeding Owner or MidPen with respect to any changes or variances in the Project. The purpose of this Agreement is to implement the existing Project as it pertains to the development of Affordable Rental Housing in Phase I.

6. Other Agreements Remain in Place.

All other agreements between and/or among the County, Agency, Lender/Successor Owner or MidPen, or such of them as may exist, remain in place and effect. This Agreement merely implements the DDA and DA, and any changes or amendments to those agreements must be made in separate documents.

7. Indemnification.

The Lender/Succeeding Owner and MidPen shall each defend, indemnify, and hold harmless the County and Agency from and against any and all claims, liabilities, or losses in any action brought by any third party challenging the validity of this Agreement or the authority of the County or Agency to enter into this Agreement. This indemnification shall survive any termination of this Agreement.

8. Assignment.

Neither the Lender/Succeeding Owner nor MidPen may assign, sell, mortgage, hypothecate or otherwise transfer its obligations under this Agreement except as part of a financial transaction or transfer to a transferee or assignee as permitted under or as otherwise approved in writing by the County and Agency. This Agreement and the rights, privileges, duties, and obligations of the Parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective, successors and permitted assigns.

9. Amendment.

This Agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto.

10. Authority to Implement this Agreement.

The Director of Housing and Redevelopment shall have the authority to implement this Agreement on behalf of the County and Agency, and to enter into such clarifying and/or administrative memoranda or other documentation as he or she deems appropriate to carry out its purpose and intent, provided that any change to a material term of this Agreement shall require approval of both the Board of Supervisors of the County of Monterey and the Board of Directors of the Redevelopment Agency of the County of Monterey. Lender/Succeeding Owner represents

and warrants that any individual executing or amending this Agreement on behalf of the Lender/Succeeding Owner has been authorized by Lender/Succeeding Owner to enter into and implement this Agreement on behalf of the Lender/Succeeding Owner and to bind the Lender/Succeeding Owner to the terms and conditions of the same. MidPen represents and warrants that any individual executing or amending this Agreement on behalf of MidPen has been authorized by MidPen to enter into and implement this Agreement on behalf of MidPen and to bind the MidPen to the terms and conditions of the same.

11. Waiver.

The failure of a Party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the Parties hereto, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

12. Governing Law.

This Agreement shall be construed, interpreted and governed by the laws of the State of California, without regard to conflicts of law principles.

13. Negotiated Agreement.

The Parties acknowledge that each Party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement.

14. Relationship of Parties.

This Agreement establishes only a funding and reimbursement arrangement between the Parties, and nothing in this Agreement establishes a partnership or joint venture among the Parties.

15. Notices.

Notice to the Parties in connection with this Project Reimbursement Agreement shall be given personally, by first class, certified, or registered mail, or by an express mail delivery service addressed as follows (except as any Party may otherwise direct in writing to the other Parties):

TO COUNTY AND AGENCY: Director, Redevelopment and Housing Office
County of Monterey
168 West Alisal, Third Floor
Salinas, CA 93901

TO LENDER/SUCCEEDING OWNER:

UCP East Garrison, LLC
James W. Fletcher, Vice-President
6489 Camden Avenue, Suite 204
San Jose, CA. 95120

TO MIDPEN HOUSING CORPORATION:

MidPen Housing Corporation
303 Vintage Park Drive
Suite 250
Foster City, CA 94404

Notice shall be deemed effective at the time of personal delivery, five days after the notice is deposited in the United States registered or certified mail, properly addressed, with postage prepaid, or on the day of delivery if notice is sent by express mail delivery service.

16. Entire Agreement.

This Agreement constitutes the entire agreement between MidPen, Lender/Succeeding Owner, Agency and County respecting the implementation of the DDA and DA with regard to the provision of Affordable Rental Housing for Phase I of the East Garrison Project and shall supersede all prior negotiations, representations or agreements, either written or oral, among the Parties with respect to this issue. County, Agency, MidPen and Lender/Succeeding Owner each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein.

