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program to a full four (4) lane facility. Improvements at said intersection beyond those required (if any) to construct the signal and mitigate any operational safety issues, which may overlap with improvements identified in the TIMF shall be subject to credit against TIMF fees otherwise due consistent with attached Exhibit 3; and to the extent that a portion of the above-referenced improvements are subject to TIMF fee credit and said construction exceeds said Owner's mitigation requirements, then said Owner shall be eligible for reimbursement from the TIMF Program pursuant to Section 2.8(b) below.

(iii) Union Road and State Route 25. Owners shall be responsible for funding and constructing an eastbound right turn lane from Union Road onto southbound Airline Highway (State Route 25). Notwithstanding the fact that said improvement was not included in the TIMF Program as of the Fee Vesting Date, the constructing Owner shall be eligible for credit under the TIMF Program pursuant to Section 2.8(a) in the event that the TIMF Program is updated in the future to expressly include said improvement. Furthermore, in the event and to the extent the constructing Owner can demonstrate that said improvement exceeds the Project's mitigation requirements and it is expressly included in an updated TIMF Program, then the constructing Owner shall be eligible for reimbursement pursuant to Section 2.8(b) below.

(iv) Construction of Wastewater Collection and Conveyance Infrastructure. In the event and to the extent Owners desire to connect the Project to the City of Hollister's wastewater treatment plant, then Owners shall be responsible for funding and constructing the necessary Project Infrastructure to convey Project wastewater to the City of Hollister for processing. To facilitate said construction, County shall: (A) have the right to review and approve plans for pipeline construction to the extent said plans reflect work within the County's existing public right of way; (B) allow the constructing Owner reasonable access within County's existing right of way for said pipeline construction so long as said Owner has obtained the required encroachment permit and adheres to the standards and conditions set forth therein; and (C) adhere to the provisions set forth in Section 3.8 below in the event and to the extent triggered.

2.6 Additional Public Benefits of the Project.

(a) Community Benefit Fee. In addition to making the payments required in connection with Development Impact Fees, satisfying all Project SEIR mitigation measures, constructing the Community Parks, Private Parkland and other Project Infrastructure, and paying all other identified fees and contributions as required herein, Owners shall provide the following additional public benefits:

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✓ (i) Pay to County the total amount of Five Million Five Hundred and Fifty Nine Dollars (\$5,559,000) ("**Community Benefit Fee**"), which shall be used in County's sole and absolute discretion as it deems appropriate for the benefit of the County, which may include: general community benefits, street improvements, affordable housing, public safety services, library services, and communications.

(A) Owners shall pay the Community Benefit Fee as follows:
(1) Pulte shall pay the amount of One Million Dollars (\$1,000,000) within five (5) days of County's approval of the Project's first (1st) final map that covers all or any portion of the Active Adult Units; (2) SJO shall pay the total amount of Five Hundred and Five Thousand Nine Hundred and Ten Dollars (\$505,910), which may be divided into two (2) equal installments of Two Hundred Fifty Two Thousand Nine Hundred and Fifty Five Dollars (\$252,955), each due upon recordation of the first (1st) and second (2nd) final maps that cover all or any portion of the

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Conventional Units; provided, however, that if only one (1) final map is recorded for all of the Conventional Units, then the total amount of \$505,910 shall be due upon recordation of said map; and (3) Pulte shall pay the total amount of Four Million Fifty Three Thousand and Ninety Dollars (\$4,053,090), which may be divided in three (3) equal payments of One Million Six Hundred Thousand Eighty Four and Three Hundred Sixty Three Dollars (\$1,684,363), each due upon recordation of the first (1st), second (2nd) and third (3rd) final maps that cover the Adult Active Units; provided, however, that if fewer than three (3) final maps are recorded for all of the Adult Active Units, then the total amount of \$4,053,090 shall be due upon recordation of the final map that covers all such units. Notwithstanding anything to the contrary in this Section 2.6(a)(i)(A), if full payment of the Community Benefit Fee has not occurred within seven and one half (7 ½) years from the Effective Date, then the remaining balance shall be immediately due and payable by Owners at that time and County shall have the right to withheld issuance of any further Building Permits for the Project until full payment has been received. \$4,351,030

(b) Other Public Benefits. Owners shall also provide the following additional benefits as set forth herein and in the other Project Approvals, which the parties acknowledge and agree constitute additional public benefits justifying the Board's approval of this Agreement:

(i) Provide for the permanent preservation of the Off-Site Agricultural Preserve by recording an acceptable easement covering said land in favor of the San Benito Land Trust (which was recorded on October 15, 2014);

