



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Jane Parker, seconded by Supervisor John M. Phillips to:

Adopted Ordinance No. 5333 to:

- a. Consider an Addendum (Attachment A) together with the Final Subsequent Environmental Impact Report (FSEIR) for the East Garrison Specific Plan, pursuant to Section 15164 of the California Environmental Quality Act Guidelines;
- b. Adopt an Ordinance (Attachment B) to approve the First Amendment to Development Agreement between the County and UCP East Garrison, LLC, which would extend the Agreement for 15 years (to October 4, 2035) and establish a fee on remaining building permits for the East Garrison Project to replace the Fort Ord Reuse Authority Community Facilities District Special Tax.

PASSED AND ADOPTED on this 16th day of June 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 16, 2020.

Dated: June 16, 2020
File ID: ORD 20-008
Agenda Item No.: 12

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

ORDINANCE NO. 5333

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND UCP EAST GARRISON, LLC

County Counsel Summary

This ordinance approves the First Amendment to Development Agreement between the County of Monterey and UCP East Garrison, LLC. The First Amendment establishes a fee to replace the Fort Ord Reuse Authority Community Facilities District Special Tax, with such replacement fee to be paid by the developer or its successors in interest upon issuance of the remaining building permits for the East Garrison Project. The First Amendment also extends the term of the Development Agreement an additional fifteen years to October 4, 2035. The East Garrison Project is in the former Fort Ord in the unincorporated area of Monterey County.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. FINDINGS AND DECLARATIONS

- A. The County of Monterey and East Garrison Partners, LLC (the “Original Developer”) entered into that certain Development Agreement dated October 4, 2005 and recorded in the Official Records of Monterey County on May 16, 2006 as Instrument No. 2006044223 (the “Development Agreement”), related to development of approximately 244 acres on the former Fort Ord, a former United States military base, in the unincorporated area of Monterey County. The County Board of Supervisors adopted the Development Agreement by Ordinance No. 05001 on October 4, 2005 pursuant to California Government Code sections 65864 through 65869.6 and Monterey County Code Chapter 18.62.
- B. Concurrent with approval of the Development Agreement, the Board of Supervisors adopted the East Garrison Specific Plan and approved the Original Developer’s application for a Combined Development Permit and other entitlements for development of the Property (the East Garrison Project).
- C. In 2009, UCP East Garrison, LLC (the “Developer”) acquired title to the real property subject to the Development Agreement, and UCP East Garrison, LLC became the successor-in-interest to Original Developer under the Development Agreement.
- D. As fully set out in the First Amendment to Development Agreement (“Amendment”), attached hereto as Exhibit 1 and incorporated herein by reference, and for the reasons stated in the Amendment, the County and Developer mutually desire to amend the Development Agreement to: 1) extend the term of the Development Agreement an additional fifteen years to October 4, 2035; and 2) establish a fee to replace the Fort

Ord Reuse Authority (FORA) Community Facilities District Special Tax, with such replacement fee to be paid by Developer or its successors in interest upon issuance of the remaining building permits for the East Garrison Project.

- E. Final subdivision maps have been recorded for the entire East Garrison Project, and a majority of the lots have been sold and developed. As provided in Section 9.3(c) of the Development Agreement, the Development Agreement automatically terminated as to any single family residence, multifamily building or non-residential building, and the lot upon which such building is located, when the County approved the residence or building for occupancy, while the Development Agreement continues to apply to the remainder of the Property. Accordingly, the Amendment to the Development Agreement applies only to the portion of the Property for which the County has not approved a residence or building for occupancy and for which a building permit has not issued as of June 30, 2020.
- F. Pursuant to sections 65867.5 and 65868 of the California Government Code and Chapter 18.62 of the Monterey County Code, the Board of Supervisors makes the following findings:
1. The Amendment is consistent with the General Plan and the East Garrison Specific Plan. The change in funding mechanism from FORA CFD Special Tax to a County replacement fee and the fifteen-year extension of the term of the Development Agreement do not alter the Project in a manner that would create an inconsistency with the General Plan or East Garrison Specific Plan.
 2. The Amendment is in the public interest. The Amendment enables continuation of a fee equivalent to the FORA CFD fee after termination of the FORA fees due to the dissolution of FORA. Establishment of the replacement fee is consistent with the environmental analysis and mitigation measures for the East Garrison project and will be used for the same beneficial purposes of infrastructure improvements and habitat management as the FORA Fee. The replacement fee consists of fair share contribution to the Transportation Agency of Monterey County's Regional Development Impact Fee for roads in TAMC's Zone 5 (former Fort Ord), the County roadway fee for the Greater Salinas area, and habitat management in County unincorporated area in the former Fort Ord.
 3. The Amendment provides public benefits that may not otherwise be attainable through other applicable development approval processes by providing Developer's voluntary agreement to the levy of a replacement fee on future building permits in light of FORA dissolution and termination of the FORA fee.
 4. The Amendment is consistent with the requirements of Chapter 18.62. The Amendment has been processed in accordance with the procedures set forth in

Chapter 18.62, including public hearing and recommendation by the Monterey County Planning Commission and public hearing by the Board of Supervisors.