20. Counterparts.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the County, Agency, Lender/Succeeding Owner and MidPen have executed this advance funding Agreement as of the day and year written below.

COUNTY:

COUNTY OF MONTEREY

Date: 6-30-11

James B. Porter
Chair

APPROVED AS TO FORM:

Kay Reimann
Kay Reimann
Deputy County Counsel

Date: 6/28/11

-AND-

AGENCY:

REDEVELOPMENT AGENCY OF THE
COUNTY OF MONTEREY

Date: 6-30-11

James B. Porter
Chair

APPROVED AS TO FORM:

Kay Reimann
Kay Reimann
Deputy County Counsel

Date: 6/28/11

-AND-

LENDER/SUCCEEDING OWNER:

UCP East Garrison, LLC, a Delaware Limited Liability Company

BY: UCP, LLC, a Delaware Limited Liability Company, its sole member

Date: June 16, 2011

By: 

Dustin L. Bogue, President

-AND-

MIDPEN HOUSING CORPORATION

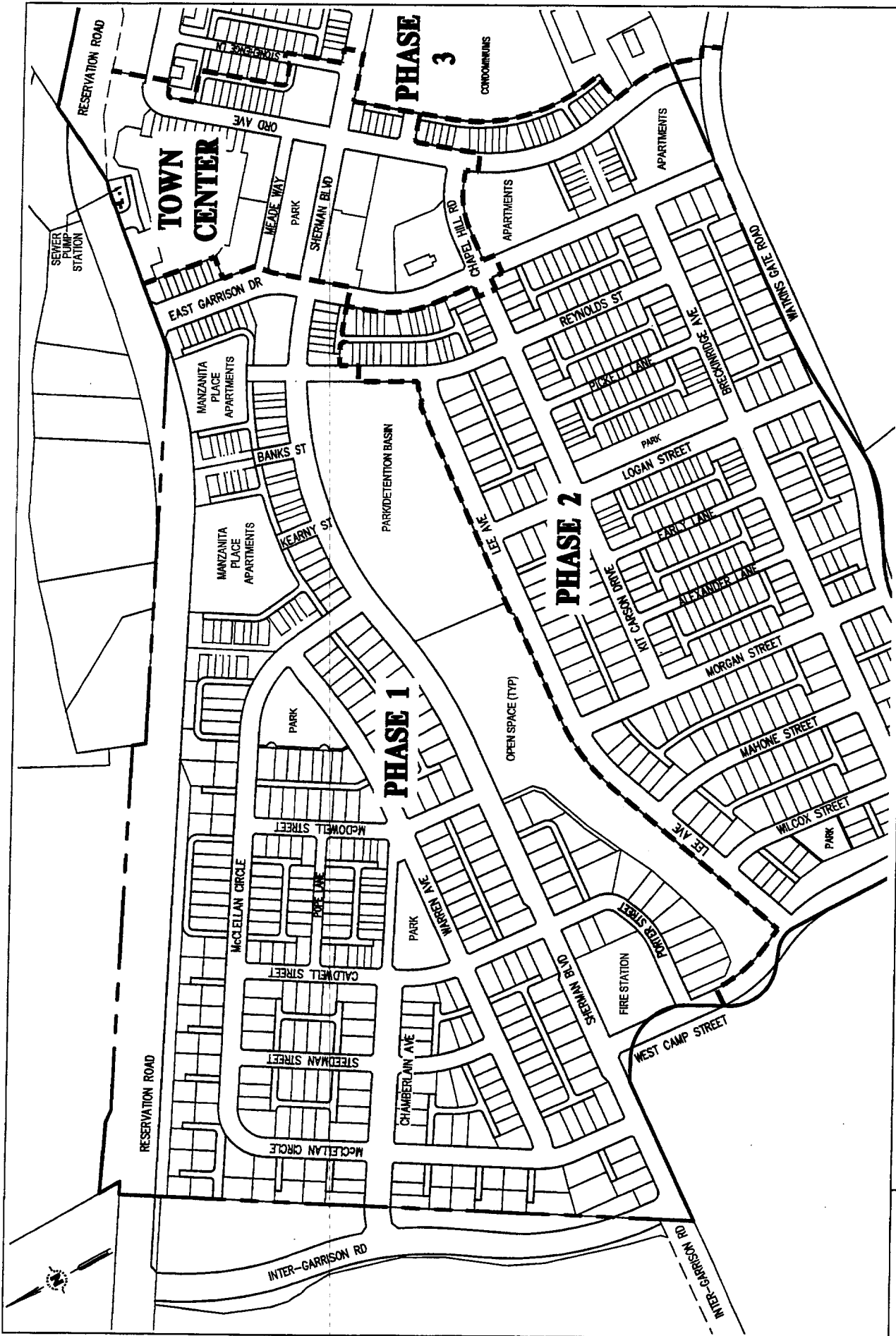
MidPen Housing Corporation, a California
nonprofit public benefit corporation

