



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

**Agreement Nos.: A-12424; A-12425; A-12426; A-13024**

Upon motion of Supervisor Alejo, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Chair to sign Amendment No. 2 to Advance Funding Agreement No. A-12424 with BMC EG GARDEN, LLC funding County costs for monitoring and reporting on compliance with prevailing wage obligations in construction of the East Garrison project in the former Fort Ord area of the County;
- b. Approved and authorized the Chair to sign Amendment No. 2 to Advance Funding Agreement No. A-12425 with BMC EG BUNGALOW, LLC funding County costs for monitoring and reporting on compliance with prevailing wage obligations in construction of the East Garrison project in the former Fort Ord area of the County;
- c. Approved and authorized the Chair to sign Amendment No. 2 to Advance Funding Agreement No. A-12426 with BMC EG VILLAGE, LLC funding County costs for monitoring and reporting on compliance with prevailing wage obligations in construction of the East Garrison project in the former Fort Ord area of the County; and
- d. Approved and authorized the Chair to sign Amendment No. 1 to Advance Funding Agreement No. A-13024 with BMC EG GROVE, LLC funding County costs for monitoring and reporting on compliance with prevailing wage obligations in construction of the East Garrison project in the former Fort Ord area of the County.


PASSED AND ADOPTED this 6th day of June 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas Parker and Adams  
 NOES: None  
 ABSENT: None

I, Gail T. Borkowski, 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 80 for the meeting June 6, 2017.

Dated: June 15, 2017  
File ID: 17-0523

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy

# Attachment 1

**AMENDMENT NO. 2 TO  
ADVANCE FUNDING AGREEMENT  
BETWEEN BMC EG GARDEN, LLC AND  
THE COUNTY OF MONTEREY  
FOR PREVAILING WAGE COMPLIANCE  
AT THE EAST GARRISON PROJECT AT FORT ORD**

**THIS AMENDMENT NO. 2 TO ADVANCE FUNDING AGREEMENT NO. 12424** ("Amendment No. 2") is entered into as of June 6, 2017 (the "Execution Date") by and between the County of Monterey ("County") and BMC EG GARDEN, LLC a Delaware limited liability company ("Buyer"). The Buyer and County may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. On March 26, 2013, the County and Buyer entered into Advance Funding Agreement No. A-12424 (the "Agreement") in order to provide funding to the County for certain reasonable and necessary costs of County staff and consultants in ensuring compliance with certain the prevailing wage requirements;

B. On January 21, 2016, the County and Buyer entered into a First Amendment to said Agreement to add and amend the Parcels described therein;

C. The County and Buyer desire to further amend the Agreement to add to and amend the Parcels described on Exhibit 1 attached thereto.

D. Unless otherwise defined herein all capitalized terms shall have the meaning set forth in the Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
CONTAINED IN THIS AMENDMENT NO. 2, COUNTY AND BUYER AGREE AS  
FOLLOWS:**

1. Additional Parcels. The parcels more particularly described in Exhibit 1-B attached hereto are hereby added to and incorporated into the Parcels described in the Agreement (the "Additional Parcels").

2. Payment of Funds. Notwithstanding the fact that the number of Parcels have been increased, the County does not require an increase in the deposit amount held in "BMC EG GARDEN East Garrison Prevailing Wage Services Fund," as described in Section 2.01 of the Agreement.

3. Buyer Obligations. The Parties acknowledge that (a) UCP East Garrison, LLC ("UCP") is the current owner of the Additional Parcels, (b) Buyer is under contract with UCP to acquire the Additional Parcels from UCP, and UCP will convey the Parcels to Buyer, and (c)

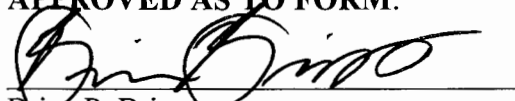
notwithstanding the foregoing, Buyer is responsible for all obligations of Buyer under the Agreement, prior Amendments, and this Amendment No. 2, including, without limitation, delivering the certification of prevailing wage compliance prior to final inspection of a specific unit within the Additional Parcels.