- G. On October 4, 2005, the Board of Supervisors of Monterey County certified a Final Subsequent Environmental Impact Report (FSEIR) for the East Garrison Project (Board of Supervisors' Resolution No. 05-264). An Addendum to the FSEIR has been prepared describing the replacement fee and extension of the term of the Development Agreement. The County has considered the Addendum together with the FSEIR and finds that none of the conditions described in section 15162 of the CEQA Guidelines that would warrant preparation of a subsequent EIR have occurred.

SECTION 2. APPROVAL OF AMENDMENT

The Board of Supervisors hereby approves the First Amendment to Development Agreement between the County of Monterey and UCP East Garrison, LLC, attached hereto as Exhibit 1 and incorporated herein by reference. The Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute the First Amendment to Development Agreement, provided that it has first been duly executed by UCP East Garrison, LLC and approved as to form by County Counsel.

SECTION 3. RECORDATION AND BINDING EFFECT

The Clerk of the Board shall cause to be recorded, at Developer's expense, a fully executed copy of the Amendment, on the Subject Property described in Exhibit A-2 of the Amendment. The burdens of the Amendment shall be binding upon, and the benefits of the Development Agreement shall inure to, all successors in interest to the Amendment.

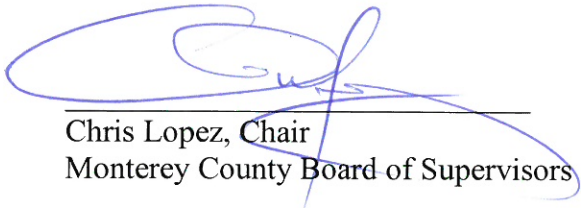
SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 5. This ordinance shall become effective on the thirty-first day following its adoption.

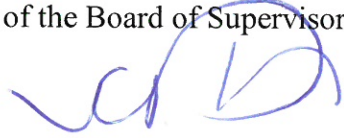
PASSED AND ADOPTED on this 16th day of June 2020, by the following vote:



AYES: SUPERVISOR ALEJO, PHILLIPS, ADAMS, PARKER AND LOPEZ
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE


Chris Lopez, Chair
Monterey County Board of Supervisors

A T T E S T

VALERIE RALPH
Clerk of the Board of Supervisors

By: 
Deputy

APPROVED AS TO FORM:

LESLIE J. GIRARD,
County Counsel for

WENDY S. STRIMLING
Assistant County Counsel

2020034123

Stephen L. Vagnini
Monterey County Clerk-Recorder

07/14/2020 11:41 AM

Recorded at the request of:
COUNTY OF MONTEREY RMA

Titles: 1 Pages: 19

Fees: \$67.00
Taxes: \$0.00
AMT PAID: \$67.00



WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
County of Monterey
Resource Management Agency
1441 Schilling Place, 2nd Floor South
Salinas, CA 93901
Attention: Rita Hickman

THIS SPACE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

WHEN RECORDED MAIL TO:

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
County of Monterey
Resource Management Agency
1441 Schilling Place, 2nd Floor South
Salinas, CA 93901
Attention: Rita Hickman



THIS SPACE FOR RECORDER'S USE ONLY

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(East Garrison Project)

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) is entered as of this 6/16, 2020 by and between THE COUNTY OF MONTEREY, a political subdivision of the State of California (“County”), and UCP East Garrison, LLC, a Delaware limited liability company (“Developer”), with reference to the following facts:

A. Development Agreement. County and East Garrison Partners I, LLC (the “Original Developer”) entered into that certain Development Agreement dated October 4, 2005 and recorded in the Official Records of Monterey County on May 16, 2006 as Instrument No. 2006044223 (the “Development Agreement”), related to development of the real property more particularly described on Exhibit A-1, attached hereto and commonly referred to as East Garrison (the “Property”). The Property consists of approximately 244 acres on the former Fort Ord, a former United States military base, in the unincorporated area of Monterey County. The County and the Original Developer entered the Development Agreement pursuant to California Government Code sections 65864 through 65869.6 and Monterey County Code Chapter 18.62 concurrent with County adopting the East Garrison Specific Plan and approving the Original Developer’s application for a Combined Development Permit and other entitlements for development of the Property (the East Garrison Project) Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Development Agreement.

