



El Dorado Hills  
COMMUNITY SERVICES DISTRICT

Estab: May 21, 1962

Board of Directors  
Parks & Planning Committee  
Parks Conference Room  
1030 St. Andrews Drive, El Dorado Hills

Tuesday, January 27, 2015  
3:30 pm  
AGENDA

Terry Crumpley, Director  
William F. (Billy) Vandegrift, Director

### ***Mission Statement***

*"Enhance the quality of life for El Dorado Hills Residents through innovative, responsible leadership and by providing superior services and facilities."*

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### **Call to Order**

- Roll Call
- Pledge of Allegiance
- Adoption of Agenda<sup>1</sup>

### **Board of Directors' Comments & Future Agenda Items**

#### **Public Comment**

#### **Receive and File**

None

### **General Business**

1. Reserve Status and Policy Update (S. Shannon)
2. Grant Deed for Valley View Sports Park (K. Loewen)
3. Carson Creek Quimby Dedication Amount (K. Loewen)
4. Carson Creek Parkland Dedication Agreement (K. Loewen)

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<sup>1</sup>**Adoption of Agenda:** *This agenda may be amended up to 24 hours prior to the meeting being held. An AGENDA in FINAL FORM is located in the kiosk in front of the District Office as well as each of the El Dorado Hills Fire Stations. Additionally, a copy of the FINAL AGENDA is available on the District's website at [www.edhcsd.org](http://www.edhcsd.org). Support material is available for public inspection at the receptionist counter in the District Office. Sessions of the Board of Directors may be recorded and members of the audience are asked to step to the microphone and give their name and address before addressing the Board. For anyone having difficulty hearing, listening assistance headphones are available from the Board clerk.*

5. Status Summary of Current & Upcoming Projects in Queue (K. Loewen)
6. Tot Lot Resurfacing Contract Award (G. Sciandri)
7. Consideration for Park Naming/Dedications (K. Loewen)

**Adjournment**

EL DORADO HILLS  
COMMUNITY SERVICES DISTRICT



**AGENDA REPORT**

**To:** Parks and Planning Committee  
**From:** Sherry Shannon, Senior Accountant  
**Meeting Date:** January 27, 2015  
**Report Date:** January 20, 2015  
**Subject:** **Reserve Status and Policy Update**

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**Recommended Action:** Review District Reserve Policy 3272

**Background:** The Board has set Reserve policies to ensure that the District has sufficient funds available for anticipated fluctuations in revenues and expenditures as well as unanticipated expenditures.

**Discussion:** The current General Fund reserve balances, as approved with the fiscal year 2015 budget, are as follows:

- Economic Uncertainty Reserve (Contingency):	\$1,201,576
- Capital Replacement Reserve (Deferred Maintenance):	\$629,662
- Compensated Absences Reserve:	\$110,000
- Capital Deficiency Reserve:	\$6,170,615
- Opportunity Fund	<u>\$50,000</u>
Total General Fund Reserves:	\$8,161,853

Attached are the Reserve Policies as set by the District Board of Directors.

**Fiscal Impact:** None

**Attachments:** Reserve Policy # 3272

## **Reserve Policies**

**3272.10** The District will maintain prudent reserve funds to stabilize the District's fiscal base for anticipated fluctuations in revenues and expenditures, provide for unanticipated expenditures of a nonrecurring nature or to meet unexpected increases in service delivery costs within the fiscal year. The following reserve funds are to be utilized:

**3272.20 Economic Uncertainty Reserve** to protect the General Fund against unpredictable fluctuations in major revenues and unexpected emergencies. This reserve also serves as a resource to fund on-going operations from July through December, or until property tax revenues are received from the County. Maintain General Fund Reserve level of 15% of discretionary General Fund Revenues. The reserve level should be reviewed at least semi-annually.

Amended April 14, 2011

**3272.30 Capital Replacement Reserve** to provide for sufficient funds for the anticipated replacement of capital equipment and the maintenance of capital assets per the Browning Reserve Study. The goal for the General Fund Capital Replacement Reserve shall be set at, or exceed the minimum level, recommended in the Browning Reserve Study.

Appropriations from these reserves will be to fund major capital replacement expenditures, replacement costs of existing equipment, vehicles, computers and office furnishings as they reach the end of their useful life.

**3272.40 Compensated Absences Reserve** to fund the District's liability to pay employees for unused vacation benefits upon retirement or termination.

**3272.50 Funding of Reserves** will come generally from one-time revenues, year-end fund balances and projected revenues in excess of projected expenditures. They will generally be reserved in the following priority order:

- Reserve for Economic Uncertainty/Emergencies
- Reserve for Capital Replacement
- Reserve for Capital Deficiency Reserve

**3272.60 Capital Deficiency Reserve** to set aside funds for the capital improvement deficiencies

as defined in the District's master plan and nexus study.

Amended October 8, 2009; April 14, 2011

**3272.70** Appropriation or use of funds from these reserves beyond funding for on-going operations as defined in policy 3272.20 requires Board of Directors approval.

Adopted April 14, 2011



**EL DORADO HILLS  
COMMUNITY SERVICES DISTRICT**

**AGENDA REPORT**

**To:** Parks and Planning Committee  
**From:** Kevin A. Loewen, Parks and Planning Director  
**Meeting Date:** January 27, 2015  
**Report Date:** January 22, 2015  
**Subject:** **Acceptance of Grant Deed for Valley View Sports Park**

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**Recommended Action:** West Valley, LLC has submitted the Grant Deed for the Valley View Sports Park to the El Dorado Hills Community Services District (EDHCS D) for acceptance and recordation. Staff recommends that the Committee, with support, forward the Grant Deed to the full Board of Directors to accept the Grant Deed for recordation.

**Background:** The Valley View Sports Park (a portion of Lot 18, APN 118-140-73-100) is a 5 acre park site located at 1661 Blackstone Parkway, near the intersection of Blackstone Parkway and Royal Oaks Drive, within the Blackstone Development. The sports park is significantly complete and a grand opening is scheduled to occur on February 27, 2015.

**Attachments:**

- a. Corporation Grant Deed for Valley View Sports Park
- b. Preliminary Title Report for APN 118-140-73-100
- c. Accommodation Recording Agreement to Grant Deed

**RECORDING REQUESTED BY**  
North American Title Company, Inc.

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
El Dorado Hills Community Services District

1021 Harvard Way

El Dorado Hills, CA 95762

Space Above This Line for Recorder's Use Only

A.P. No. 118-140-73-100 (portion)  
(Valley View Sports Park)

**CORPORATION GRANT  
DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$NONE;  
[ ] computed on the consideration or full value of property conveyed, OR  
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[ X ] unincorporated area; [ ] City of **El Dorado Hills**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **West Valley, LLC, a California limited liability company**

hereby GRANTS to **El Dorado Hills Community Services District**

the following described property in the unincorporated of **El Dorado Hills**, County of **El Dorado**, State of **California**:

**SEE LEGAL DESCRIPTION / EXHIBIT "A" ATTACHED**

Dated: **11/07/2014**

Mail Tax Statements To: **SAME AS ABOVE**

STATE OF CALIFORNIA )  
COUNTY OF Placer )ss

On December 23, 2014, before me,  
Monique Reynolds, Notary Public, personally  
appeared Larry Galco

West Valley, LLC, a California limited  
liability company

[Signature]  
By: \_\_\_\_\_ Its: \_\_\_\_\_

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 signature(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

Signature

Monique Reynolds  
This area for official notarial seal



Mail Tax Statements To: SAME AS ABOVE

### LEGAL DESCRIPTION

All that real property situate in the County of El Dorado, State of California, being a portion of Lot 18, as shown on the Large Lot Final Map of "West Valley Village", filed in the office of the County Recorder of El Dorado County in Book 'J' of Maps, Page 43 and being more particularly described as follows:

Beginning at a point on the South line of said Lot 18, from which the Southeast corner of said Lot 18 bears the following four (4) courses:

1. South 65°56'38" East, 245.75 feet;
2. South 48°05'06" East, 194.40 feet;
3. South 57°04'18" East, 179.12 feet;
4. South 80°42'25" East, 79.70 feet;

thence, from said Point of Beginning along the South and West line of said Lot 18 the following eight (8) courses:

1. North 65°56'38" West, 207.44 feet; thence
2. North 64°07'42" West, 280.84 feet; thence
3. North 09°05'59" West, 46.31 feet; thence
4. North 55°37'38" East, 204.10 feet; thence
5. North 41°57'56" East, 145.13 feet; thence
6. North 28°14'39" East, 85.13 feet; thence
7. North 54°29'34" East, 220.44 feet; thence
8. North 49°18'58" East, 104.17 feet; thence

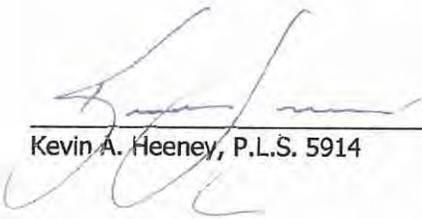
leaving said West line, South 17°26'14" East, 182.01 feet; thence South 24°03'22" West, 303.26 feet; thence South 65°56'38" East, 79.05 feet; thence South 24°03'22" West, 289.24 feet to the Point of Beginning, containing 5.07 acres more or less.

See Exhibit B attached hereto and made a part of this description.

### End of description

The Basis of Bearings for this description is identical with the Large Lot Final Map of West Valley Village, recorded in Book 'J' of Maps, Page 43, Official Records of said County.