4. General. Except as expressly amended or modified by this Amendment No. 2, all terms and conditions of the Agreement and prior Amendments shall remain unchanged and in full force and effect. This Amendment No. 2 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one agreement.

**IN WITNESS WHEREOF**, the County and Buyer have executed this Advance Funding Agreement as of the day and year written below.

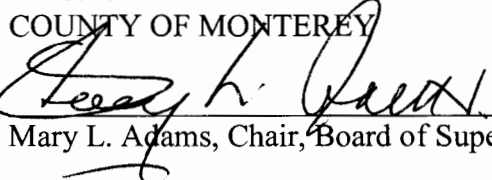
Date: June 6, 2017

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

Date: 5-16-17

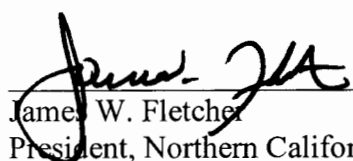
Date: 5/17/17

**COUNTY:**  
COUNTY OF MONTEREY  
  
\_\_\_\_\_  
Mary L. Adams, Chair, Board of Supervisors

**BUYER:**  
BMC EG GARDEN, LLC  
  
\_\_\_\_\_  
James W. Fletcher  
President, Northern California Division

**AGREEMENT AND ACKNOWLEDGEMENT:**

UCP East Garrison, LLC, as the current owner of the Parcels described herein, hereby acknowledges receipt of this Amendment No. 2 and consents to all the terms contained herein.

UCP East Garrison, LLC  
  
\_\_\_\_\_  
James W. Fletcher  
President, Northern California Division

Date: 5/17/17

EXHIBIT 1-B

Legal Description

Additional Parcels for East Garrison - GARDEN Lots (Partial), Phase 2

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

Lots 334 through 346, and 529 through 536, 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 (a total of 21 lots).

Excepting therefrom all mineral rights with the right of surface entry as reserved in the "Quitclaim Deed for a Portion of Former Fort Ord, Monterey, California", executed by the United States of America, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006-045190, Official Records, Monterey County. Said document was re-recorded and amended January 12, 2007, Instrument No, 2007-03370, Official Records, Monterey County.

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# Attachment 2

**AMENDMENT NO. 2 TO  
ADVANCE FUNDING AGREEMENT  
BETWEEN BMC EG BUNGALOW, LLC AND  
THE COUNTY OF MONTEREY  
FOR PREVAILING WAGE COMPLIANCE  
AT THE EAST GARRISON PROJECT AT FORT ORD**

**THIS AMENDMENT NO. 2 TO ADVANCE FUNDING AGREEMENT NO. 12425** ("Amendment No. 2") is entered into as of June 6, 2017 (the "Execution Date") by and between the County of Monterey ("County") and BMC EG Bungalow, LLC a Delaware limited liability company ("Buyer"). The Buyer and County may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. On March 26, 2013, the County and Buyer entered into Advance Funding Agreement No. A-12425 (the "Agreement") in order to provide funding to the County for certain reasonable and necessary costs of County staff and consultants in ensuring compliance with certain the prevailing wage requirements;

B. On January 21, 2016, the County and Buyer entered into a First Amendment to said Agreement to add and amend the Parcels described therein;

C. The County and Buyer desire to further amend the Agreement to add to and amend the Parcels described on Exhibit 1 attached thereto.

D. Unless otherwise defined herein all capitalized terms shall have the meaning set forth in the Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
CONTAINED IN THIS AMENDMENT NO. 2, COUNTY AND BUYER AGREE AS  
FOLLOWS:**

1. Additional Parcels. The parcels more particularly described in Exhibit 1-B attached hereto are hereby added to and incorporated into the Parcels described in the Agreement (the "Additional Parcels").

2. Payment of Funds. Notwithstanding the fact that the number of Parcels have been increased, the County does not require an increase in the deposit amount held in "BMC EG Bungalow East Garrison Prevailing Wage Services Fund," as described in Section 2.01 of the Agreement.

3. Buyer Obligations. The Parties acknowledge that (a) UCP East Garrison, LLC ("UCP") is the current owner of the Additional Parcels, (b) Buyer is under contract with UCP to acquire the Additional Parcels from UCP, and UCP will convey the Parcels to Buyer, and (c)



notwithstanding the foregoing, Buyer is responsible for all obligations of Buyer under the Agreement, prior Amendments, and this Amendment No. 2, including, without limitation, delivering the certification of prevailing wage compliance prior to final inspection of a specific unit within the Additional Parcels.

