

**AMENDMENT NO. 9  
TO REIMBURSEMENT AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
THE PEBBLE BEACH COMPANY**

**THIS AMENDMENT NO. 9** to the Reimbursement Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Pebble Beach Company (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, PROJECT APPLICANT has applied to the County for approval of various development permits for The Pebble Beach Company's Del Monte Forest Preservation and Development Plan (hereinafter, "Project" or "Plan"); and

**WHEREAS**, County engaged EcoSystems West Consulting Group (hereinafter, "Contractor") to provide annual Piperia Plan Studies (hereinafter, "services") for the Project; and

**WHEREAS**, PROJECT APPLICANT entered into a Reimbursement Agreement with County on May 6, 2009 (hereinafter "Agreement") to provide services for the Project through April 30, 2010 for an amount not to exceed \$27,499.00; and

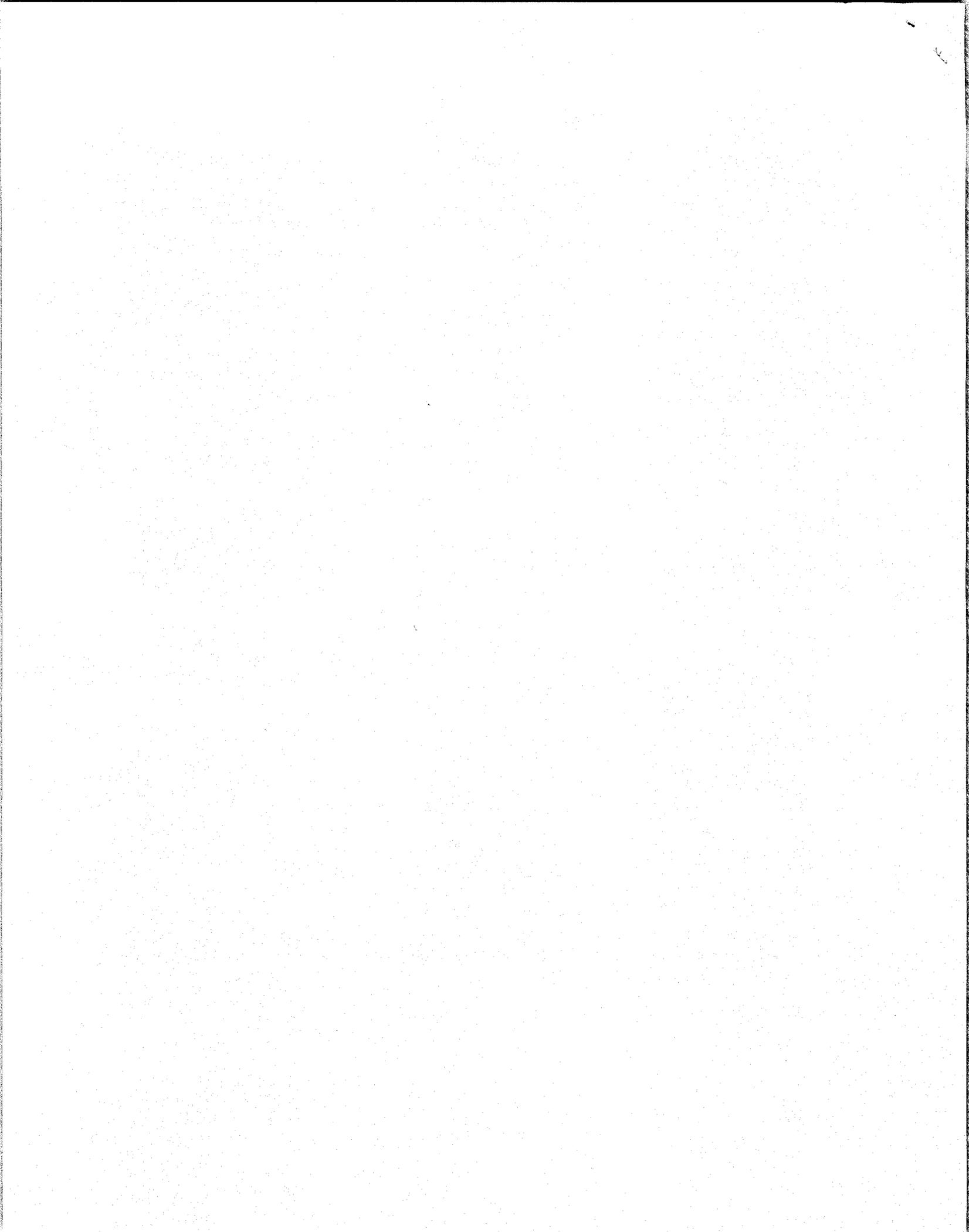
**WHEREAS**, Agreement was amended by the Parties on April 28, 2010 (hereinafter, "Amendment No. 1", including Exhibit 1A, Amendment No. 1 to the Professional Services Agreement) to extend the term for one (1) additional year through April 30, 2011 and to increase the Agreement amount by \$24,965.00 which resulted in a not to exceed amount of \$52,464.00; and