(ii) Provide for the permanent preservation of the On-Site Agricultural Preserve by SJO recording an acceptable easement covering said land in favor of the San Benito Land Trust in accordance with the provisions set forth herein prior to issuance of the Project's first (1st) Building Permit; said easement shall be in substantially the same form as attached Exhibit 4 or as otherwise may be required by the San Benito Land Trust or San Juan Oaks, subject to prior County approval of any such revised easement;

(iii) Provide for the permanent on-site conservation of the Permanent Wildlife Habitat Area by recording an acceptable conservation easement as required by the applicable permits issued by the relevant resource agencies (i.e., USFWS, CDFW, and RWQCB) and in accordance with the provisions set forth herein;

(iv) Construct Class 2 bicycle and pedestrian routes along both sides of San Juan Drive connecting Union Road to the Project's neighborhood commercial area in accordance with the provisions set forth herein; and

(v) Support and facilitate the formation of a CFD and GHAD on the Property in accordance with the provisions set forth herein, which, once formed, shall provide funding for public safety and Community Park operation and maintenance purposes, as well as funding to appropriately address any identified geologic hazards on the Property.

2.7 Public Safety Improvements.

As a condition of approval on the Amended VTM (and consistent with the prior conditions of approval imposed on the 2004 VTM), SJO shall offer to dedicate to County an approximately two (2) acre site (as shown on attached Exhibit 5) to be used by County for a public safety facility ("**Public Safety Facility Site**"). Provided, however, in the event County has not accepted said offer of dedication and commenced construction of said public safety facility within fifteen (15) years of the offer of dedication, then said offer shall terminate and any interest

42. **Design Review: Conformity with the Specific Plan, Development Agreement, Master Plans, Infrastructure Plans and Phasing Exhibit:** Prior to recording each Final Map, the applicant shall demonstrate to the satisfaction of the RMA that said Final Map complies with all requirements of the Del Webb at San Juan Oaks Specific Plan, Development Agreement, Master Plans, Infrastructure Plans, and Phasing Exhibit. Prior to the issuance of building permits, all proposals for residential and commercial development shall be submitted to the County RMA for review, as set forth in Section 8.1.6 of the Specific Plan, for a determination of consistency with the Specific Plan Design Guidelines.

43. **Community Benefit Fee:** The Applicant(s) shall pay to the County the total amount of Five Million Five Hundred and Fifty Nine thousand dollars (\$5,559,000) ("Community Benefit Fee"), which shall be used in County's sole and absolute discretion as it deems appropriate for the benefit of the County, which may include: general community benefits, street improvements, affordable housing, public safety services, library services, and communications.

Pursuant to Section 2.6(a) of the Development Agreement, Owners shall pay the Community Benefit Fee as follows: (1) Pulte or its successor(s)-in-interest shall pay the amount of One Million Dollars (\$1,000,000) within five (5) days of County's approval of the Project's first (1st) final map that covers all or any portion of the Active Adult Units; (2) San Juan Oaks or its successor(s)-in-interest shall pay the total amount of Five Hundred and Five Thousand Nine Hundred and Ten Dollars (\$505,910), which may be divided into two (2) equal installments of Two Hundred Fifty Two Thousand Nine Hundred and Fifty Five Dollars (\$252,955), each due upon recordation of the first (1st) and second (2nd) final maps that cover all or any portion of the Conventional Units; provided, however, that if only one (1) final map is recorded for all of the Conventional Units, then the total amount of \$505,910 shall be due upon recordation of said map; and (3) Pulte or its successor(s)-in-interest shall pay the total amount of Four Million Fifty Three Thousand and Ninety Dollars (\$4,053,090), which may be divided in three (3) equal payments of One Million Six Hundred Thousand Eighty Four and Three Hundred Sixty Three Dollars (\$1,684,363), each due upon recordation of the first (1st), second (2nd) and third (3rd) final maps that cover the Adult Active Units; provided, however, that if fewer than three (3) final maps are recorded for all of the Adult Active Units, then the total amount of \$4,053,090 shall be due upon recordation of the final map that covers all such units.

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44. **Public Safety Facility:** Pursuant to Section 2.7 of the Development Agreement, as a condition of approval on the amended vesting tentative subdivision map (and consistent with the prior conditions of approval imposed on the 2004 vesting tentative subdivision map), San Juan Oaks or its successor(s)-in-interest shall offer to dedicate to County an approximately two (2) acre site (as shown on Exhibit 5 to the Development Agreement) to be used by County for a public safety facility.