4. General. Except as expressly amended or modified by this Amendment No. 2, all terms and conditions of the Agreement and prior Amendments shall remain unchanged and in full force and effect. This Amendment No. 2 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one agreement.

**IN WITNESS WHEREOF**, the County and Buyer have executed this Advance Funding Agreement as of the day and year written below.

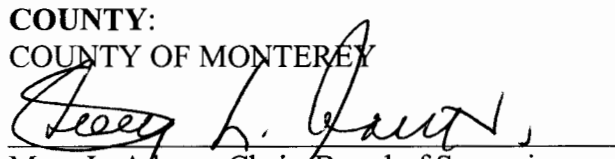
Date: June 6, 2017

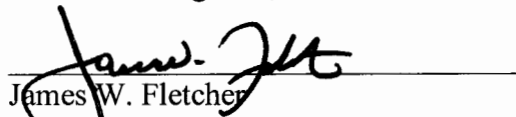
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

Date: 5-16-17

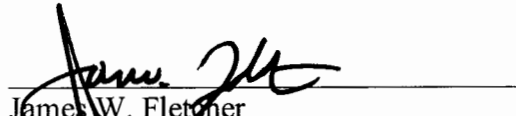
Date: 5/17/17

**COUNTY:**  
COUNTY OF MONTEREY  
  
\_\_\_\_\_  
Mary L. Adams, Chair, Board of Supervisors

**BUYER:**  
BMC EG Bungalow, LLC  
  
\_\_\_\_\_  
James W. Fletcher  
President, Northern California Division

**AGREEMENT AND ACKNOWLEDGEMENT:**

UCP East Garrison, LLC, as the current owner of the Parcels described herein, hereby acknowledges receipt of this Amendment No. 2 and consents to all the terms contained herein.

UCP East Garrison, LLC  
  
\_\_\_\_\_  
James W. Fletcher  
President, Northern California Division

Date: 5/17/17

EXHIBIT 1-B

Legal Description

Additional Parcels for East Garrison - Bungalow Lots (Partial), Phase 2

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

Lots 351 through 359, and 364 through 370, 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.

Excepting therefrom all mineral rights with the right of surface entry as reserved in the "Quitclaim Deed for a Portion of Former Fort Ord, Monterey, California", executed by the United States of America, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006-045190, Official Records, Monterey County. Said document was re-recorded and amended January 12, 2007, Instrument No, 2007-03370, Official Records, Monterey County.

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# Attachment 3

**AMENDMENT NO. 2 TO  
ADVANCE FUNDING AGREEMENT  
BETWEEN BMC EG VILLAGE, LLC AND  
THE COUNTY OF MONTEREY  
FOR PREVAILING WAGE COMPLIANCE  
AT THE EAST GARRISON PROJECT AT FORT ORD**

**THIS AMENDMENT NO. 2 TO ADVANCE FUNDING AGREEMENT NO. 12426** ("Amendment No. 2") is entered into as of June 6, 2017 (the "Execution Date") by and between the County of Monterey ("County") and BMC EG VILLAGE, LLC a Delaware limited liability company ("Buyer"). The Buyer and County may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. On March 26, 2013, the County and Buyer entered into Advance Funding Agreement No. A-12424 (the "Agreement") in order to provide funding to the County for certain reasonable and necessary costs of County staff and consultants in ensuring compliance with certain the prevailing wage requirements;

B. On January 21, 2016, the County and Buyer entered into a First Amendment to said Agreement to add and amend the Parcels described therein;

C. The County and Buyer desire to further amend the Agreement to add to and amend the Parcels described on Exhibit 1 attached thereto.

D. Unless otherwise defined herein all capitalized terms shall have the meaning set forth in the Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
CONTAINED IN THIS AMENDMENT NO. 2, COUNTY AND BUYER AGREE AS  
FOLLOWS:**

1. Additional Parcels. The parcels more particularly described in Exhibit 1-B attached hereto are hereby added to and incorporated into the Parcels described in the Agreement (the "Additional Parcels").

