FIRST AMENDMENT OF THE CONWAY RANCH MOU

THIS FIRST AMENDMENT OF the Conway Ranch Memorandum of Understanding (FIRST AMENDMENT) is ENTERED INTO as of November 5, 2013, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the COUNTY OF MONO, a political subdivision of the State of California, referred to herein as "COUNTY". The State and County are sometimes referred to herein as "the parties."

RECITALS

1. The parties hereto entered into a Memorandum of Understanding (MOU) on May 20, 2013 defining the terms and conditions regarding the Conway and Mattly Ranches.

2. Implementation of the provisions of the MOU will not be completed prior to the original deadline of 180 days from date of execution as stated in the MOU (i.e., November 16, 2013).

3. The parties wish to extend that deadline until April 1, 2014, through this first amendment and to reaffirm their rights, liabilities and obligations assumed under MOU.

IT IS THEREFORE MUTUALLY AGREED

1. The second sentence of the last paragraph of the Roles and Responsibilities section of the MOU (on page 3) is amended in its entirety to read as follows:

   "The parties have until April 1, 2014, to implement all provisions of this MOU upon execution."

2. All other terms and conditions of MOU not hereby amended remain in full force and effect and are herein incorporated by reference and reaffirmed by the PARTIES.

EXECUTION

The parties have executed and entered into this First Amendment through their authorized representatives whose signatures are below.

Mono County

By: Byng Hunt, Chair
Board of Supervisors
Dated: 11-5-13

Approved as to form:

Marshall Rudolph, County Counsel

California Department of Transportation

THOMAS P. HALLENBECK
District 9 Director
Dated: 11/12/13