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**Funding Agreement No. 005D-F-12/13-BOS
between the
County of El Dorado and G3 Enterprises, LLC
for
Preparation of an Environmental Impact Report
for the Lime Rock Valley Specific Plan**

COUNTY FILE NUMBER PA12-0007

THIS FUNDING AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and G3 Enterprises, Inc.; a Delaware Corporation, (hereinafter referred to as "Applicant") whose principal place of business is located at 502 East Whitmore Ave., Modesto, CA 95358.

WITNESSETH

WHEREAS, Applicant is proposing to develop real property composed of approximately 740 acres in the Shingle Springs area. The property is located on the south side of State Highway 50 and near the southwest terminus of Shingle Lime Mine Road (Assessor's Parcels 109-010-09, -10, -13, -14; 109-020-01, -04, -05, -06, -20). Applicant shall file for a development application for a Specific Plan (identified as The Lime Rock Valley Specific Plan), as well as a General Plan Amendment, Rezone, Tentative Subdivision Map, and Planned Development. Applicant proposes to construct approximately 800 residential units, 321 acres of open space and 14 acres of recreational park uses; and

WHEREAS, County has determined an Environmental Impact Report (hereinafter to as "EIR") is required for the processing of the Project pursuant to CEQA Guidelines Section 15064; and

WHEREAS, the California Environmental Quality Act, Section 21082.1 authorizes County to enter into agreements to prepare environmental documents for a proposed project including the preparation of an EIR and Mitigation Monitoring Program; and

WHEREAS, the California Environmental Quality Act, Section 21089 authorizes the County to collect fees to recover the costs for the preparation and processing of environmental documents.

NOW, THEREFORE, County and Applicant mutually agree as follows:

ARTICLE I

Purpose: The purpose of this Agreement is to provide a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an EIR and planning services for the Project. Both County and Applicant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto. This agreement is subject to all other applicable laws, regulations, and ordinances including those of the County of El Dorado relating to payment of monies for services rendered.

ARTICLE II

Work: The work to be funded is the preparation of an EIR which considers the impacts of and alternatives to the proposed Project for the Lime Rock Valley Specific Plan, and planning services to implement the plan on that real property described as Assessor Parcel Numbers: 109-010-09, -10, -13, -14; 109-020-01, -04, -05, -06, -20.

ARTICLE III

Employment of Consultant as Independent Contractor: County shall engage ICF Jones & Stokes ("Consultant") as an independent contractor to prepare an Environmental Impact Report (hereinafter referred to as "EIR") and Pacific Municipal Consultants (PMC) ("Consultant") to provide planning services for the development of the Lime Rock Valley Specific Plan located in El Dorado County, California.

The EIR shall be prepared for the County. It shall be prepared to be legally adequate to allow the County to meet its obligations as the CEQA lead agency to consider all discretionary actions necessary for the Project (Public Resources Code, §21082). Consultant shall prepare the EIR to be accurate and objective. Consultant shall act solely as Consultant to County and shall not act in any capacity as consultant to, representative

of, or agent of Applicant. Applicant shall not engage in communications or contact with Consultant without prior written authorization of County.

The execution of this Agreement shall not constitute a representation or assurance by County that the EIR shall be certified or that the project will be approved.

ARTICLE IV

Funding for this Agreement: Funding of this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of **One Hundred Two Thousand Eight Hundred Ninety Seven Dollars and 00/100 (\$102,897.00)**. This represents 30% of the estimated cost of preparation of the EIR and related planning services. Applicant agrees to maintain a minimum of \$102,897 in the account until there is less than 30% of the costs remaining. Applicant agrees to replenish the account within 15 days of receipt of written notice by the County.

The total amount of this Agreement **SHALL NOT EXCEED Three Hundred Forty Two Thousand Nine Hundred Ninety Two Dollars and 00/100 (\$342,992.00)**.

It is understood that the funds deposited by Applicant are the only source of funding for the Agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

ARTICLE V

Deposit: County will place all deposits paid by Applicant pursuant to this Agreement into a separate fund. The deposit shall not bear interest.

ARTICLE VI

Reimbursement: Upon completion of the EIR or termination of this Agreement, County shall reimburse Applicant for any difference between County's costs to fund its Consultants, as set forth above, and the amounts deposited.

ARTICLE VII

Interest of Applicant and Consultant: Applicant covenants that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Consultant's services hereunder. Applicant covenants that it will notify the County if the County

engages, or attempts to engage, a Consultant who has performed any work or provided any services under contract or agreement directly with the project or any part of the project herein described or who has performed work or provided services for Applicant on any other development project within the preceding five (5) years.