B. Property Subject to this Amendment. Final subdivision maps have been recorded for the entire Property, and a majority of the lots have been sold and developed. As provided in Section 9. 3(c) of the Development Agreement, the Development Agreement automatically terminated as to any single family residence, multifamily building or non-residential building, and the lot upon which such building is located, when the County approved the residence or building for occupancy, while the Development Agreement continues to apply to the remainder of the Property. Accordingly, this Amendment to the Development Agreement applies only to the portion of the Property for which the County has not approved a residence or building for occupancy and for which a building permit has not issued as of June 30, 2020, which property is more particularly described in Exhibit A-2, attached hereto (hereafter referred to as the “Subject Property”).

C. Disposition and Development Agreement. The Original Developer and the Redevelopment Agency of the County of Monterey concurrently entered that certain Disposition and Development Agreement dated October 4, 2005 (the “DDA”) governing, among other matters, the transfer of the Property from the Redevelopment Agency to the Original Developer. The Memorandum of Disposition and Development Agreement (Together with Exclusive Negotiating Rights to Certain Property) is recorded in the Official Records of Monterey County on May 16, 2006 as Instrument No. 2006044222.

D. Replacement of Original Developer with Developer.

1. On or around January 30, 2007, Original Developer obtained a loan (the “Loan”) from Residential Funding Company, LLC, a Delaware limited liability

company and RFC Construction Funding, LLC, a Delaware limited liability company (collectively, the “Original Lender”), which Loan was evidenced by, among other instruments, that certain Construction Deed of Trust, Security Agreement and Fixture Filing with Assignment of Rents, Proceeds and Agreements effective as of January 30, 2007 (as amended, the “Deed of Trust”), which Deed of Trust encumbered the Property.

2. As a result of Original Developer defaulting under the Loan, on March 24, 2009 Original Lender commenced trustee sale proceedings under the Deed of Trust by causing a Notice of Default and Election to Sell under Deed of Trust to be recorded in the Official Records as Instrument No. 2009017137 (the “Trustee Sale Proceedings”).

3. On August 7, 2009, during the pendency of the Trustee Sale Proceedings, Developer purchased the Loan from Original Lender and became the lender under the Loan.

4. Title to the Property was vested in Developer pursuant to that certain Trustee’s Deed Upon Sale dated September 8, 2009 and recorded in the Official Records on September 9, 2009 as Instrument No. 2009057220 and, consequently, Developer became the successor-in-interest to Original Developer under the Development Agreement and the DDA.

5. The Redevelopment Agency and UCP East Garrison, LLC subsequently entered the First Implementation Agreement to the Disposition and Development Agreement, dated June 28, 2011. Additionally, the Successor Agency to the Redevelopment Agency (the “Successor Agency”) and UCP East Garrison, LLC entered into the Amended and Restated First Implementation Agreement to the Disposition and Development Agreement, dated August 30, 2016. (The term “DDA” as used in this Agreement is inclusive of these implementation agreements.)

E. Development Agreement Term.

1. Pursuant to Section 9.3 of the Development Agreement, the current Term of the Development Agreement expires on October 4, 2020.

2. The Property development will not be complete upon the expiration of the Term for a variety of reasons including, without limitation slow-down in development arising from: (a) the national economic downturn that started in 2008, (b) the original Developer’s Loan default and Developer’s subsequent acquisition of the Loan and Property, and (c) recent governmental construction restrictions and market stressors resulting from the COVID-19 pandemic.

3. The County and Developer both desire to extend the Term to allow for the completion of Property development pursuant to the Development Agreement and the other entitlements for the Project.

F. FORA Fees.

1. The Fort Ord Reuse Authority (“FORA”) was formed pursuant to California Government Code Section 67650 et. seq., (the Fort Ord Reuse Authority Act) to manage the transition of Fort Ord from military to civilian use, including to facilitate the transfer and disposition of real property from the United States Army, plan for reuse and development of the former Fort Ord, and maintain and protect its environmental resources. (Gov’t Code sec. 67651.).

2. As a requirement for the closure of the military base and transfer of land from the United States Army, the Army established the *Installation-Wide Multispecies Management Plan for Former Fort Ord*. dated April 1997 (HMP) to comply with the federal Endangered Species Act. The HMP requires different levels of habitat management across the former Army base, requiring preservation, enhancement and restoration of habitat on some parcels in order to enable development to occur on other parcels of the former base.

3. In connection with FORA’s duties, in 2002, FORA formed the Fort Ord Reuse Authority Basewide Community Facilities District (FORA CFD) and authorized the levy of a Special Tax within the District pursuant to the Mello-Roos Community Facilities Act of 1982 to finance all or a portion of the costs of improvements on the former base, including roadway improvements, transportation system improvements, water and storm drain improvements, and habitat management. (Exhibit A to Notice of Special Tax Lien, recorded as Instrument No. 2002048932 on May 22, 2002.) (The Special Tax is often referred to as the FORA fee.) Per a condition of approval of the Combined Development Permit for the East Garrison Project and per the Development Agreement, the Developer was required to and has been paying the Special Tax prior to issuance of a building permit for development of each lot. The current Special Tax rate is set forth on Exhibit B attached hereto (the “Current FORA Fees”).

