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DOC- 2017-0046207-00

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Tuesday, OCT 17, 2017 08:16:13

Ttl Pd \$0.00 Rcpt # 0001889962

MMF/C1/1-44

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AND WHEN RECORDED MAIL TO:**

County of El Dorado
330 Fair Lane
Placerville, CA 95667
Attn: Clerk of the Board of Supervisors

**EXEMPT FROM RECORDING FEES
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**COMMUNITY BENEFIT AND
DEVELOPMENT AGREEMENT**

BY AND BETWEEN

COUNTY OF EL DORADO

AND

LENNAR WINNCREST, LLC

**FOR THE DEVELOPMENT KNOWN AS
THE HAWK VIEW RESIDENTIAL PROJECT**

Effective Date: 9/19, 2017

**Community Benefit and Development Agreement
Between the County of El Dorado and
Lennar Winncrest, LLC
For the Development Known as
the Hawk View Residential Project**

This Community Benefit and Development Agreement (hereinafter “**Agreement**”) is made and entered into this 19th day of September, 2017, by and between the **County of El Dorado** (hereinafter “**County**”) and **Lennar Winncrest, LLC**, (hereinafter “**Developer**”), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Chapter 130.58 of the County's Ordinance Code relating to development agreements.

Recitals

This Agreement is entered into based on the following facts and circumstances, among others:

- A. The County of El Dorado, a semi-rural County located in the Sacramento metropolitan region, prides itself on providing a high quality of life to its residents. The County strives to balance the need for a healthy, diverse economy, including a wide variety of commercial and retail opportunities, and adequately financed and maintained infrastructure, with a healthy, sustainable, natural environment.
- B. The El Dorado Hills area has been identified by the County for many years as one of the primary areas affording an opportunity for providing residential development to serve the County's current and future growth.
- C. Developer is in the business of developing residential communities in Northern California. The Developer owns approximately 40 acres of real property which is commonly known as the Hawk View Property (the “**Property**”). The Property is located within the El Dorado Hills area of the County on the west side of Bass Lake Road, north of Hollow Oak Road. The Property is located within an area of the County designated as Community Region in the County's General Plan.
- D. In 1995, the County approved the Bass Lake Hills Specific Plan (“**BLH Specific Plan**”). In 1996, the County entered into a development agreement with the then-land owner, Hawk View Partners (“**1996 Hawk View Development Agreement**”). In 2004, the County adopted the Bass Lake Hills Specific Plan Public Facilities Financing Plan (“**BLH Financing Plan**”). In 2005, the County approved a tentative map (“**Tentative Map**”) to subdivide the Property into 114 single-family lots (see Exhibit 1 attached hereto). At the same time, the County approved two other tentative maps for projects in the BLH Specific Plan area. They were the Bell Woods tentative map that created 54 lots and the Bell Ranch tentative map that created 113 lots (together are referred to as the “**Other Tentative Maps**”). In 2008, the County extended the life of the Tentative Map to May 2013. With statutory extensions, the life of the Tentative Map was extended to May 2017. In April 2016, the County approved a request to amend a number of the conditions of approval and extended the life of the Tentative Map one

additional year to May 2018. The Tentative Map and the related entitlements are the “**Project**”. The Property is sometimes referred to as El Dorado County Assessor’s Parcel No. 115-040-16-100.

E. The Project includes the design and construction of a key element in the County’s transportation plan consisting of the realignment of Country Club Drive and installation of a new intersection at Bass Lake Road and realigned Country Club Drive and certain improvements to lower Bass Lake Road from the new intersection with Country Club Drive to the Highway 50 Interchange (“**Country Club Drive Improvements**”). These improvements will eliminate one of the most congested and dangerous intersections in the County. The Project also includes certain improvements at the Highway 50 Interchange with Bass Lake Road (“**Bass Lake Road/Highway 50 Interchange Improvements**”). The parties enter into this agreement in part to provide assurances as to the timing of construction of the Country Club Drive Improvements and the Bass Lake Road/Highway 50 Interchange Improvements and the means of financing such construction.

F. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the Legislature of the State of California adopted Sections 65865 et seq. of the California Government Code enabling a County and an applicant for a development project to enter into a development agreement establishing with certainty what zoning standards and land use regulations of the County will govern the construction and implementation of the development project from beginning to completion.

G. In June 1991, El Dorado County released the Bass Lake Hills Study Area (“**BLHSA**”) Draft Program Environmental Impact Report (“**Draft PEIR**”) (SCH#1990020375). Numerous comment letters were received, and the BLHSA Final PEIR was adopted in January 1992. In November 1995, as part of approval of the BLH Specific Plan, the County approved an Addendum to the 1992 BLRSA Final PEIR (“**1992 EIR Addendum**”). In January 2005, the County published a Draft Initial Study/Mitigated Negative Declaration (“**IS/MND**”) for the Tentative Map. Following the comment period, the County prepared a Final IS/MND for the Tentative Map approval. The Final IS/MND included a mitigation monitoring and reporting program. In February 2016, Environmental Science Associates prepared for the County the Bass Lake Hills Specific Plan Conditions of Approval Amendments Addendum and Initial Study of Environmental Significance (“**2016 EIR Addendum**”). The 2016 EIR Addendum was prepared to identify and assess the anticipated environmental impacts of the revisions to, and one year extension of, the Tentative Map (and the Other Tentative Maps). The 2016 EIR Addendum also covered the approval of this Agreement on the Property.

H. On 9/19, 2017, the Board of Supervisors introduced Ordinance No. 5062 approving this Agreement and authorizing its execution, and adopted such Ordinance on 9/19, 2017, with the Effective Date as set forth in Section 1.2.

Definitions

The following words or phrases used in this Agreement shall have the meanings set forth in this Section. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such words in the parlance of the planning and development of real property in the State of California.

- A. “Agreement” means this Community Benefit and Development Agreement.
- B. “Applicable General Plan” means the County’s General Plan, adopted on July 19, 2004, as amended through 9/19/2017 (insert date DA is approved by Board), 2017.
- C. “BLH Financing Plan” means the Bass Lake Hills Specific Plan Public Facilities Financing Plan, as it may be amended.
- D. “CIP” means that list of projects contained within the County of El Dorado Capital Improvement Program, as adopted by the Board of Supervisors and as may be updated and amended from time to time by the Board.
- E. “Conditions of Approval” mean the requirements placed on the Project Approvals as conditions to development of the Project. A copy of the Conditions of Approval is attached as Exhibit 2.
- F. “County” means the County of El Dorado.
- G. “County-wide Facility Fee” has the meaning described in section 3.2.3.
- H. “Developer” means Lennar Winncrest, LLC, or its successors in interest.
- I. “Effective Date” has the meaning described in Section 1.2.
- J. “EIR” means Final Program Environmental Impact Report for the Bass Lake Road Study Area, State Clearinghouse No. 1990020375, certified by the Board of Supervisors in January 1992.
- K. “Mitigation Measures” mean the requirements placed on the Property to cure or lessen the environmental impacts of the Project as identified in the analysis of the Project done in the EIR, 1992 EIR Addendum, the Final IS/MND, and the 2016 Addendum.
- L. “Property” means the property commonly known as the Hawk View Property, currently identified as El Dorado County Assessor’s Parcel No. 115-040-16-100. A map showing the location and boundaries of the Property is attached as Exhibit 3, and the legal description describing the Property is attached as Exhibit 4.
- M. “Project” means the Tentative Map and related entitlements as described in the Recitals.

- N. “Project Approvals” mean the development approvals and entitlements set forth in Section 2.1.
- O. “Traffic Impact Mitigation Fee Program” or “TIM Fee Program” means that program wherein “TIM Fees” are charged by the County on new development for the purpose of funding the construction of road improvements identified in the County CIP.

SECTION 1. - GENERAL PROVISIONS

1.1. All Exhibits Deemed Incorporated by Reference. Unless specifically stated to the contrary, the reference to an exhibit by a designated letter or number shall mean that the exhibit is made a part of this Agreement.

1.2. Agreement to be Recorded; Effective Date. When fully executed, this Agreement will be recorded in the Official Records of El Dorado County, pursuant to Government Code Section 65868.5. The effective date of this Agreement shall be the later of (a) the date that is thirty (30) days after the date that Ordinance enacting this Agreement is adopted, or (b) the date this Agreement is fully executed by the Parties (“**Effective Date**”). The Effective Date is inserted at the beginning of this Agreement. The Parties acknowledge that section 65868.5 of the Development Agreement Statute requires this Agreement to be recorded in the Official Records no later than ten (10) days after the County enters into this Agreement.

1.3. Term. The term of this Agreement is ten (10) years, commencing on the Effective Date. The expiration date for the Tentative Map and any subsequently approved tentative maps for the Project, shall be extended for the term of this Agreement.

1.4. Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

1.4.1. Expiration of the ten (10) year term;

1.4.2. Entry of a final court judgment or issuance of a final court order directed to the County to set aside, withdraw, or abrogate the County’s approval of this Agreement or any material part of the Project Approvals; or

1.4.3. The effective date of a party’s election to terminate the Agreement as provided in Section 5.2 of this Agreement.

1.4.4. As to a single residential lot within the Project, upon building permit final and the conveyance of such lot to a bona fide good faith purchaser. Such termination shall be automatic without any further action by either party or the need to record any further documents.

1.5. Interest of Developer. Developer represents that it has a fee simple interest in the Property and is bound by this Agreement.

1.6. Covenants Running With the Land. Any successors in interest to the County or Developer shall be subject to the provisions set forth in Government Code Sections 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and every portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 2.4, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by Developer in writing pursuant to Section 1.7.

1.7. Right to Assign; Non-Severable Obligations.

1.7.1. Except as otherwise provided, and provided that Developer is not in default of this Agreement pursuant to Section 5 herein, Developer shall have the right to assign this Agreement as to the Property, or any portion thereof, in connection with the sale, transfer or conveyance thereof to a third party during the term of this Agreement, provided prior written notice of such assignment is given to County. Provided such assignment is done in writing and the assignee assumes all of Developer's obligations hereunder, Developer shall be released from any further liability or obligation from this Agreement related to the Property, or the portion thereof so conveyed and the assignee shall thereafter be the "Developer" with all rights and obligations related thereto, with respect to such conveyed property.

1.7.2. The obligations and conditions set forth in this Agreement are not severable, and any sale of the Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever the obligations and/or conditions shall be a nullity and shall have no force or effect.

1.8. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the County and Developer, as provided in Government Code Section 65868. The cost to the County in processing such a proposed amendment shall be paid by the requesting party.

1.9. Whole Agreement. This Agreement, together with any subsequent amendments, shall constitute the entire agreement of the Parties as to the development of the Property. All prior agreements of the Parties, whether written or oral, are of no further force and effect.