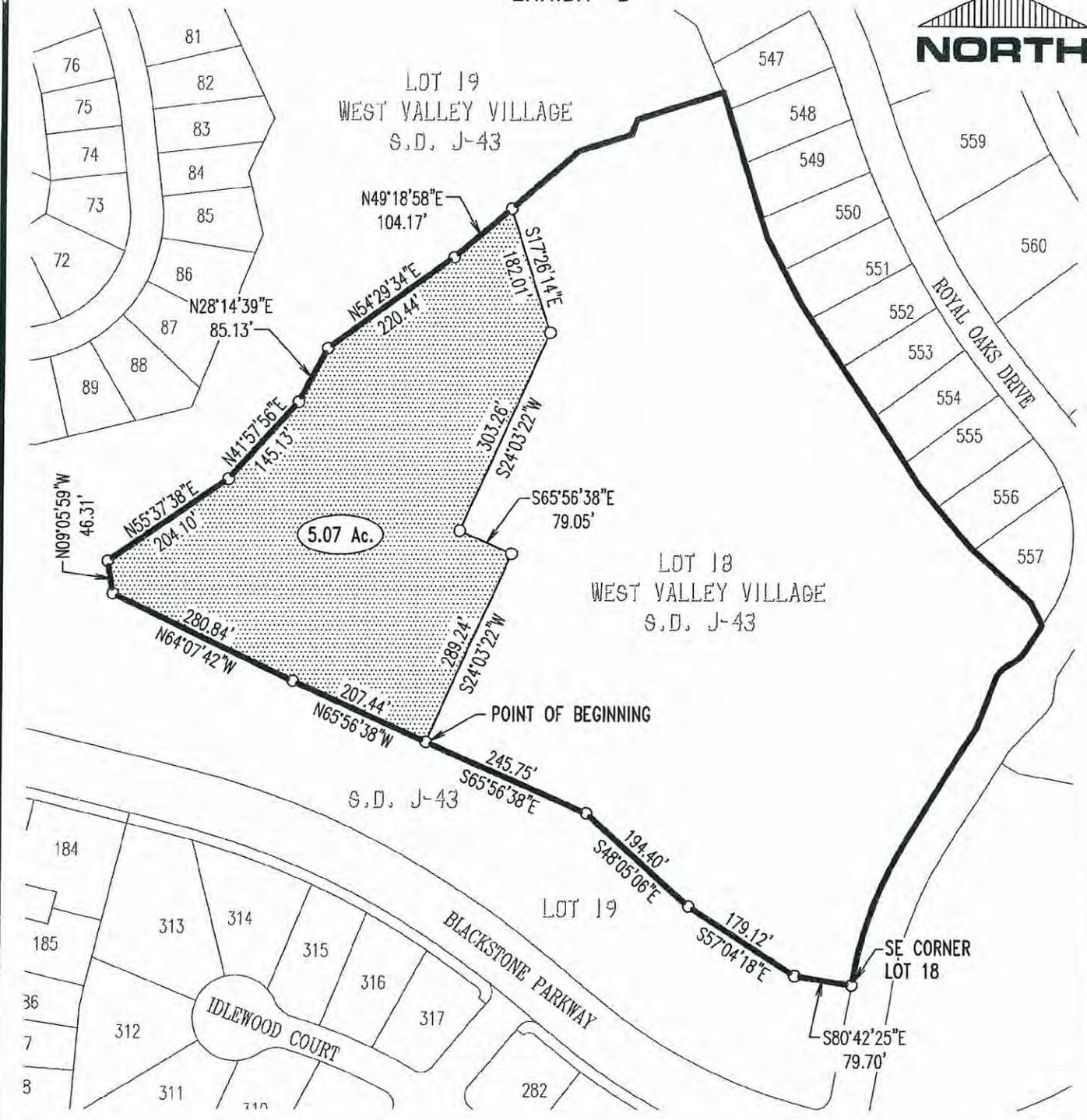
This description has been prepared by me or under my direct supervision.

  
Kevin A. Heeney, P.L.S. 5914



11/05/2014  
Date

EXHIBIT 'B'



OWNER:  
WEST VALLEY, LLC.

DATE: 11/05/2014	DRAWN BY: KAH	SHEET 1 OF 1
SCALE: 1"=200'	JOB NO. 04-019-001	

A.P.N. 118-140-73

**cta** Engineering & Surveying  
Civil Engineering ■ Land Surveying ■ Land Planning  
3233 Monier Circle, Rancho Cordova, CA 95742  
T (916) 638-0919 • F (916) 638-2470 • www.cta.com

**PARK SITE PARCEL**  
A PORTION OF LOT 18  
WEST VALLEY VILLAGE, S.D. J-43  
COUNTY OF EL DORADO STATE OF CALIFORNIA

DATE: 11/05/2014



2240 Douglas Boulevard, Suite 120  
Roseville, California 95661  
Office Phone: (916)782-1241  
Office Fax: (916)782-1270

### Amendment

North American Title Company  
2240 Douglas Boulevard, Suite 120  
Roseville, CA 95661

Our Order No.: 1289519  
Property Address: APN# 118-140-73, El Dorado Hills,  
CA 95762

Attention: Lucy Bencivengo

**Preliminary Report** Dated as of October 27, 2014 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

#### North American Title Insurance Company

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A attached. The Policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than that set forth in the Arbitration Clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the Parties. Limitations on covered risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of Policy of title insurance contemplated by this report is: CLTA Standard Coverage Owners Policy

Please note that the America's First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America's First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

Julie Grace, Title Officer

## **SCHEDULE A**

1. The estate or interest in the land hereinafter described or referred to covered by this report is:  
  
    Fee simple.
2. Title to said estate or interest at the date hereof is vested in:  
  
    WEST VALLEY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
3. The Land referred to in this report is situated in the State of California, County of El Dorado, and is described as follows:

**See attached Legal Description**

## LEGAL DESCRIPTION

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

LOT 18, AS SHOWN ON THAT CERTAIN MAP ENTITLED "LARGE LOT FINAL MAP OF WEST VALLEY VILLAGE", FILED ON OCTOBER 26, 2004 IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, IN BOOK "J" OF MAPS, AT PAGE 43.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO BUCKEYE UNION SCHOOL DISTRICT BY GRANT DEED RECORDED NOVEMBER 16, 2009, DOCUMENT NO. 2009-0056955, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, INERT GASES, MINERALS AND METALS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND REAL PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING BUT NOT LIMITED TO THE RIGHTS TO EXPLORE FOR, DEVELOP AND REMOVE SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, INERT GASES, MINERALS AND METALS WITHOUT, HOWEVER, ANY RIGHT TO USE THE SURFACE OF SUCH LAND AND REAL PROPERTY OR ANY OTHER PORTION THEREOF ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SUCH LAND AND REAL PROPERTY FOR ANY PURPOSE WHATSOEVER.

APN: 118-140-73-100

## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

1. General and special taxes and assessments for the fiscal year 2014-2015. None due and payable.

Note: The Tax Collector's Office reports that the said land is inactive. For further information please contact the Assessor's Office at 530-621-5719.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The property is within the boundaries of the following districts and may be subject to all taxes, assessments and obligations thereof:

Name of District(s):

- A. El Dorado Irrigation District
- B. El Dorado Hills Community Services District #9 for roads and drainage facilities pr 2006-0049014
- C. El Dorado Hills CSD, Lighting and Landscaping.

None currently due or payable.

4. Mitigation Fees in favor of El Dorado Hills County Water District, disclosed by the agreement between said water district and El Dorado Hills Investors, Ltd., recorded September 11, 1984 in Book 2342 of Official Records, page 651.
5. The terms and provisions contained in the document entitled Valley View Specific Plan Development Agreement - El Dorado Hills Investors, Ltd , executed by County of El Dorado and El Dorado Hills Investors, Ltd, a limited partnership , recorded December 18, 1998 as Instrument No. 98-0075235 of Official Records.

Assignment and Assumption of Valley View Specific Plan Development Agreement, recorded June 18, 2002, Instrument No. 2002-0044288, executed by and between El Dorado Hills Investors, Ltd., a California limited partnership and Angelo Tsakopoulos, Northpointe Park LLC, a California limited liability company and John K. Tsakopoulos.

6. The terms and provisions contained in the document entitled Memorandum of Improvement Agreement , executed by El Dorado Hills Investors Ltd., a California limited partnership and Angelo Tsakopoulos and Northpointe Park, LLC, a California limited liability company, recorded June 18, 2002 as Instrument No. 2002-0044290 of Official Records.
7. The terms and provisions contained in the document entitled Standard Agreement for Recycled Water Use at Non-Residential Sites , executed by Northpointe Park LLC and El Dorado Irrigation District, recorded December 16, 2003 as Instrument No. 2003-125553 of Official Records.
8. Declaration of Restrictions for Wetlands Preserves and Passive Open Space, executed by Valley View Investors, LLC, recorded April 9, 2004, Instrument No. 2004-27111, Official Records.
9. Declaration of Restrictions for Elderberry Avoidance Areas, dated March 23, 2004, executed by Valley View Investors, LLC, recorded April 9, 2004, in Series No. 2004-27112, Official Records.

10. The terms and provisions contained in the document entitled Notice of Restriction, executed by West Valley, LLC, a California limited liability company, recorded October 26, 2004, as Instrument No. Instrument No. 2004-0087834-00 of Official Records.
11. The terms and provisions contained in the document entitled Declaration of Restrictions for Open Space and Other Parcels (West Valley Village), executed by West Valley, LLC, a California limited liability company, recorded October 26, 2004, as Instrument No. Instrument No. 2004-0087835-00 of Official Records.
12. An easement for sewer pipelines and incidental purposes, recorded October 1, 2014 as Instrument No. 2014-0039597-00 of Official Records.  
In Favor of: El Dorado Irrigation District, its successors and assigns  
Affects: as described therein
13. With respect to West Valley LLC, a California limited liability company:
  - a. A copy of its operating agreement and any amendments thereto;
  - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
  - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
  - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
14. We find no open deeds of trust. Escrow please confirm before closing.

\*\*\*\*\* END OF REPORT \*\*\*\*\*

1. Notice of change in ownership recording procedure

Effective July 1, 1985 pursuant to state law as amended January 1, 2011 (Section 480.3 of the Revenue and Taxation Code), all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee.

If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged.

Preliminary Change in Ownership forms, instructions on how to complete them, and a non-exclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

2. GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, North American Title Company, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to North American Title Company, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to North American Title Company, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seq. and Regulation CC).

These are the minimum periods before funds will be made available. North American Title Company, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds. Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

North American Title Company will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

For Your Information, Our Wire Instructions Are:

**Wire To:**

Comerica Bank  
2321 Rosecrans Ave, Ste 5000  
El Segundo, CA 90245

**Credit the Account of:**

North American Title Company, Inc.  
Bank Account No.: 1893548014 ABA No.: 121137522  
Escrow No. 54801-1289519-14

**ACH FUNDS** - Automatic Clearing House

North American Title Company, Inc. will not accept funds in the form of ACH transfers.

