

**SECOND AMENDMENT TO
URBAN SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF MONTEREY
AND
THE EAST GARRISON COMMUNITY SERVICES DISTRICT
RELATING TO EAST GARRISON**

THIS SECOND AMENDMENT TO URBAN SERVICES AGREEMENT ("Second Amendment") is entered into on Dec. 12, 2017, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"), and the EAST GARRISON COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to Government Code section 61000, *et seq.* ("CSD") (each a "Party" and collectively the "Parties").

RECITALS

A. On July 18, 2006, the Board of Supervisors approved an Urban Services Agreement (the "Original Agreement") between the County and CSD in compliance with Condition of Approval No. 199 to the East Garrison Combined Development Permit (Board of Supervisors' Resolution No. 05-267 (PLN 303204)) ("the East Garrison Development Project" or "Project"). Except as otherwise defined herein, all capitalized terms will have the meaning set forth in the Agreement.

B. The Original Agreement was amended by that certain First Amendment to Urban Services Agreement dated March 12, 2013 (the "First Amendment"). The Original Agreement and First Amendment are collectively referred to as the "Agreement."

C. UCP East Garrison, LLC ("Developer") is the developer of the East Garrison Property.

D. The Final Map for Phase 1 of the Project was filed for record in the Office of the Recorder of the County of Monterey on June 28, 2007 in Volume 24 of Cities and Towns at Page 7, Document No. 2007051442. The Final Map for Phase 2 of the Project was filed for record in the Office of the Recorder of the County of Monterey on March 19, 2015 in Book 24 of Cities and Towns at Page 41, Document No. 2015013418. The Developer is in the process of preparing the Final Map for Phase 3 of the Project.

E. The East Garrison Development Project includes the following seven interior neighborhood parks, as shown on Revised Exhibit 4 (dated October 11, 2017) attached hereto and incorporated herein by reference, some of which have already been constructed or are to be constructed as noted below:

1. Phase 1 of the Project:
 - a. Cordell Hull Park (Park "A"), Warren Avenue/Thomas Lane, APN 031-162-129 (constructed)

- b. Eleanor Roosevelt Park (Park "B"), Warren Avenue/McClellan Circle, APN 031-163-150 (constructed)
 - c. Town Center Park, Sherman Blvd./East Garrison Drive, APN 031-164-096 (to be constructed)
2. Phase 2 of the Project:
- a. Park "C", Logan Street – APN 031-169-060 (constructed)
 - b. West Camp Park, West Camp Street/Wilcox Street, APN 031-169-059 (constructed)
3. Phase 3 of the Project:
- a. Arts Park, future Sherman Drive/Burnside Avenue, (APN to be determined) (to be constructed)
 - b. Bluff Courts Park, future Ord Avenue, (APN to be determined) (to be constructed)

F. The Original Agreement allocated responsibility for financing and maintenance of certain public services among the County, the CSD, and homeowners associations. In the Original Agreement, the CSD agreed, among other things, to "maintain all parks and other open space" and to finance "Public Parks and Open Space" from the Communities Facilities District (CFD) Special Tax. (Original Agreement, paras. 4.b. and 6.) The First Amendment changed the reference from "all parks" to "Lincoln Park" in the list of CSD responsibilities and included "neighborhood parks" within the list of public services to be financed by homeowner association fees instead of the CFD Special Tax. (First Amendment, paras. 3 and 8.)

G. The CSD, County and Developer have agreed it is in the best interest of the public and consistent with the intent of the East Garrison Specific Plan and Combined Development Permit for all the interior neighborhood parks within East Garrison to be maintained by the CSD, rather than the HOA.

H. Two Phase 1 interior neighborhood parks are currently constructed and open and owned and maintained by the HOA. The two Phase 2 interior neighborhood parks are constructed and owned by the HOA; however, they are not yet opened, and are currently maintained by Developer. It is the intent of the parties that upon approval of this agreement and conveyance by the HOA of the already-constructed Phase 1 and Phase 2 interior neighborhood parks to the CSD, the CSD will thereafter as soon as administratively feasible record the conveyance deed(s), and upon recordation of the deed(s), the CSD will assume responsibility for maintenance of the interior neighborhood parks that have already been constructed. It is the further intent of the parties that, with respect to the interior neighborhood parks that have not yet been constructed, the CSD will assume maintenance responsibility for those parks following conveyance by the Developer of those parks to the CSD.

