

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Monterey
Department of Public Works
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT NO. 4 TO THE COUNTY OF MONTEREY SUBDIVISION
IMPROVEMENT AGREEMENT
FOR YORK HIGHLAND RESUBDIVISION**

This Amendment No. 4 to the County of Monterey Subdivision Improvement Agreement For York Highlands Resubdivision ("Amendment No. 4") is entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Monterey County Bank and United Security Bank (hereinafter "SUBDIVIDERS" or "OWNERS"). Collectively, COUNTY and SUBDIVIDERS or OWNERS are referred to as the "parties".

WHEREAS, a Subdivision Improvement Agreement was executed by the parties and recorded on May 31, 2012 as Official Records Document Number 2012031807 for the York Highlands Resubdivision (hereinafter "Resubdivision", an Amendment No. 1 to said Subdivision Improvement Agreement was executed by the parties and recorded on May 29, 2014 as Official Records Document Number 2014024695, an Amendment No. 2 to said Subdivision Improvement Agreement was executed by the parties and recorded on March 31, 2016 as Official Records Document Number 2016016626, and an Amendment No. 3 to said Subdivision Improvement Agreement was executed by the parties and recorded on September 20, 2018 as Official Records Document Number 2018041573. (The Subdivision Improvement Agreement, as amended pursuant to Amendment Nos. 1, 2 and 3 is hereinafter referred to as "Agreement")

WHEREAS, OWNERS are banks subject to the regulatory authority of the FDIC, and are not proper entities to complete the subdivision improvements;

WHEREAS, OWNER, Monterey County Bank, has transferred certain real property which is the subject of this Agreement to MCBL-1, Inc., a California corp., and the parties have agreed that MCBL-1, Inc., a California corp. shall be added as an OWNER and party to this Agreement;

WHEREAS, OWNER, United Security Bank, has transferred certain real property which is the

subject of this Agreement to York Monterey Properties, Inc., a California corp., and the parties have agreed that York Monterey Properties, Inc., a California corp. shall be added as an OWNER and party to this Agreement;

WHEREAS, it is contemplated in the Agreement that the Resubdivision would be transferred to one or more developers who would in turn complete the subdivision improvements;

WHEREAS, Signature York Highlands, LLC, a California limited liability company purchased certain real property in the York Highlands Resubdivision from OWNERS and installed the first \$5,000,000 of subdivision improvements, and the COUNTY released its security in ten (10) lots in the York Highlands Resubdivision as contemplated under the Agreement;

WHEREAS, completion of the remaining subdivision improvements is delayed because the remaining lots in the York Highlands Resubdivision have not yet been transferred to a developer due to various processing and regulatory delays; and

WHEREAS, OWNERS have requested an extension of time under the Agreement to complete the subdivision improvements;

WHEREAS, the parties desire to amend the Agreement to extend the time for completion of the subdivision improvements for the York Highlands Resubdivision;

Now therefore, the parties agree that the Agreement is amended as follows:

1. MCBL-1, Inc., a California corp., is hereby added as an OWNER and party to this Agreement.
2. York Monterey Properties, Inc., a California corp., is hereby added as an OWNER and party to this Agreement.
3. The first sentence of Paragraph d, at line 2 on Page 10, is amended to read as follows:

Commence the construction and installation of the Improvements no later than December 31, 2022, unless otherwise mutually agreed to by the Parties.

4. Paragraph c, to section 20 on page 19 is hereby added to read as follows:

In addition to, and without alteration to the indemnification provided by this section 20 of this Agreement, United Security Bank, hereby agrees to immediately indemnify, defend, and hold COUNTY harmless from and against any and all loss, damage or liability, costs or expenses whatsoever, in connection with any third party claim whatsoever (including reasonable attorneys' fees and court costs) from The Don Chapin Co., Inc., Seatec Underground Utilities Company, Inc., and/or their assigns, arising from or in connection with this Subdivision Improvement Agreement, including but not limited to, any claim made against the COUNTY in the existing litigation between those third parties and United Securities Bank and/or Signature York Highlands, LLC. United Security Bank shall have the discretion and authority to choose defense counsel under this subsection of the indemnification clause, subject to approval by and in

coordination with the Office of the Monterey County Counsel, which approval shall not be unreasonably withheld.

- 5. Recordation. Upon execution of this Amendment No. 4 to the Agreement, OWNERS shall cause recordation thereof with the County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below.

OWNER:

MONTEREY COUNTY BANK

DATE: _____ By: _____
Charles T. Chrietzberg, Jr., President

OWNER:

MCBL-1, INC.

DATE: _____ By: _____

OWNER:

UNITED SECURITY BANK

DATE: _____ By: _____
Dennis R. Woods, President

OWNER:

YORK MONTEREY PROPERTIES, INC.

DATE: _____ By: _____

COUNTY OF MONTEREY:

DATE: _____ By: _____
Chair, Board of Supervisor

ATTEST:

DATE: _____

By: _____
Clerk of the Board, Board of Supervisor

APPROVED AS TO FORM:
LESLIE GIRARD, COUNTY COUNSEL
COUNTY OF MONTEREY

DATE: _____

By: _____
Deputy County Counsel

Notary Acknowledgments Follow

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 _____)

On _____ before me, _____, a Notary Public,
personally appeared _____,

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 _____

(SEAL)

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.

On _____ before me, _____, a Notary Public,
personally appeared _____,

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 _____

(SEAL)