BY:

Date: June 17, 2011

By: 

Matthew O. Franklin



DATE:	JUNE 16, 2011	SHEET	1
SCALE:	1" = 400'	DRAWN:	APH
CHECKED:	RPW	PROJECT No.:	2615.00

MONTEREY COUNTY
EXHIBIT 1
EAST GARRISON PHASE 1

DRAWING PATH: T:\Monterey Projects\2615\CAD\IE\exhibits-WE\Mid Pen Implementation Agreement\1-Phase 1.dwg
 WHITSON ENGINEERS - 9899 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831) 373-5065 - WWW.WHITSONENGINEERS.COM



EXHIBIT 2
Conditions of Approval
in this
Implementation Agreement

- 77 **PUBLIC SERVICES:** Based on MCWD's *Water Distribution System Master Plan, Capital Improvement Program*, Table 7-1, MCWD will be required to construct new reservoirs by Year 2007, or as determined by MCWD, based on water demands modeled within their system. Prior to issuance of the first building permit for commercial development within the EGSP, the project applicant shall be required to obtain written verification from MCWD that sufficient fire flow/fire suppression capacity is available in the Existing Reservoir "F", or excess storage in Zone C or that the capacity in the new reservoir is available to accommodate the commercial fire flow suppression requirements associated with commercial development of the EGSP. If any portion of the commercial development is accelerated within the EGSP area to occur in earlier phases of project implementation, the project applicant shall be required to coordinate with MCWD to determine whether a portion of the existing excess storage in Zone C could be reserved for commercial fire flow. Such reservation would need to be confirmed and validated in writing by MCWD, and would need to be balanced against any remaining capacity for residential development. **(Fire, Planning and Building Inspection)**
- 106 **WR8 - COMPLETION CERTIFICATION:** Certification that stormwater detention facility has been constructed in accordance with approved plans shall be provided to the County Water Resources Agency by a registered civil engineer or licensed contractor who constructed the facility. **(Water Resources Agency)**
- 133 **WRSP - NON-STANDARD – HOA BROCHURE:** The applicant shall prepare a homeowner's brochure that describes the following:
- Homeowner BMPs for preventing siltation and providing clean runoff.
 - The importance of the adjacent land areas and provides recommendations for landscaping and wildfire protection. The brochure shall also describe measures for protecting wildlife and vegetation in the habitat areas.
 - Provide ridesharing, public transportation and nearby child care facilities information to tenants and property owners.
- (Water Resources Agency)**
- 146 **SP - NON-STANDARD – SAFETY:** Businesses and homeowners installing alarm systems or concerned with neighborhood safety should consult with the Sheriff's Office. Businesses in the Town Center should also consult with the Sheriff's Office regarding landscaping safety. **(Sheriff)**
- 157 **PBDSP - NON-STANDARD – OPEN SPACE:** The proposed open space and common area parcels (C and D parcels) and private roads shall be conveyed to the Homeowners' Association, non-profit organization, or CSD, as appropriate. **(Planning and Building Inspection, Public Works)**

