

**AMENDMENT NO. 20
TO REIMBURSEMENT AGREEMENT AND FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARPER CANYON REALTY, LLC**

THIS AMENDMENT NO. 20 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") 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"), and June 18, 2014 (hereinafter, "Amendment No. 19"); 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 completed Final EIR has not been certified; and

WHEREAS, the PROJECT APPLICANT has requested additional time to complete well testing by December 2, 2014 to allow for the completion of the discretionary hearing process for the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to January 31, 2015 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 to complete well testing prior to the completion of the discretionary hearing process for 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 January 31, 2015, unless terminated pursuant to Paragraph 6 of AGREEMENT.

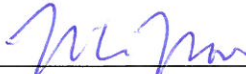
2. Amend the first sentence of Paragraph 6, "Termination", to read as follows:

AGREEMENT shall terminate on January 31, 2015, 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. 20 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. 20 to the Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: 
Director of Planning


Date: 9/23/14

PROJECT APPLICANT*

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

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

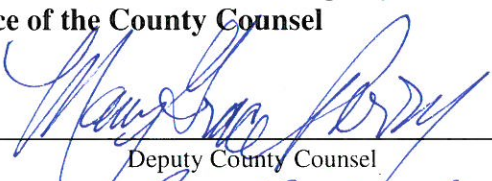
Date: 9/10/14

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

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

Date: 9/10/14

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

By: 
Deputy County Counsel

Date: 9-18-2014

*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.