**WHEREAS**, Agreement was amended by the Parties on April 25, 2011 (hereinafter, "Amendment No. 2") to extend the term for fourteen (14) additional months through June 30, 2012 with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 11, 2011 (hereinafter, "Amendment No. 3", including Exhibit 1B, Amendment No. 3 to the Professional Services Agreement) to increase the Agreement amount by \$64,165.00 which resulted in a not to exceed amount of \$116,629.00 with no extension to the Agreement's term; and

**WHEREAS**, Agreement was amended by the Parties on June 27, 2012 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through June 30, 2013 with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on June 7, 2013 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through June 30, 2015 with no increase in the Agreement's not to exceed amount; and



**WHEREAS**, Agreement was amended by the Parties on December 19, 2014 (hereinafter, "Amendment No. 6", including Exhibit 1C, Amendment No. 6 to the Professional Services Agreement) to extend the term for one (1) additional year through June 30, 2016 and to increase the Agreement amount by \$57,820.00 which resulted in a not to exceed amount of \$174,449.00; and

**WHEREAS**, Agreement was amended by the Parties on January 6, 2016 (hereinafter, "Amendment No. 7", including Exhibit 1D, Amendment No. 7 to the Professional Services Agreement) to increase the Agreement amount by \$60,282.50 which resulted in a not to exceed amount of \$234,731.50 with no extension to the Agreement's term; and

**WHEREAS**, Agreement was amended by the Parties on May 24, 2016 (hereinafter, "Amendment No. 8") to extend the term for six (6) additional months through December 31, 2016 with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, due to Contractor's workload, additional time is necessary to allow Contractor to complete the final report for all completed services for the Project for the management, protection and restoration of Yadon's Piperia; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to June 30, 2017 with no associated dollar amount increase to continue to allow reimbursement by the PROJECT APPLICANT to the County for costs incurred by the Contractor and County departments to continue to provide services identified in the Agreement and as amended by this Amendment No. 9.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