1.10. Modification to the Project Approvals. Developer may apply, in writing, to modify the Project Approvals. Such modification may be processed without any amendment to this Agreement, if the County, in its sole discretion, determines that the requested modification (1) is consistent with this Development Agreement, (2) does not alter this Agreement's term, provisions for reservation and dedication of land, or monetary contributions, (3) does not substantially alter the permitted uses, density or intensity of use, and (4) is consistent with the Applicable General Plan. If the County determines that the requested modification is inconsistent with this

Agreement, alters its term or substantially alters its uses, the modification will not be processed without processing a concurrent amendment to this Agreement in accordance with Section 1.8. An amendment to the BLH Financing Plan as required in the Conditions of Approval shall not require an amendment to this Agreement.

1.11. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

1.12. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other Parties. In the event of such termination, the provisions of Section 1.4 relating to termination of this Agreement by mutual written consent shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the County under this Agreement.

1.13. Choice of Law; Venue. This Agreement shall be interpreted according to the laws of the State of California. The venue for any litigation concerning its meaning shall be the Superior Court of El Dorado County, California.

1.14. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the County and Developer or Developer's assigns and successors. Notice shall be effective on the date delivered in person, or the date when the postal authorities indicate that the mailing was delivered to the address of the receiving party indicated below:

Notice to the County: County of El Dorado
2850 Fairlane Court
Placerville, CA 95667
Attn: Director of Planning and Building
Department

Notice to Developer: Lennar Winncrest, LLC
c/o Lennar Homes of California, Inc.
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661
Attn: Larry Gualco

1.15. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

1.16. List of Exhibits.

<u>Exhibit 1:</u>	Tentative Map
<u>Exhibit 2:</u>	Conditions of Approval
<u>Exhibit 3:</u>	Property Map
<u>Exhibit 4:</u>	Property Legal Description

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

1.18. Signatures. Developer and County represent and warrant that the individuals executing this Agreement have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and County.

SECTION 2. - DEVELOPMENT OF THE PROPERTY

2.1. Project Approvals. The Property shall be developed in accordance with the Project Approvals. The Project Approvals shall consist of:

- 2.1.1. The Bass Lake Hills Specific Plan, approved November 7, 1995;
- 2.1.2. The Planned Development Site Plan for the Project;
- 2.1.3. The Tentative Map (TM00-1371) approved by the County;
- 2.1.4. The revisions to the conditions of approval of the Tentative Map (TM00-1371-R);
- 2.1.5. The Bass Lake Hills Specific Plan Public Facilities Financing Plan, dated June 8, 2004; and
- 2.1.6. The Mitigation Monitoring and Reporting Program adopted with the Project.

2.2. Consistency with the General Plan. The County finds that the provisions of this Agreement and the development of the Property are consistent with and conform to the 2004 General Plan of the County of El Dorado, as amended through the adoption of the ordinance for this Agreement (“**Applicable General Plan**”).

2.3. Vested Rights of the Developer. Developer shall have the vested right to develop the Property in accordance with the Project Approvals described in Section 2.1 above and in conformity with the County rules, regulations, policies, standards, specifications and ordinances, including the zoning ordinance, in effect on the date of adoption of the ordinance for this Agreement, provided that Developer is not in default under this Agreement. The vested right to proceed with the Project shall be subject to any subsequent discretionary approvals required in order to complete the Project provided that

any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Project Approvals.

2.4. Rights Retained by the County. Notwithstanding any other provisions of this Agreement, including the vesting granted by Sections 2.1 and 2.3, the following regulations and provisions shall apply to the development of the Property:

2.4.1. Application fees and charges of every kind and nature imposed by the County to cover the actual costs to the County of processing development applications or for monitoring compliance with any land use entitlements granted or issued.

2.4.2. Procedural regulations related to hearing bodies, applications, notices, findings, hearings, reports, appeals and any other matter of procedure, provided such procedures are uniformly applied on a county-wide basis to all substantially similar types of development projects and properties.

2.4.3. Regulations governing construction standards and specifications, including, without limitations, the County's building code, plumbing code, mechanical code, electrical code and grading code and all other uniform construction codes then applicable in the County at the time of permit application.

2.4.4. New County laws or regulations that are mandated by state or federal law.

2.4.5. Nothing herein shall be construed to limit the County's general police power to implement, based upon appropriate and adequate findings, specific measures necessary to alleviate legitimate and bona fide harmful and noxious uses, or protect against real, actual, and dangerous threats to the health and safety of County residents, in which event any rule, regulation or policy imposed on the development of the Property shall be done to the minimum extent necessary to correct such bona fide harmful and noxious uses or protect against any such real, actual and dangerous threats to the health and safety of County residents.

2.4.6. Any fees, taxes, assessment, and charges which are in effect and collected at the time of the approval of a subsequent entitlement or the issuance of a Building Permit, as provided in this Agreement or as generally applicable throughout the County, including but not limited to impact fees, provided that such fees, taxes and assessments apply to all similar private projects within the County and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed. For any fees that are assessed by zone or area, "similar private projects" will mean projects in the same zone or area as the Project.

2.5. Revisions to Project Approvals. Developer may apply, in writing, to revise the Project Approvals. If the Director of Planning and Building Department, or his/her designee, determines, in his sole discretion, that the requested revision is (1) a minor change to the Project considered as a whole; (2) does not increase the density or intensity

of the use approved in the Project Approvals; (3) is consistent with this Agreement; (4) is consistent with the Applicable General Plan; and (5) does not change the analysis contained in the EIR, the Director of Planning and Building Department or his/her designee may approve the requested revision without public hearing. The notice and appeal process for such a revision shall be the same process as for any other Director of Planning and Building Department approval at the time of the action requested. If the Director of Planning and Building Department determines the application does not comply with the above, then it shall be processed with all applicable public hearing and notice provisions then in effect.

2.5.1. Parties Required to Amend. Where a portion of Developer's rights or obligations have been transferred, assigned, and assumed in accordance with this Agreement, the signature of the person or entity to whom such rights or obligations have been assigned shall not be required to effectuate a revision or amendment of this Agreement unless such amendment would materially alter the rights or obligations of such assignee, provided thirty (30) days' prior written notice of any amendment is provided to such person or entity by the amending parties. In no event shall the signature or consent of any non-assuming assignee be required to amend this Agreement. The consent of Developer shall be required to any amendment to this Agreement only to the extent that such an amendment relates to or affects any portion of the Property which Developer still owns in fee.

SECTION 3. - OBLIGATIONS OF THE PARTIES

3.1. Property Development. The Property shall be developed in accordance with the Project Approvals described in Section 2.1.

3.2. Developer Obligations Conferring County-Wide Benefit. The following obligations of Developer are provided as consideration for County entering into this Agreement and are considered county-wide benefits.

3.2.1. Timing of Construction of Country Club Drive Improvements. Developer shall be responsible for the design, plans, specifications and estimates, utility relocation, right-of-way acquisition, and construction of the Country Club Drive Improvements as more fully described in the Conditions of Approval. At the time of entering into this Agreement, Developer has already begun the improvement plans for the Country Club Drive Improvements. The Developer shall satisfy the timing requirements for construction of the Country Club Drive Improvements (or submittal of the bid-ready package to the County) as set forth in the Conditions of Approval. For purposes of this Agreement, the terms "complete(s)" or "completion" when referring to the Country Club Drive Improvement mean the earlier of one of the following: (a) Developer is under contract for the construction of Country Club Drive Improvements, with proper sureties in place; or (b) Developer has provided the County with a complete set of improvement plans, specifications and estimates and adequate funding for completion of the improvements. Developer agrees to using its good-faith, reasonable efforts to secure all necessary rights-of-way and permits. But the parties agree that completion of right-of-way acquisition and outstanding federal, state, local and public utility permits and approvals are not required for satisfaction of (b) above.

3.2.2. Off-site Right-of-Way. A number of off-site improvements for the Project will require the acquisition of right-of-way not owned by Developer. Developer has already started to acquire the necessary right-of-way and will continue to use its good faith, reasonable efforts to acquire the necessary right-of-way. However, if Developer is unable to acquire the necessary right-of-way through good faith negotiation at or near the appraised value of the interests being acquired, the County agrees that it will commence proceedings to authorize it to exercise its power of eminent domain to acquire the needed property rights. The County's agreement to commence proceedings to utilize the eminent domain process is a reflection of the importance of the Country Club Drive Improvements to the County's overall circulation and CIP and is not intended as a means to aid the Project as a private undertaking. Should Developer require the County's intervention to acquire the necessary right-of-way, the Parties shall enter into a separate agreement for the funding and reimbursement of acquisition costs, as more specifically described in the Conditions of Approval.

3.2.3. County-wide Facility Fee. Developer agrees that a fee may be collected at the time of the issuance of each residential building permit within the Project ("**County-wide Facility Fee**"), as set forth in this paragraph. The County may use these funds for any purpose as determined in the sole discretion of the Board of Supervisors. In consideration of the importance of the Country Club Drive Improvements to the County's circulation plan and as an incentive to Developer to advance the construction of the improvements, County agrees that if Developer "completes", as this term is defined in Section 3.2.1, the Country Club Drive Improvements prior to two (2) years from the Effective Date, then no County-wide Facility Fee shall be collected within the Project. If Developer completes the Country Club Drive Improvements more than two (2) years but prior to (3) years after the Effective Date, then a County-wide Facility Fee of \$1,500 (One Thousand Five Hundred Dollars) shall be collected with each residential building permit issued within the Project. If Developer completes the Country Club Drive Improvements more than three (years) after the Effective Date of this Agreement, then a County-wide Facility Fee of \$2,500 (Two Thousand Five Hundred Dollars) shall be collected with each residential building permit issued within the Project. The County-wide Facility Fee shall be subject to annual adjustment on January 1 of each year for inflation as calculated under the Engineering News-Record National Construction Cost Index, starting after the first year it is to be collected. The County shall grant credit for such payments against any development fees, taxes, assessment, and charges related to County-wide Facilities that the County may adopt subsequent to this Agreement. The obligation to pay fees which may accrue under this Section 3.2.3 shall survive expiration of the ten (10) year term of this Agreement.

3.2.4. Upper Bass Lake Road Overlay. In conjunction with the Country Club Drive Improvements, the Developer agrees to do a grind and pavement overlay ("**Overlay Project**") on the existing, upper segment of Bass Lake Road in conjunction with the other construction work being done by the Developer on Bass Lake Road. The segment of road to be overlaid is generally from the northern limit of the Country Club Drive Improvements to the southern limit of the work previously done as part of the Hollow Oak Road/Bass Lake Road realignment project. In-lieu of the overlay, the

Developer, at its option, may pay to the County adequate funding for the Overlay Project (based on a mutually agreed upon engineer's estimate of costs). The costs incurred by Developer for the Overlay Project are eligible for funding in the BLH Financing Plan.