Be sure to reference our order number 54801-1289519-14.

Should this office be required to wire funds out at close of escrow, please be informed that wiring instructions should be received as soon as possible, but no later than the following times.

Wires outside the State of California:

11:00 A.M. ON DATE OF WIRE

Wires within the State of California:

12:00 P.M. ON DATE OF WIRE

Effective January 1, 1991

A service charge of \$25.00 will be assessed for all funds disbursed by this Company by wire.

3. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
4. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**NORTH AMERICAN TITLE COMPANY**

2240 Douglas Boulevard, Suite 120, Roseville, CA 95661  
(916)782-1241

Fax: (916)782-1270 Email: nocal.rosevilleres@nat.com

Attention:

Your Ref:

Our Order No.: 54801-1289519-14

**LENDERS SUPPLEMENTAL REPORT**

Dated as of October 27, 2014 AT 7:30 A.M.

Title Officer: Julie Grace

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy of Title Insurance:

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Vacant Land  
Known as: APN# 118-140-73  
Unincorporated Area  
County of El Dorado  
State of California.

According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

**FACTS**

**WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- transaction history and payment history
- purchase history and account balances

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call 1 (888) 444-7766, extension 6585

## Who we are

<b>Who is providing this notice?</b>	The North American Title Group, Inc. Family of Companies (identified below), such as home owners insurance and home mortgage companies.
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## What we do

<b>How does NATG protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does NATG collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for financing or provide employment information</li> <li>• provide account information or show your government issued ID</li> <li>• give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include the companies listed below.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our or their own behalf, consumer reporting agencies, and others.</i></li> <li>• <i>NATG does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>NATG doesn't jointly market.</i></li> </ul>

**Our Affiliates.** The North American Title Group, Inc. Family of Companies is:

North American Title Company  
 North American Title Insurance Company  
 North American Title Alliance, LLC  
 North American Title Florida Alliance, LLC  
 North American Services, LLC  
 North American Title Agency

North American Abstract Agency  
 NASSA, LLC  
 North American Title, LLC  
 North American Advantage Insurance Services, LLC  
 North American National Title Solutions, LLC  
 North American Exchange Company

**Exhibit A (06-03-11)**

**CLTA STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes.  
This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

I For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$10,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**  
**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - \* land use
  - \* improvements on the land
  - \* land division
  - \* environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
  - \* a notice of exercising the right appears in the public records
  - \* on the Policy Date
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - \* to any land outside the area specifically described and referred to in Item 3 of Schedule A
  - OR
  - \* in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.





2240 Douglas Boulevard, Suite 120  
 Roseville, CA 95661  
 Phone: (916)782-1241  
 Fax: (916)782-1270

**Accommodation Recording Agreement**

North American Title Company, Inc. ("North American") has been requested to record the document(s) identified below as an accommodation for **West Valley LLC** ("Indemnitor(s)"). This Accommodation Recording Agreement is entered into by Indemnitor(s) and North American for the benefit and protection of North American.

It is understood that North American will act as courier in requesting the recording of documents identified below without benefit of examination of the documents or the title to any property purportedly affected thereby by North American; and

**It is understood that North American Title has advised Indemnitor(s) to seek both legal and financial consultation as to the possibility of potential gift tax, transfer tax and increase in property taxes as a result of the recordation of said documents. ( ) ( ) ( ) ( )**

Indemnitor(s) acknowledges that North American derives no direct or indirect benefit from the recording of the document(s). Indemnitor(s) recognizes that North American would not request the accommodation recording of the document(s) without this Agreement.

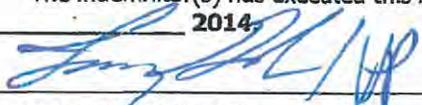
In consideration for North American's requesting the recording of the document(s) identified below, Indemnitor(s) hereby waives and releases North American from any and all claims arising out of the document(s) identified below and agrees to hold harmless, protect and indemnify North American from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney's fees and expenses of litigation, which may be sustained or incurred by North American in any way relating to, or arising directly or indirectly out of any accommodation recording requested by Indemnitor(s), including any claim, action, proceeding, judgement, order or process arising from or based upon or growing out of North American's active or passive negligence in connection with the documents identified below.

Indemnitor(s) further agrees that if suit shall be brought to enforce this Agreement, Indemnitor(s) will pay North American's attorney's fees.

Documents to be recorded as an accommodation:

Document Title	First Party	Second Party
1. <b>Corporation Grant Deed</b>	<b>West Valley LLC</b>	<b>El Dorado Hills Community Services District</b>
2.		
3.		

The indemnitor(s) has executed this Accommodation Recording Agreement this \_\_\_\_\_ day of

2014  
 X   
 \_\_\_\_\_  
 Indemnitor West Valley LLC

\_\_\_\_\_  
 Indemnitor

\_\_\_\_\_  
 Indemnitor

\_\_\_\_\_  
 Indemnitor

# EL DORADO COUNTY



# RECORDER-CLERK REGISTRAR OF VOTERS

William E. Schultz

Recorder-Clerk  
Commissioner of Civil Marriages  
360 Fair Lane  
Placerville CA 95667  
www.co.el-dorado.ca.us/countyclerk/  
Phone: 530.621.5490  
Fax: 530.621.2147  
JANE KOHLSTEDT  
Assistant Recorder-Clerk

Registrar of Voters  
2850 Fairlane Court  
P.O. Box 678001  
Placerville CA 95667-8001  
www.co.el-dorado.ca.us/elections/  
Phone: 530.621.7480  
Fax: 530.626.5514  
NORMA GRAY Assistant  
Registrar of Voters

## TRANSFER TAX AFFIDAVIT

DOCUMENT SERIES NUMBER: \_\_\_\_\_

NOTICE: "Any person or persons who makes, signs, issues or accepts or causes to be made, signed issued or accepted and who submits or causes to be submitted for recordation any deed, instrument or writing subject to the tax imposed by this chapter and makes any material misrepresentation of fact for the purpose of avoiding all or any part of the tax imposed by this chapter shall be guilty of a misdemeanor". D.T.T. Ord. Sec. 3.24.160 A.

### 1. LOCATION OF PROPERTY

Street Address: APN: 118,170,173,100 (portion)  
Describe Transfer Document(s): Corporation Grant Deed

2. IS THIS A FORECLOSURE OR A TRUSTEE SALE:  Yes  No  
 (If yes, complete this section, if no proceed to Section #3)
- a. Is the Transferee the foreclosing Beneficiary or Mortgagee  Yes  No  
 b. Is the Transferee foreclosing a Senior Loan  Yes  No  
 c. If no, enter the amount(s) of the Senior Loan(s) and proceed to #6 \$ \_\_\_\_\_

3. IS THIS A LEASE?  Yes (if yes complete this section)  No (if no, proceed to #4)
- a. Is remaining term of lease including renewal options equal or greater than 35 years?  
 Yes (if yes please complete #6)  No (no transfer tax is due)
- b. If yes, submit a copy of lease or summary of its terms  
 Consideration or Value of Leasehold Interest \$ \_\_\_\_\_
- c. Enter amount on line 6a for tax calculation

4. IS THIS A GIFT IN WHOLE OR IN PART?  Yes  No  
 If yes, enter the fair market value here \$ \_\_\_\_\_ and have donor complete the section below and proceed to #7.

Name of Transferor/Donor: \_\_\_\_\_

Name of Transferee/Donee: \_\_\_\_\_

Please be aware that certain gifts may trigger a Federal Gift Tax. In such cases the Transferor (Donor) may be required to file a Federal Gift Tax Return with the Internal Revenue Service. Please also be aware that information stated on this document may be given to and, used by governmental agencies, including the Internal Revenue Service.

I, as the Transferor (donor) named above declare under penalty of perjury, that I have read paragraph #4 and acknowledge that a Federal Gift Tax may be triggered.

Signature: \_\_\_\_\_

**5. DO YOU CONTEND THAT NO TRANSFER TAX IS DUE FOR A REASON NOT EXPLAINED ABOVE?**

Yes      No (if no proceed to #6)

If yes, explain fully:

- (1) The nature of this transaction and
- (2) The reason you contend no transfer tax is due. (Use additional papers if necessary and attach copies of records or documents (i.e. Tax Returns, Entity Formation Documents) supporting your claim.)

**6. TAXABLE TRANSACTIONS**

Complete the following and calculate the tax below:

- a. Consideration Paid      \$ \_\_\_\_\_
- b. Fair Market Value      \$ \_\_\_\_\_
- c. Tax Due      \$ \_\_\_\_\_

**Documentary Transfer Tax is due at the rate of \$0.55 for each \$500.00 of the entire value or consideration.**

**7. CONTACT INFORMATION**

- a. NAME OF CONTACT PERSON: \_\_\_\_\_
- b. TELEPHONE NUMBER: \_\_\_\_\_
- c. MAILING ADDRESS: \_\_\_\_\_

**I DECLARE OR AFFIRM UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

**SIGNATURE OF TRANSFEREE:** \_\_\_\_\_

**PRINT NEW PROPERTY OWNER NAME:** \_\_\_\_\_

**Place of Execution:** \_\_\_\_\_

**Date of Execution:** \_\_\_\_\_

**PRELIMINARY CHANGE OF OWNERSHIP REPORT**

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

SELLER/TRANSFEROR <b>West Valley, LLC</b>		ASSESSOR'S PARCEL NUMBER <b>118-140-73-100 (portion)</b>	
BUYER/TRANSFeree <b>El Dorado Hills Community Services District</b>		BUYER'S DAYTIME TELEPHONE NUMBER ( )	
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY <b>APN# 118-140-73-100 (portion) El Dorado Hills, California 95762</b>			
MAIL PROPERTY TAX INFORMATION TO (NAME)			
ADDRESS		CITY	STATE
ADDRESS		CITY	STATE
<input type="checkbox"/> YES	<input type="checkbox"/> NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.	MO DAY YEAR

