

**AMENDMENT NO. 24
TO REIMBURSEMENT AGREEMENT AND FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARPER CANYON REALTY, LLC**

THIS AMENDMENT NO. 24 to the Reimbursement Agreement and Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Harper Canyon Realty, LLC (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT entered into a Reimbursement Agreement with County on October 6, 2005 (hereinafter "Agreement"); and

WHEREAS, Agreement was amended by the Parties on December 28, 2006 (hereinafter, "Amendment No. 1", including Exhibit 1A, Amendment No. 1 to Professional Services Agreement between Pacific Municipal Consultants and the County of Monterey for the Harper Canyon Subdivision EIR), December 27, 2007 (hereinafter, "Amendment No. 2"), April 17, 2008 (hereinafter, "Amendment No. 3"), October 16, 2008 (hereinafter, "Amendment No. 4"), April 1, 2009 (hereinafter, "Amendment No. 5"), November 10, 2009 (hereinafter, "Renewal and Amendment No. 6", including Exhibit 1B, Renewal and Amendment No. 6 to the Professional Services Agreement between Pacific Municipal Consultants and the County of Monterey for the Harper Canyon Subdivision EIR), February 3, 2010 (hereinafter, "Amendment No. 7"), June 29, 2010 (hereinafter, "Amendment No. 8"), September 29, 2010 (hereinafter, "Amendment No. 9"), December 29, 2010 (hereinafter, "Amendment No. 10", including Exhibit 1C, Amendment No. 10 to the Professional Services Agreement between Pacific Municipal Consultants and the County of Monterey for the Harper Canyon Subdivision EIR), February 8, 2011 (hereinafter, "Amendment No. 11"), June 28, 2011 (hereinafter, "Amendment No. 12"), December 15, 2011 (hereinafter, "Amendment No. 13"), June 20, 2012 (hereinafter, "Amendment No. 14"), December 21, 2012 (hereinafter, "Amendment No. 15", including Exhibit 1D, Amendment No. 15 to the Professional Services Agreement between Pacific Municipal Consultants and the County of Monterey for the Harper Canyon Subdivision EIR), February 26, 2013 (hereinafter, "Amendment No. 16"), November 4, 2013 (hereinafter, "Amendment No. 17"), March 28, 2014 (hereinafter, "Amendment No. 18"), June 18, 2014 (hereinafter, "Amendment No. 19"), September 23, 2014 (hereinafter, "Amendment No. 20"), January 29, 2015 (hereinafter, "Amendment No. 21"), March 30, 2015 (hereinafter, "Amendment No. 22"), and June 10, 2015 (hereinafter, "Amendment No. 23"); and

WHEREAS, PROJECT APPLICANT has applied to the County for approval of various development permits for the Harper Canyon Subdivision (hereinafter, "Project") requiring an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, County engaged Pacific Municipal Consultants (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, as of July 1, 2015, Contractor was placed under ownership of Michael Baker International, Inc.; and

WHEREAS, the Parties wish to further amend the Agreement to revise the Contractor's legal name with no associated dollar amount increase until the final disposition of all litigation challenging the Board of Supervisors' approval of the Project.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. In all places within the Agreement, and any amendment thereto, any reference to Pacific Municipal Consultants is hereby replaced with Michael Baker International, Inc.
2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 24 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 24 are incorporated into the Agreement and this Amendment No. 24.


IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 24 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Director of Planning

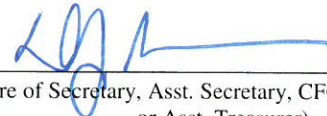
Date: 8/28/15

HARPER CANYON REALTY, LLC*

By: 
(Signature of Chair, President or Vice President)

Its: BURTON N FORESTER, PRESIDENT
(Printed Name and Title)

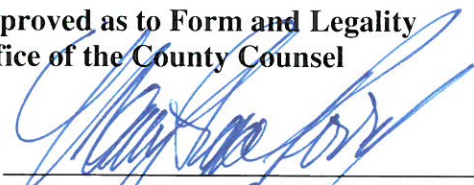
Date: 8/24/2015

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: DEBORAH J ARVESEN, SECRETARY
(Printed Name and Title)

Date: 8/24/15

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Deputy County Counsel

Date: 8.28.15

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If PROJECT APPLICANT is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.