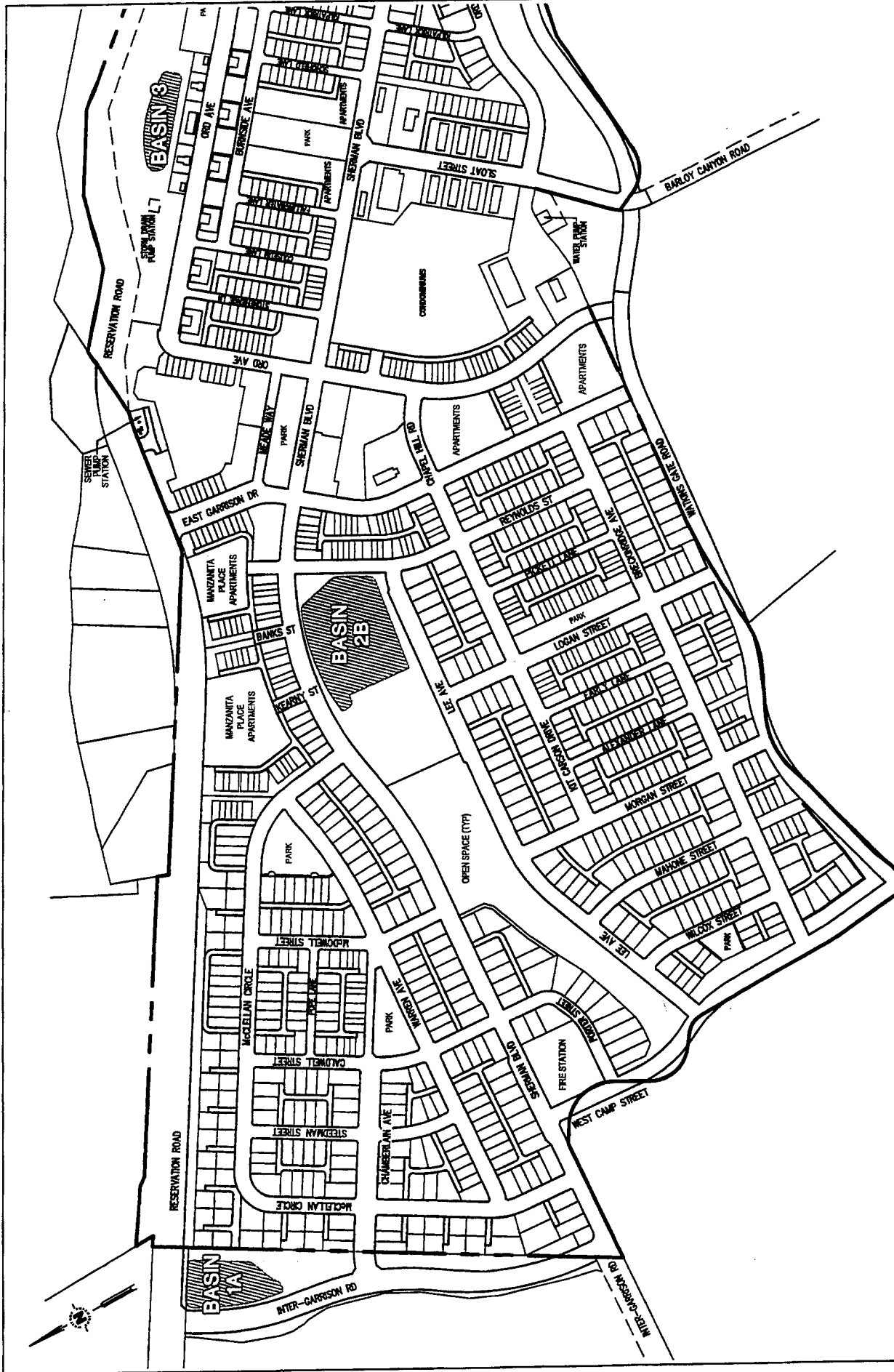
159 **FIRE030 -NON-STANDARD- HYDRANTS AND FIRE FLOW:** Hydrants for fire protection shall be provided at locations approved by the Salinas Rural Fire District and shall conform to the following requirements:

- a. **FIRE FLOW - BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS** - Pursuant to Uniform Fire Code Appendix III-A, the minimum fire flow requirement for buildings other than one- and two-family dwellings with automatic fire sprinkler systems installed is 1,500 gallons per minute with a duration of 20 psi under normal operating conditions for a duration of 2 hours. Buildings with Type V-N construction that are greater than 20,600 square feet shall require up to 2,000 gallons per minute with a residual pressure of 20 psi under normal operating conditions for a duration of up to 4 hours, as prescribed by the Uniform Fire Code.
 - b. **FIRE FLOW - ONE- AND TWO-FAMILY DWELLINGS** - Pursuant to Uniform Fire Code Appendix III-A, the basic minimum fire flow requirement for one- and two-family dwellings with automatic fire sprinkler systems installed is 500 gallons per minute with a residual pressure of 20 psi under normal operating conditions for a duration of 2 hours.
 - c. **TIMING OF INSTALLATION** - Approved fire protection water supply systems must be installed and made serviceable prior to the time of construction.
 - d. **HYDRANT/FIRE VALVE (LOCATION)** - The hydrant or fire valve shall be 18 inches above grade, 8 feet from flammable vegetation, no closer than 4 feet nor further than 12 feet from a roadway, and in a location where fire apparatus using it will not block the roadway.
 - e. **FIRE HYDRANTS** - Hydrants shall be installed in accordance with spacing set forth in Uniform Fire Code Appendix III-B and in accordance with the following specifications
 - f. **HYDRANT SIZE** - The hydrant shall have a minimum of two (2) 2-1/2 inch outlets NST and one (1) 4-1/2 inch outlet NST. The riser shall be a minimum of six (6) inches and shall be wet barrel type with a coefficient of 0.9.
 - g. **SIGNING OF WATER SOURCES** - Hydrant or fire valve identification may be allowed as specified in the *State Fire Marshal's Guidelines for Fire Hydrant Markings along State Highways and Freeways*, May 1988.
- (Salinas Rural Fire District.)

160 **FIRE002 - ROADWAY ENGINEERING:** The grade for all roads shall not exceed 15 percent. Where road grades exceed 8 percent, a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The length of vertical curves in roadways, exclusive of gutters, ditches and drainage structures designed to hold or divert water, shall not be less than 100 feet. No roadway turn shall have a horizontal inside radius of less than 50 feet. A roadway turn radius of 50 to 100 feet is required to have an additional 4 feet of roadway surface, or as approved by the Salinas Rural Fire District. A roadway turn radius of 100 to 200 feet is required to have an additional 2 feet of roadway surface, or as approved by the Salinas Rural Fire District. Roadway turnarounds shall be required on dead-end roads in excess of 150 feet of surface length. The minimum turning radius for a turnaround shall be 40 feet from the center line

of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of 60 feet in length. (Salinas Rural Fire District.)