3.2.5. Timing of Bass Lake Road/Highway 50 Interchange Improvements. For the Bass Lake Road/Highway 50 Interchange Improvements, the Conditions of Approval require a traffic study to be done prior to each final map and that the improvements identified in the study need to be constructed prior to the first certificate of occupancy for any lot within that final map. A preliminary traffic study indicates installation of a traffic signal ("**Signal Improvement**") will be necessary. In order to accelerate installation of the Signal Improvement, within 10 days of the Effective Date, Developer agrees to provide the County with Fifteen Thousand dollars (\$15,000.00) to complete the design of and improvement plans for the Signal Improvement. So long as the County has completed the design of and improvement plans for the Signal Improvement, the Developer agrees to pay the County the sum of Two Hundred and Twenty-Five Thousand dollars (\$ 225,000.00), the estimate of the necessary funding to construct the Signal Improvement, prior to recordation of any final map. Upon providing the payments as provided above, the Conditions of Approval that require improvements at the Highway 50 Interchange will be deemed satisfied.

3.3. TIM Fee Credits/ Reimbursements. With respect to the Country Club Drive Improvements, the Bass Lake Road/Highway 50 Interchange Improvements and any other offsite roadway improvements undertaken by Developer that are included in the County's TIM Fee Program, the Parties will enter into a credit and/or reimbursement agreement for such improvements consistent with the terms of this Agreement.

3.3.1 Calculating Credits and Reimbursements. The "**Country Club Drive Improvements Costs**" and the "**Bass Lake Road/Highway 50 Interchange Improvements Costs**" include actual construction costs, onsite and offsite right-of-way costs, design, engineering, environmental permitting, construction management and other costs typically funded by the TIM Fee Program. The Developer shall receive credits, subject to Section 3.3.2, against the local improvement portion, less the Silva Valley Interchange set aside amount, of the TIM Fees payable at the time of issuance of building permits, up to the total amount of the Country Club Drive Improvement Costs. The Developer shall receive credits against the Highway 50 portion of the TIM Fees payable at the time of issuance of building permits, up to the total amount of the Bass Lake Road/Highway 50 Interchange Costs. To the extent that the Country Club Drive Improvement Costs exceed the amount of credits that can be used against the local portion of TIM Fees for the Project and to the extent that the Bass Lake Road Highway 50 Interchange Costs exceed the amount of credits that can be used against the Highway 50 portion of the TIM Fee, Developer shall have the right either to assign remaining credits to other development projects within the Bass Lake Hills Specific Plan area or have the remaining balance reimbursed to Developer through TIM Fee revenues or a combination of both credits and reimbursements. Reimbursements under this paragraph will be subject to availability of funds in the TIM Fee program and shall be paid over a six (6) year period beginning upon the acceptances of the improvements by County and a reconciliation of the final cost of the improvements has been made, at an annual rate of fifteen percent (15%) of the outstanding balance in each of the first

five years with the balance of twenty-five percent (25%) being paid in the sixth year. County shall not be required to issue credits pursuant to this section if doing so would impair the County's ability to meet its contractual obligation to make payments pursuant to reimbursement commitments existing as of the effective date of this Agreement.

CREDIT/REIMBURSEMENT EXAMPLE

TIM Fees (Non-Highway 50) Generated by Project (114 units x Local TIM Fee)	\$1,709,202
Less Silva Valley Interchange Set-aside	(\$512,761)
Allowable TIM Fee Credit Amount	\$1,196,441
Qualified CIP-related Creditable Cost of Country Club Drive Improvements	\$6,000,000
Allowable TIM Fee Credit Amount	(\$1,196,441)
Balance to be Reimbursed/Assigned as Credits or combination of both	\$4,803,559
Credits Assigned to Bell Ranch Project (113 Units x Local, non-Silva Valley, TIM Fee)	\$1,185,946
Amount to Be Reimbursed to Developer	\$3,617,613

This example is intended to be illustrative of the process described above and assumes that the proposed TIM Fee Zone amendment referenced below occurs. If the TIM Fee Zone amendment does not occur, the parties will meet and confer regarding the credits and reimbursements at the time of entering into a credit/reimbursement agreement.

3.3.2 If Developer completes the Country Club Drive Improvements more than two (2) years but prior to (3) years after the Effective Date, the amount of Country Club Drive Improvement Costs that are eligible for credits shall be reduced by 50 percent. If Developer completes the Country Club Drive Improvements more than (3) years after the Effective Date, the amount of Country Club Drive Improvement Costs that are eligible for credits shall be reduced to 25 percent of the cost amount.

3.4. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as the timing of construction of the roadway improvements, market orientation and demand, interest rates, absorption, competition and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in this Agreement with respect to roadway improvements.

3.5. Connection to Public Improvements. County shall cooperate with Developer to connect, through the issuance of appropriate encroachment permits or cooperation with other agencies providing services, any improvements constructed as part of the Project to existing or newly constructed public improvements, provided the costs of such connections are borne by Developer.

3.6. County Cooperation and Processing. County, through its officers, agents and employees, shall cooperate with Developer and support the Project as necessary: (a) to issue approvals of improvement plans, encroachment permits, final maps and other ministerial approvals in a timely manner and (b) to obtain other permits or approvals required from other government agencies to effectuate the development of the Property. In particular, County agrees to expedite its review and processing of the Country Club Drive improvements, together with the improvement plans for the Tentative Map, to facilitate the parties' mutual desire to achieve the benefits of the improvements as soon as practically possible.

3.6.1 TIM Fee Zone Amendment. The County is currently processing an adjustment to the TIM Fee Zone boundaries which would result in additional properties within the BLH Specific Plan, including the Other Tentative Maps, being included within Zone 8. This boundary adjustment is important to achieving the goals of this Agreement of ensuring the timely construction of the Country Club Drive Improvements, together with other important infrastructure. Accordingly, County agrees to continue to process the proposed amendment to Zone 8 and consider such proposed amendment in a timely manner with the understanding that County's discretion with respect to the amendment is not affected by this Section

3.6.2 Bass Lake Road Traffic Control. County and Developer will agree on the most efficient means of controlling traffic on Bass Lake Road during the construction of the Country Club Drive Improvements. County agrees to consider a temporary closure of Bass Lake Road during the construction process provided that the parties agree that would be the most efficient means of expediting the construction without risking public safety.

3.6.3 Wetland Permitting. At the request of Developer County agrees to submit, as the applicant, any applications for wetlands permits necessary for the construction of the road improvements offsite of the Project property, provided that Developer agrees to fund, subject to credits or reimbursement pursuant to this Agreement, any such application(s).

3.7. Public Financing. County agrees to cooperate with Developer in the formation and implementation of public financing districts or areas of benefit, such as, a Community Facilities District or Statewide Community Infrastructure Program districts, as provided in the BLH Financing Plan, as may be amended. County and Developer shall use their best efforts to cause to be formed any such financing district(s) provided that such formation is consistent with the criteria set forth in the BLH Financing Plan and applicable County ordinances or adopted policies regulating such matters. County agrees that any credits or reimbursements owed to Developer shall not be affected or

reduced because improvements for which credits or reimbursements are due were financed with any special taxes or bond proceeds.

3.8. Funding and Construction of Public Improvements. Nothing in this Agreement shall be construed as obligating the County to fund, design or construct any specific projects or improvements at any specific time. The County shall not be obligated to expend monies from its general fund or from any source not identified in this Agreement to design or construct any improvements necessary for the development of the Property.

3.9. Changes in State or Federal Law. In the event of changes in County law, based on changes to state or federal law, prevent or preclude, or render substantially more expensive or time consuming, compliance with one or more provisions of this Agreement, County and Developer shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes in the law. County shall reasonably cooperate with Developer, at Developer's expense, in Developer effort to obtain any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this Section. Nothing in this Agreement shall preclude County or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such changes in the law. If changes in the law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, Developer, in its sole and absolute discretion, may terminate this Agreement by providing written notice thereof to County.

3.10. Estoppel Certificate. Developer or its lender may, at any time, and from time to time, deliver written notice to County requesting County to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) Developer is not in default of the performance of its obligations, or if in default, to describe there the nature and extent of any such defaults. Developer shall pay, within thirty (30) days following receipt of County's invoice, the actual costs borne by County in connection with its review of the proposed estoppel certificate, including the costs expended by the County Counsel's Office in connection therewith. The Director of Planning and Building Department shall be authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the County Counsel. The Director of Planning and Building Department shall execute and return such certificate within thirty (30) days following Developer's request therefor. Developer and County acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders, and mortgagees. The request shall clearly indicate that failure of County to respond within the 30-day period will lead to a second and final request. Failure to respond to the second and final request within twenty (20) days of receipt thereof shall be deemed approval of the estoppel certificate.

SECTION 4. - ANNUAL REVIEW

4.1. Annual Review. During the term of this Agreement, the County shall, once every calendar year, review the extent of good faith compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code section 65865.1. This review shall be conducted pursuant to Section 130.58 of the County Ordinance Code. Upon not less than thirty (30) days' written notice by the Director of the Planning and Building Department, Developer shall provide such information as may be reasonably requested by the Director and deemed by the Director to be required in order to ascertain compliance with this Agreement. Developer's failure to provide the requested information within thirty (30) days of the Director's request shall constitute a default of this Agreement in accordance with Section 5 herein.

SECTION 5. - DEFAULT, ENFORCEMENT AND REMEDIES

5.1. Application of Section. The Parties agree that the following provisions shall govern the availability of remedies should any of the Parties breach any of its obligations under this Agreement.

5.2. Default. Failure or delay by either party to perform any term or provision of this Agreement shall constitute a default, provided, however, the default by any successor in interest of Developer to whom Developer has assigned development rights pursuant to Section 1.7, shall not be considered a default by Developer or by any other successor in interest of Developer. The County may institute proceedings pursuant to this Section against any individual defaulting party. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than sixty (60) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any sixty (60) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice of expiration of the sixty (60) day period, the party alleging default, at its option, may institute legal proceedings pursuant to Section 5.3 of this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code section 65868 or may pursue such other administrative remedies as may be appropriate. Following notice of intent to terminate, the matter shall be scheduled for a hearing before the County Board of Supervisors to consider and review the matter within sixty (60) calendar days. Following consideration of the evidence presented in the review, if no resolution of the matter is reached, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

5.3. Remedies. In the event of an uncured default, the Parties' remedies under this Agreement are as follows:

5.3.1. An action for specific performance of an obligation of a Party, after giving that Party the opportunity to cure a default as provided in Section 5.2.

