

ORIGINAL

1 FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT #268-F9811

2 BASS LAKE HILLS SPECIFIC PLAN

3  
4 W I T N E S S E T H

5 WHEREAS, Bass Lake Hills Specific Plan Trust ("Trust") has been  
6 engaged by County under a Reimbursement Agreement, dated April 25,  
7 1995, incorporated herein and made by reference a part hereof, to  
8 provide a funding mechanism for the reimbursement of costs  
9 associated with the preparation of the Bass Lake Hills Specific  
10 Plan ("Specific Plan"); and

11 WHEREAS, the parties hereto desire to amend the "Scope of Work" and  
12 "Compensation" of the Engineering Services Agreement between County  
13 and Consultant to provide for additional work necessary for the  
14 Bass Lake Hills Specific Plan Public Facilities Financing Plan  
15 ("Specific Plan"); and

16 WHEREAS, the Trust agrees to deposit with County additional funds  
17 necessary to support the additional engineering services for the  
18 Specific Plan;

19 NOW, THEREFORE, In consideration of the mutual promises set forth  
20 herein, the parties agree to enter into this First Amendment to the  
21 Reimbursement Agreement as follows:

22 1. Purpose. The purpose of this Agreement is amended to  
23 provide additional funding necessary for the completion of the  
24 Specific Plan Public Facilities Financing Plan. Section 1 and  
25 Section 4 shall be amended to read as follows:

26 1. The trust agrees to deposit \$176,340.00, as amended, into  
27 a County trust fund to pay for engineering design services, which  
28 are to be provided by an engineering consultant under contract with

1 the County, in support of the preparation of the Specific Plan,  
2 including the preparation of land use maps, lot study plan,  
3 infrastructure plans, illustrations, and a public facility  
4 financing plan concept. The completed products shall be included  
5 in the proposed Specific Plan for future consideration by the  
6 County Board of Supervisors. The County shall retain the  
7 administrative control of the Specific Plan preparation process and  
8 of the contracting for the engineering design services of an  
9 engineering consultant, as agreed upon between the County and the  
10 Trust.

11 4. The County and the Trust understand and agree that the  
12 County's expenditure of the aforesaid \$176,340.00, as amended, or  
13 any lesser amount actually expended is to be considered a County  
14 expenditure for purposes of Government Code Section §65451 et seq.,  
15 relating to the creation and funding of specific plans.

16 Except as herein amended, all other sections and parts of the  
17 Reimbursement Agreement, dated April 25, 1995, shall remain  
18 unchanged and in full force and effect.

19 REQUESTING DEPARTMENT CONCURRENCE:

20

21 By: \_\_\_\_\_

Dated: 1/6/98

22 Conrad B. Montgomery  
23 Director  
24 Planning Department

25 IN WITNESS WHEREOF, the parties hereto have executed this First  
26 Amendment to the Reimbursement Agreement the day and year first  
27 below written.

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- - C O U N T Y O F E L D O R A D O - -

Dated: January 27, 1998

By: X John E. Upson  
Chairman  
Board of Supervisors  
"County"

ATTEST: Dixie L. Foote, Clerk  
of the Board of Supervisors

By: Margaret E. Moody Dated: January 27, 1998  
Deputy Clerk

- - T R U S T - -

BASS LAKE HILLS SPECIFIC PLAN TRUST

Dated: JAN 7 1998

By: Glen R. Campbell  
Glen R. Campbell, Trustee

Dated: JAN 7 1998

By: Joseph P. Williams, Jr.  
Joseph P. Williams, Jr., Trustee

COPY

REIMBURSEMENT AGREEMENT

BASS LAKE HILLS SPECIFIC PLAN

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4 THIS AGREEMENT is entered on the date set forth below by the  
5 COUNTY OF EL DORADO, a political subdivision of the State of  
6 California, hereinafter the "County", and the BASS LAKE HILLS  
7 SPECIFIC PLAN TRUST, hereinafter the "Trust".

8 W I T N E S S E T H

9 WHEREAS, the County desires to complete the preparation of the  
10 Bass Lake Hills Specific Plan ("Specific Plan"), and

11 WHEREAS, the Trust also wishes to see the completion of the  
12 Specific Plan preparation and is willing to deposit funds to the  
13 County to insure the completion of said Specific Plan; therefore,

14 The County and the Trust hereby mutually agree as follows:

15 1. The Trust agrees to deposit \$25,340.00 into a County  
16 trust fund to pay for engineering design services, which are to be  
17 provided by an engineering consultant under contract with the  
18 County, in support of the preparation of the Specific Plan,  
19 including the preparation of land use maps, lot study plan,  
20 infrastructure plans, illustrations, and a public facility  
21 financing plan concept. The completed products shall be included  
22 in the proposed Specific Plan for future consideration by the  
23 County Board of Supervisors. The County shall retain the  
24 administrative control of the Specific Plan preparation process and  
25 of the contracting for the engineering design services of an  
26 engineering consultant, as agreed upon between the County and the  
27 Trust.

28 2. The County shall reimburse the Trust from the

1 Supplemental Tentative Map Submittal Fees (STMS Fees") to be levied  
2 by the County in the future on all subsequent subdivision map  
3 applications located within the Specific Plan area.

4 3. Reimbursement payments shall be forwarded to the Trust  
5 within thirty (30) days of the receipt of STMS Fees by the County  
6 until all of the amount owing to the Trust is paid before any  
7 additional costs incurred by the County are reimbursed from the  
8 Specific Plan STMS Fees trust fund account.

9 4. The County and the Trust understand and agree that the  
10 County's expenditure of the aforesaid \$25,340.00 or any lesser  
11 amount actually expended is to be considered a County expenditure  
12 for purposes of Government Code Section 65451 et sequential  
13 (relating to the creation and funding of specific plans).

14 5. The County and the Trust also understand and agree that  
15 implementation of the reimbursement provisions of this Agreement  
16 are expressly made contingent upon the approval of the Specific  
17 Plan by the El Dorado County Board of Supervisors. The execution  
18 of this Agreement shall not constitute a representation or  
19 assurance by the County that the Specific Plan shall be adopted.

20 6. Notices and Correspondence. Notice and correspondence  
21 shall be delivered as follows:

22 A. County:

23 El Dorado County Planning Department  
24 El Dorado County Government Center, Building C  
25 2850 Fairlane Court  
26 Placerville, CA 95667

27 B. Trust:

28 Bass Lake Hills Specific Plan Trust

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P.O. Box 1233

Shingle Springs, CA 95682

7. Designated Representative. The Director of the El Dorado County Planning Department is the representative of the County and will administer this Agreement for the County.

8. Amendments. All parties agree that this written Agreement embodies all agreed upon terms and provisions between themselves at the time of execution of this Agreement. Any amendment, deletion or other modification of this Agreement or any of its terms must be executed in writing and signed by all parties

IN WITNESS WHEREOF, the County and the Trust have executed this Agreement upon the date written below.

Dated: April 25, 1995

COUNTY OF EL DORADO

"County"

By: Mark Nielsen  
U. Mark Nielsen, Chairman,  
Board of Supervisors

4/25/95

BASS LAKE HILLS SPECIFIC PLAN TRUST

"Trust"

By: Glen R. Campbell  
Glen R. Campbell, Trustee

By: Joseph P. Williams, Jr.  
Joseph P. Williams, Jr., Trustee

ATTEST:

Mary Lee E. Moody, Deputy Clerk  
Dixie L. Foote, Board Clerk

4/25/95