

**FIRST AMENDMENT TO REIMBURSEMENT AND INDEMNIFICATION  
AGREEMENT DATED MARCH 22, 2022 BETWEEN THE COUNTY OF SAN BENITO  
AND THE OWNERS NAMED THEREIN**

This AMENDMENT to the Reimbursement and Indemnification Agreement (“Agreement”) dated March 22, 2022 by and between the County of San Benito (“COUNTY”) and the Thomas John McDowell and Victoria McDowell Charitable Remainder Unitrust, dated March 7, 2005, and the McDowell Family Trust, dated February 16, 2004, (“OWNERS”), is made and entered into this \_\_\_ day of April, 2022.

This AMENDMENT deletes the terms and conditions set forth in Section 1.1 B. of the Agreement, and substitutes the following:

**B. Required Deposit for Outside Services for Preparation of an Environmental Impact Report (EIR) for OWNERS’ Project:** COUNTY and OWNERS .have conferred on the selection by the COUNTY of Ascent Environmental, Inc. (EIR Consultant) to prepare an EIR and supporting documents and findings for certification and project approval for OWNERS’ Project consisting of a Conditional Use Permit for the development of a commercial project on OWNERS’ property for a cost not to exceed Three Hundred Twenty-four Thousand Six Hundred Ninety-five and No/100 Dollars (\$324,695.00). Costs and charges incurred by the EIR Consultant shall be invoiced monthly, with a copy to COUNTY and to OWNERS.

OWNERS shall deposit with COUNTY the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) in addition to the amount on deposit pursuant to Section 1.1 A. of the Agreement to secure OWNERS’ payment in full of any invoice, net 30 days after presentation. Only in the event that timely payment is not made by OWNERS, will COUNTY draw upon the deposit to pay an invoice. Should COUNTY make a payment from funds on deposit, OWNERS shall replenish the deposit to the full amount within ten (10) days of notice by the COUNTY. In the event that OWNERS fail to pay any invoice or restore the deposit amount as provided above, COUNTY shall direct EIR Consultant to cease all work, and COUNTY shall suspend processing of OWNERS’ application. In the event that OWNERS fail to restore the deposit and pay any outstanding EIR Consultant invoice within sixty (60) days of any default, COUNTY shall cease processing of OWNERS’ application and shall deny the project.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between this AMENDMENT and the Agreement, the terms of the Agreement shall prevail.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be duly executed as of the date first above written.

COUNTY

OWNERS [signatures on following page]

San Benito County Board of Supervisors

Thomas John McDowell and Victoria  
McDowell Charitable Remainder Unitrust,  
Dated March 7, 2005

By: \_\_\_\_\_  
Bea Gonzales, Chair

By: \_\_\_\_\_  
Thomas John McDowell, Trustee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Clerk of the Board

By: \_\_\_\_\_  
Victoria McDowell, Trustee

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

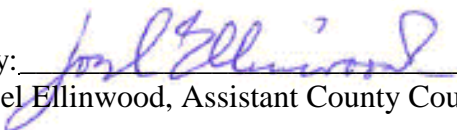
Date: \_\_\_\_\_

Date: \_\_\_\_\_

McDowell Family Trust, Dated  
February 16, 2004

APPROVED AS TO LEGAL FORM  
Barbara J. Thompson, County Counsel

By: \_\_\_\_\_  
Thomas John McDowell, Trustee

By:  \_\_\_\_\_  
Joel Ellinwood, Assistant County Counsel

Date: \_\_\_\_\_

Date: April 26, 2022 \_\_\_\_\_

By: \_\_\_\_\_  
Victoria Knight McDowell, Trustee

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be duly executed as of the date first above written.

COUNTY

San Benito County Board of Supervisors

By: \_\_\_\_\_  
Bea Gonzales, Chair

Date: \_\_\_\_\_

ATTEST:

Clerk of the Board

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

Date: \_\_\_\_\_

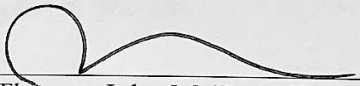
APPROVED AS TO LEGAL FORM  
Barbara J. Thompson, County Counsel

By: \_\_\_\_\_  
Joel Ellinwood, Assistant County Counsel

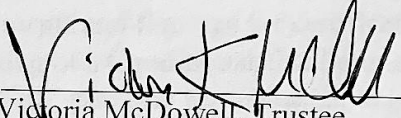
Date: \_\_\_\_\_

OWNERS

Thomas John McDowell and Victoria  
McDowell Charitable Remainder Unitrust  
Dated March 7, 2005


By:   
Thomas John McDowell, Trustee

Date: 4-18-22

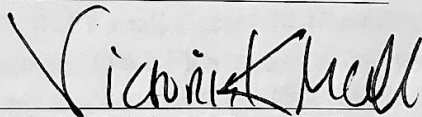
By:   
Victoria McDowell, Trustee

Date: 4-18-22

McDowell Family Trust, Dated  
February 16, 2004

By:   
Thomas John McDowell, Trustee

Date: 4-18-22

By:   
Victoria Knight McDowell, Trustee

Date: 4-18-22