5.3.2. An action for injunctive relieve to preserve the physical or legal status quo of the development of the Project pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

5.3.3. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

5.3.4. Developer understands and agrees that the County would not be willing to enter into this Agreement if it created any monetary exposure for the County for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by the County. Developer specifically acknowledges that it may not seek monetary damages of any kind, and Developer, and its successors, hereby waive, relinquishes and surrenders any right to any monetary remedy. Developer, and its successors, hereby agrees to indemnify, defend, and hold the County harmless for any cost, loss, liability, expense or claim, including attorneys' fees, arising from or related to any claim brought by Developer, and its successors, inconsistent with the foregoing waiver.

SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

6.1. No Joint Venture or Partnership. County and Developer hereby renounce the existence of any form of joint venture or partnership between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating a partnership, joint venture, or other legal entity between them.

In entering into this Agreement, the County is acting under the statutory and police powers that it holds as a political subdivision of the State of California which authorize it to regulate the development of land within its boundaries and to provide for the general health, safety and welfare.

In entering into this Agreement, Developer is acting in a purely private capacity as the owner of real property in the County of El Dorado, which property is subject to the jurisdiction of the County.

6.2. No Liability for Acts of Developer.

6.2.1. It is expressly understood that the development of the Project is an undertaking that may create for Developer liability to third parties including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of buildings, building contractors and subcontractors, and suppliers. Developer understands and agrees that the County would not execute this Agreement if, in so doing, it created for the County any liability to any third party. Consequently, Developer, and its successors, heirs and assigns agree to defend, indemnify and hold harmless the County, and its officers, agents, and employees from any claim or injury to person or property arising out of or relating to this Agreement or the operations of Developer in the development of the Project under the terms of this Agreement.

6.2.2. Developer and all successors also agree to and shall hold County and its appointed councils, boards, commissions, officers, agents and employees harmless from any liability, including costs and attorneys' fees, for any challenge to the Agreement, damages or claims for damage for personal injury, including death, and from claims for property damage which may arise from any act or omission of Developer, of its assigns, successors in interest, or its agents, employees, contractors or sub-contractors, pursuant to this Agreement.

6.2.3. Notwithstanding anything in Section 6.3 to the contrary, the County shall have any remedy available to it at law or in equity to enforce the provision of, or to collect damages for, any breach of this Section.

6.3. Duty to Defend Challenges to this Agreement.

6.3.1. The Parties recognize that there may be third party challenges to this Agreement, relative to the procedure used to adopt it or the contents of it.

6.3.2. Developer shall defend the County and its elective and appointive councils, boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused by reason of the aforesaid operations under this Agreement.

6.3.3. The County shall have the right, at its sole discretion, to select its own attorneys to defend the County in any action brought by a third party, and Developer hereby agrees to pay the fees and expenses of the attorneys selected.

6.3.4. The County agrees to cooperate in good faith in the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it.

6.3.5. Should a court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs, or other litigation expenses against the County, Developer shall be responsible for the payment of those fees, costs, and expenses and shall hold the County harmless from any claim thereto.

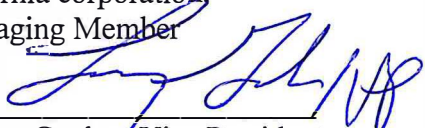
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IN WITNESS WHEREOF, the parties have duly signed this Agreement as of the date first written above.

DEVELOPER:

Lennar Winncrest, LLC,
a Delaware limited liability company

By: Lennar Homes of California, Inc.
a California corporation,
its Managing Member

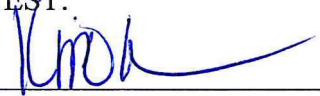
By: 
Larry Gualco, Vice President

COUNTY:

El Dorado County

By: 
Its: Chris G. [unclear], Board of Supervisors

ATTEST:

By: 
9/11/2017

APPROVED AS TO FORM:

By: 
County Counsel

128797051.5

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } ss.

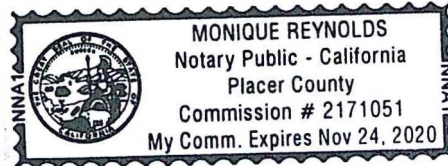
On September 26, 2017 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signatures(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer

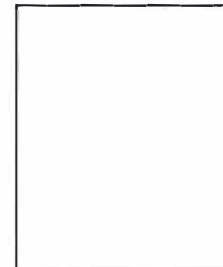
Type or Title of Document Community Benefit and Development Agr
Hawk View Residential

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:
 Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

Capacity of Signer:
 Trustee
 Power of Attorney
 CEO / CFO / COO
 President / Vice-President / Secretary / Treasurer
 Other: _____



Check here if no thumbprint or fingerprint is available.

Other Information: _____

OWNER OF RECORD
 BASS LAKE HILLS
 1700 COUNTRY DRIVE
 PLACERVILLE, CA 95367

APPLICANT
 BASS LAKE HILLS PROPERTY
 1700 COUNTRY DRIVE
 PLACERVILLE, CA 95367

ENGINEER
 COOPER, THORNE AND ASSOCIATES, INC.
 1831 SOUTH CANTON, SUITE 100
 PLACERVILLE, CALIFORNIA

MAP SCALE
 1" = 60'

CONTOUR INTERVAL
 5 FEET

SOURCE OF TOPOGRAPHY
 AERIAL PHOTOGRAPHY

SECTION, TOWNSHIP AND RANGE
 36S 09N 09E

ASSESSOR'S PARCEL NUMBERS
 100-000-01

PRESENT ZONING
 R-10

PROPOSED ZONING
 R-10

TOTAL AREA
 40.14 ACRES

TOTAL NUMBER OF PARCELS
 111

MINIMUM PARCEL AREA
 4,170 SF (MINIMUM)

MAXIMUM PARCEL AREA
 20,700 SF (MINIMUM)

WATER SUPPLY and SEWAGE DISPOSAL
 SEWERAGE AND WATER TREATMENT

PROPOSED STRUCTURAL FIRE PROTECTION
 10 MINUTE FIRE DEPARTMENT RESPONSE

NOTICE OF PREPARATION
 07/18/04, 08/03/04, 08/17/04, 08/24/04

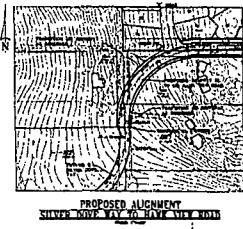
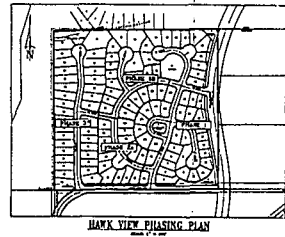
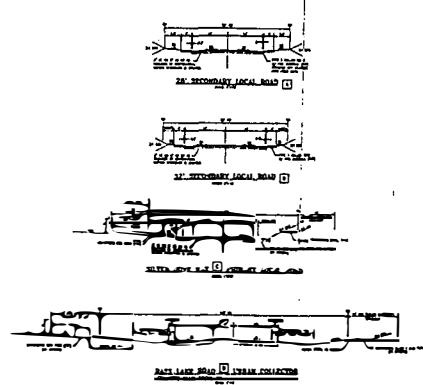
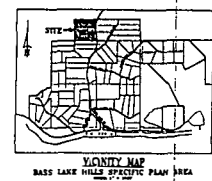
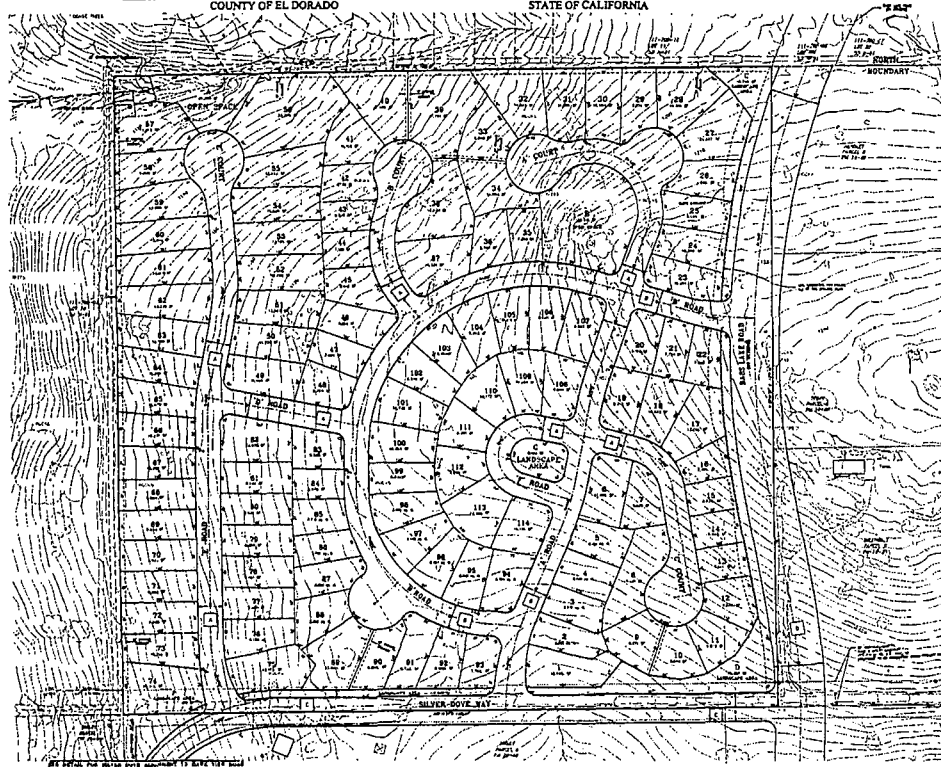
PHASING PLAN NOTICE
 THE PHASE OF PREPARATION SHALL BE IN ACCORDANCE WITH THE PHASING PLAN NOTICE AND SHALL BE APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO. THE PHASING PLAN NOTICE SHALL BE FILED WITH THE SUPERVISOR'S OFFICE.

