

**AMENDMENT NO. 16  
TO REIMBURSEMENT AGREEMENT AND FUNDING AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
HARPER CANYON REALTY, LLC**

**THIS AMENDMENT NO. 16** 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 County and PROJECT APPLICANT are referred to as the "Parties") 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"), 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"), 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"), 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"), and December 21, 2012 (hereinafter, "Amendment No. 15"); 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**, the EIR has not been completed; and

**WHEREAS**, the PROJECT APPLICANT has requested additional time to address various issues related to water treatment for the PROJECT; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to December 31, 2013 with no associated dollar amount increase to continue to allow reimbursement and funding by the PROJECT APPLICANT to the County for costs incurred by the CONTRACTOR and County departments and to allow the PROJECT APPLICANT additional time to continue to address various issues related to water treatment before completion of the EIR for the PROJECT.

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

1. Amend Paragraph 5, "Term", to read as follows:

AGREEMENT shall become effective September 13, 2005 and continue through December 31, 2013, unless terminated pursuant to Paragraph 6 of AGREEMENT.

2. Amend the first sentence of Paragraph 6, "Termination", to read as follows:

AGREEMENT shall terminate on December 31, 2013, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. This Amendment No. 16 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 16 to the Reimbursement and Funding Agreement as of the last date opposite the respective signatures below:

**THE COUNTY OF MONTEREY**

By:   
Director of Planning

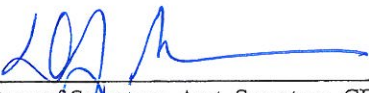
Date: 2/26/13

**PROJECT APPLICANT\***

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

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

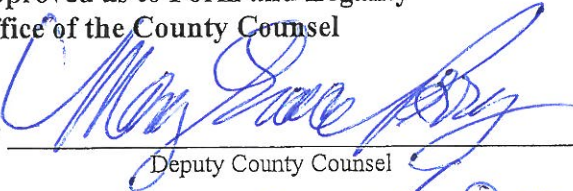
Date: Feb. 21, 2013

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

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

Date: FEB 20, 2013

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

By:   
Deputy County Counsel

Date: 2/25/2013

\*INSTRUCTIONS: IF CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.