

**FIRST AMENDMENT TO
MONTEREY COUNTY SUBDIVISION IMPROVEMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE VALLEY VIEW SUBDIVISION is made and effective as of the last date opposite the respective signatures by and between the County of Monterey, a political subdivision of the State of California, hereinafter "COUNTY," and CHISPA, INC., hereinafter, "SUBDIVIDER." COUNTY and SUBDIVIDER are sometimes referred to herein as the "PARTIES."

RECITALS

1. The PARTIES have executed a certain Subdivision Improvement Agreement for the Valley View Subdivision, which was dated, May 2007, and recorded on May 24, 2007, with the Monterey County Recorder, Monterey County, California ("Agreement").
2. The PARTIES wish to modify and amend the terms of the Agreement in the manner provided herein and in accordance with Section 25 of the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing definitions and recitals, which are hereby incorporated as part of the agreement of the PARTIES, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

1. Amendments to the Agreement.
 - A. The "RECITALS" as originally stated in the Agreement is hereby deleted and replaced in its entirety with the following revised recitals:

Final Map: Valley View Subdivision ("SUBDIVISION")

Tentative Map Resolution of Approval No. ("Tentative Map" or "Resolution of Approval"): Resolution No. 06-089

Title of Improvement Plans: Valley View Subdivision

Name of Surety or Financial or Other Institution Providing Security

Instrument (hereafter referred to as "Surety"), Address, and Contact

Person: N/A – deed/trust pursuant to Section 6 (f)

Estimated Cost of Improvements:

Grading Improvements: \$107,850.00

Streets – Public/Private: \$252,321.00

Storm Drain:	\$129,000.00
Sewer:	\$180,075.00
Water:	\$101,060.00
Landscaping:	\$ 34,500.00
Tot Lot and horseshoes	\$ 40,451.00
Retaining Walls:	\$168,750.00
Erosion Control:	\$ 10,000.00
Dry Utilities	\$101,931.00
Other Infrastructure	\$ 0.00
Estimated Total Cost of Improvements	\$1,165,488.00
10% Contingency	\$ 116,548.00
Faithful Performance Bond (100% of Est. Total Cost):	\$1,282,036.00
Form of Security, if other than bond:	deed/trust (\$1,282,036.00) pursuant to Section 6 (f)
Reference information (e.g., Bond Number):	N/A
Labor & Materials Bond (50% of Est. Total Cost):	\$641,018.00
Form of Security, if other than bond:	deed/trust (\$641,018.00) pursuant to Section 6 (f)
Reference information (e.g., Bond Number):	N/A
Warranty Security (20% of Est. Total Cost)	\$ 256,407.00
Estimated Total Cost of Monumentation	\$ 2,500.00
Form of Security, if other than bond:	deed/trust (\$2,500.00) pursuant to Section 6 (f)

- B. Section 1, "SUBDIVIDER'S Obligation to Construct Improvements," subsection "d," first sentence, is revised and replaced in its entirety with the following:

Commence and complete construction and installation of the Improvements within two (2) years from the County's approval of the First Amendment to the Agreement, with future extensions as necessary.

All of the other requirements and language of Section 1, subsection d, shall remain the same.

- C. Section 6, "Security," as originally stated in the Agreement is hereby amended to include new subsection "f," which shall provide as follows:

f. Alternatively, a Deed of Trust in favor of the County of Monterey in the form attached hereto as Exhibit "A" and incorporated herein by reference ("Deed of Trust"), shall be recorded. The Deed of Trust shall guarantee payment for the estimated cost of all work required under this Agreement, including the faithful performance of the construction and installation of the Improvements, labor and materials, a one (1) year warranty of the Improvements, and setting SUBDIVISION monuments. The Deed of Trust shall constitute security for the improvements for the

SUBDIVISION pursuant to Government Code Section 66499(a) (5) until such time as any further grading, building, or other construction permit(s) are to be issued for the SUBDIVISION. Prior to the issuance of any further grading, building, or other construction permits for the SUBDIVISION, SUBDIVIDER agrees to replace the Deed of Trust with one or more bonds in the amounts specified in the Agreement, which shall be updated in compliance with Monterey County Code section 19.13.010 to reflect then current estimates for improvements at the time of bonds are required to be posted.

D. Section 23, "Binding on Successors and Assigns," is amended to read as follows:

This Agreement shall be binding upon the successors and assigns of each of the parties. Sale of all or part of the lands of the underlying SUBDIVISION shall not serve to transfer the obligations of the SUBDIVIDER under this Agreement. SUBDIVIDER shall obtain the consent of the COUNTY, which consent shall not be unreasonably withheld, prior to the sale of all or any part of the SUBDIVISION if such sale is to occur prior to the posting of bonds as set forth in section 6(f), above.

E. The Agreement is amended to add Exhibit A, "Deed of Trust," which is attached hereto and incorporated by reference in the Agreement.

2. No other amendments, modifications, or alterations, other than the amendment specifically stated herein are contemplated or made part of the execution of this Amendment. All other terms, conditions, provisions, rights, duties, and benefits stated in the Agreement shall continue in full force and effect, unless and until modified in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this First Amendment to the Agreement.

CHISPA, INC.

COUNTY OF MONTEREY

By: _____

By: _____

Public Works Director

Title: _____

Date: _____

Date: _____

ATTEST:

(Proper Notarization of CHISPA, INC.'S signature is required and shall be attached)

CLERK TO THE BOARD COUNTY OF MONTEREY

By: _____

Date: _____

APPROVED AS TO FORM

CHARLES J. McKEE, County Counsel

Date: _____