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: ROGER P. TROUT, DEVELOPMENT SERVICES DIRECTOR

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

G3 ENTERPRISES, LLC
c/o AMY WOLFE
502 EAST WHITMORE AVE
MODESTO, CA 95358

Or to such other location as the Applicant directs.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Administrator: The County officer or employee with responsibility for administering this Agreement is Roger Trout, Director, Development Services Department, or successor.

ARTICLE XI

Termination: Either County or Applicant may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination. In the event of termination by either party, County shall retain fees from the funds deposited in an amount equal to all consultant fees and other costs

incurred prior to the effective date of said termination. The balance of funds deposited by Applicant shall be reimbursed to Applicant.

ARTICLE XII

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Applicant.

ARTICLE XIII

Agreement Negotiated: It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

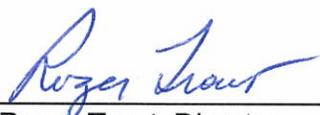
ARTICLE XIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XV

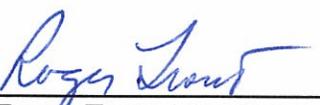
Indemnity: Applicant shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Applicant's obligations and performance under this Agreement regardless of the existence or degree of fault or negligence on the part of County, Applicant, Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of Applicant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Requesting Contract Administrator Concurrence:

By: 
Roger Trout, Director
Development Services Department

Dated: 11-20-12

Requesting Department Head Concurrence:

By: 
Roger Trout, Director
Development Services Department

Dated: 11-20-12

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 11/13/12
By: [Signature]
Chair **John R. Knight**
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: [Signature] Dated: 11/13/12
Deputy Clerk

-- APPLICANT --

By: [Signature] Dated: 11-15-12
Robert Lubeck
"Applicant"

(MLW)

(241-F1311)

**G3 Enterprises, Inc.
doing business as**

Delaware G3 Enterprises, Inc.

FIRST AMENDMENT TO FUNDING AGREEMENT No. 005D-F-12/13-BOS

COUNTY FILE NUMBER PA12-0007

THIS FIRST AMENDMENT to that Funding Agreement No. 005D-F-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and G3 Enterprises, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California as Delaware G3 Enterprises, Inc., whose principal place of business is 502 East Whitmore Avenue, Modesto, California 95358 (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, Funding Agreement No. 005D-F-12/13-BOS, dated November 15, 2012, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"), provides a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an Environmental Impact Report (EIR) and related planning services for the Lime Rock Valley Specific Plan (Project); and

WHEREAS, County has determined that due to an increased level of public interest, unanticipated delays, and additional complexity of the Project resulting in a longer timeline, additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE I, Purpose**, and **ARTICLE II, Work**, to add professional consulting services for the Project; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE III, Employment of Consultant as Independent Contractor**, to add Goodwin Consulting Group, Inc. to provide professional consulting services for the Project; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE IV, Funding for this Agreement**, to increase the not-to-exceed amount of the Agreement by \$257,355.00, and to increase the deposit amount by \$77,207.00; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE VIII, Notice to Parties**; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE X, Administrator**, to change County's Administrator; and

WHEREAS, the parties hereto have mutually determined and agreed to amend the Agreement to add **ARTICLE XVI, Change of Address; ARTICLE XVII, Audit by California State Auditor; ARTICLE XVIII, No Third Party Beneficiaries; ARTICLE XIX, Counterparts; and ARTICLE XX, Taxes**, to reflect updated County contracting provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Applicant mutually agree to amend the terms of the Agreement in this First Amendment to Funding Agreement No. 005D-F-12/13-BOS, as follows:

ARTICLE I, Purpose, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE I

Purpose: The purpose of this Agreement is to provide a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an EIR and to provide related planning and professional consulting services for the Project. Both County and Applicant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto. This Agreement is subject to all other applicable laws, regulations, and ordinances including those of the County of El Dorado relating to payment of monies for services rendered.

ARTICLE II, Work, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Work: The work to be funded is the preparation of an EIR which considers the impacts of and alternatives to the proposed Project for the Lime Rock Valley Specific Plan, and related planning and professional consulting services to implement the plan on that real property described as Assessor Parcel Numbers: 109-010-09, -10, -13, -14; 109-020-01, -04, -05, -06, -20.

ARTICLE III, Employment of Consultant as Independent Contractor, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Employment of Consultant as Independent Contractor: County shall engage ICF Jones & Stokes, Inc. ("Consultant") as an independent contractor to prepare an EIR and

Pacific Municipal Consultants, doing business as PMC ("Consultant"), as an independent contractor to provide planning services and Goodwin Consulting Group, Inc. ("Consultant") as an independent contractor to provide professional consulting services for the development of the Lime Rock Valley Specific Plan located in El Dorado County, California.