I. CSD and the County have the authority to enter into this Amendment, have taken all steps necessary to enter into this Amendment, and have determined that all of the above recitals are true and correct.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and provisions set forth herein, the Parties hereby agree that the Urban Services Agreement, as previously amended by the First Amendment, is amended as follows:

1. Park Responsibility. CSD and the County agree to reassign responsibility to maintain the interior neighborhood parks from the HOA to the CSD. Such reassignment shall occur for the various phases within East Garrison as follows:

a. Phase 1. When the CSD receives a deed from the HOA, conveying the two already constructed Phase 1 parks to the CSD (the "Phase 1 Deed"), the CSD will record the deed as soon as the CSD is ready to assume maintenance responsibility for these parks, which shall be as soon as administratively feasible and without unreasonable delay. Upon recordation of the Phase 1 Deed, the CSD shall be responsible for maintenance of the two already constructed Phase 1 parks. Upon completion of the Town Center Park, the Developer has separately agreed to convey it by deed to the CSD. Upon recordation of the conveyance deed, the CSD shall be responsible for maintenance of the Town Center Park.

b. Phase 2. When the CSD receives a deed from the HOA, conveying the two already constructed Phase 2 parks to the CSD (the "Phase 2 Deed"), the CSD will record the deed as soon as the CSD is ready to assume maintenance responsibility for these parks, which shall be as soon as administratively feasible and without unreasonable delay. Upon recordation of the Phase 2 Deed, the CSD shall open and be responsible for maintenance of the Phase 2 parks.

c. Phase 3. Upon completion of the Phase 3 parks, the Developer has agreed to convey them by deed to the CSD. Upon recordation of the conveyance deed, the CSD shall be responsible for maintenance of the Phase 3 parks.

2. Paragraph 4(b) of the Original Agreement, as previously amended by the First Amendment, is hereby amended to read as follows (with the blackline changes reflecting the revisions from the First Amendment):

"Parks and Open Space. Maintain ~~Lincoln Park and other Open Space~~ **all parks and open space** as shown in **Revised** Exhibit 4 attached hereto and made a part hereof, with funding provided by the CFD Special Tax.

3. The table of financing for Public Services in East Garrison that was set forth in paragraph 6 of the Original Agreement and amended by paragraph 8 of the First Amendment is amended to read as follows (with the blackline changes reflecting the revisions from the First Amendment):

Public Service	Proposed Funding
Recreation Maintenance and Programs Library Services/Maintenance Sheriff Custody Operations/Coroner/Public Administrator Other General Fund Expenses	County General Fund
East Garrison Perimeter Roadways (Public) Neighborhood Parks and Open Space Drainage, Stormwater and Flood Control Systems in Public Rights of Way or Easements Lincoln Park and Open Space Sheriff Protection	CFD Special Tax/CSD
Fire Protection	MCRFPD Special Tax
Front Yards of Private Homeowner Property Neighborhood Parks and Open Space HOA Open Space Private Roadways Transit Services Entry Statements Drainage and Stormwater Systems in Private Rights of Way or Easements	HOA Fees

4. Miscellaneous Provisions.

a. Other Necessary Acts. Each Party shall execute and deliver to the other all instruments and documents necessary to carry out this Second Amendment.

b. Effective Date. This Second Amendment, which includes Revised Exhibit 4 attached hereto and incorporated herein by reference, shall take effect upon the execution of this Second Amendment by all of the Parties hereto ("Effective Date"). Except as provided by this Second Amendment, all other provisions of the Original Agreement, as previously amended by the First Amendment, shall remain in full force and effect.

c. Entire Agreement. This Original Agreement, as amended by the First Amendment and this Second Amendment, constitutes the full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties.

[signatures on next page]

IN WITNESS WHEREOF, this Second Amendment has been duly executed by the Parties hereto as of the date below written.