4. Effective on June 30, 2020, pursuant to Government Code section 67700 of the Fort Ord Reuse Authority Act, FORA will dissolve, and the FORA CFD will terminate by its terms. It is necessary to establish a replacement fee to the Current FORA Fees in order for Developer to continue to contribute its fair share toward the cost of habitat management and roadway improvements on the former Fort Ord, consistent with the conditions of approval of the Combined Development Permit.

5. Due to FORA dissolution and termination of the FORA CFD, the County has proposed a fee to replace the Current FORA Fees in the categories and amounts set forth in Exhibit B attached hereto (the “the FORA CFD Replacement Fee”). The fee is to be levied on the remaining building permits for the Project, in lieu of the Current FORA Fees, for Developer’s fair share funding of habitat management under the HMP and regional and County roadway improvements. The Developer is willing to pay the proposed FORA CFD Replacement Fee for

the portions of the Project that remain to be completed for which the Developer would have otherwise paid the Current FORA Fee.

G. DDA.

1. Developer and the Successor Agency are the current parties under the DDA.
2. In connection with certain affordable housing obligations under the DDA, Casa Acquisition Corp. (an affiliate of Developer) signed that certain Phase Two Completion Guaranty and that certain Phase Three Completion Guaranty, both for the benefit of the Successor Agency (collectively, the "Guaranties").

H. Amendment to Development Agreement.

1. To achieve the purposes described above, the County and Developer desire to amend the Development Agreement as more particularly set forth below.
2. On June 16, 2020, the County Board of Supervisors duly adopted Ordinance No. 5333, to approve this Amendment. Provided the Ordinance is not challenged within the applicable governmental challenge period, the Amendment will become effective on the thirty-first day following adoption of Ordinance No. 5333 ("Amendment Effective Date"). The filing of litigation challenging the adoption of the Ordinance shall not change the Amendment Effective Date, unless the parties to this Amendment agree in writing to stay the Effective Date due to the litigation.

I. Consent of Affiliated Owners.

1. In the course of development, Developer has transferred residential lots to the following entities, all of which are affiliated with Developer: BMC EG Village, LLC, BMC EG Garden, LLC, BMC EG Bungalow, LLC, BMC EG Courtyard, LLC, BMC EG Bluffs, LLC, BMC EG Grove, LLC, and BMC EG Towns, LLC (collectively, the "Affiliated Owners").
2. By signing the Consent to this Amendment that is located after the signature page, each Affiliated Owner consents to and agrees to be subject to the terms of this Amendment, with respect to all lots that such Affiliated Owner currently holds fee title.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Term. The Term, as defined in Section 9.3 of the Development Agreement, is hereby extended an additional fifteen (15) years to October 4, 2035, subject to all other terms of Section 9.3.
2. FORA CFD Replacement Fee. The following is hereby added as a new Section 2.8.1 to the Development Agreement:

“Section 2.8.1: The parties agree that, effective July 1, 2020, the Current FORA Fees will discontinue, and the County will collect the FORA CFD Replacement Fee for lots within the Subject Property. The FORA CFD Replacement Fee will be due for a lot within the Subject Property upon the issuance of a building permit for such lot. The FORA CFD Replacement Fee shall consist of the categories and amounts set forth in Exhibit B attached hereto, subject to annual automatic adjustment as set forth in Exhibit B.

For clarification, the parties agree to the following:

- a. Provided this Amendment ultimately goes into effect, the FORA CFD Replacement Fee shall apply to all lots for which building permits are issued on or after July 1, 2020, regardless of whether the Amendment Effective Date of the Amendment occurs after July 1, 2020.
 - b. For any building permits that Developer obtains between July 1, 2020 and the Amendment Effective Date, the applicable FORA CFD Replacement Fee will be due and payable fifteen (15) days after the County notifies Developer that the Amendment Effective Date has occurred.
 - c. This Amendment runs with the land. Accordingly, if Developer sells a lot within the Subject Property prior to obtaining a building permit, the successor owner of the lot who obtains a building permit shall succeed to the obligation herein to pay the FORA CFD Replacement Fee.
3. No Changes to DDA and Guaranties. Nothing herein shall change the deadlines or otherwise amend the terms in the DDA or any ancillary documents to the DDA including, without limitation, the deadlines set forth in the Guaranties.
 4. No Change to Remainder of Development Agreement. All other terms and provisions of the Development Agreement shall remain in full force and effect.
 5. Counterparts. This Amendment may be executed in counterparts which, when taken together, will constitute one and the same agreement.
 6. Entire Agreement; Conflict; Amendments. This Amendment and the attachments hereto, which are hereby incorporated into and made a part of the Development Agreement, constitutes the entire agreement between the parties with respect to the matters set forth herein. In the event of any conflict between the provisions of this Amendment and the provisions of the Development Agreement, the provisions of this Amendment shall control. No amendment or modification to the Development Agreement will be effective unless contained in a writing signed by both parties.
 7. Severability. Should any provision of this Amendment be deemed by a court of competent jurisdiction to be unenforceable under applicable law, the remaining provisions of this Amendment shall in no way be affected and shall remain in full force. The parties also agree

that any such provision deemed unenforceable shall be replaced automatically with an enforceable provision as close as possible, in meaning and effect, to that deemed unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

