

**AMENDMENT NO. 2
TO
TEMPORARY MAINTENANCE AGREEMENT
BY AND BETWEEN
EAST GARRISON COMMUNITY SERVICES DISTRICT AND
UCP EAST GARRISON, LLC**

This AMENDMENT NO. 2 to the Temporary Maintenance Agreement by and between EAST GARRISON COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to Government Code Section 61000 *et seq* ("EGCSD") and UCP EAST GARRISON, LLC, a Delaware limited liability company ("UCP"), ("Amendment No. 2"), is made and entered into as of _____, 2019.

RECITALS

A. On March 26, 2013, EGCSD and UCP entered into a Temporary Maintenance Agreement ("Agreement") whereby UCP agreed to provide all maintenance obligations on Phase 1 EGCSD improvements, in accordance with the scope and schedule of the approved Operations and Maintenance Plan for the East Garrison Development ("OMP") related to the East Garrison Disposition and Development Agreement (as amended, the "East Garrison DDA") and the Urban Services Agreement (as amended, the "Urban Services Agreement").

B. The Agreement was amended on July 25, 2017 ("Amendment No. 1") (Agreement, as amended by Amendment No. 1, is collectively referred to herein as the "Temporary Maintenance Agreement"). Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Temporary Maintenance Agreement.

C. In the Second Amendment to Urban Services Agreement, amended by the Board of Supervisors, acting as the Board of Directors of the EGCSD on December 12, 2017, the Phase 1, 2 and 3 internal neighborhood parks were added to the areas to be owned and maintained by EGCSD (collectively, the "Neighborhood Parks").

D. The Neighborhood Parks have been constructed in Phases 1 and 2, and are currently owned by East Garrison Community Association (the "Association"). The Phase 1 and 2 Neighborhood Parks are currently maintained by the Association.

E. Effective upon EGCSD's acceptance of the deed(s) transferring title of each park, open space or facility to EGCSD (the "Effective Date"), EGCSD desires to retain UCP to maintain the Neighborhood Parks, in accordance with the terms of this Amendment No. 2 to the Temporary Maintenance Agreement.

F. Accordingly, in order to continue the proper, efficient and cost-effective maintenance of each park, open space and facility EGCSD and UCP wish to amend the Temporary Maintenance Agreement to provide for the reimbursement of services performed by UCP under the Temporary Maintenance Agreement as of the date set forth below.

NOW, THEREFORE, in consideration of the promises contained herein, EGCSO and UCP agree to amend the Agreement as follows:

1. Amend Paragraph 1 ("Term") of the Agreement to delete Paragraph 1.1 and replace Paragraph 1 with the following:

1. Term. Subject to applicable law, the term ("Term") of this AGREEMENT shall commence on the date EGCSO accepts the completed East Garrison Phase 1 improvements described in the *Urban Services Agreement* as amended on March 26, 2013, into the EGCSO maintenance system. Notwithstanding anything to the contrary in the AGREEMENT, upon the Effective Date UCP shall maintain the parks, open space or other facilities as described in paragraph 2 below, until the later of: (a) the approval of an agreement between EGCSO and a selected vendor to provide maintenance services, or (b) the EGCSO providing notice to UCP of such approved agreement.

2. Amend Paragraph 2 ("Temporary Maintenance of the CSO Property by UCP") of the Temporary Maintenance Agreement to read as follows:

Throughout the term of this AGREEMENT, UCP shall perform all maintenance obligations on EGCSO improvements in all Phases of the Project in accordance with the scope and schedule of the applicable OMP, including but not limited to all drainage, stormwater facilities and systems, and retention basins for flood control; Lincoln Park; and other Parks and Open Space as shown in Exhibit 4 of the Second Amendment to Urban Services Agreement.

3. Amend Paragraph 6 ("Reimbursement of Temporary Maintenance Costs") of the Temporary Maintenance Agreement to add the following:

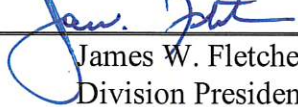
- (c) Actual, direct maintenance costs for services provided here under incurred by UCP on or after the Effective Date, shall be reimbursed by EGCSO.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Temporary Maintenance Agreement as of the effective date set forth above.

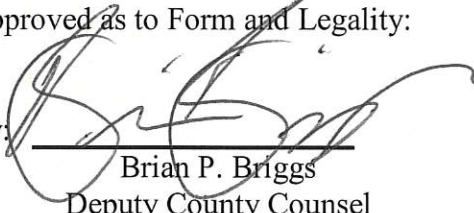
UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: 
James W. Fletcher
Division President

Date: 5/29/17

Approved as to Form and Legality:

By: 
Brian P. Briggs
Deputy County Counsel

EAST GARRISON COMMUNITY SERVICES DISTRICT

By: _____
John M. Phillips
Chair, Board of Directors

Date: _____

Date: 6-3-17