

**AMENDMENT NO. 10
TO REIMBURSEMENT AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DOMAIN CORPORATION**

THIS AMENDMENT NO. 10 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 County and PROJECT APPLICANT are referred to as 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"); and

WHEREAS, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1"), 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"), May 3, 2012 (hereinafter, "Amendment No. 8"), and August 23, 2012 (hereinafter, "Amendment No. 9"); 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 EIR has not been completed; and

WHEREAS, additional time is necessary to allow reimbursement for the completion of tasks associated with the final editing and preparation of the EIR for the PROJECT prior to publication; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to February 28, 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. 10.

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 February 28, 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 February 28, 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. 10 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. 10 as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: Arlene Nove
Director of Planning

Date: 2/15/13

PROJECT APPLICANT* DOMAIN CORPORATION

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

Its: Vice President
(Printed Name and Title)

Date: 2/7/13

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

Mark Leekley
Its: Vice President & Assistant Secretary
(Printed Name and Title)

Date: 2/7/2013

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 2-14-2013

*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.