DEVELOPER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability

Company, its sole member

By: _____ signed in counterparts (JBP)
Nicholas Arenson
Division President

COUNTY OF MONTEREY

By: _____ signed in counterparts (JBP)
Chris Lopez, Chair
Monterey County Board of Supervisors

APPROVED AS TO FORM

UCP EAST GARRISON, LLC

By: Holly Traube Cordova
Name: Holly Traube Cordova
Title: Regional Legal Counsel

COUNTY OF MONTEREY

Signed in Counterparts
By: _____ (JBP)
Name: _____ (JBP)
Title: _____ (JBP)

that any such provision deemed unenforceable shall be replaced automatically with an enforceable provision as close as possible, in meaning and effect, to that deemed unenforceable.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

DEVELOPER:

UCP EAST GARRISON, LLC, a Delaware limited liability company

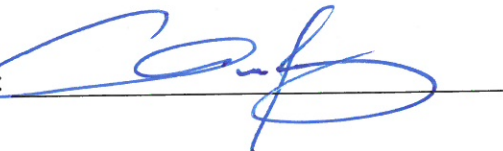
By: UCP, LLC, a Delaware Limited Liability

Company, its sole member

By: 

Nicholas Arenson
Division President

COUNTY OF MONTEREY

By: 

Chris Lopez, Chair
Monterey County Board of Supervisors

APPROVED AS TO FORM

UCP EAST GARRISON, LLC

Signed in Counterparts

By: _____

Name: _____

Title: _____

(Obs)

COUNTY OF MONTEREY

By: 

Name: *Leslie T. Conrad*

Title: *County Counsel*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 of Monterey)

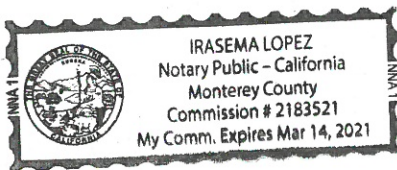
On July 14, 2020 before me, Irasema Lopez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Christopher Lopez
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

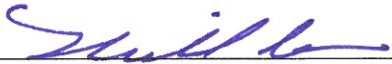
Signer Is Representing: _____

**CONSENT OF AFFILIATED OWNERS TO
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

The undersigned Affiliated Owners, as owners of the lots within the Subject Property, hereby consent to and agree to be subject to the terms of the First Amendment to Development Agreement.

BMC EG VILLAGE, LLC, a Delaware limited liability company


By: BMC East Garrison, LLC, a Delaware limited liability company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

Dated: June 10, 2020

BMC EG GARDEN, LLC, a Delaware limited liability company

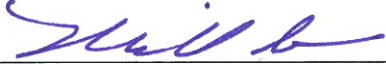
By: BMC East Garrison, LLC, a Delaware limited liability company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

Dated: June 10, 2020

BMC EG BUNGALOW, LLC, a Delaware limited liability company


By: BMC East Garrison, LLC, a Delaware limited liability company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

Dated: June 10, 2020

BMC EG COURTYARD, LLC, a Delaware limited liability company

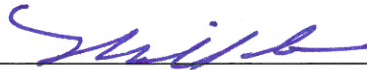
By: BMC East Garrison, LLC, a Delaware limited liability company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

Dated: June 10, 2020

BMC EG BLUFFS, LLC, a Delaware limited liability company

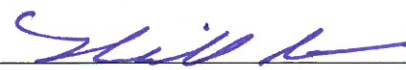
By: BMC East Garrison, LLC, a Delaware limited liability company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

Dated: June 10, 2020

BMC EG GROVE, LLC, a Delaware limited liability company

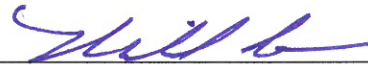
By: BMC East Garrison, LLC, a Delaware limited liability company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

Dated: June 10, 2020

BMC EG TOWNS, LLC, a Delaware limited liability company

By: BMC East Garrison, LLC, a Delaware limited liability company, its sole member

By: 
Name: Nicholas Arenson
Title: Division President

Dated: June 10, 2020

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

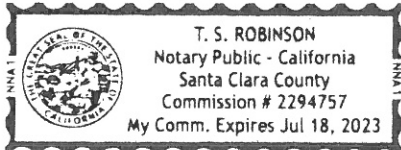
State of California

County of Santa Clara

On June 10, 2020 before me, T.S. Robinson, Notary Public, personally appeared Nicholas Arenson, 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.