LEGEND
 [Symbol] Proposed Road
 [Symbol] Easement
 [Symbol] Boundary

ENGINEER'S CERTIFICATE
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED IN THIS MAP IS TRUE AND CORRECT AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

[Signature] 9-6-04

TENTATIVE MAP
HAWK VIEW
VILLAGE 'A', A PORTION OF "BASS LAKE HILLS SPECIFIC PLAN"
 COUNTY OF EL DORADO STATE OF CALIFORNIA



LOT ACREAGE BREAKDOWN

SHOULD FAMILY LOTS = 16.00 AC
PRIMARY LOCAL ROAD = 0.45 AC
SECONDARY LOCAL ROAD = 7.00 AC
TOTAL DISTRICTED = 23.45 AC
NET SITE / REMAINING = 16.69 AC
TOTAL DISTRICTED = 23.45 AC

cta COOPER, THORNE & ASSOCIATES, INC.
 Civil, Environmental & Land Use Engineers
 1831 South Canton, Suite 100
 Placerville, CA 95367
 953-261-1100 / FAX 953-261-1101

Exhibit 1 - Actual Exhibit 1 can be viewed at the Planning Department at 2850 Fairlane Court, Placerville, CA

EXHIBIT 2

TM00-1371-R/TM00-1371-E/Hawk View – As approved by the Planning Commission on April 28, 2016

Findings

1.0 CEQA FINDINGS

- 1.1 Based on the evaluation included in the Initial Study dated February 2016, the County has determined that the criteria identified in the California Environmental Quality Act (CEQA) Guidelines §15162 requiring the preparation of a Supplemental or Subsequent Environmental Impact Report (EIR) have not been met. Accordingly, the County has prepared an Addendum to the 1992 Bass Lake Road Study Area (BLRSA) Final Program EIR pursuant to State CEQA Guidelines §15164 to address the proposed changes and additions to the Conditions of Approval and time extension of the previously approved Tentative Map.
- 1.2 The documents and other materials, which constitute the record of proceedings upon which this decision is based, are in the custody of the Community Development Agency-Development Services Division-Planning Services 2850 Fairlane Court Placerville, CA 95667.
- 1.3 Public Resources Code §21081.6 requires the County to adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of approval in order to mitigate or avoid significant effects on the environment. The project description, Conditions of Approval, and Mitigation Monitoring and Reporting Plan, are hereby adopted as the monitoring program for this project.

2.0 GENERAL PLAN FINDINGS

- 2.1 The 2004 El Dorado County General Plan designates the project site as Adopted Plan (AP), a description in reference to areas where Specific Plans, in this case, the Bass Lake Hills Specific Plan (BLHSP), have been designated and adopted within and by the County. The proposed changes to the Conditions of Approval and request for a one-year time extension of the previously approved Tentative Map remain consistent with the policies, land use designations, and maximum allowable density identified in the BLHSP; therefore, the project remains consistent with the General Plan.

3.0 BASS LAKE HILLS SPECIFIC PLAN FINDINGS

- 3.1 The residential lots within the previously approved Tentative Map are Zoned Single-Family Residential/Planned Development (R1/PD). The R1 Zone District typically permits minimum parcel sizes of 6,000 square feet when the lot is served by public water and sewer. It is a requirement of the BLHSP that all lots are served by public water and sewer. Each lot within the proposed subdivision meets or exceeds the minimum requirement for the R1 Zone District as well as the provisions outlined within the

BLHSP. The proposed changes to the Conditions of Approval and request for a one-year time extension of the previously approved Tentative Map remain consistent with the zoning and the approved Development Plan.

4.0 SUBDIVISION ORDINANCE FINDINGS

4.1 The proposed tentative map, including design and improvements, is consistent with the General Plan and Specific Plan policies.

The proposed revisions to the Conditions of Approval and request for a one-year time extension to the previously approved Tentative Map remain consistent with the AP-BLHSP land use designation and with General Plan policies relating to public utilities, traffic, noise, air quality, riparian impacts, and oak woodland habitat. Further, the Tentative Map includes a Planned Development, which was designed to minimize impacts to the natural resources on the project site. The Conditions of Approval and Mitigation Measures included as part of the project would further minimize environmental impacts associated with the project.

4.2 The site is physically suitable for the proposed type and density of development.

The proposed revisions to the Conditions of Approval and request for a one-year time extension to the previously approved Tentative Map is substantially consistent with the previously approved Tentative Map. Slopes exceeding 30 percent have been avoided and the project will minimize the impacts to the existing wetlands. All oak woodland habitat impacts will be consistent with the policies in the Specific Plan.

4.3 The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitats.

The proposed revisions to the Conditions of Approval and request for a one-year time extension to the previously approved Tentative Map is not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitats. The project includes a Planned Development application that will allow the units to be clustered on the project site. The project has been designed to minimize impacts to the natural resources on the site. The Conditions of Approval and Mitigation Measures included as part of the project would further minimize environmental impacts associated with the project.

4.4 That the design of the subdivision or the type of improvements is not likely to cause serious public health hazards.

The proposed revisions to the Conditions of Approval and request for a one-year time extension to the previously approved Tentative Map are not likely to cause serious public health hazards. The project site is not located within a mapped Alquist-Priolo Earthquake

Fault Zone, and all new structures to be built in accordance with the California Building Code to ensure public safety. The project has been conditioned to submit, as determined by the El Dorado County Air Quality Management District, a Fugitive Dust Plan application and/or an Asbestos Dust Mitigation Plan application for approval by the District prior to beginning project construction. The project, as mitigated and conditioned, will be required to control diesel particulate matter emissions during construction. With implementation of traffic mitigation measures and Transportation Division conditions, the project would neither introduce dangerous road design features, nor generate traffic that is incompatible with existing traffic patterns.

- 4.5 **The design of the subdivision or the improvements is suitable to allow for compliance with the requirements of Section 4291 of the Public Resource Code (Section 4291 establishing criteria for fire and fuel breaks around buildings).**

The design of the previously approved Tentative Map conforms to the requirements of Section 4291 of the Public Resources Code. The public water system serving the project will provide adequate fire flow for the project. Further, as conditioned, the proposed project is required to comply with all El Dorado Hills Fire Department fire standards, including, but not limited to: location of and specifications for fire hydrants; emergency vehicle access including roadway widths and turning radii; fire flow and sprinkler requirements; and defensible space and wildland fire-safe plans.

- 4.6 **The design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed division.**

Necessary utility easements are depicted on the previously approved Tentative Map and shall be further verified by the County Surveyor's Office at the time of filing final maps. All existing easements across the property for utilities and infrastructure would remain or be relocated in a manner acceptable to the affected agency. Therefore, no conflicts with easements acquired by the public at large are anticipated.

Conditions of Approval

1. The amendments to these conditions of approval and this tentative subdivision map time extension are based upon and limited to compliance with the project description, the hearing exhibits marked Exhibits A-O, dated March 24, 2016, and conditions of approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above-described approval will constitute a violation of permit approval.

The project description is as follows:

Amendments to the conditions of approval as listed below and one one-year time extensions to approved tentative subdivision map (TM00-1371 Hawk View) in accordance with Section 120.74.030 of the El Dorado County Subdivision Ordinance and Bass Lake Hills Specific Plan.

The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval hereto. All plans must be submitted for review and approval and shall be implemented as approved by the County.

2. In the event of any legal action instituted by a third party challenging the validity of any provision of this approval, the developer and landowner agree to be responsible for the costs of defending such suit and shall hold County harmless from any legal fees or costs County may incur as a result of such action, as provided in Section 66474.9(b) of the Government Code.

The subdivider shall defend, indemnify, and hold harmless El Dorado County and its agents, officers, and employees from any claim, action, or proceeding against El Dorado County or its agents, officers, or employees to attack, set aside, void, or annul an approval of El Dorado County concerning a subdivision, which action is brought within the time period provided for in Section 66499.37.

County shall notify the subdivider of any claim, action, or proceeding and County will cooperate fully in the defense.

Development Plan

3. Development Plan PD00-0007 for Hawk View shall consist of the following: 114 single family lots ranging in size from 6,476 to 29,789 square feet, with 5 landscape lots and 2 open space lots on 40.10 acres.
4. Development Plan PD00-0007 for Hawk View (Exhibit K) shall be in substantial compliance with the Hawk View tentative map and shall conform to the development standards of the R1-PD zoning district with the exception of a 45 percent coverage limitation and the following revised setbacks: Side – 5 feet minimum (not height dependent), Street Side – 15 feet minimum fronting street.

Improvement Plans and General Conditions for the Development Plan and the Tentative Map

5. Pursuant to Item 9.3.1 of the Bass Lake Hills Specific Plan, the applicant shall agree to reimbursement of El Dorado County for the preparation, adoption, administration, and CEQA mitigation monitoring of the Plan. Fees will be assessed prior to the recordation of the final map and must be paid in full prior to issuance of the first building permit.

6. Consistency with County Codes and Standards: The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual (as may be modified by these Conditions of Approval or by approved Design Waivers) from the County Transportation Division, and pay all applicable fees prior to filing of the final map.

Additionally, the project improvement plans and grading plans shall conform to the County Grading, Erosion and Sediment Control Ordinance, Grading Design Manual, the Drainage Manual, Off-Street Parking and Loading Ordinance, all applicable State of California Water Quality Orders, the State of California Handicapped Accessibility Standards, and the California Manual on Uniform Traffic Control Devices (MUTCD).

Curb Returns: All curb returns shall include pedestrian ramps with truncated domes conforming to Caltrans Standard Plan A88A, including a 4 foot sidewalk/landing at the back of the ramp. Alternate plans satisfying the current accessibility standards may be used, subject to review and approval by County.

7. The developer shall enter into an Improvement Agreement with the County and provide security to guarantee performance of the Improvement Agreement as set forth within the County of El Dorado Major Land Division Ordinance.
8. The final map shall show all utility, road, and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.
9. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.
10. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.
11. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible Fire Protection District. The emergency vehicle circulation and the location of hydrants shall be shown on the improvement plans, which shall be subject to the approval of the Fire Protection District.
12. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and the Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. If archaeological artifacts are discovered, the developer shall retain an

archaeologist to make recommendations for the treatment of the artifacts. Treatment of Native American remains or archaeological artifacts shall be the responsibility of the developer and shall be subject to the review and approval of the County Development Services Director.

Roads

13. This project is subject to El Dorado County fee programs. Said fee shall be due upon the issuance of a building permit. If prior to the application for a building permit for said project a revised fee is established, such revised amount shall be paid.

14. Encroachment Permit(s): The applicant shall obtain an encroachment permit from the County and shall construct the project roadway encroachments to the following Standards:

“B-Road” access to Bass Lake Road – Construct to Standard Plan 103D.

“A-Road” access to Silver Dove Way – Construct to Standard Plan 103C.

“E-Road” access to Silver Dove Way – Construct to Standard Plan 103C.

15. Off-site Improvements (Acquisition): As specified elsewhere in these Conditions of Approval, the applicant is required to perform off-site improvements. If the applicant does not secure, or cannot secure sufficient title or interest for lands where said off-site improvements are required, and prior to filing of any final or parcel map, the applicant shall enter into an agreement with the County pursuant to Government Code Section 66462.5. The agreement will allow the County to acquire the title or interests necessary to complete the required off-site improvements. The Form, Terms and Conditions of the agreement are subject to review and approval by County Counsel.