**PART I. TRANSFER INFORMATION** *Please complete all statements.*

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	A. This transfer is solely between spouses ( <i>addition or removal of a spouse, death of a spouse, divorce settlement, etc.</i> ).
<input type="checkbox"/>	<input type="checkbox"/>	B. This transfer is solely between domestic partners currently registered with the California Secretary of State ( <i>addition or removal of a partner, death of a partner, termination settlement, etc.</i> ).
<input type="checkbox"/>	<input type="checkbox"/>	*C. This is a transfer between: <input type="checkbox"/> parent(s) and child(ren) <input type="checkbox"/> grandparent(s) and grandchild(ren).
<input type="checkbox"/>	<input type="checkbox"/>	*D. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/>	<input type="checkbox"/>	*E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/>	<input type="checkbox"/>	F. This transaction is only a correction of the name(s) of the person(s) holding title to the property ( <i>e.g., a name change upon marriage</i> ). If YES, please explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	G. The recorded document creates, terminates, or reconveys a lender's interest in the property.
<input type="checkbox"/>	<input type="checkbox"/>	H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest ( <i>e.g., cosigner</i> ). If YES, please explain: _____
<input type="checkbox"/>	<input type="checkbox"/>	I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
<input type="checkbox"/>	<input type="checkbox"/>	J. This is a transfer of property:
<input type="checkbox"/>	<input type="checkbox"/>	1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of <input type="checkbox"/> the transferor, and/or <input type="checkbox"/> the transferor's spouse <input type="checkbox"/> registered domestic partner.
<input type="checkbox"/>	<input type="checkbox"/>	2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
<input type="checkbox"/>	<input type="checkbox"/>	3. to/from an irrevocable trust for the benefit of the <input type="checkbox"/> creator/grantor/trustor and/or <input type="checkbox"/> grantor's/trustor's spouse <input type="checkbox"/> grantor's/trustor's registered domestic partner.
<input type="checkbox"/>	<input type="checkbox"/>	4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.
<input type="checkbox"/>	<input type="checkbox"/>	K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
<input type="checkbox"/>	<input type="checkbox"/>	L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
<input type="checkbox"/>	<input type="checkbox"/>	M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
<input type="checkbox"/>	<input type="checkbox"/>	N. This transfer is to the first purchaser of a new building containing an active solar energy system.

\* If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**

**PART 2. OTHER TRANSFER INFORMATION**

*Check and complete as applicable.*

- A. Date of transfer, if other than recording date: \_\_\_\_\_
- B. Type of transfer:
- Purchase  Foreclosure  Gift  Trade or exchange  Merger, stock, or partnership acquisition (Form BOE-100-B)
- Contract of sale. Date of contract: \_\_\_\_\_  Inheritance. Date of death: \_\_\_\_\_
- Sale/leaseback  Creation of a lease  Assignment of a lease  Termination of a lease. Date lease began: \_\_\_\_\_
- Original term in years (including written options): \_\_\_\_\_ Remaining term in years (including written options): \_\_\_\_\_
- Other. Please explain: \_\_\_\_\_
- C. Only a partial interest in the property was transferred.  YES  NO If YES, indicate the percentage transferred: \_\_\_\_\_ %

**PART 3. PURCHASE PRICE AND TERMS OF SALE**

*Check and complete as applicable*

- A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance. \$ \_\_\_\_\_
- Down payment: \$ \_\_\_\_\_ Interest rate: \_\_\_\_\_ % Seller-paid points or closing costs: \$ \_\_\_\_\_
- Balloon payment: \$ \_\_\_\_\_
- Loan carried by seller  Assumption of Contractual Assessment\* with a remaining balance of: \$ \_\_\_\_\_
- \* An assessment used to finance property-specific improvements that constitutes a lien against the real property.
- B. The property was purchased:  Through real estate broker. Broker name: \_\_\_\_\_ Phone number: (\_\_\_\_) \_\_\_\_\_
- Direct from seller  From a family member
- Other. Please explain: \_\_\_\_\_
- C. Please explain any special terms, seller concessions, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.
- \_\_\_\_\_

**PART 4. PROPERTY INFORMATION**

*Check and complete as applicable.*

- A. Type of property transferred
- Single-family residence  Co-op/Own-your-own  Manufactured home
- Multiple-family residence. Number of units: \_\_\_\_\_  Condominium  Unimproved lot
- Other. Description: (i.e., timber, mineral, water rights, etc.)  Timeshare  Commercial/Industrial
- B.  YES  NO Personal/business property, or incentives, are included in the purchase price. Examples are furniture, farm equipment, machinery, club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ \_\_\_\_\_
- C.  YES  NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ \_\_\_\_\_
- YES  NO The manufactured home is subject to local property tax. If NO, enter decal number: \_\_\_\_\_
- D.  YES  NO The property produces rental or other income.
- If YES, the income is from:  Lease/rent  Contract  Mineral rights  Other: \_\_\_\_\_
- E. The condition of the property at the time of sale was:  Good  Average  Fair  Poor

**CERTIFICATION**

*I certify (or declare) under penalty of penalty under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief. This declaration is binding on each and every buyer/transferee.*

SIGNATURE OF BUYER/TRANSFEEE OR CORPORATE OFFICER	DATE
NAME OF BUYER/TRANSFEEE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE
E-MAIL ADDRESS	

The Assessor's office may contact you for additional information regarding this transaction.





**EL DORADO HILLS  
COMMUNITY SERVICES DISTRICT**

**AGENDA REPORT**

**To:** Parks and Planning Committee  
**From:** Kevin A. Loewen, Parks & Planning Director  
**Meeting Date:** January 27, 2015  
**Report Date:** January 21, 2015  
**Subject:** **Carson Creek Quimby Dedication Amount**

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**Recommended Action:** Review Carson Creek Developer's Request to Reduce Quimby Parkland Dedication Population Density Factor From 3.3 to 1.8, and Forward to Full Board of Directors Without Support.

**Background:** On December 10, 2014 General Manager, Brent Dennis, and Parks & Planning Director, Kevin A. Loewen, met with Carson Creek Developers, Larry Gualco and Don Barnett, of Lennar, to discuss, among other topics, Quimby parkland dedication. The Developers have provided the results of a study made by Development Planning & Financing Group, Inc., that suggests the population density per industry standards be applied for the Carson Creek Development area. The proposed modification to the population density factor is to apply a reduction from 3.3 persons per dwelling to 1.8.

District Staff recommend that the population density not be altered, as the current factor is established in several preconceived documents as well as for the following considerations:

1. Carson Creek Specific Plan Public Facilities Financing Plan (Section VI. B.1 – Dedication Requirements)
2. Carson Creek Specific Plan Conditions for Approval (Page 30, Item #70)
3. El Dorado County Ordinance, 16.12.090
4. Community Services District Policy (#6220) already establishes reduction in park

**El Dorado Hills Community Services District**  
**RE: Carson Creek Quimby Dedication**  
**Date: January 27, 2014**

impact fee for age-restricted homes

5. The parkland requirement would be reduced from 17.49 acres to 9.54 acres, a nearly 8 acres reduction, or approximately 45% less parkland requirement

**Attachments:**

- A. Carson Creek Specific Plan and Public Facilities Financing Plan (as provided by Developer)
- B. Carson Creek Specific Plan Conditions for Approval
- C. El Dorado County Subdivision Ordinance
- D. CSD Policy #6220
- E. Development, Planning & Financing Group Study
- F. El Dorado County Persons per Household (as provided by Developer)

Recording requested by and  
when recorded mail to:

AKT Development Corporation  
7700 College Town Drive, Suite 101  
Sacramento, CA 95826-2303  
Attn: Diane Richmond

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## CARSON CREEK SPECIFIC PLAN DEVELOPMENT AGREEMENT

Adopted by  
El Dorado County  
Board of Supervisors  
February 24, 1998

**CARSON CREEK SPECIFIC PLAN  
DEVELOPMENT AGREEMENT**

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- A1 The Moshers Property Description
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- B Carson Creek Specific Plan Public Facilities Financing Plan
- C Agreement Between the Latrobe School District, the El Dorado Union High School District, Angelo Tsakopoulos, AKT Mosher Partners, the Moshers, and the Euers

## CARSON CREEK SPECIFIC PLAN DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") is made and entered into this 30th day of November, 19 98, by and between the County of El Dorado (hereinafter "County") and William Mosher and Melba Ouida Mosher (the "Moshers"), Robert Bryce Euer and John Wesley Euer (the "Euers"), Angelo D. Tsakopoulos and AKT Mosher Partners (the "Partners") and the Tsakopoulos Family Partnership (hereinafter collectively referred to as "Landowner"), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Chapter 17.85 of the County's Ordinance Code, establishing rules, regulations and procedures for the consideration of development agreements, relating to the Carson Creek Specific Plan ("Plan"). (Bd. date 2/24/98)

### RECITALS

A. Enabling Statute. 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, who has a legal or an equitable interest in the property to be developed, 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.

B. Parties and Property Description. The land subject to this Agreement is that certain real property within the Carson Creek Specific Plan constituting approximately 710± acres described in Exhibit "A" attached hereto and made a part hereof by this reference (herein the "Property").

1. The Moshers own that portion of the Property constituting approximately 550 acres and more specifically described in Exhibit "A-1."

2. The Euers own that portion of the Property constituting approximately 160 acres and more specifically described in Exhibit "A-2."

3. The Partners have an option to purchase the Mosher property and the Euer property and intend to purchase and develop the entire Property after exercising the options and obtaining title to the Property.

C. Development Agreement Goals. County and Landowner enter into this Agreement relating to the Property in order to facilitate the development of the Carson Creek Specific Plan area in accordance with the Specific Plan goals and

policies and to incorporate the conditions imposed on the approval of the Plan. Implementation of the Specific Plan will facilitate the creation of a physical environment that will conform to and complement the goals of the County, protect natural resources from adverse impacts, enhance the certainty of implementation of the El Dorado County General Plan, and reduce the economic risks of development to the Landowner and County.

The County, by entering into this Agreement, will receive the benefit of gaining assurance that the Property will not be developed unless the property is developed in conformance with the Plan and various public facilities and improvements are constructed and dedicated to the County. In addition, this Agreement will assist in the implementation of the El Dorado County General Plan.

