

of a funding mechanism for maintenance of parks, maintenance of open space, landscaping, lighting, fencing, trails, walkways, corridors, signage, sound walls, entry monuments, and other common or public areas, but the associated costs are not yet determined. Within ninety (90) days of the determination of (i) the precise manner in which Developers will satisfy their Quimby and County parkland dedication obligations and (ii) the aforementioned funding mechanism required in the Conditions of Approval, Developers shall cause DPFG (or other consultants acceptable to County) to provide an updated Financing Plan utilizing the same methodology previously utilized by DPFG and consistent with the County's adopted FIA/PFFP Guidelines, as amended from time to time. The County, in its sole discretion, may elect to obtain peer review of such updated Financing Plan, and Developers shall reimburse the County for the cost of a third-party consultant of the County's selection to perform the peer review. In the event of a conflict between the methodology previously utilized by DPFG and the FIA/PFFP Guidelines, the FIA/PFFP Guidelines shall control.

3.8.3 Supplemental Ambulance Services Tax. Notwithstanding the foregoing, each residential unit in the Property will be subject to a special tax to pay for ambulance services. The base year special tax for ambulance services shall be Fifty Dollars (\$50.00) per unit ("**Supplemental Ambulance Services Tax**"). The Supplemental Ambulance Services Tax will be adjusted annually based on the percentage changes in the CPI or appropriate inflationary index as may be required by the enabling legislation for the Supplemental Ambulance Services Tax. The Supplemental Ambulance Services Tax will not be considered in determining whether the Project has a negative fiscal impact and is not accounted for when calculating the estimated shortfall in Section 3.8.1. Unless the County, in its sole discretion, agrees in writing in advance of approval of the first final small lot subdivision map, County and Developers shall cooperate, utilizing best efforts, to form the CFD prior to approval of the first final small lot subdivision map, and the County may withhold approval of a final small lot subdivision map until such CFD is formed. Any written agreement under this subsection to allow for approval of a final small lot subdivision map before formation of the CFD does not require an amendment to this Agreement.

3.9 Regional Connector. In order to allow for future connectivity in the area, the County may plan for a new four-lane public road that would generally connect Latrobe Road south of Royal Oaks Drive to White Rock Road in Sacramento County ("Regional Connector") and utilize a portion of the Regional Park Site. The Parties recognize that any such Regional Connector is not currently included in the County's Capital Improvement Program ("CIP") or General Plan. To ensure that land is available if and when the County plans for such a Regional Connector, Developers agree that, subject to the terms and conditions set forth in this Section 3.9, Developers will grant an irrevocable offer of dedication ("IOD") to the County for land generally along the southernmost property line of the Regional Park Site to be utilized as a Regional Connector. The Parties agree that any such IOD will be limited to the necessary right of way needed for a four-lane road with curb, gutter, and sidewalk. The final alignment, if any, will be determined if and when the County designs and includes the Regional Connector in its CIP. If the final alignment requires Developers to grant the IOD as set forth in this Section 3.9, the portion of the final alignment within the Regional Park Site shall be subject to Developers' approval, which approval shall not be unreasonably withheld, conditioned, or delayed. In no event shall Developers be required to provide an IOD anywhere other than as specified in this Section 3.9. The County hereby agrees that if the El Dorado Hills Community Services District ("CSD") desires to purchase the Regional Park Site from Developers before the County has determined the final alignment, the

County shall use good faith, diligent efforts to work with Developers and the CSD to more precisely define the planned final alignment in order to allow for the planning and programming of the Regional Park Site. The Parties agree that any sale of the Regional Park Site will be subject to this Section 3.9 and Developers shall ensure that the obligations of this Section 3.9 are binding on any subsequent owner of the Regional Park Site. Parties agree that the southern edge of the right of way for the Regional Connector may not abut the southernmost property line of the Regional Park Site exactly given alignment constraints that are unknown at this time, but the County will use best efforts to develop an alignment that traverses as close to the southernmost property line of the Regional Park Site as feasible based on engineering analysis and economic considerations. The Parties agree that the total acreage of the Regional Connector and any remaining land between the southern edge of the right of way for the Regional Connector and the southernmost property line of the Regional Park Site will not exceed one and three-quarters (1.75) acres. The Parties further agree that Developers' grant of an IOD at no cost to the County shall not exceed one and three-quarters (1.75) acres. In the event the County requires land exceeding one and three-quarters (1.75) acres for the Regional Connector and any remaining land between the southern edge of the right of way for the Regional Connector and the southernmost property line of the Regional Park Site, the County shall purchase or otherwise lawfully acquire the same from Developers at fair market value. With respect to any remaining land between the southern edge of the right of way for the Regional Connector and the southernmost property line of the Regional Park Site, Developers may elect to include any or all of such remaining land in the IOD and, if included, the County agrees to accept this remaining land. The County's request for an IOD pursuant to this Section 3.9 shall be limited to use as a public road and must be made within the Term of this Agreement. Developers shall have no obligation to grant the IOD unless and until the Regional Connector is included in the County's CIP. In the event the County includes the Regional Connector in its CIP in an alignment that does not at least partially utilize the area of the Regional Park Site provided for in this Section 3.9, Developers' obligations pursuant to this Section 3.9 shall automatically terminate and Developers shall be relieved of any and all obligations hereunder with respect to the Regional Connector. In the event the County includes the Regional Connector in its CIP in an alignment that partially utilizes the area of the Regional Park Site provided for in this Section 3.9, Developers' obligations pursuant to this Section 3.9 shall be limited to the area provided in this Section 3.9 and the County shall purchase or otherwise lawfully acquire any remaining land from Developers at fair market value. Provided that the County's request for an IOD complies with the terms provided herein, Developers agree to grant, and County agrees to accept, the IOD in a form reasonably acceptable to the County within sixty (60) days of the County's written request for the IOD. The County will have no obligation to compensate or reimburse Developers for the costs of the dedicated land unless the amount of dedicated land exceeds one and three-quarters (1.75) acres as further set forth above. The Parties further agree that the offer to dedicate up to one and three-quarters (1.75) acres for the Regional Connector at no cost to the County is an essential term of this Agreement. In the event the County accepts the IOD as set forth hereinabove but does not commence construction of the Regional Connector within the Term of this Agreement, the County shall, if desired by Developers and upon written request, convey the dedicated land back to Developers no more than sixty (60) days prior to the expiration of the Term of this Agreement. The foregoing obligation of County shall survive the expiration or earlier termination of this Agreement.

3.10 Voluntary Agreement. Developers acknowledge by their approval and execution of this Agreement that they are voluntarily agreeing to pay the Community Benefit Fee, the