The EIR shall be prepared for the County. It shall be prepared to be legally adequate to allow the County to meet its obligations as the CEQA lead agency to consider all discretionary actions necessary for the Project (Public Resources Code, §21082). Consultant shall prepare the EIR to be accurate and objective. Consultant shall act solely as Consultant to County and shall not act in any capacity as consultant to, representative of, or agent of Applicant. Applicant shall not engage in communications or contact with Consultant without prior written authorization of County.

The execution of this Agreement and this First Amendment to Funding Agreement No. 005D-F-12/13-BOS shall not constitute a representation or assurance by County that the EIR shall be certified or that the Project will be approved.

ARTICLE IV, Funding for this Agreement, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE IV

Funding for this Agreement: Funding for this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of \$102,897.00. Upon execution of this First Amendment to Funding Agreement No. 005D-F-12/13-BOS, Applicant shall deposit with County an additional sum of \$77,207.00 for a total deposit amount of \$180,104.00 as compensation for Consultants to be engaged by County for the preparation of an EIR for the Project, and to provide related planning and professional consulting services. The total amended deposit amount represents thirty percent (30%) of the estimated cost for the preparation of the EIR and related planning and professional consulting services. Applicant agrees to maintain a minimum of \$180,104.00 in the account until there is less than thirty percent (30%) of the costs remaining. Applicant agrees to replenish the account within fifteen (15) days of receipt of written notice by County.

The total amount of this Agreement, as amended, shall not exceed \$600,347.00.

It is understood that the funds deposited by Applicant are the only source of funding for the agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

ARTICLE VIII, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti
Assistant Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Applicant shall be addressed as follows:

G3 Enterprises, Inc.
c/o Amy Wolfe
502 East Whitmore Avenue
Modesto, California 95358

or to such other location as Applicant directs.

ARTICLE X, Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE X

Administrator: The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Community Development Agency, Long Range Planning Division, or successor.

The original Agreement is further amended to add the following new Articles:

ARTICLE XVI

Change of Address: In the event of a change in address for Applicant’s principal place of business, Applicant’s Agent for Service of Process, or Notices to Applicant, Applicant shall notify County in writing as provided in Article VIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County’s Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVII

Audit by California State Auditor: Applicant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Applicant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XIX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XX

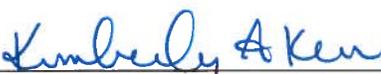
Taxes: Applicant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Applicant to County. Applicant agrees that it shall not default on any obligations to County during the term of this Agreement.

Except as herein amended, all other parts and sections of Funding Agreement No. 005D-F-12/13-BOS shall remain unchanged and in full force and effect.

Requesting Administrator and Division Concurrence:

By:  Dated: 2/26/14
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Requesting Department Concurrence:

By:  Dated: 2/26/14
Kimberly A. Kerr, Acting Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement No. 005D-F-12/13-BOS on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 3-11-14

By: 
Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrusin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 3-11-14

- - APPLICANT - -

By: 
Robert Lubeck
Chief Executive Officer
"Applicant"

Dated: 2-21-14

G3 Enterprises, Inc.
Doing business as
Delaware G3 Enterprises, Inc.

SECOND AMENDMENT TO FUNDING AGREEMENT No. 005D-F-12/13-BOS

COUNTY FILE NUMBER PA12-0007

THIS SECOND AMENDMENT to that Funding Agreement No. 005D-F-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and G3 Enterprises, Inc., a Delaware corporation, duly qualified to conduct business in the State of California, doing business as Delaware G3 Enterprises, Inc., whose principal place of business is 502 East Whitmore Avenue, Modesto, California 95358 (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, Funding Agreement No. 005D-F-12/13-BOS, dated November 15, 2012, and the First Amendment dated March 11, 2014, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"); provides a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an Environmental Impact Report (EIR) and related planning services for the Lime Rock Valley Specific Plan (Project);

WHEREAS, County has determined that due to unanticipated delays, changes to the Project, and additional complexity of the Project resulting in a longer timeline, additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project;

WHEREAS, the parties hereto desire to amend **ARTICLE IV, Funding for this Agreement**, to increase the not-to-exceed amount of the Agreement by \$181,954, and to increase the deposit amount by \$54,587;

WHEREAS, the parties hereto desire to amend **ARTICLE VIII, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Applicant mutually agree to amend the terms of the Agreement in this Second Amendment to the Agreement as follows:

ARTICLE IV, Funding for this Agreement, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Funding for this Agreement: Funding for this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of \$102,897. Upon execution of the First Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$77,207. Upon execution of the Second Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$54,587 for a total deposit amount of \$234,691 as compensation for Consultants to be engaged by County for the preparation of an EIR for the Project, and to provide related planning and professional consulting services. The total amended deposit amount represents thirty percent (30%) of the estimated cost for the preparation of the EIR and related planning and professional consulting services. Applicant agrees to maintain a minimum of \$234,691 in the account until there is less than thirty percent (30%) of the costs remaining. Applicant agrees to replenish the account within fifteen (15) days of receipt of written notice by County.