COUNTY:

COUNTY OF MONTEREY, a political subdivision of the State of California

By: 

Name: MARY L. ADAMS

Its: Chair, BOARD OF SUPERVISORS

APPROVED AS TO FORM:

County Counsel (for County of Monterey)

By: 

Name: Wendy S. Strimling

Its: Senior Deputy County Counsel

CSD:

EAST GARRISON COMMUNITY SERVICES DISTRICT, a Community Services District

By: 

Name: MARY L. ADAMS

Its: Chair, BOARD OF DIRECTORS

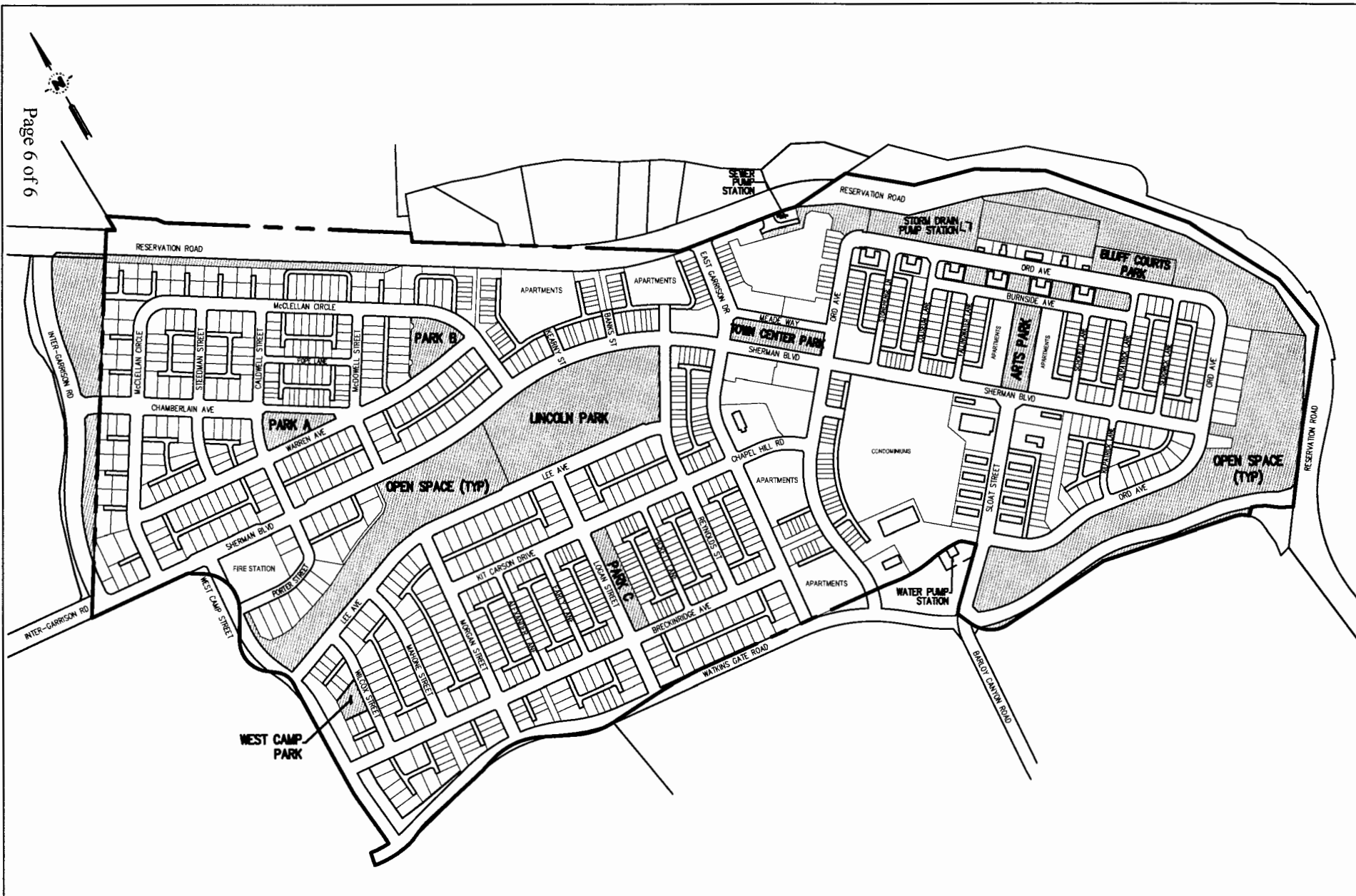
APPROVED AS TO FORM:

County Counsel (for East Garrison CSD)

By: 

Name: Brian P. Briggs

Its: Deputy County Counsel



CSD MAINTAINED PARKS AND OPEN SPACE

MONTEREY COUNTY

CALIFORNIA

EAST GARRISON

DRAWING PATH: T:\Monterey Projects\2615\CAD\Exhibits-WE\USA\4-CSD PARKS.dwg

DATE: OCT 11, 2017

SCALE: 1" = 600'

DRAWN: APH

CHECKED: RPW

PROJECT No.: 2615.00

REVISED
EXHIBIT

4