The agreement requires the applicant: pay all costs incurred by County associated with the acquisition of the title or interest; provide a cash deposit, letter of credit, or other securities acceptable to the County in an amount sufficient to pay such costs, including legal costs; If the costs of construction of the off-site improvements are not already contained in a Subdivision Improvement Agreement or Road Improvement Agreement, the applicant shall provide securities sufficient to complete the required improvements, including but not limited to, direct construction costs, construction management and surveying costs, inspection costs incurred by County, and a 20% contingency; provides a legal description and exhibit map for each title or interest necessary, prepared by a licensed Civil Engineer or Land Surveyor; provides an appraisal for each title or interest to be acquired, prepared by a certified appraiser; Approved improvement plans, specifications and contract documents of the off-site improvements, prepared by a Civil Engineer.

16. Vehicular Access Restriction: A vehicular access restriction shall be designated along Bass Lake Road and Silver Dove Way for the frontage of the project except for the proposed roadway access points.

17. Road Design Standards: The applicant shall construct all roads in conformance with the County Design and Improvements Standards Manual (DISM) and the Bass Lake Hills Specific Plan (BLHSP), modified as shown on the Tentative Map and as presented in Table 1 (the requirements outlined in Table 1 are minimums):

ROAD NAME	REFERENCE	ROAD WIDTH	EXCEPTIONS/NOTES
Bass Lake Road (project frontage)	Specific Plan and approved TM	18' in each direction with 8' nominal median	Typical section as shown on Tentative Map, with Landscape Berm, meandering PCC walk and privacy fence. Section may be modified at the discretion of the County Engineer.
Silver Dove Way (Hawk View Road)	Specific Plan and Approved Tentative Map, Modified per this condition.	30 feet (55-foot R/W- 30 feet on project frontage, 25 feet on opposite side of centerline), plus utility/ slope easements	Construct ½ width improvements (18 feet from centerline to face of curb on project side (westbound)) - Type 2 vertical curb and gutter, with 6 ft.-sidewalk. Construct eastbound side to 12 foot lane plus 2 foot AB shoulder.
Project Secondary Local Roads(A, B, D, and E Roads)	Specific Plan and Approved Tentative Map, Modified per this condition.	32 feet (50 foot R/W), plus utility/ slope easements	Type 1 rolled curb and gutter with 4 foot sidewalks
Project Cul-de-sacs (A, B, C, and E Courts)	Specific Plan and Std. Plans 101B	28 feet (50 foot R/W), plus utility/ slope easements	Type 1 rolled curb and gutter with 4 foot sidewalks (see note R-1 below)

*Road widths are measured from curb face to curb face or edge of pavement to edge of pavement if no curb. Curb face for rolled curb and gutter is 6" from the back of curb. Curbs adjacent to open space lots shall be Type 2 Vertical curb and gutter.

Note R-1: The following Design Waivers were included in the prior approved Tentative Map:

1. All sidewalks on the local roads reduced from 6 feet to 4 feet and meander as shown
 2. The proposed centerline radii for A and B Court and F Drive are to be modified to 120-feet, 185-feet and 63-feet respectively.
18. Offer of Dedication: The project shall offer to dedicate, in fee, for the required rights of way shown in Table 1 with the final map. Said offer shall include all appurtenant slope,

drainage, pedestrian, public utility, or other public service easements as determined necessary by the County.

The offer(s) will be accepted by the County, provided that a County Service Area Zone of Benefit has been created and funded to provide for maintenance of the roadways. At the option of the Subdivider, the Internal Roadways may be maintained privately by a Homeowner's Association or other entity acceptable to County and may be gated. In which case, the above listed offers of dedication will be rejected by the County. Bass Lake Road is an existing County maintained road, shown on General Plan Exhibit TC-1, and will be accepted by County without a maintenance entity.

Rights of way for off-site improvements on Silver Dove Way may be obtained as an easement for road, drainage, pedestrian and public utility services in lieu of fee, if approved by the County Engineer (land south of centerline on adjacent parcel).

19. Bus turnouts and shelters shall be constructed at locations required by El Dorado Transit and the appropriate school district.
20. A secondary access road, providing permanent or temporary looped circulation for each phase of development, shall be constructed prior to the first building permit being issued for any residential structure except where the issuance of building permits is for model homes, which shall be unoccupied. Such looped circulation shall be subject to the approval of, or may be modified by, the El Dorado Hills Fire District.
21. Bass Lake Specific Plan Primary Local Roads: Silver Dove Way shall be constructed from "E-Road" to Bass Lake Road adjacent to the project. Silver Dove Way is identified in the BLHSP as a Primary Local Road, and is subject to the provisions of the PFFP.
22. The Project shall construct a left turn pocket on Bass Lake Road at the "B-Road" access, subject to review and approval of the Transportation Division. At the option of the developer, this access may be constructed as a right-in, right-out only access, in which case no left turn pocket shall be required.
23. Maintenance Entity: The proposed project must form an entity for the maintenance of public and private roads and drainage facilities. If there is an existing entity, the property owner shall modify the document if the current document does not sufficiently address maintenance of the roads of the current project. Transportation Division shall review the document forming the entity to ensure the provisions are adequate prior to filing of the final map.

Bass Lake Road and Country Club Drive are existing County maintained roads shown on General Plan Exhibit TC-1 and will be accepted by County without a Maintenance Entity.

Common Fence/Wall Maintenance: The responsibility and access rights for maintenance of any fences and walls constructed on property lines shall be included in the Covenants Codes and Restrictions (CC&Rs).

24. Off-Site Improvements - Specific Plan Urban Collectors and Major Transportation Facilities:

A. The Project shall be responsible for design, Plans, Specifications and Estimate (PS&E), utility relocation, right of way acquisition, and construction of improvements to Bass Lake Road from US50 to the realigned Country Club Drive (aka Tierra De Dios, aka City Lights Drive). This segment is identified as "B" to "H" on the BLHSP Area Public Facilities Financing Plan (PFFP) Exhibits, and includes the following assumptions:

- i. Is a portion of the 2015 County Capital Improvement Program (CIP) Project #66109;
- ii. Is a BLHSP Urban Collector;
- iii. Grading will be consistent with the ultimate 4-lane facility;
- iv. Construct a divided two lane highway with median, 18 Feet of pavement in each direction. Typical section as shown on approved Tentative Map.
- v. It is recognized that Bass Lake Road will require improvements for some distance north of the realigned Country Club Drive Intersection to achieve conformance of the revised profile with the existing roadway. The exact distance is to be determined with the final Improvement Plans.
- vi. The reconstruction shall generally be consistent with the alignment and profile shown on the improvement plans entitled, Bass Lake Road Reconstruction from Highway 50 to Hollow Oak Road, Project #66109, approved by the County Engineer on June 20, 2007, and modified to accomplish the anticipated work required at this time.
- vii. The project plans shall include conduits for future landscape irrigation and electrical lines.

B. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the new Country Club Drive (aka Tierra De Dios) on an alignment substantially consistent with the BLHSP, and includes the following assumptions:

- i. Is identified in the 2015 County CIP as Project #GP126;
- ii. Is a BLHSP Urban Collector;
- iii. Is a two-lane road, 36 feet in width (plus left turn pockets);
- iv. Has a 35-40 mph design speed, and;
- v. Includes conversion of the existing segment of Country Club Drive into a Class I bike path / Multi-use trail: Approximately 100 feet of pavement will be removed at either end; A new paved trail eight (8) feet in width shall be placed at each end to provide connectivity to adjacent facilities; Bollards shall be installed to prevent

motor vehicle access; striping and signing shall be provided subject to review and approval by TD.

- C. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the realignment of Country Club Drive at its existing intersection with Tierra De Dios Drive (east end of Tierra De Dios Drive) consistent with the intent of the BLHSP, and includes the following assumptions:
- i. Is a BLHSP Urban Collector;
 - ii. Is a two-lane road, 36 feet in width, and;
 - iii. Has a 35-40 mph design speed.
- D. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of intersection improvements at the intersection of Bass Lake Road and the realigned Country Club Drive Intersection, and includes the following assumptions:
- i. Northbound approach to include one through lane and a 200 foot right turn lane;
 - ii. Southbound approach to include one through lane and a 300 foot left turn lane;
 - iii. Westbound approach to include one through lane and a 300 foot left turn lane, and;
 - iv. Signalization of the intersection of Bass Lake Road and the realigned Country Club Drive.
- E. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of improvements at the intersection of Bass Lake Road and the US50 at Bass Lake Road interchange ramps, and includes the following assumptions:
- i. Eastbound ramp / Bass Lake Road intersection
 - a. Widen / restripe eastbound off-ramp to provide two approach lanes for a distance of 240 feet;
 - b. Widen / restripe Bass Lake Road to provide two lanes northbound, and one lane southbound from eastbound ramp to westbound ramp, and;
 - c. Signalize eastbound off-ramp terminus intersection with Bass Lake Road.
 - ii. Westbound ramp / Bass Lake Road intersection
 - a. Provide two northbound approach lanes (see item 3.E.i.b above);
 - b. Provide free-right lane from westbound off-ramp to northbound Bass Lake Road (existing configuration);
 - c. Provide departure merge lane northbound Bass Lake Road (merging two lanes into one);
 - d. Provide one southbound approach lane, and one 300-foot right-turn lane to westbound on-ramp, and;
 - e. Side Street Stop Control (existing).

- iii. Timing of US50 at Bass Lake Road interchange ramp Improvements
 - a. In order to ensure proper timing of the construction of the improvements identified for the US50 at Bass Lake Road interchange ramps, the subdivider shall perform a supplemental traffic analysis in conjunction with each final map application to determine Level of Service (LOS) of the interchange and ramps, to include existing traffic plus traffic generated by each final map.
 - b. If the supplemental traffic analysis indicates that the County's LOS policies would be exceeded by the existing traffic plus traffic generated by that final map, the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.
 - c. If the County's LOS policies are not exceeded upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the installation of proposed roadway improvements. In which case, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.
 - d. If the necessary improvements are constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the projects proportionate fair share towards mitigation of this impact.
- F. Financing and Reimbursement
 - i. Project may be reimbursed for the costs of any improvements listed above in items A through E, to the extent such improvements are included in the County's Traffic Impact Mitigation (TIM) Fee Program, in accordance with the County's TIM Fee Reimbursement Guidelines, and subject to a Road Improvement and Reimbursement Agreement between the Project and the County.
 - ii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by the County in a Road Improvement and Reimbursement / Credit Agreement, the Project may receive full or partial credit for the cost of the work against TIM Fees that would otherwise be paid at issuance of building permits.
 - iii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by County in a Road Improvement and Reimbursement / Credit Agreement, the Project may provide funding and Bid-Ready PS&E to County, for bidding and construction management by County.
 - iv. If any improvements are included in the BLHSP PFFP, such improvements may be credited to the project or eligible for reimbursement from the PFFP funds.
- G. With respect to the improvements to the public roadways required in this condition, either one of the following shall be done prior to issuance of a building permit: (a) the subdivider shall be under contract for construction of the required improvements with proper sureties in place, or (b) the subdivider shall have submitted to the County a bid-ready package (PS&E) and adequate funding for construction.