T.S. Robinson

Signature of Notary Public

**EXHIBIT A-1
PROPERTY**

**LEGAL DESCRIPTION
BEING A PORTION OF THE EAST GARRISON
OF FORT ORD MILITARY RESERVATION
MONTEREY COUNTY, CALIFORNIA**

CERTAIN REAL PROPERTY SITUATE IN MONTEREY CITY LANDS TRACT NO. 1,
COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO
DESIGNATED ON THAT CERTAIN RECORD OF SURVEY RECORDED JUNE 26, 2000,
IN VOLUME 23 OF SURVEYS AT PAGE 104, IN THE OFFICE OF THE COUNTY
RECORDER OF MONTEREY COUNTY, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF SAID PARCEL 1, SAID
POINT BEING THE SOUTHEASTERN TERMINUS OF THAT CERTAIN COURSE
DESIGNATED AS "(SOUTH 57°53'16" EAST) (1,442.38 FEET)" ON SAID RECORD OF
SURVEY:

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHEASTERN LINE
AND SOUTHEASTERN LINE OF SAID PARCEL 1, THE FOLLOWING NINE (9)
COURSES:

- 1) NORTH 86°10'27" EAST 647.59 FEET,
- 2) SOUTH 50°06'58" EAST 317.97 FEET,
- 3) SOUTH 74°46'08" EAST 287.64 FEET,
- 4) SOUTH 58°35'42" EAST 324.17 FEET,
- 5) SOUTH 40°05'11" EAST 697.82 FEET,
- 6) SOUTH 27°33'51" EAST 478.75 FEET,
- 7) SOUTH 09°43'24" EAST 277.22 FEET,
- 8) SOUTH 38°47'16" WEST 464.82 FEET AND
- 9) SOUTH 36°27'16" WEST 553.37 FEET;

THENCE, LEAVING SAID SOUTHEASTERN LINE, SOUTH 73°07'44" WEST 50.80 FEET;

THENCE, NORTH 08°08'06" EAST 62.52 FEET; THENCE, NORTH 05°15'27" WEST 94.71 FEET;

THENCE, ALONG THE ARC OF A TANGENT 115.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 73°21'05", AN ARC DISTANCE OF 147.23 FEET; THENCE, NORTH 78°36'32" WEST 632.84 FEET;

THENCE, SOUTH 86°20'31" WEST 521.93 FEET;

THENCE, ALONG THE ARC OF A TANGENT 150.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 71°15'51", AN ARC DISTANCE OF 186.57 FEET;

THENCE, NORTH 22°23'38" WEST 71.92 FEET TO A POINT ON THE WESTERN LINE OF PARCEL 17, AS SAID PARCEL 17 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY, RECORDED JANUARY 31, 1997, IN VOLUME 20 OF SURVEY MAPS AT PAGE 110, IN SAID OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY;

THENCE, ALONG SAID WESTERN LINE, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF NON-TANGENT 230.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 54°30'22" EAST, THROUGH A CENTRAL ANGLE OF 10°28'32", AN ARC DISTANCE OF 42.05 FEET,
- 2) NORTH 45°58'10" EAST 276.86 FEET, AND
- 3) ALONG THE ARC OF A TANGENT 970.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°32'15", AN ARC DISTANCE OF 9.10 FEET TO A POINT ON THE SOUTHERN LINE OF PARCEL 11, AS SAID PARCEL 11 IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (20 SURVEYS 110);

THENCE, ALONG SAID SOUTHERN LINE AND WESTERN AND NORTHERN LINES OF SAID PARCEL 11 (20 SURVEYS 110) THE FOLLOWING SEVENTEEN (17) COURSES:

- 1) NORTH 47°43'00" WEST 58.68 FEET,
- 2) ALONG THE ARC OF A TANGENT 45.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE 38°38'00", AN ARC DISTANCE OF 30.34 FEET,
- 3) ALONG THE ARC OF A COMPOUND 570.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°39'00" WEST, THROUGH A CENTRAL ANGLE OF 14°16'00", AN ARC DISTANCE OF 141.93 FEET,