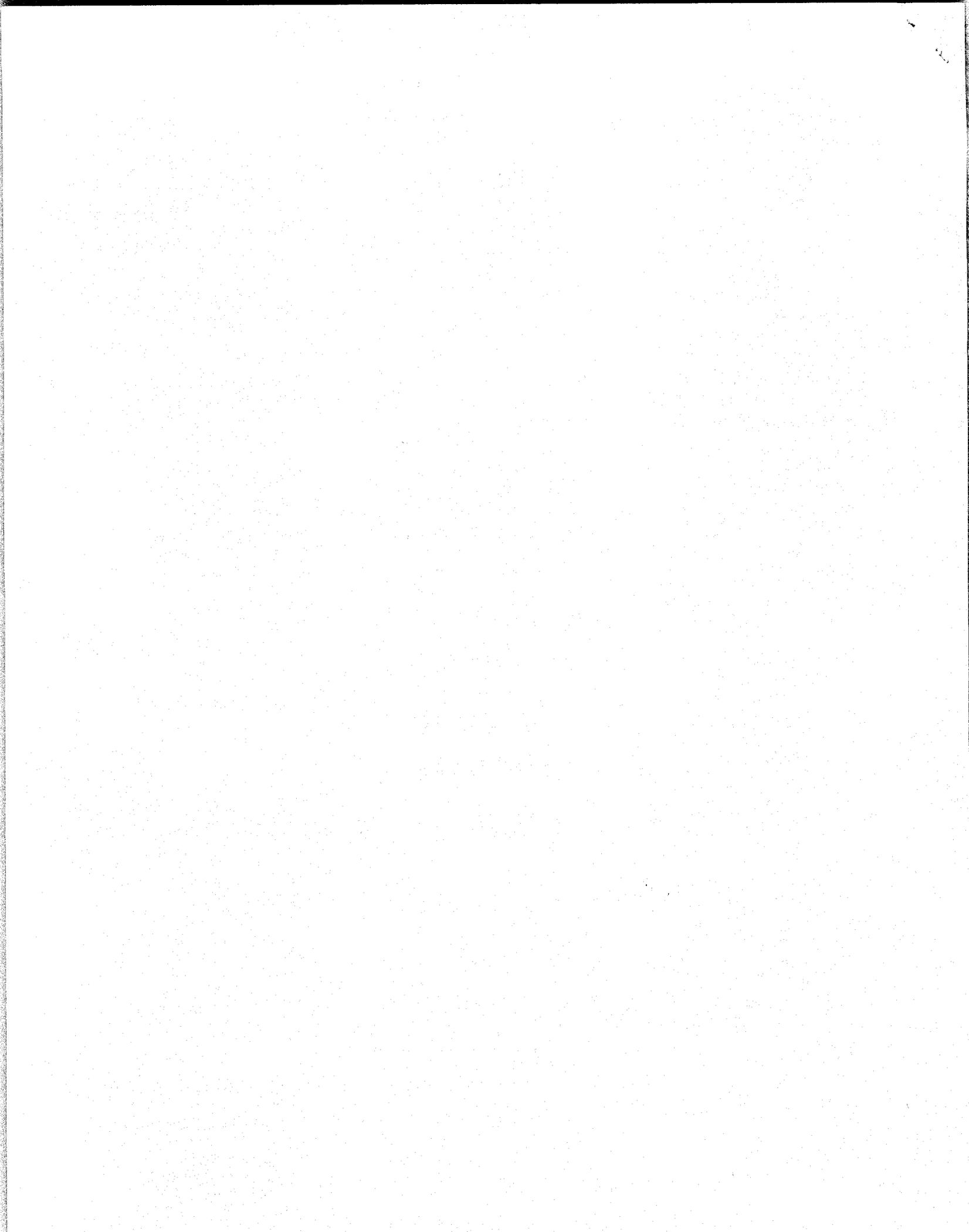
1. Amend Paragraph 7, "Term", to read as follows:

AGREEMENT shall become effective February 1, 2009 and continue through June 30, 2017, unless terminated pursuant to Paragraph 8 of AGREEMENT.

2. Amend the first sentence of Paragraph 8, "Termination", to read as follows:

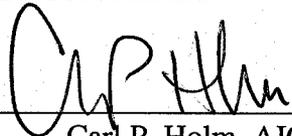
AGREEMENT shall terminate on June 30, 2017, but may be terminated earlier by PROJECT APPLICANT or COUNTY, by giving fourteen (14) days written notice to the other.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 9 and all previous amendments shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
Carl P. Holm, AICP  
Chief of Planning

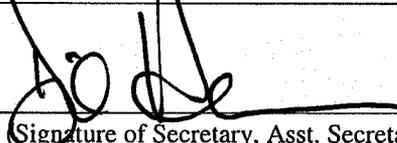
Date: DEC 9 2016

**PROJECT APPLICANT\***

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

David L. Stivers  
Its: Executive Vice President, CAO  
(Printed Name and Title)

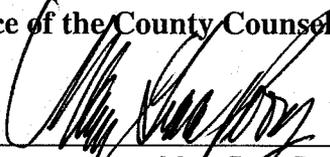
Date: November 30, 2016

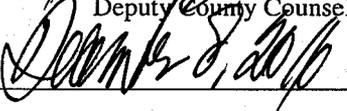
By:   
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

David A. Heuck  
Its: Executive Vice President, CFO  
(Printed Name and Title)

Date: November 30, 2016

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

By:   
Mary Grace Perry  
Deputy County Counsel

Date: 

\*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