H. The following requirements apply to all traffic signals identified in this condition.

In order to ensure proper timing for the installation of traffic signal controls, the applicant shall be responsible to perform traffic signal warrants with each final map at intersections identified for potential signalization in D and E above, in accordance with the Manual on Uniform Traffic Control Devices (version in effect at the time of application).

If traffic signal warrants are met at the time of application for final map (including the lots proposed by that final map), the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.

If traffic signal warrants are not met upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the installation of a traffic signal control at this intersection. In which case, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.

If the traffic signal control at an intersection is constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees and PFFP Fees is considered to be the projects proportionate fair share towards mitigation of this impact.

25. Onsite landscape and irrigation plans shall be included in the project improvement plans and cost estimates, and shall be reviewed by the El Dorado Hills Community Services District and be subject to review and approval by the El Dorado County Development Services Division; the Transportation Division will review the plans for matters concerning roadway safety and sight distance.

Drainage

26. Drainage Study / NPDES Compliance: The project drainage facilities and system shall conform to the BLHSP, County Drainage Manual and County Storm Water Management Plan (SWMP)(2003). At the option of the subdivider, construction and/ or implementation of Site Design Measures, Source Control Measures, and/or Low Impact Development (LID) Design Standards consistent with the California State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ (Order) may be implemented in lieu of measures identified in the SWMP.

Water Quality Stamp: All new or reconstructed drainage inlets shall have a storm water quality message stamped into the concrete, conforming to the Storm Water Quality Design Manual for the Sacramento and South Placer Regions, Chapter 4, Fact Sheet SD-1. All stamps shall be approved by the El Dorado County inspector prior to being used.

27. Drainage (Cross-Lot): Cross lot drainage shall be avoided wherever possible. When concentrated cross lot drainage does occur or when the natural sheet flow drainage is

increased by the project, it shall be contained within dedicated drainage easements. This drainage shall be conveyed via closed conduit or open channel, to either a natural drainage course of adequate size or an appropriately sized storm drain system. The Grading and Improvement plans shall show drainage easement for all on-site facilities where required.

28. The edge condition and grading along the Bass Lake Road frontage shall be completed in substantial conformance with the proposed tentative map revisions as shown on the Hawk View Bass Lake Road Frontage Modification exhibit dated January 2015.
29. The final map shall show all drainage easements consistent with the County of El Dorado Drainage Manual, the project final drainage plan, and the project improvement plans.
30. The subdivider shall obtain irrevocable Offers of Dedication and/or drainage easements to the County for public drainage purposes, and shall process same through the County, for offsite easement rights across properties subject to the Specific Plan Development Agreement, to the Satisfaction of the Transportation Division, to accommodate any offsite storm water facilities needed to convey concentrated storm water from the project boundary downgradient to an existing established waterway. Subdivider shall design and install said offsite storm water facilities as necessary to the satisfaction of the Transportation Division.

Grading

31. [Deleted.]
32. Grading plans shall be prepared in substantial conformance with the preliminary grading plans submitted for Hawk View and submitted to the El Dorado County Resource Conservation District (RCD) and the Transportation Division. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Transportation Division shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. The County shall issue no building permits until the Transportation Division approves the final grading and erosion control plans and the grading is completed.

Soils Report: At the time of the submittal of the grading or improvement plans, the applicant shall submit a soils and geologic hazards report (meeting the requirements for such reports provided in the El Dorado County Grading Ordinance) to, and receive approval from the Transportation Division. Grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations and address, at a minimum, grading practices, compaction, slope stability of existing and proposed cuts and fills, erosion potential, ground water, pavement section based on TI and R values, and recommended design criteria for any retaining walls.

33. The timing of construction and method of revegetation shall be coordinated with the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Transportation Division. The Transportation Division shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
34. Improvement Plans shall incorporate protective measures toward existing oak trees pursuant to Volume IV, Design and Improvement Standards Manual, Oak Tree and Wetlands Preservation Requirements and Specifications (County Resolution No. 199-91).
35. Erosion control and drainage design from residential areas into the open space areas shall employ natural appearing methods. The use of native plant materials is required where revegetation is proposed.
36. Should asbestos-containing rock be exposed during grading, construction of roads, excavation for underground facilities, building foundations, or any construction related activity, Section 8.44 of the County of El Dorado County Asbestos and Dust Protection Ordinance (Ord. 4548 adopted 1/4/2000, Amended by Ord. 4360 adopted 5/ 13/2003) shall apply.

Fire Department

37. The potable water system for the purpose of fire protection for this residential development shall provide a minimum fire flow of 1,000 gpm with a minimum residential pressure of 20 psi for two-hour duration. This requirement is based upon greater single family dwelling 6,200 square feet or less in size. All homes shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. This fire flow rate shall be in excess of the maximum daily consumption for this rate for this development. A set of engineering calculations reflecting the fire flow capabilities of the system shall be supplied to the Fire Department for review and approval.
38. This development shall install Mueller Dry Barrel fire hydrants or any hydrant approved by the El Dorado Irrigation District for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. The exact location of each fire hydrant shall be determined by the Fire Department prior to the approval of the improvement plans.
39. To enhance nighttime visibility, each hydrant shall be painted with safety white enamel and marked in the roadway with a blue reflective marker as specified by the Fire Department and the Fire Safe Regulations which shall be included on the improvement plans.

40. In order to provide this development with adequate fire and emergency medical response during construction, all access roadways and fire hydrant systems shall be installed and in service prior to framing of any combustible members as specified by El Dorado Hills Fire Department Standard B-003.
41. All streets within this project shall be constructed in accordance with El Dorado County and Fire Department requirements.
42. During each phase of this project, a minimum of two independent access roadways shall be provided for each phase of the project, where required by the Fire Department.
43. The applicant shall have a wildland fire safety plan developed for this project.
44. If phasing of development creates any dead-end access roadways in excess of 150 feet, the roadway shall be provided with a turnaround in accordance with Fire Department specifications.
45. This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump/dip section of roadway.
46. Any gate shall meet the El Dorado Hills Fire Department Gate Standard B-002.

Resource Conservation

47. The project will need to implement erosion control measures (including runoff control measures and soil stabilization measures) and sediment control measures (e.g., straw rolls, sediment fence, sediment basins). The types of practices chosen are site-specific and dependent on the time of year construction activities occur.
48. The applicant shall prepare a Stormwater Pollution Plan (SWPPP) that incorporates Best Management Practices (BMPs) to contain pollutants on the project site and prevent pollutants from entering stormwater runoff. BMPs shall be incorporated into the construction contract documents. The SWPPP shall be prepared prior to approval of the improvement plans.

Environmental Management - Air Pollution Control District

49. Project emissions of ROG, NOX, and PM-10 need to be quantified using either the URBEMIS 7G for windows 5.1.0 or similar model that is acceptable to the District. In addition, District Rule 223 addresses the regulation and mitigation measures for fugitive dust emissions - Rule 223 shall be adhered to during the construction process. In addition, prior to issuance of any grading or construction permits for the project, the applicant shall submit, as determined by the El Dorado County Air Quality Management District (AQMD), a Fugitive Dust Plan (FDP) application and/or an Asbestos Dust Mitigation

Plan (ADMP) application may be required for submittal to and approval by the District prior to beginning project construction.

50. It is the understanding of the District that this area is known to have soil bearing asbestos. Therefore compliance with Title 17 Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations of the California Code of Regulations will be mandatory prior to approval of the improvement plans.
51. Project construction involves road development and should adhere to District Rule 224 Cutback and Emulsified Asphalt Paving Materials and the county ordinance concerning asbestos dust prior to the approval of the improvement plans.
52. A health risk assessment shall be prepared when the project will emit toxic air contaminants. Airborne toxic pollutants expected to be generated by the project must be identified. In addition, it must be determined if a project is to be located in an area which may impact existing or planned schools or facilities with the potential to emit toxic or hazardous pollutants. A potential airborne toxic pollutant to consider is asbestos in asbestos-containing serpentine. Applicant will assist the District in preparing a public notice in which the proposed project for which an application for a permit is made is fully described and complies to Health and Safety Code 42301.6. The risk assessment must address the pollutants and potential impacts on public health prior to approval of the improvement plans.
53. Burning of wastes that result from "Land Development Clearing" must be permitted through the Air Pollution Control District. Only vegetative waste materials may be disposed of using an open outdoor fire prior to approval of the improvement plans.
54. The project construction will involve the application of architectural coating, which shall adhere to District Rule 215 Architectural Coatings prior to approval of the improvement plans.
55. Prior to construction/installation of any new point source emissions units or non-permitted emission units (i.e., gasoline dispensing facility, boilers, internal combustion engines, etc.), authority to construct applications shall be submitted to the District. Submittal of applications shall include facility diagram(s), equipment specifications and emission factors prior to approval of the improvement plans.

County Surveyor

56. The interior roads of the project will be named through the Road Naming Process established by the County Surveyor.

Community Services District

57. The project is subject to the Quimby Act and dedication requirements for parkland based on El Dorado Hills standards of 5 acres per 1,000 residents population. Population density is based on 3.3 persons per home, which works out to 1.9-acres of parkland to be dedicated to the District before the filing of the final map. The subdivision is subject to parkland dedication in-lieu fees based on values supplied by the Assessor's Office and calculated in accordance with Section 120.12.090 of the County Code. The subdivider shall be subject to a \$150.00 appraisal fee payable to the El Dorado County Assessor for the determination of parkland dedication in-lieu fees. The required in-lieu fees, payable to El Dorado County, shall be remitted prior to Final Map recordation. A proof of payment shall be submitted to Planning Services.
58. The project is subject to the El Dorado Hills CSD Park Impact Fee in place at the time the building permits are issued. Additionally, the project will be subject to the Bass Lake Hills Specific Plan (BLHSP) Public Facilities Financing Plan (PFFP).
59. The El Dorado Hills CSD requires that all utilities be underground. Underground drainage is also recommended to avoid the safety hazards and maintenance problems of open ditches.
60. A Homeowner's Association (HOA) needs to be formed to finance ongoing operation and maintenance of street lights (if any), streetscape, and for open space management, or if no HOA is formed, then a Landscape and Lighting Assessment District (LLAD) needs to be created to fund the maintenance and operation of the same. The District also recommends the creation of a shell LLAD for the project as a back-up funding mechanism to a Homeowner's Association, in the event the Homeowner's Association should fail to maintain the improvements to the District's standards.
61. Sidewalks and pedestrian/bicycle paths shall comply with the BLHSP which calls for a Class II Bikeway along the proposed Silver Dove Way and a Class I bikeway along Bass Lake Road (realigned). The proper shoulder widths, bikeway widths, striping and signage will be required and should be noted on the plans.
62. Cable television access should be made available to all homes and the development should allow for joint trenching.
63. The El Dorado Hills CSD will provide mandatory waste management services for the residences, including recycling services.
64. Prior to final map approval, a streetscape plan for projects which front Bass Lake Road and all primary local roads shall be submitted for review and approval by the El Dorado Hills CSD.