- 4) ALONG THE ARC OF A REVERSE 580.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 10°37'00" WEST, THROUGH A CENTRAL ANGLE OF 19°59'30", AN ARC DISTANCE OF 202.37 FEET,
- 5) ALONG THE ARC OF A REVERSE 1,220.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 09°22'30" WEST, THROUGH A CENTRAL ANGLE OF 03°42'40", AN ARC DISTANCE OF 79.02 FEET,
- 6) NORTH 84°20'10" WEST 842.92 FEET,
- 7) ALONG THE ARC A TANGENT 1,970.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°42'50", AN ARC DISTANCE OF 299.61 FEET,
- 8) SOUTH 86°57'00" WEST 212.93 FEET,
- 9) ALONG THE ARC OF A TANGENT 355.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°19'10", AN ARC DISTANCE OF 181.66 FEET,
- 10) NORTH 63°43'50" WEST 166.36 FEET,
- 11) ALONG THE ARC OF A TANGENT 320.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°56'30", AN ARC DISTANCE OF 251.00 FEET,
- 12) ALONG THE ARC OF A REVERSE 1,030.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 18°40'20" WEST, THROUGH A CENTRAL ANGLE OF 06°03'10", AN ARC DISTANCE OF 108.81 FEET,
- 13) SOUTH 77°22'50" WEST 292.82 FEET,
- 14) ALONG THE ARC OF A TANGENT 370.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°50'40", AN ARC DISTANCE OF 63.57 FEET,
- 15) ALONG THE ARC OF A REVERSE 445.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 22°27'50" WEST, THROUGH A CENTRAL ANGLE OF 33°08'00", AN ARC DISTANCE OF 257.34 FEET,
- 16) NORTH 10°40'10" EAST 60.00 FEET, AND

- 17) ALONG THE ARC OF A NON-TANGENT 385.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $10^{\circ}40'10''$ EAST, THROUGH A CENTRAL ANGLE OF $13^{\circ}57'59''$, AN ARC DISTANCE OF 93.85 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL 12, AS SAID PARCEL 12 IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (20 SURVEYS 110);

THENCE, ALONG SAID WESTERN LINE, THE FOLLOWING ELEVEN (11) COURSES:

- 1) NORTH $05^{\circ}46'10''$ WEST 243.25 FEET,
- 2) ALONG THE ARC OF A TANGENT 530.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $06^{\circ}12'50''$, AN ARC DISTANCE OF 57.48 FEET,
- 3) NORTH $00^{\circ}26'40''$ EAST 123.80 FEET,
- 4) ALONG THE ARC OF A TANGENT 5,030.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $00^{\circ}40'40''$, AN ARC DISTANCE OF 59.50 FEET,
- 5) NORTH $01^{\circ}07'20''$ EAST 371.18 FEET,
- 6) ALONG THE ARC OF A TANGENT 90.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $53^{\circ}27'20''$, AN ARC DISTANCE OF 83.97 FEET,
- 7) NORTH $52^{\circ}20'00''$ WEST 57.65 FEET,
- 8) ALONG THE ARC OF A TANGENT 140.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $82^{\circ}47'00''$, AN ARC DISTANCE OF 202.28 FEET,
- 9) NORTH $30^{\circ}27'00''$ EAST 134.37 FEET,
- 10) ALONG THE ARC OF A TANGENT 170.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $89^{\circ}07'10''$, AN ARC DISTANCE OF 264.42 FEET, AND
- 11) NORTH $58^{\circ}40'10''$ WEST 70.02 FEET TO A POINT ON THE SOUTHERN LINE OF PARCEL 10, AS SAID PARCEL 10 IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (20 SURVEYS 110);

THENCE, ALONG SAID SOUTHERN LINE, NORTH $85^{\circ}01'10''$ WEST 480.03 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH $32^{\circ}14'08''$ EAST 1,772.68 FEET TO A POINT ON SAID NORTHEASTERN LINE OF PARCEL 1(23 SURVEYS 104);

THENCE, ALONG SAID NORTHEASTERN LINE, THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 57°45'52" EAST 40.03 FEET,
- 2) NORTH 00°40'37" WEST 73.68 FEET,
- 3) SOUTH 56°04'56" EAST 225.68 FEET,
- 4) SOUTH 36°20'16" EAST 39.45 FEET,
- 5) SOUTH 57°36'50" EAST 1,135.76 FEET,
- 6) SOUTH 21°35'29" WEST 41.64 FEET, AND
- 7) SOUTH 57°53'16" EAST 1442.38 FEET TO SAID POINT OF BEGINNING.

CONTAINING 244.43 ACRES MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

EXHIBIT A-2

SUBJECT PROPERTY

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

PARCEL 1:

LOTS 740 THROUGH 788, INCLUSIVE; PARCEL T1.1 THROUGH T1.8, INCLUSIVE; PARCEL Z1.6 THROUGH Z1.8, INCLUSIVE; PARCEL Z1.12; PARCEL P1.3; PARCELS S1.13 THROUGH S1.27, INCLUSIVE, S1.29; PARCELS A1.36 THROUGH A1.40, INCLUSIVE; AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1489, EAST GARRISON PHASE ONE" FILED FOR RECORD ON JUNE 28, 2007, IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 7, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 6, 2012 AS INSTRUMENT NO. 2012001408 OF OFFICIAL RECORDS.