D. Project Background and Approvals.

1. County caused an environmental impact report to be prepared for the Project for which a Notice of Completion was circulated on May 20, 1996 and for which a public hearing was held on June 30, 1996 for the purpose of receiving comments; the comment period of the environmental impact report ended on July 5, 1996.

2. On September 12, 1996, the County Planning Commission considered the environmental impact report and the Project and after having conducted duly noticed public hearings, voted to certify the environmental impact report and recommend approval of the Project to the County Board of Supervisors.

3. On September 24, 1996, the County Board of Supervisors held a public hearing on the Project. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, certified the environmental impact report and approved the Project through adoption of Resolution No. 224-96.

4. On January 14, 1997, the County Board of Supervisors by Resolution No. 8-97 pursuant to court order vacated Resolution No. 224-96 for the purpose of re-examining the findings made in Resolution No. 224-96 relating to the consistency of the Specific Plan with County General Plan policies relating to water supply and to further examine environmental information generated in connection with the El Dorado Project. Additional analysis was performed and an Addendum to the EIR was prepared for consideration by the Board of Supervisors.

5. On March 4, 1997, the Board of Supervisors held another public hearing on the Project and the Addendum to the environmental impact report. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, approved the addendum to the environmental impact report and approved the Project by adoption of Resolution No. 91-97.

6. On January 22, 1998, the Planning Commission conducted a duly noticed public hearing on this Agreement and recommended to the Board of Supervisors that this Agreement be approved.

7. On February 24, 1998, after a duly noticed public hearing, the Board of Supervisors approved this Agreement by Ordinance No. 4484 which is effective on March 26, 1998, 1997.

E. Project Description. The Carson Creek Specific Plan includes 710 +/- acres, which is planned to contain 2434 housing units, two school sites, parks sized in accordance with applicable County standards, 142.8 acres of open space, 13 acres of commercial facilities and 48.2 acres of research and development facilities all fully served with onsite water and sewer facilities, all as fully set forth in the Carson Creek Specific Plan as approved by the County Board of Supervisors and available from the County Planning Department for inspection.

F. General Plan Consistency. The Board of Supervisors hereby finds this Agreement consistent with the County's General Plan and the Specific Plan.

G. Vested Rights. In consideration of the substantial benefits to be provided by Landowner pursuant to this Agreement and in order to strengthen the public planning process and reduce the economic risks of development, by this Agreement the County intends to assist Landowner in completion of the Plan in accordance with the terms of this Agreement. Development of the Property in accordance with the terms of this Agreement requires major investment by Landowner in public facilities, substantial capital investment in onsite and offsite improvements, the creation of assessment districts, financing of school facilities and other public benefit and purposes, and substantial commitment of the resources of Landowner to achieve the public benefits of the Plan for the community.

County recognizes and has determined that the granting of the vested right and assurance of fully developing the project as set forth in the Development Plan, as set forth in this Agreement, is required by Landowner in order to undertake the development of the Plan and thereby achieve the public benefits of the Plan. In addition, this Agreement will provide assurances that the Specific Plan will be developed in a manner which incorporates the conditions and mitigation measures called for in the Approving Resolution. But for said commitments on the part of County and Landowner, the parties would not enter into this Agreement.

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1.  
GENERAL PROVISIONS

1.1. Property Description and Binding Covenants. The Property is that real property owned or controlled by Landowner described in Exhibit "A". It is intended and determined that the provisions of this Agreement, to the extent permitted by law, shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and to their successors in interest.

1.2. Development Plan. For purposes of this Agreement, the term "Development Plan" shall refer to the Carson Creek Specific Plan, by this reference included herein, the Resolution No. 91-97 of the Board of Supervisors (the "Approving Resolution") and this Agreement.

1.3. Interest of Landowner. Landowner represents that Landowner has a fee or other equitable interest in the Property, as provided in California Government Code Section 65865, and that all other persons holding legal or equitable interests in the Property are to be bound by this Agreement.

1.4. Term. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall extend for a period of twenty (20) years from that date unless it is terminated, modified or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

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

- (a) Expiration of the twenty (20) year term;
- (b) The effective date of a party's election to terminate the Agreement as provided in Sections 6.1 and 7.11 of this Agreement.

1.6. Assignment. Landowner shall have the right to sell, mortgage, hypothecate, assign or transfer the Property in whole or in part, to any person, partnership, joint venture, firm, or corporation at any time during the term of this Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer shall include the assignment of those rights, duties, and obligations arising under or from this Agreement applicable to the Property or portions thereof being assigned, transferred or sold and the acceptance by the assignee of such rights, duties and obligations. The County shall not impose any conditions or otherwise have any rights of approval over said sale, mortgage, hypothecation, assignment or transfer. Landowner and any subsequent assignor shall notify County in writing of any assignment. The notice shall include the name, address of the assignee, and a

description of the property acquired. County shall have no obligation to provide future notice to any assignee if the above notice is not given. Any and all successors and assigns of Landowner shall have all of the same rights, benefits, and obligations of Landowner under this Agreement.

1.6.1 Subdivided Lots. It is understood and agreed by the parties that the Property may be subdivided after the effective date of this Agreement. One or more of such subdivided parcels may be sold, mortgaged, hypothecated, assigned, or transferred to persons for development by them in accordance with the provisions of this Agreement. Upon the recordation of any final subdivision map on a portion of the Property which creates final residential lots, the purchaser of any single individual residential lot shall be released from any further obligations under this Agreement. The burdens of this Agreement shall terminate without the execution or recordation of any further document or instrument and such lot shall be released from and no longer be subject to the burdens and obligations of this Agreement. However, nothing herein should be construed as relieving an individual lot owner from compliance with all relevant Specific Plan requirements with respect to the development of the property, nor relieve the lot owner of any obligation to pay fees, taxes, or assessments provided herein.

1.7. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the County and the owner of the property which is the subject of the proposed amendment in the manner set forth in Government Code Sections 65867, 65867.5 and 65868, provided, however:

a. Any change to this Agreement which does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Landowner or any conditions or covenants relating to the use of the Property shall not require notice or public hearing and may be made by mutual consent of the parties;

b. Any modification of the Specific Plan which is approved by the Planning Director or other appropriate County personnel as provided in Section 1.8 shall not require an amendment to this Agreement; and

c. The determination as to whether any proposed change or modification pursuant to this section or section 1.8 will require a public hearing shall be made by the County.

1.8. Modification to the Carson Creek Specific Plan. Upon request of the Landowner or subsequent property owner, the Planning Director may approve amendments to the Plan without any notice of public hearing if the Planning Director determines that the requested modification does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and

dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Landowner or any conditions relating to the use of the Property, does not adversely impact any other landowner within the Specific Plan, and is otherwise consistent with the Specific Plan, and the County General Plan. Other amendments to the Specific Plan may be initiated by Landowner, the property owner, the Planning Commission or the County Board of Supervisors in accordance with the procedures set forth in Section 65450 of the California Government Code provided that any such amendment shall be consistent with this Agreement. It is the intent of this Section that during the course of development of the Property there may be insubstantial changes to the Specific Plan as future ministerial or discretionary decisions are made. The parties hereby agree that such changes are anticipated and will not require modification to this Agreement.

1.9. 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 Landowner or Landowner'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  
330 Fair Lane  
Placerville, CA 95667  
Att: Planning Director

Notice to the Landowner:

Palisades Properties, Inc.  
147 Iron Point Road, Suite A  
Folsom, CA 95630

## SECTION 2. DEVELOPMENT OF THE PROPERTY

2.1. Land Use Entitlements. The permitted land uses, density and intensity of use of the Property, timing or phasing of development, zoning, provisions for reservation or dedication of land for public purposes, and the location and size of major transportation, sewer, drainage and water facilities and improvements shall be those set forth in the Development Plan at the time of the effective date of this Agreement. It is the intent of this Agreement that upon the adoption of the implementing ordinance for this agreement that the development regulations for the property shall be those set forth in the Specific Plan and that all

further development of the Property shall be done in accordance with the Specific Plan. In the event of any conflict between the provisions of this Agreement and any other resolution, rule, regulation or policy of the County now in existence, the provision of this Agreement and the Specific Plan shall control.

2.2. Applicable Rules, Regulations and Official Policies. Except as provided in this Agreement, the ordinances, resolutions, codes, rules, regulations, official policies and General Plan of the County governing permitted uses, timing and rate of development, density, design, improvements and construction standards and specifications applicable to development of the Property, shall be those rules, regulations and official policies in force at the time of the execution of this Agreement, or with respect to the Euer Ranch tentative subdivision map approved concurrently with the Specific Plan, those rules, regulations and official policies in force at the time of the approval of the tentative map. However, this section shall not preclude the application to the Property of changes in County ordinances, resolutions, codes, rules, or regulations specifically mandated and required by changes in state or federal laws or regulations. Nor shall this section be construed to prevent the application of any such measure to the Property if such measure is necessary to alleviate a direct and imminent threat to the health or safety of the citizens of the County.

2.2.1. Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances. Subsequently enacted rules, regulations, ordinances, laws, and official policies adopted or modified after the date of this Agreement shall apply provided:

- a. They are applied uniformly to all similar properties or developments in the County;
- b. They do not prevent development of the Property for the uses, the density or intensity of development or the rate or timing of development set forth in the Development Plan; and
- c. They are not in conflict with matters which are specifically addressed in the Specific Plan, and are consistent with the goals and policies of the Specific Plan.

2.3. County Fees, Taxes and Assessments. Landowner shall pay those County fees, taxes and assessments in existence at the time of the approval of any subsequent entitlements on the Property provided that:

- a. Such fees, taxes and assessments apply to all similarly situated private projects and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed;

b. Their application to the Property is prospective as to applications for building and other development permits or approvals of tentative subdivision maps not yet accepted for processing; and

c. Such fees, taxes and assessments are not exacted in order to provide facilities, infrastructure or services already provided for in the Development Plan or for which Landowner has otherwise provided mitigation pursuant to the Development Plan.