65. The streetscape is a component of the future Landscape and Lighting Assessment District and would need to be detailed, approved, and have a related maintenance budget prior to the final map.
66. The home builders will install the front yard landscaping.
67. The El Dorado Hills CSD will review and approve the following items prior to final maps being recorded:
 - a. Open Space and Tree Preservation Management Plan;
 - b. CC&Rs need to be reviewed and approved by the El Dorado Hills CSD Board of Directors prior to recording the final map and include any conditions that are specific to any lots or areas, such as oak tree preservation and vegetation management.
68. The applicant shall acquire approximately two acres for the park-and-ride lot. The land shall be acquired prior to approval of the first final map. In the event that the eminent domain process must be implemented to acquire said land, this condition shall be deemed satisfied by applicant entering into an agreement for condemnation proceedings with the County Counsel together with a deposit of funds as required by County Counsel, or make other arrangements to the satisfaction of the Transportation Division.

Other

69. Regulatory Permits and Documents: All regulatory permits or agreements between the Project and any State or Federal Agency shall be provided to the Transportation Division with the Project Improvement Plans. These project conditions of approval and all regulatory permits shall be incorporated into the Project Improvement Plans.
70. Electronic Documentation: Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the developer will provide a CD to the Transportation Division with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.
71. Prior to issuance of the first building permit, the developer shall submit to the County a proposed update to the Bass Lake Hills Public Facilities Financing Plan, including an update to the plan area fee program.
72. Prior to recordation of a final map, a valid facility improvement letter (FIL) shall be issued by the El Dorado Irrigation District (EID) for the subdivision, a new Facility Plan Report (FPR) shall be reviewed and approved by the EID, and improvement plans shall be reviewed and approved by EID. Previously approved and expired plans and reports may be used as templates for new submittals to EID.

Mitigation Monitoring and Reporting Program

73. The applicant shall comply with the Mitigation Monitoring and Reporting Program (MMRP) as a condition of project approval. Implementation of the MMRP shall be enacted as set forth by Table 3.0-1 of the MMRP prepared for the project and attached hereto.

Subdivision Requirements Of Law

NOTE: The subdivision requirements as noted herein are provisions of County law either by Ordinance or Resolution and typically apply to all subdivisions. They do not represent all laws - which may be applicable to the subdivision, but do reflect obligations for which the subdivider should be aware of as the project proceeds toward final map submittal.

1. Improvement plans for on-site and off-site road improvements shall be prepared by a registered civil engineer and shall be subject to County Transportation Division approval.
2. The final map shall show all utility, road and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.
3. The developer shall obtain approval of construction drawings and project improvement plans consistent with the Subdivision Design and Improvement Standards Manual and cost estimates from the County Transportation Division and pay all applicable fees prior to commencement of any improvements on the public streets and service facilities. All improvements shall be consistent with the approved tentative map.
4. The construction of all required improvements shall be completed with the presentation of the final map to the Development Services Director before presentation of the final map to the Board of Supervisors for its approval. For improvements not completed, the subdivider shall provide a 100 percent performance surety and a 50 percent labor and materialmen surety by separate bond, cash deposit, assignment, or letter of credit from a financial institution. For improvements which have been completed, the subdivider shall provide a ten percent maintenance surety in any of the above-mentioned forms. Verification of construction, or partial construction, and cost of completion shall be determined by the County Transportation Division.
5. Subdivision improvements shall include driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Transportation Director. Driveways shall be installed in a manner and location acceptable to the County Transportation Division and shall meet standard County driveway requirements.

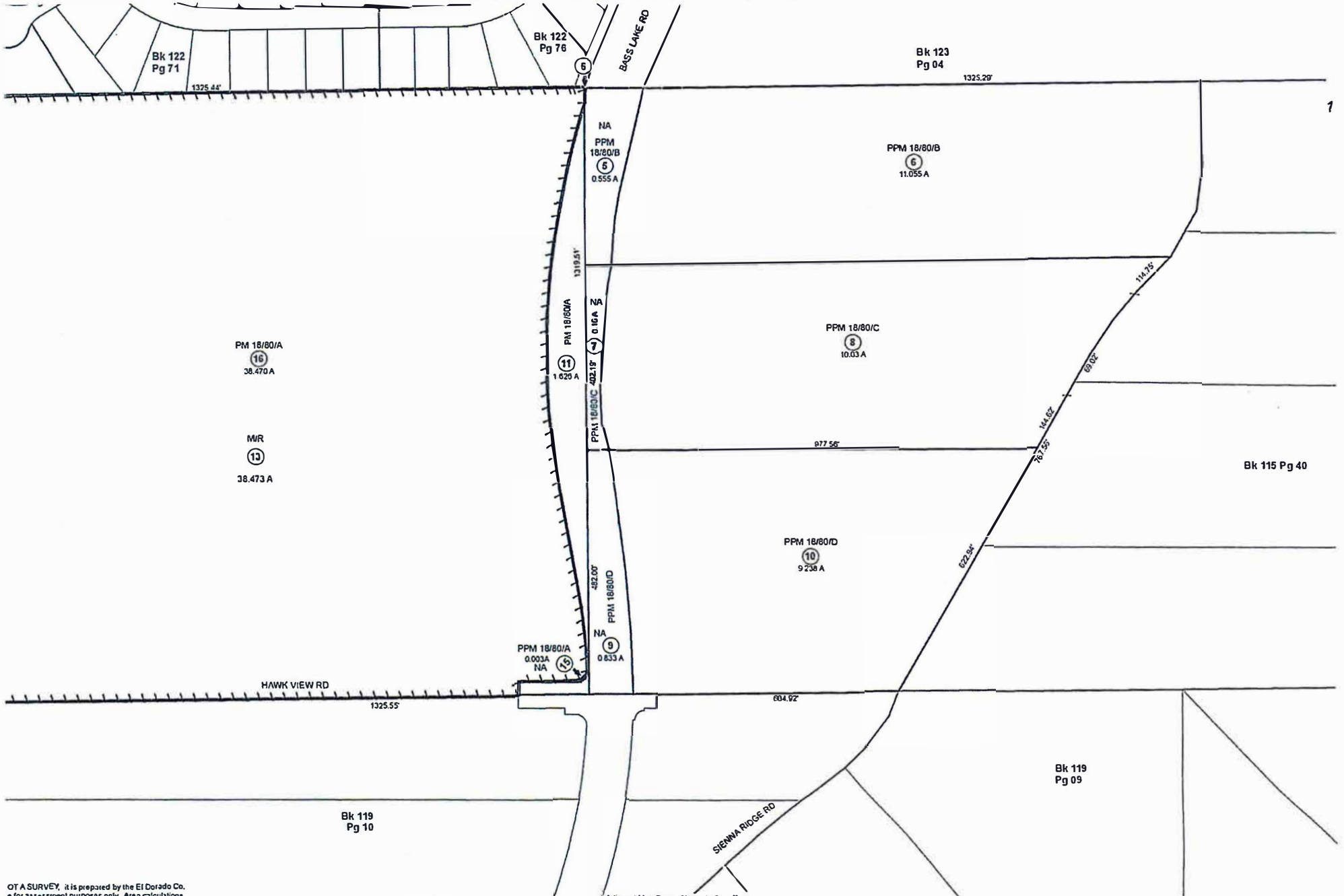
6. All grading plans shall be prepared and submitted to the EL Dorado County Resource Conservation District (RCD) and the Transportation Division. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Transportation Division shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. No building permit shall be issued by the County until final grading plans and erosion control plans are approved by the Transportation Division and the grading is completed.
7. The timing of construction and method of revegetation shall be coordinated by the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Transportation Division. The Transportation Division shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
8. Improvement plans shall incorporate protective measures toward existing oak trees per Volume IV, Design and Improvement Standards Manual, Oak Tree and Wetlands Preservation Requirements and Specifications (County Resolution No. 199-91).
9. All survey monuments shall be set prior to the presentation of the Final Map to the Board of Supervisors for approval; or the developer shall have a surety of work to be done by bond or cash deposit and shall provide 50 percent labor and materials bond. Verification of set monuments, work completed, or work to be completed, and cost of completion is to be determined by the County Surveyor.
10. All roads shall be named by, filing a completed road naming petition for each proposed road with the county Surveyor's office prior to filing the final map.
11. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible fire Protection district. The location of hydrants shall be shown on the improvement plans which shall be subject to the approval of the fire protection district.
12. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.
13. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.
14. Prior to filing a final map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the

Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493 (d).

15. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. The procedures set forth in Supplementary Document J, Section VIII, of the California Environmental Quality Act (CEQA) Guidelines concerning treatment of the remains shall be followed.
16. If archaeological sites or artifacts are discovered, the subdivider shall retain an archaeologist to evaluate the resource. If the resource is determined to be important, as defined in Section 15064.5 of the CEQA Guidelines, mitigation measures, as agreed to by the subdivider, archaeologist, and Development Services Division shall be implemented. Treatment of Native American remains and/or archaeological artifacts shall be the responsibility of the subdivider and shall be subject to review and approval by the County Development Services Director.

EXHIBIT 3

POR. S. 1/2 SEC. 31, T.10N., R.9E., M.D.M.



IF A SURVEY, it is prepared by the El Dorado Co. for assessment purposes only. Area calculations are not guaranteed. Users should verify items and acreage.

Acreages Are Estimates

Adjacent Map Pages Shown in Grey Text
 Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Rev. Aug 6, 2008

Assessor's Map
 County of El

EXHIBIT 4

Order Number: 0192-2178777
Page Number: 5

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PORTION SOUTH 1/2 SECTION 31, T.10 N., R. 9E., M.D.M.", FILED FOR RECORD IN THE COUNTY RECORDER'S OFFICE OF EL DORADO COUNTY ON DECEMBER 29, 1977 IN BOOK 18 OF PARCEL MAPS AT PAGE 80.

EXCEPTING THEREFROM THAT PORTION OF LAND DESCRIBED IN THAT IRREVOCABLE OFFER OF DEDICATION, RECORDED DECEMBER 3, 2004 AS DOCUMENT NO. 2004-0099748-00, EL DORADO COUNTY OFFICIAL RECORDS.

APN: ~~115-040-01-100~~
115-040-16-100

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First American Title

DA 16-0001

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