2. Payment of Funds. Notwithstanding the fact that the number of Parcels have been increased, the County does not require an increase in the deposit amount held in "BMC EG VILLAGE East Garrison Prevailing Wage Services Fund," as described in Section 2.01 of the Agreement.

3. Buyer Obligations. The Parties acknowledge that (a) UCP East Garrison, LLC ("UCP") is the current owner of the Additional Parcels, (b) Buyer is under contract with UCP to acquire the Additional Parcels from UCP, and UCP will convey the Parcels to Buyer, and (c)

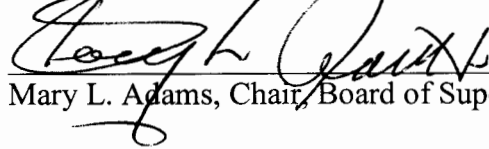
notwithstanding the foregoing, Buyer is responsible for all obligations of Buyer under the Agreement, prior Amendments, and this Amendment No. 2, including, without limitation, delivering the certification of prevailing wage compliance prior to final inspection of a specific unit within the Additional Parcels.

4. General. Except as expressly amended or modified by this Amendment No. 2, all terms and conditions of the Agreement and prior Amendments shall remain unchanged and in full force and effect. This Amendment No. 2 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one agreement.

**IN WITNESS WHEREOF**, the County and Buyer have executed this Advance Funding Agreement as of the day and year written below.

**COUNTY:**

COUNTY OF MONTEREY

  
Mary L. Adams, Chair, Board of Supervisors

Date: June 6, 2017

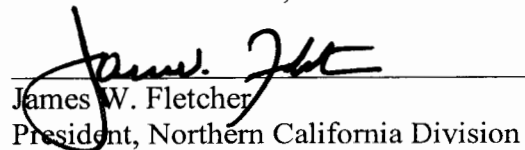
**APPROVED AS TO FORM:**

  
Brian P. Briggs  
Deputy County Counsel

Date: 5-16-17

**BUYER:**

BMC EG VILLAGE, LLC

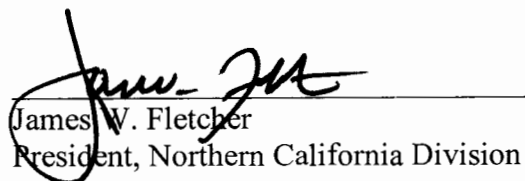
  
James W. Fletcher  
President, Northern California Division

Date: 5/17/17

**AGREEMENT AND ACKNOWLEDGEMENT:**

UCP East Garrison, LLC, as the current owner of the Parcels described herein, hereby acknowledges receipt of this Amendment No. 2 and consents to all the terms contained herein.

UCP East Garrison, LLC

  
James W. Fletcher  
President, Northern California Division

Date: 5/17/17

EXHIBIT 1-B

Legal Description

Additional Parcels for East Garrison - VILLAGE Lots (Partial), Phase 2

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

Lots 347 through 350, and 360 through 363, and 403 through 411, 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 (a total of 21 lots).

Excepting therefrom all mineral rights with the right of surface entry as reserved in the "Quitclaim Deed for a Portion of Former Fort Ord, Monterey, California", executed by the United States of America, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006-045190, Official Records, Monterey County. Said document was re-recorded and amended January 12, 2007, Instrument No, 2007-03370, Official Records, Monterey County.

# Attachment 4



**AMENDMENT NO. 1 TO  
ADVANCE FUNDING AGREEMENT  
BETWEEN BMC EG GROVE, LLC AND  
THE COUNTY OF MONTEREY  
FOR PREVAILING WAGE COMPLIANCE  
AT THE EAST GARRISON PROJECT AT FORT ORD**

**THIS AMENDMENT NO. 1 TO ADVANCE FUNDING AGREEMENT NO. 13024** ("Amendment No. 1") is entered into as of June 6, 2017 (the "Execution Date") by and between the County of Monterey ("County") and BMC EG GROVE, LLC a Delaware limited liability company ("Buyer"). The Buyer and County may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. On January 21, 2016, the County and Buyer entered into Advance Funding Agreement No. A-13024 (the "Agreement") in order to provide funding to the County for certain reasonable and necessary costs of County staff and consultants in ensuring compliance with certain the prevailing wage requirements;

B. The County and Buyer desire to further amend the Agreement to add to and amend the Parcels described on Exhibit 1 attached thereto.