2.3.1. Processing Fees and Charges. Landowner shall pay those processing fees and charges of every kind and nature imposed or required by County under current or future regulations covering the actual costs of County in (i) processing applications and requests for permits, approvals and other actions, and (ii) monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

### SECTION 3. LANDOWNER OBLIGATIONS

3.1. Property Development. The Property shall be developed according to the Development Plan as set forth in this Agreement.

3.2. Public Improvements. The infrastructure improvements required for the development of the Specific Plan shall be financed and constructed as set forth in the Specific Plan and more specifically set forth in the Public Facilities Financing Plan attached hereto as Exhibit "B" (the "PFFP"). The PFFP describes the mechanisms to be utilized for the financing and construction of roadways, water, sewer, schools, parks and open space within the Specific Plan. The PFFP also discusses the relative timing of the infrastructure construction in the context of the provision of services to the general area.

#### 3.3 Public Improvements Financing.

3.3.1 Financing Districts. Landowner may elect to use public financing mechanism(s), such as a community facilities district or traditional improvement district, to finance improvements within the Specific Plan. County agrees to cooperate with Landowner in forming and implementing such districts provided that they comply with all applicable policies of County.

3.3.2 County-Wide Mitigation Fee. County currently assesses a county-wide and an area-wide fee for the mitigation of the impacts of new development on roads within the County or within the El Dorado Hills/Salmon Falls area of the County which are collected at the time of the issuance of a building permit (collectively the "County-Wide Fee"). In the event Landowner as part of the

development of the Project provides improvements which are included within the list of improvements, as may be amended from time to time, on which the County-Wide Fee is based, County agrees to enter into a reimbursement agreement with Landowner or in the alternative provide a credit against any future mitigation fees in the amount of the cost of providing the improvement.

3.4. Parks and Open Space. Landowner shall provide either through dedication to the County or other governmental agency, or conveyance to a homeowners association which covenants to provide maintenance, park lands as more specifically described in the PFFP. Dedication or conveyance of such lands will occur at such time the property in which the park is located is subdivided into residential units or at such other time as agreed between Landowner and the entity accepting the dedication of the park. Similarly, those areas depicted as open space within the Specific Plan may be offered for dedication to the County, or other appropriate agency or entity, at such time as the boundaries of such areas are established through the subdivision of adjacent lands.

3.4.1 Reversion Clause. The conveyance of lands pursuant to this subsection shall contain a reversionary clause which provides that should the lands ever be used for any purpose other than public recreation or open space, they shall revert to Landowner or Landowner's successor in interest.

3.4.2 Maintenance and Control. Prior to the actual dedication of the park lands, the land shall remain under the control of Landowner as private property. Upon dedication, the property shall be controlled and maintained by the accepting governmental entity or homeowners association.

3.4.3 Park Land Obligation. The Specific Plan includes significant park sites and public open space. In addition, the Development Plan delineates commitments for the dedication of public park and open space areas and private park lands. The provisions of the Specific Plan and the provisions, commitments and obligations set forth herein shall completely satisfy any park land obligations related to development of the Specific Plan area, provided that the total acreage of parks conveyed meets or exceeds the requirements for land dedication set forth in the General Plan, as more particularly set forth in the PFFP. No additional park land dedications or in-lieu fees shall be required as conditions of approval of any subsequent entitlements conferred for development within the Specific Plan area.

3.5. Schools. Landowner shall comply with the agreement entered into between Landowner and the Latrobe School District and El Dorado Union High School District entitled "Agreement Between the Latrobe School District, the El Dorado Union High School District, Angleo Tsakopoulos, AKT Mosher Partners, the Moshers, and the Euers" dated September 24, 1996 (the "School Agreement"), as it may be amended from time to time. A copy of the School Agreement is attached as Exhibit "C" and is incorporated by reference. County agrees that amendment of

the School Agreement by the parties thereto shall not require an amendment to this Agreement. County further agrees that compliance with the School Agreement fully satisfies Landowner's obligations for the mitigation of school facilities and complies with the policies of the General Plan relating to the provision of school facilities.

3.6. Dedication to County of Right-of-Way. Landowner agrees to provide to County irrevocable offers of dedication of the right-of-way necessary for the construction of the streets and highways or other improvements required for the implementation of the Specific Plan.

#### SECTION 4. COUNTY OBLIGATIONS

4.1. Vested Rights. By entering into this Agreement, County hereby grants to Landowner a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement, the Development Plan and Applicable Rules. Landowner's vested right to proceed with the Plan shall be subject to any subsequent discretionary approvals required in order to complete the Plan, 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 Development Plan, provided Landowner is not in default under this Agreement. It is the intent of this Section, in consideration of the substantial investment and commitments required of Landowner to implement the Development Plan, that the Property shall not be subject to any subsequently enacted ordinance or resolution, whether adopted by the Board of Supervisors or the County electorate, which purports to amend the General Plan or to restrict the number of building permits or other development approvals which may be issued in any given year, or in any other manner limit the timing of development of the Specific Plan, except as provided in Section 2.2 of this Agreement.

4.2. County's Cooperation. County shall cooperate with Landowner for the purpose of connecting all public improvements constructed under the Development Plan to existing or newly constructed public improvements, whether located within or outside the Property, provided the costs of such are borne by Landowner or as provided in this Agreement, and shall initiate proceedings for the formation of any financing districts as provided for herein. Subject to County's reasonable discretion, as discussed in Section 4.1, County further agrees to cooperate with Landowner in securing all permits, licenses, approvals, or consents which may be required by County or other agencies having jurisdiction over development of the Property, provided the costs of such are paid by Landowner.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On October 30 before me, Sheila S. G. Lankford  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Melba Ouida Mosher  
Name(s) of Signer(s)

personally known to me – OR –  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila S. G. Lankford  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

In the event State or federal laws or regulations enacted, or court orders or judgments entered, after the effective date of this Agreement, or formal action of any governmental jurisdiction other than the County, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by the County, the parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such State or federal laws or regulations, court orders or judgments, or the regulations of other governmental jurisdictions other than the County. Provided however, if a court of law voids the underlying Specific Plan, this Agreement will have no legal effect.

## SECTION 5. ANNUAL REVIEW

5.1. Annual Review. County shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Landowner 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. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement.

Upon not less than thirty (30) days written notice by the Planning Director of County, Landowner 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. County shall deposit in the mail to Landowner a notice concerning contract performance at least twenty (20) calendar days prior to any such periodic review. Such notice shall give the time and place of any scheduled hearing and designate the location at which Landowner may obtain all staff reports or any written materials relating to contract performance. County may charge a reasonable fee for the duplication and distribution of such written materials. Landowner shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the County Board of Supervisors, or, if the matter is referred to the Planning Commission, before said Commission. If the County determines, based on substantial evidence, that Landowner is in default following completion of the normal scheduled periodic review, written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in said notice the alleged nature of the default, and suggested or potential actions and timing to cure said default where appropriate. Landowner shall have not ~~less than~~ ninety (90) days to cure, or present an acceptable plan to cure in a diligent manner, any alleged

default determined pursuant to this section. County shall have no duty to give notice of an annual review to anyone having an ownership interest in a portion of the Plan deemed complete by the County and released from the obligations of this Agreement. Formal rules of evidence shall not apply to such proceedings.

5.2. Statement of Compliance. Landowner, or any successor in interest, may request from County a confirmation of the status of Landowners compliance with this Agreement with respect to all or a portion of the Property ("Statement of Compliance") by written request to the County Planning Director. In addition to requesting the status of compliance with this Agreement the written request may request a review of the Development Plan for a determination of the obligations any particular parcel within the Specific Plan may have as a result of this Agreement and the Development Plan. Those obligations identified by the Planning Director will be included within the Statement of Compliance and shall be deemed to serve notice upon the requesting party of the obligations flowing from this Agreement with respect to the identified parcel(s). The written request for a Statement of Compliance shall identify that portion of the Specific Plan for which review is requested and a description of the proposed use of the subject property. Once issued, Landowner or its successors in interest may rely on the Statement of Compliance.

## SECTION 6. DEFAULT, ENFORCEMENT AND REMEDIES

6.1. 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 Landowner to whom Landowner has assigned development rights pursuant to Section 1.6, shall not be considered a default by Landowner or by any other successor-in-interest of Landowner, provided Landowner and the other successor-in-interest are not themselves in default. 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 ninety (90) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. Notice given pursuant to Section 5.1 of an alleged default stemming from annual review shall be deemed to satisfy the notice requirements of this Section. During any ninety (90) 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 ninety (90) day period, the party alleging default, at its option, may institute legal proceedings pursuant to 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.

6.2. Cumulative Remedies. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

6.3. No Joint Venture or Partnership. County and Landowner hereby renounce the existence of any form of joint venture or partnership between the County and Landowner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Landowner joint ventures or partners.

6.4. Hold Harmless Agreement. Landowner and all successors 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 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 the Landowner, of his assigns, successors in interest, or their agents, employees, contractors or sub-contractors, pursuant to this Agreement. Landowner 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.

6.5. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate with each other in good faith to defend said action and the validity of each provision of this Agreement, provided however, Landowners shall 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.

6.6. Attorneys' Fees. In any arbitration, quasi-judicial, or administrative proceedings or any action in any court of competent jurisdiction, brought by any party, or their agent, to enforce any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs,

expenses and disbursements in connection with such action, including the costs of reasonable investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party.

## SECTION 7. MISCELLANEOUS PROVISIONS

7.1. Authority to Execute. The person or persons executing this Agreement on behalf of Landowner warrant and represent that they have the authority to execute this Agreement on behalf of Landowner and represent that they have the authority to bind Landowner to the performance of its obligations hereunder. All owners of beneficial interest in the Property have executed or consented to the recordation of this Agreement.

7.2. Cancellation or Modification. Except as otherwise set forth in this Agreement or by statute, any party may propose cancellation or modification of this Agreement but said cancellation shall require the consent of all parties.

7.3. Consent. Where the consent or approval of a party is required in or necessary under this Agreement, such consent or approval shall not be unreasonably withheld.

7.4. Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

7.5. Covenant of Good Faith and Fair Dealing. Neither party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement; each party shall refrain from doing anything which would render its performance under this Agreement impossible; and each party shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement. Nothing herein is intended to give rise to monetary damages resulting from actions outside of the control of County's governing body.