PARCEL 2:

PARCEL M2.10, M2.11, M2.14, AND M2.15; PARCELS S2.14 AND S2.15; PARCELS A2.17, A2.20, AND A2.21, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1519, EAST GARRISON PHASE TWO" FILED FOR RECORD ON MARCH 19, 2015, IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 41, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDED BY CERTIFICATE OF CORRECTION RECORDED MARCH 2, 2016 AS INSTRUMENT NO. 2016010795 OF OFFICIAL RECORDS.

PARCEL 3:

PARCEL M3.1 THROUGH M3.5, INCLUSIVE; LOTS 812 THROUGH 826, INCLUSIVE; PARCELS S3.1, S3.2, S3.6, S3.8, S3.9, S3.14 THROUGH S3.16, INCLUSIVE; PARCELS A3.1, A3.2, AND A3.14, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1532, EAST GARRISON PHASE THREE" FILED FOR RECORD ON DECEMBER 26, 2017, IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 54, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXHIBIT B FORA CFD REPLACEMENT FEES

**East Garrison Fort Ord
Proposed FORA CFD Replacement Fee Amounts**

Proposed FORA CFD Replacement Fee	Basis	Affordable/Workforce Units [1]					Office	Retail
		Single Family	Workforce II Units [2]	Condo/Townhome Mod	Apt. Low and Very Low			
Fee Component		----- per unit -----				----- per 1,000 sq. ft. -----		
Regional Roadways [2] [3]	Regional Development Impact Fee	\$3,962	\$3,108	\$1,903	\$1,612	\$4,582	\$5,608	
Local Roads [4] [5]	Countywide Road Fee (Zone 3 - Greater Salinas)	\$2,141	\$1,879	\$1,028	\$871	\$2,813	\$3,318	
Habitat Management [6]	Habitat Management Component of FORA CFD Special Tax	\$9,000	\$7,059	\$4,322	\$3,663	\$78	\$2,253	
Total Proposed FORA CFD Replacement Fee		\$15,103	\$11,846	\$7,254	\$6,147	\$7,473	\$11,179	
Current FORA CFD Special Tax Rate [7]		\$25,362	\$25,362	\$25,362	\$7,609	\$218	\$6,295	
Difference from Current FORA CFD Special Tax Rate		(\$10,259)	(\$13,516)	(\$18,108)	(\$1,462)	\$7,255	\$4,884	

rates

Source: FORA, TAMC, MCWD, and County of Monterey.

- [1] Fee rates for affordable and workforce housing derived using TAMC Regional Development Impact Fee rates for the regional roadways component. Affordable and workforce housing rates for the local roads and habitat management components are calculated by applying a reduction to the respective Single Family rates proportionate to the Regional Development Impact Fee reduction.
- [2] Reflects units priced to accommodate 150-180 area median income. Workforce II unit fee rate based on TAMC Single Family Moderate Income rate.
- [3] Per section 12.90.030 of the Monterey County Code, the Regional Development Impact Fee component shall be automatically adjusted as of July 1 of each year following the first year after the effective date of this Agreement. The adjustment shall be calculated by the Transportation Agency of Monterey County (TAMC) as administrator of the RDIF Agency, based on the increase or decrease in the Engineering News Record Construction Cost Index for the San Francisco Bay Area for the period ending December 31 of the preceding calendar year. Also in accordance with section 12.90.030, the County may from time to time make additional adjustments to the RDIF component per the recommendations of TAMC.
- [4] The office and retail fee rates are based on the County Zone 3 fees for General Office Building and Shopping Center categories, respectively.
- [5] No escalation provision is included for the local roads component in accordance with County implementation practices for the Countywide Road Fee, but local roads component shall be subject to automatic adjustment if County adopts an annual adjustment in the course of the extended term of the Development Agreement.
- [6] The Habitat Management Fee component shall be automatically adjusted as of July 1 of each year following the first year after the effective date of this Agreement. The adjustment shall be calculated by the County based on the increase or decrease in the Consumer Price Index published by the United States Department of Labor's Bureau of Labor Statistics for all items, all urban consumers San Francisco-Oakland-Hayward Metropolitan Area.
- [7] FORA CFD Special Tax rates for affordable units varied based on whether the affordable units contained deed restrictions regarding where residents worked and based on the mix of affordable housing. This analysis assumes that 100% of the affordable housing units at East Garrison categorized as "Apt. Low and Very Low" would be "Below Market Housing containing at least 75% of the dwelling units as Affordable Housing, with no deed restrictions on where individuals can work." The applicable Maximum Special Tax rate is therefore assumed to be the Existing Residential Maximum Tax rate (30 percent of New Residential Maximum Special Tax rate).