C. Unless otherwise defined herein all capitalized terms shall have the meaning set forth in the Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
CONTAINED IN THIS AMENDMENT NO. 1, COUNTY AND BUYER AGREE AS  
FOLLOWS:**

1. Additional Parcels. The parcels more particularly described in Exhibit 1-B attached hereto are hereby added to and incorporated into the Parcels described in the Agreement (the "Additional Parcels").

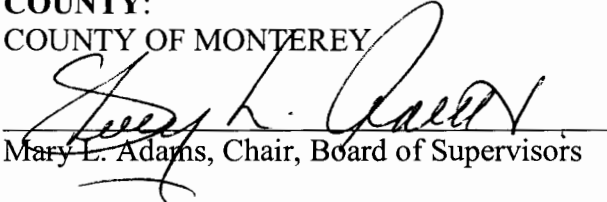
2. Payment of Funds. Notwithstanding the fact that the number of Parcels have been increased, the County does not require an increase in the deposit amount held in "BMC EG GROVE East Garrison Prevailing Wage Services Fund," as described in Section 2.01 of the Agreement.

3. Buyer Obligations. The Parties acknowledge that (a) UCP East Garrison, LLC ("UCP") is the current owner of the Additional Parcels, (b) Buyer is under contract with UCP to acquire the Additional Parcels from UCP, and UCP will convey the Parcels to Buyer, and (c) notwithstanding the foregoing, Buyer is responsible for all obligations of Buyer under the Agreement, and this Amendment No. 1, including, without limitation, delivering the certification

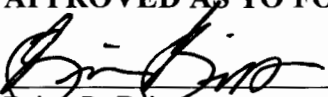
of prevailing wage compliance prior to final inspection of a specific unit within the Additional Parcels.

4. General. Except as expressly amended or modified by this Amendment No. 1, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only on agreement.

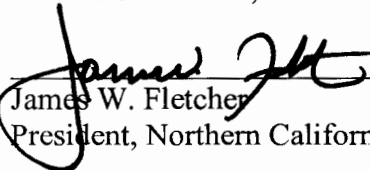
**IN WITNESS WHEREOF**, the County and Buyer have executed this Advance Funding Agreement as of the day and year written below.

**COUNTY:**  
COUNTY OF MONTEREY  
  
Mary E. Adams, Chair, Board of Supervisors

Date: June 6, 2017

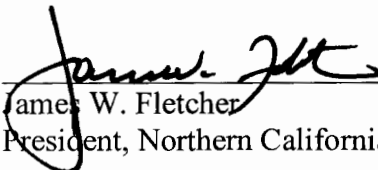
**APPROVED AS TO FORM:**  
  
Brian P. Briggs  
Deputy County Counsel

Date: 5-10-17

**BUYER:**  
BMC EG GROVE, LLC  
  
James W. Fletcher  
President, Northern California Division

Date: 5/12/17

**AGREEMENT AND ACKNOWLEDGEMENT:**  
UCP East Garrison, LLC, as the current owner of the Parcels described herein, hereby acknowledges receipt of this Amendment No. 2 and consents to all the terms contained herein.

UCP East Garrison, LLC  
  
James W. Fletcher  
President, Northern California Division

Date: 5/12/17

EXHIBIT 1-B

Legal Description

Additional Parcels for East Garrison - GROVE Lots (Partial), Phase 2

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

Lots 412 through 426, and 621 through 629, 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 (a total of 21 lots).

Excepting therefrom all mineral rights with the right of surface entry as reserved in the "Quitclaim Deed for a Portion of Former Fort Ord, Monterey, California", executed by the United States of America, in favor of the Fort Ord Reuse Authority, recorded May 19, 2006, Instrument No. 2006-045190, Official Records, Monterey County. Said document was re-recorded and amended January 12, 2007, Instrument No, 2007-03370, Official Records, Monterey County.