7.6. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God,

governmental restrictions imposed or mandated by entities other than the County, enactment of conflicting state or federal laws or regulations, litigation or similar bases for excused performance. If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.7. Entire Agreement. This Agreement, together with the exhibits, constitute the entire agreement between the parties with respect to the subject matter of this Agreement.

7.8. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, file or record any required instruments and writings necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

7.9. 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.

7.10. No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

7.11. Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereto. Notwithstanding the foregoing, if Sections 2.1, 2.2, 2.3, or 4.1 are invalidated, voided or found illegal for any reason the parties agree the purpose of this Agreement is frustrated and that the Agreement shall be of no further force or effect.

7.12. Power of Eminent Domain. Landowner is responsible for acquiring certain right(s)-of-way necessary to construct the public facility improvements required by this Agreement. Should it become necessary due to Landowner's failure to acquire said right(s)-of-way, the County shall negotiate the purchase of the

necessary right(s)-of-way to allow Landowner to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by State law, use its power of eminent domain to condemn said required right(s)-of-way, provided that Landowner shall bear the cost of such action including the payment of compensation awarded or agreed to for land acquisition. If County cannot make the proper findings, or if, for some other reason under the condemnation laws, County is prevented from acquiring the necessary right(s)-of-way to enable Landowner to construct the public improvements required by this Agreement, then the parties agree to amend this Agreement to modify Landowner's obligation(s) accordingly.

7.13. Recording. The County Clerk shall cause a copy of this Agreement to be recorded with the El Dorado County Recorder no later than ten (10) days following execution of this Agreement by County.

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

LANDOWNER

AKT MOSHER PARTNERS,  
a California Limited Partnership,  
by: AKT DEVELOPMENT CORPORATION,  
a California Corporation, general partner

Dated: April 16, 1998

By: Angelo K. Tsakopoulos  
ANGELO K. TSAKOPOULOS,  
CHAIRMAN OF THE BOARD

Dated: April 16, 1998

By: Angelo K. Tsakopoulos  
ANGELO K. TSAKOPOULOS,  
General Partner

ANGELO K. TSAKOPOULOS

Dated: April 16, 1998

By: Angelo K. Tsakopoulos  
ANGELO K. TSAKOPOULOS

EUER

Dated: 11/30/98

By: Robert Bryce Euer  
ROBERT BRYCE EUER

Dated: 11/30/98

By: John Wesley Euer  
JOHN WESLEY EUER

MOSHER

Dated: 11/30/98

By: William Mosher  
WILLIAM MOSHER

Dated: 10/30/98

By: William Mosher  
WILLIAM MOSHER, AS TRUSTEE UNDER TRUST DATED JULY 27, 1994

Dated: 10/30/98

By: Melba Ouida Mosher  
MELBA OUIDA MOSHER

Dated: 10/30/98

By: Melba Ouida Mosher  
MELBA OUIDA MOSHER, AS TRUSTEE UNDER TRUST DATED JULY 27, 1994  
TSAKOPOULOS FAMILY PARTNERSHIP,  
a California general partnership.

Dated: 4/15/98

By: Elene Tsakopoulos  
ELENE TSAKOPOULOS

COUNTY:

By: John E. Upton  
Chairman 11/30/98  
(Bd. dte 2-24-98)

ATTEST: DIXIE L. FOOTE, CLERK OF THE BOARD OF SUPERVISORS

By: Margaret E. Meedy  
Deputy Clerk 11/30/98

APPROVED AS TO FORM:

By: Thomas R. Parker  
County Counsel Deputy

STATE OF CALIFORNIA )  
County of El Dorado )

On November 30, 1998, before me, DIANE PAGE, Notary Public, State of California, personally appeared JOHN E. UPTON, Chairman of the Board of Supervisors of the County of El Dorado, personally known to me (or 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 signature(s) on the instrument the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Diane Page*  
DIANE PAGE, Notary Public  
State of California



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SACRAMENTO

On APRIL 15 1998 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ELENE TRAKOPOULOS  
Name(s) of Signer(s)

personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

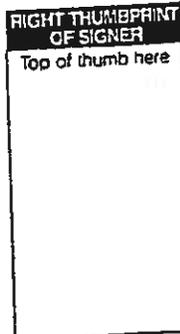
Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

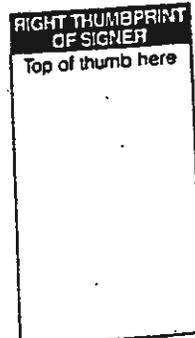
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SACRAMENTO

On APRIL 16, 1999 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANGELO K. TSATZOUKOS  
Name(s) of Signer(s)

personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

## OPTIONAL

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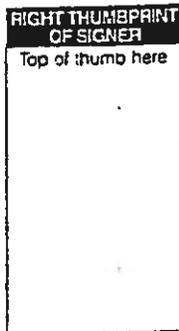
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Signer(s) Other Than Named Above: \_\_\_\_\_

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- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On October 30, 1998 before me, Sheila S. G Lankford  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William Mosher  
Name(s) of Signer(s)

personally known to me -- OR --  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila S. G. Lankford  
Signature of Notary Public

## OPTIONAL

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Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of SACRAMENTO

On NOV 30 1998 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JOHN WESLEY EVER  
Name(s) of Signer(s)

(personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

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- Individual
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Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

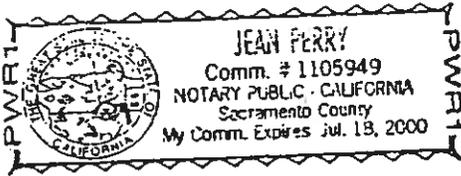
State of CALIFORNIA

County of SACRAMENTO

On NOV 30 1997 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT BRUCE EVER  
Name(s) of Signer(s)

personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

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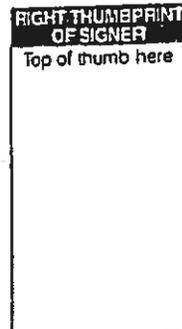
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- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**EXHIBIT A  
PROPERTY DESCRIPTION**

EXHIBIT "A"

All that real property situated in the County of El Dorado, State of California described as follows:

Parcel One:

All that portion Sections 15, 23 and 26, Township 9 North, Range 8 East, M.D.B.&M., described as follows:

BEGINNING at the Northwest corner of section 23 and running thence along the North line of said Section 23, South 89° 45' East, 2313.4 feet; thence South 3° 52' East, 5549.0 feet to the Easterly right of way line of the Placerville branch of the Southern Pacific Railroad; thence along the said Easterly right of way line North 61° 10' West, 3091.0 feet to the West line of said Section 23; thence along the said West line North 0° 23' East, 2735.50 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 22; thence along the South line of said Northeast quarter of the Northeast quarter of Section 22, West 1320.0 feet to the Southwest corner thereof; thence along the West line of the Northeast quarter of the Northeast quarter of said Section 22, and the West line of the Southeast quarter of the Southeast quarter of section 15, North 2220.60 feet to the Southerly right of way line of the State Highway; thence along the Southerly right of way line the following courses and distances; North 63° 06' East, 356.60 feet and North 43° 44' East, 356.60 feet to the North line of the Southeast quarter of the Southeast quarter of said Section 15; thence along the said North line East, 755.40 feet to the Northeast corner thereof; thence South along the East line of said Section 15, a distance of 1320.0 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the herein above described property lying within Sacramento County, California.

Parcel Two:

That certain real property in the County of El Dorado, State of California, known as the MALSX RANCH, and more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of Section 26, Township 9 North, Range 8 East, M.D.B.&M., and running thence West 521.00 feet to the Easterly line of the Placerville branch of the Southern Pacific Railroad, thence along said Easterly right of way line the following courses and distances: North 33° 06' West 256.80 feet, North 37° 46' West 352.90 feet, North 38° 27' West 1785.50 feet, North 43° 43' West 453.60 feet, North 62° 00' West 290.60 feet, thence North 3° 52' West 5549.00 feet to the North line of Section 23, Township 9 North, Range 8 East, M.D.B.&M., thence along said North line South 89° 45' East 1641.00 feet to the Northeast corner of the West half of the North east quarter of said Section 23, thence along the East line of the West half of the Northeast quarter of said Section 23 South 2603.00 feet to the Southeast corner thereof thence along the South line of the Northeast quarter of Section 23 South 89° 33' East 1326.50 feet to the Southeast corner of the Northeast quarter of said Section 23, thence along the East line of said Sections 23 and 26 South 0° 05' West 5244.20 feet to the point of beginning.

Assessors Parcel No.: 108-050-02  
108-040-12  
108-040-07  
108-040-04

PARCEL 3

ALL THAT PROPERTY LOCATED IN SECTIONS 11, 14 AND 15 IN TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.; THENCE FROM SAID POINT OF BEGINNING, NORTH  $00^{\circ}38'28''$  WEST 1116.67 FEET; THENCE SOUTH  $88^{\circ}19'58''$  WEST 375.64 FEET; THENCE NORTH  $18^{\circ}06'38''$  WEST 828.34 FEET TO THE POINT IN THE CENTER OF WHITE ROCK ROAD AND ALONG A CURVE TO THE RIGHT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $31^{\circ}19'12''$  EAST 181.21 FEET; THENCE ALONG A CURVE TO THE LEFT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $29^{\circ}26'33''$  EAST 250.30 FEET; THENCE NORTH  $22^{\circ}01'30''$  EAST 2695.50 FEET; THENCE ALONG A CURVE TO THE RIGHT OF RADIUS 400.00 FEET WHOSE CHORD BEARS NORTH  $34^{\circ}25'38''$  EAST 171.82 FEET; THENCE NORTH  $46^{\circ}50'00''$  EAST 768.15; THENCE, LEAVING THE CENTERLINE OF WHITE ROCK ROAD, SOUTH  $00^{\circ}54'57''$  EAST 2985.70 FEET; THENCE SOUTH  $00^{\circ}43'58''$  EAST 2633.83 FEET; THENCE SOUTH  $89^{\circ}26'35''$  WEST 1119.23 FEET TO THE POINT OF BEGINNING.