- 161 **FIRE030 – NON-STANDARD - ROAD ACCESS:** Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than 150 feet from fire department access. All roads shall be constructed to provide a minimum width of 20 feet with an unobstructed vertical clearance of not less than 15 feet. The width may be reduced to 18 feet on neighborhood streets when rolled curb and drivable sidewalks have been provided with the approval of the Salinas Rural Fire District. One-way roads shall be not less than 14 feet wide, shall be connected to two-way roads on both ends, shall have rolled curbs and drivable sidewalks. Additional width shall be provided for on-street parking. Roads with street widths of less than 20 feet shall have signs and other street furniture on only one side of the street. Drivable sidewalks shall be constructed to support the weight of the fire engine (22 tons). The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (22 tons). Each road shall have an approved name. (Salinas Rural Fire District)
- 185 **PWSP –NON–STANDARD - TRAFFIC AND CIRCULATION:** In addition to the FORA impact fee, the applicant shall construct at its cost or cause to be constructed all streets and roads within the Project. All roads shall be maintained by a Community Services District (CSD) or other suitable or appropriate entity. All roads and traffic improvements shall be constructed in accordance with acceptable local engineering standards and Specific Plan standards. **(Public Works)**
- 251 **PWSP0079 - TRAFFIC AND CIRCULATION – RESERVATION ROAD/DAVIS ROAD INTERSECTION IMPROVEMENTS:** Applicant shall construct intersection improvements and install a traffic signal at the intersection of Reservation Road and Davis Road. This intersection shall be designed to operate at level of service (LOS) C or better in the year of project buildout with a street section approved by the Public Works Director. **(Public Works)**




	EXHIBIT 4		DATE: JUNE 16, 2011	SHEET
	MONTEREY COUNTY		SCALE: 1" = 500'	4
EAST GARRISON MANZANITA PLACE STORMWATER BASINS		CALIFORNIA	DRAWN: APH	CHECKED: RPW
DRAWING PATH: T:\Monterey Projects\2615\CAD\Exhibits-WE\Mid Pen Implementation Agreement\4-Basins.dwg			PROJECT No.: 2615-00	
WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831) 373-5065 - WWW.WHITSONENGINEERS.COM			OF 6	

EXHIBIT 5

SCHEDULE OF MONITORING/IMPROVEMENTS

DAVIS ROAD/RESERVATION ROAD INTERSECTION


DATE	REQUIRED ACTION
No later than September 30, 2011	Submission of updated Improvement Plans for Reservation Rd/Davis Rd intersection, including responses to prior plan check comments. Additionally, submission of plans for interim signalization within existing rights of way for review and approval by Department of Public Works
No later than October 31, 2011	Department of Public Works reviews and approves/provides comments on Improvement Plans and interim signalization plans
No later than March 31, 2013	Completion of interim signalization improvements
May, 2013 (precise dates per Dept. of Public Works)	Begin monitoring of Level Of Service for Intersection, continue on annual basis with the precise dates set by Department of Public Works. If monitoring shows decrease of LOS to D or lower, institute further interim improvements sufficient to raise level of service to LOS C within six (6) months.
As required to ensure LOS C at intersection, but not later than the close of escrow for the sale of the 250th lot in Phase II	Completion of COA No. 251 in full.



LEGEND

STREETS AND ALLEYS ALLOWED TO BE ONE INCH BELOW FINISHED GRADE UNTIL CONVEYANCE TO HOA



	EXHIBIT 6		DATE: JUNE 16, 2011	SHEET
	MONTEREY COUNTY		SCALE: 1" = 400'	6
COA 157: STREETS AND ALLEYS ALLOWED TO BE ONE INCH BELOW FINISHED GRADE				
DRAWING PATH: T:\Monterey Projects\2615\CAD\Exhibits-WE\Mid Pen Implementation Agreement\6-Streets and Alleys.dwg				
MONTEREY COUNTY COA 157: STREETS AND ALLEYS ALLOWED TO BE ONE INCH BELOW FINISHED GRADE			DRAWN: SH	PROJECT No.: 2615.00
DRAWING PATH: T:\Monterey Projects\2615\CAD\Exhibits-WE\Mid Pen Implementation Agreement\6-Streets and Alleys.dwg 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831) 373-5065 - WWW.WHITSONENGINEERS.COM			CHECKED: RPW	OF 6