

Attachment A

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**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Monterey
Resource Management Agency
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AMENDMENT NO. 1 TO THE COUNTY OF MONTEREY
SUBDIVISION IMPROVEMENT AGREEMENT
FOR CATHREIN ACRES**

This Amendment No. 1 to the County of Monterey Subdivision Improvement Agreement for Cathrein Acres Subdivision (also known as Cathrein Estates Subdivision - PLN990330) recorded with the County Recorder as Document No. 2013057544 on September 13, 2013, is entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Cathrein Land LLC, (hereinafter "SUBDIVIDER" or "OWNER"). Collectively, COUNTY, SUBDIVIDER and OWNER are referred to as the "parties".

WHEREAS, SUBDIVIDER is the owner of that certain parcel of land defined by the Final Map and SUBDIVIDER proposes to do and perform certain work of improvement thereon as set forth in this Amendment No. 1 to the Agreement;

WHEREAS, SUBDIVIDER has requested an extension of time under the Agreement to complete the subdivision improvements;

WHEREAS, no revisions to the improvement plans are required and the construction cost to complete the improvements as reflected in the Engineer's Estimate by LandSet Engineers, Inc. dated April 20, 2016 (Exhibit 1 – attached hereto and incorporated by this reference) is not expected to increase;

WHEREASE, security for improvements that have not been completed shall remain in place; and,

WHEREAS, the parties desire to amend the Agreement to extend the time for completion of the subdivision improvements for the Cathrein Acres Subdivision;

Now therefore, the parties agree that the Agreement is amended as follows:

1. Effective Date: The effective date of this Amendment No. 1 to the Agreement shall be the last date opposite the respective signatures below.
2. Paragraph 1.d. is amended as follows:

d. Commence the construction and installation of the Improvements within 180 days from the COUNTY'S approval of said final map and complete said work within 24 months from the date of said approval of this Amendment No. 1 to the Subdivision Improvement Agreement unless otherwise approved by the COUNTY. Any extension shall be in accordance with the provisions of Title 19 of the Monterey County Code. Any such extension may be granted without notice to SUBDIVIDER'S Surety and shall not affect the validity of this Agreement or release the Surety or Sureties on any security given under this Agreement. Strikes, boycotts, or similar actions by employees or labor organizations which prevent the conducting of work and which were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the COUNTY Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the COUNTY Engineer.

3. Exhibit 1: Exhibit 1 cited herein is hereby incorporated by this reference.

4. Recordation. Upon execution of this Amendment No. 1 to the Agreement, OWNERS shall cause recordation thereof with the County Recorder's Office.

5. Incorporation of recitals. The recitals to this Amendment No. 1 are incorporated herein.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below.

OWNER: **Cathrein Land LLC**

DATE: _____ By: _____
Donald D. Chapin, Jr., Managing Member

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)
) ss.
 County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____

(Seal)

COUNTY OF MONTEREY:

DATE: _____

By: _____

Chair, Board of Supervisors

ATTEST:

DATE: _____

By: _____

Clerk of the Board, Board of Supervisors

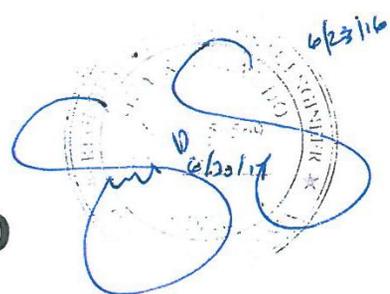
APPROVED AS TO FORM:
CHARLES J. MCKEE, COUNTY COUNSEL
COUNTY OF MONTEREY

DATE: _____

By: _____

Mary Grace Perry
Deputy County Counsel

Exhibit 1



CATHREIN ACRES SUB'D

ENGINEER'S ESTIMATE FOR SITE IMPROVEMENTS - JOB #19 -APRIL 20, 2016

DESCRIPTION	QUANTITY	COMPLETE	REMAINING	UNIT PRICE	TOTAL	REMAINING USING ORIGINAL PRICING
STRIP SITE	3000 CY	2500	500	\$1.00	\$3,000.00	\$500.00
PREP FILL AREAS	284000 SF	255600	28400	\$0.05	\$14,200.00	\$1,420.00
CUT TO FILL	22000 CY	19800	2200	\$1.25	\$27,500.00	\$2,750.00
PLACE IMPORT	36450 CY	3285	33165	\$1.50	\$54,675.00	\$49,747.50
FINISH STREET	148000 SF	0	148000	\$0.13	\$19,240.00	\$19,240.00
FINISH ACCESS ROADS	12300 SF	0	12300	\$0.18	\$2,214.00	\$2,214.00
FINISH VALLEY GUTTER	5550 LF	0	5550	\$0.15	\$832.50	\$832.50
FINISH PONDS	13400 SF	12730	670	\$0.18	\$2,412.00	\$120.60
AGGREGATE BASE (STREETS/DW)	5550 TON	0	5550	\$18.00	\$99,900.00	\$99,900.00
AGGREGATE BASE (ACCESS RD)	500 TON	0	500	\$20.00	\$10,000.00	\$10,000.00
ASPHALT CONCRETE	2400 TON	0	2400	\$80.00	\$192,000.00	\$192,000.00
AC DIKE	790 LF	0	790	\$5.00	\$3,950.00	\$3,950.00
VERTICAL CURB	2050 LF	0	2050	\$14.00	\$28,700.00	\$28,700.00
VALLEY GUTTER W/6" AB CUSHION	5550 LF	0	5550	\$18.00	\$99,900.00	\$99,900.00
STREETS-PUBLIC/PRIVATE Total					\$558,523.50	\$511,274.60
18" STORM DRAIN PIPE	2400 LF	2160	240	\$35.00	\$84,000.00	\$8,400.00
STORM DRAIN MANHOLE	7 EA	6	1	\$2,500.00	\$17,500.00	\$2,500.00
CHRISTY U-21	24 EA	21	3	\$1,800.00	\$43,200.00	\$5,400.00
CHRISTY V-64	1 EA	1	0	\$250.00	\$250.00	\$0.00
FLARED INLET	30 EA	24	6	\$750.00	\$22,500.00	\$4,500.00
SAND AND GREASE TANKS	2 EA	2	0	\$3,000.00	\$6,000.00	\$0.00
BIOSWALE	8000 SF	4000	4000	\$3.00	\$24,000.00	\$12,000.00
PITS	23 EA	23	0	\$800.00	\$18,400.00	\$0.00
STORM DRAIN Total					\$215,850.00	\$32,800.00
8" WATER MAIN	3800 LF	2850	950	\$24.00	\$91,200.00	\$22,800.00
6" WATER MAIN	865 LF	430	435	\$22.00	\$19,030.00	\$9,570.00
4" WATER MAIN	1480 LF	740	740	\$18.00	\$26,640.00	\$13,320.00
2" WATER MAIN	190 LF	80	110	\$12.00	\$2,280.00	\$1,320.00
WATER SERVICE	27 EA	13	14	\$300.00	\$8,100.00	\$4,200.00
FIRE HYDRANT	8 EA	4	4	\$2,000.00	\$16,000.00	\$8,000.00
BLOW-OFF	2 EA	1	1	\$500.00	\$1,000.00	\$500.00
SAMPLE STATION	1 EA	0	1	\$400.00	\$400.00	\$400.00
WATER Total					\$164,650.00	\$60,110.00
REDIROCK WALL	2820 SSF	2820	0	\$20.00	\$56,400.00	\$0.00
SMU WALL	1240 SSF	0	1240	\$25.00	\$31,000.00	\$31,000.00
KEYSTONE WALL	1915 SSF	0	1915	\$18.00	\$34,470.00	\$34,470.00
METAL BEAM GUARD RAIL	265 LF	0	265	\$30.00	\$7,950.00	\$7,950.00
OTHER INFRASTRUCTURE Total					\$129,820.00	\$73,420.00
Grand Total					\$1,068,843.50	\$677,604.60
ADD ALTERNATE						
JOINT TRENCH	27 LOTS	0	27	\$5,000.00	\$135,000.00	\$135,000.00
CENTERLINE MONUMENTS	15 EA	0	15	\$550.00	\$8,250.00	\$8,250.00
PROPERTY CORNERS	1 LS	0	1	\$21,500.00	\$21,500.00	\$21,500.00