

**AMENDMENT NO. 12
TO REIMBURSEMENT AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DOMAIN CORPORATION**

THIS AMENDMENT NO. 12 to the Reimbursement Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Domain Corporation (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT entered into a Reimbursement Agreement with County on July 21, 2006 (hereinafter "Agreement", including Exhibit 1, Professional Services Agreement (PSA)); and

WHEREAS, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1", including Exhibit 1-A, Amendment No. 1 to the PSA), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 9, 2009 (hereinafter, "Amendment No. 4"), December 10, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7", including Exhibit 1-B, Amendment No. 7 to the PSA), May 3, 2012 (hereinafter, "Amendment No. 8"), August 23, 2012 (hereinafter, "Amendment No. 9", including Exhibit 1-C, Amendment No. 9 to the PSA), February 15, 2013 (hereinafter, "Amendment No. 10"), and June 5, 2013 (hereinafter, "Amendment No. 11", including Exhibit 1-D, Amendment No. 11 to the PSA) and incorporated into the Agreement by this reference; and

WHEREAS, PROJECT APPLICANT has applied to the County for approval of various development permits for the Ferrini Ranch Subdivision (hereinafter, "PROJECT") requiring an Environmental Impact Report (EIR); and

WHEREAS, County engaged Pacific Municipal Consultants (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the Final EIR for the PROJECT has not been completed by the CONTRACTOR due to the need to prepare additional technical studies and revise chapters of the Draft EIR; and

WHEREAS, additional time is required to allow for the preparation of the Draft EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2014 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 for services identified in the Agreement and as amended by this Amendment No. 12.

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

1. Amend Paragraph 5, "Term", to read as follows:

Agreement shall become effective July 11, 2006 and continue through December 31, 2014, unless terminated pursuant to Paragraph 6 of Agreement.

2. Amend the first sentence of Paragraph 6, "Termination", to read as follows:

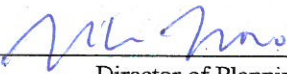
Agreement shall terminate on December 31, 2014, but may be terminated earlier by PROJECT APPLICANT or COUNTY, by giving thirty (30) days' written notice to the other.

3. All other terms and conditions of the Agreement remain unchanged and in full force.

4. This Amendment No. 12 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.


IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 12 to the Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: 
Director of Planning

Date: 2/20/14

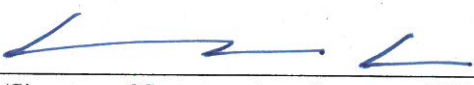
PROJECT APPLICANT* DOMAIN CORPORATION

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

Mark Kelton

Its: Vice President
(Printed Name and Title)

Date: 2/13/14

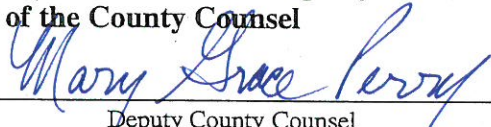
By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Mark Leekley

Its: Vice President & Assistant Treasurer
(Printed Name and Title)

Date: 2/13/14

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

By: 
Deputy County Counsel

Date: 2-19-2014

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