The total amount of this Agreement, as amended, shall not exceed \$782,301.

It is understood that the funds deposited by Applicant are the only source of funding for the agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

ARTICLE VIII, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti
Assistant Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
CDA Contract & Procurement Unit

or to such other location as County directs.

Notices to Applicant shall be addressed as follows:

G3 Enterprises, Inc.
c/o Amy Wolfe
502 East Whitmore Avenue
Modesto, California 95358

or to such other location as Applicant directs.

Except as herein amended, all other parts and sections of Funding Agreement No. 005D-F-12/13-BOS shall remain unchanged and in full force and effect.

Requesting Administrator and Division Concurrence:

By: 

David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 4/14/15

Requesting Department Concurrence:

By: 

Steven M. Pedretti, Director
Community Development Agency

Dated: 4/14/15

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Funding Agreement No. 005D-F-12/13-BOS on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 4-14-15

By: 
Brian K. Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4-14-15

- - APPLICANT - -

By: 
Thomas Cook
Chief Executive Officer
"Applicant"

Dated: 4/2/15

**G3 Enterprises, Inc.
Doing business as
Delaware G3 Enterprises, Inc.**

THIRD AMENDMENT TO FUNDING AGREEMENT No. 005D-F-12/13-BOS

COUNTY FILE NUMBER PA12-0007

THIS THIRD AMENDMENT to that Funding Agreement No. 005D-F-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and G3 Enterprises, Inc., a Delaware corporation, duly qualified to conduct business in the State of California, doing business as Delaware G3 Enterprises, Inc., whose principal place of business is 502 East Whitmore Avenue, Modesto, California 95358 (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, Funding Agreement No. 005D-F-12/13-BOS, dated November 15, 2012, the First Amendment dated March 11, 2014, and the Second Amendment dated April 14, 2015, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"); provides a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an Environmental Impact Report (EIR) and related planning services for the Lime Rock Valley Specific Plan (Project);

WHEREAS, County has determined that additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement by \$137,340, and to increase the deposit amount by \$41,202, amending **ARTICLE IV, Funding for this Agreement**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXI, Authorized Signatures**, to reflect updated County contracting provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Applicant mutually agree to amend the terms of the Agreement in this Third Amendment to the Agreement as follows:

ARTICLE IV, Funding for this Agreement, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Funding for this Agreement: Funding for this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of \$102,897. Upon execution of the First Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$77,207. Upon execution of the Second

Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$54,587. Upon execution of this Third Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$41,202 for a total deposit amount of \$275,893 as compensation for Consultants to be engaged by County for the preparation of an EIR for the Project, and to provide related planning and professional consulting services. The total amended deposit amount represents thirty percent (30%) of the estimated cost for the preparation of the EIR and related planning and professional consulting services. Applicant agrees to maintain a minimum of \$275,893 in the account until there is less than thirty percent (30%) of the costs remaining. Applicant agrees to replenish the account within fifteen (15) days of receipt of written notice by County.

The total amount of this Agreement, as amended, shall not exceed \$919,641.

It is understood that the funds deposited by Applicant are the only source of funding for the agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

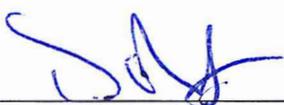
The Agreement is further amended to add the following Article:

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

Except as herein amended, all other parts and sections of Funding Agreement No. 005D-F-12/13-BOS shall remain unchanged and in full force and effect.

Requesting Administrator and Division Concurrence:

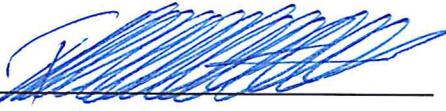
By:  Dated: 2/17/16
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Requesting Department Concurrence:

By:  Dated: 2/18/16
Steven M. Pedretti, Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Funding Agreement No. 005D-F-12/13-BOS on the dates indicated below.

- - COUNTY OF EL DORADO - -

By: 
Ron Mikulaco
Board of Supervisors
"COUNTY"

Dated: 3/8/16

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 3/8/16

- - APPLICANT - -

By: 
Thomas Cook
Chief Executive Officer
"Applicant"

Dated: 2/11/16