A.P. NUMBER(S): 108-040-0410 AND 108-040-0610

**EXHIBIT A-1  
THE MOSHER PROPERTY DESCRIPTION**

EXHIBIT "A-1"

11 that real property situated in the County of El Dorado, State of California ascribed as follows:

Parcel One:

All that portion Sections 15, 23 and 26, Township 9 North, Range 8 East, M.D.B.&M., described as follows:

BEGINNING at the Northwest corner of section 23 and running thence along the North line of said Section 23, South 89° 45' East, 2313.4 feet; thence South 3° 52' East, 5549.0 feet to the Easterly right of way line of the Placerville branch of the Southern Pacific Railroad; thence along the said Easterly right of way line North 61° 10' West, 3093.0 feet to the West line of said Section 23; thence along the said West line North 0° 23' East, 2735.50 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 22; thence along the South line of said Northeast quarter of the Northeast quarter of Section 22, West 1320.0 feet to the Southwest corner thereof; thence along the West line of the Northeast quarter of the Northeast quarter of said Section 22, and the West line of the Southeast quarter of the Southeast quarter of section 15, North 2220.60 feet to the Southerly right of way line of the State Highway; thence along the Southerly right of way line the following courses and distances; North 63° 06' East, 356.60 feet and North 43° 44' East, 356.60 feet to the North line of the Southeast quarter of the Southeast quarter of said Section 15; thence along the said North line East, 755.40 feet to the Northeast corner thereof; thence South along the East line of said Section 15, a distance of 1320.0 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the herein above described property lying within Sacramento County, California.

Parcel Two:

That certain real property in the County of El Dorado, State of California, known as the MALBY RANCH, and more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of Section 26, Township 9 North, Range 8 East, M.D.B.&M., and running thence West 521.00 feet to the Easterly line of the Placerville branch of the Southern Pacific Railroad, thence along said Easterly right of way line the following courses and distances: North 33° 06' West 256.60 feet, North 37° 46' West 352.90 feet, North 38° 27' West 1785.50 feet, North 48° 43' West 453.60 feet, North 62° 00' West 290.60 feet, thence North 3° 52' West 5549.00 feet to the North line of Section 23, Township 9 North, Range 8 East, M.D.B.&M., thence along said North line South 89° 45' East 1641.00 feet to the Northeast corner of the West half of the North east quarter of said Section 23, thence along the East line of the West half of the Northeast quarter of said Section 23 South 2503.00 feet to the Southeast corner thereof thence along the South line of the Northeast quarter of Section 23 South 89° 33' East 1326.50 feet to the Southeast corner of the Northeast quarter of said Section 23, thence along the East line of said Sections 23 and 26 South 0° 05' West 5244.20 feet to the point of beginning.

Assessors Parcel No.: 108-050-02  
108-040-12  
108-040-07  
108-040-04

EXHIBIT "A-2"

All that real property situated in the County of El Dorado, State of California described as follows:

ALL THAT PROPERTY LOCATED IN SECTIONS 11, 14 AND 15 IN TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.; THENCE FROM SAID POINT OF BEGINNING, NORTH  $00^{\circ}38'28''$  WEST 1316.67 FEET; THENCE SOUTH  $88^{\circ}19'58''$  WEST 375.64 FEET; THENCE NORTH  $18^{\circ}06'38''$  WEST 828.34 FEET TO THE POINT IN THE CENTER OF WHITE ROCK ROAD AND ALONG A CURVE TO THE RIGHT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $31^{\circ}19'12''$  EAST 181.21 FEET; THENCE ALONG A CURVE TO THE LEFT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $29^{\circ}25'33''$  EAST 250.30 FEET; THENCE NORTH  $22^{\circ}01'30''$  EAST 2695.50 FEET; THENCE ALONG A CURVE TO THE RIGHT OF RADIUS 400.00 FEET WHOSE CHORD BEARS NORTH  $34^{\circ}25'38''$  EAST 171.82 FEET; THENCE NORTH  $46^{\circ}50'00''$  EAST 768.15; THENCE, LEAVING THE CENTERLINE OF WHITE ROCK ROAD, SOUTH  $00^{\circ}54'57''$  EAST 2985.70 FEET; THENCE SOUTH  $00^{\circ}43'58''$  EAST 2633.83 FEET; THENCE SOUTH  $89^{\circ}26'35''$  WEST 1319.23 FEET TO THE POINT OF BEGINNING.

A.P. NUMBER(S): 108-040-0410 AND 108-040-0610

**EXHIBIT B**  
**CARSON CREEK SPECIFIC PLAN**  
**PUBLIC FACILITIES FINANCING PLAN**

CARSON CREEK SPECIFIC PLAN  
 PUBLIC FACILITIES FINANCING PLAN  
 EXHIBIT 'B'

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D. A more specific description of the setting and the program for providing infrastructure and facilities is provided under each topic description below. The discussion of the infrastructure needs of the Specific Plan is logically broken into two significant phases. Phase 1 of the Specific Plan consists of that portion of the Plan known as the Euer Ranch for which a vesting-tentative map was approved concurrently with the Specific Plan. Phase 2 consists of the balance of the Specific Plan for which subdivision maps will be submitted in the future. It is anticipated that Phase 2 shall be developed with a series of subdivision maps submitted as market demands dictate.

### III. WATER

EID is the water purveyor for the entire western slope of El Dorado County. Phase 1 of the Specific Plan is within the EID service district and within the existing Assessment District No. 3 ("AD-3"). Phase 2 is not within EID's boundaries and annexation into EID will be required prior to the further development of that portion of the Plan. An application is currently pending before the El Dorado County Local Agency Commission for the annexation of Phase 2.

#### A. Phase 1

1. AD-3 was formed in 1984 for the purpose of financing the initial improvements needed for the development of the entire El Dorado Hills area. The initial improvements, including the first phase of the El Dorado Hills Water Treatment Plant and various transmission facilities, were financed through the sale of bonds. The balance of the improvements within AD-3 have been financed through the collection of surcharged hook-up fees within AD-3. The lands within AD-3, including the lands constituting Phase 1, have paid annual assessments based on projected unit densities on the land. These projected densities were used to calculate the size of the facilities within AD-3 and equivalent dwelling units ("EDUs") of capacity were allocated to each of the properties participating in AD-3 based on those projected densities. Phase 1 currently has an allocation of 300 EDUs of capacity from AD-3. Since Phase 1 in its current configuration requires 531 EDUs, additional EDUs are required for its development. Application has been made to EID for the transfer of additional EDUs through the process established pursuant to EID Resolution 91-50 and other relevant policies of EID for such transfers.

2. Preliminary investigation conducted as part of the preparation of the Specific Plan shows that the existing facilities which serve the Specific Plan area are currently adequate to serve Phase 1. The landowners have previously obtained a Facility Improvement Letter ("FIL") from EID confirming the existence of adequate facilities in the EID system,

improvement which is not scheduled in the CIP to be constructed in the time frame necessary to mitigate the impacts of the tentative map, the tentative map shall be conditioned to require the construction. The developer may then be required to construct the identified improvement, provided that, the developer making the improvements will be entitled to reimbursement either through cash payment from funds received from RIF fees or through full or partial credits against RIF fees payable from development within the Specific Plan. The timing and extent of such reimbursement or credit shall be set forth in a reimbursement agreement between the constructing developer and the County.

3. White Rock Road Improvements. The tentative map for Phase 1 of the Specific Plan was approved concurrently with the approval of the Specific Plan and calls for the construction of one-half of the ultimate improvements on White Rock Road as it fronts the subdivision. The developer constructing the road shall be entitled to reimbursement or a credit against RIF fees to the extent that the improvements exceeds the needs created by the subdivision.

4. State Highway Traffic Impact Fee. In addition to the RIF fees the development of the Specific Plan will be subject to the payment of the County's State Highway Traffic Impact Fee ("TIM Fee") which is collected for the purpose of providing improvements to the State Highway system within El Dorado County. The TIM Fee shall be used to finance improvement to State Highway 50, and other State routes within the County, to accommodate the cumulative traffic resulting from development of not only the Specific Plan but other development within the County.

5. Offsite Road Improvement Costs. At the current level of the RIF fees and TIM fees the Specific Plan area shall pay approximately \$9,137,260 into the RIF fund and \$5,660,450 into the TIM fund which is sufficient to fund the project related costs of providing offsite road improvements serving the Specific Plan.

6. Onsite Roads. All onsite roads within the Specific Plan will be financed through direct developer financing or through community facilities district(s) or traditional assessment districts which shall be determined at the time of recording a final map for any phase of the project. The precise timing of the construction of the major circulation elements within the Specific Plan will be determined prior to the approval of tentative maps which shall be accompanied by traffic studies, as set forth above. Based on the conclusions of the traffic study each tentative map will contain conditions setting forth the extent of road improvements required for the development of that portion of the Specific Plan. It is anticipated that a

public financing district will be initially formed for the purpose of creating the backbone circulation system in the initial phase of the development. The balance of the road network including the subdivision streets serving individual parcels will be constructed as part of the development of the residential neighborhoods of which they are a part. The approval of each phase of circulation improvements shall be approved by the County Department of Transportation and the El Dorado Hills Fire Department to ensure adequate and safe circulation throughout development.

7. Roadway Dedication. All roadways shall be offered for dedication to the County upon the recordation of final subdivision maps. Upon completion of the construction of the roadways, the County or other appropriate entity, such as a homeowners association, shall be responsible for maintenance of such roads.

## VI. OPEN SPACE AND PARKS

### A. Open Space.

1. Public Open Space. The Specific Plan identifies approximately 142.8 acres of lands as public open space. This open space is planned for the preservation and enhancement of significant natural habitat features primarily associated with the Carson Creek corridor, hiking and biking trails and recreational uses throughout the Specific Plan. The areas designated open space shall be ultimately dedicated to a public agency or conveyed to a master homeowners association formed within the Specific Plan area for perpetual maintenance and preservation. The precise timing of dedication or conveyance shall be determined subsequent to the issuance of all necessary wetlands permits for the development of the Specific Plan to ensure compliance with any conditions imposed on those permits.

2. Open Space Management Plan. Prior to the recordation of the first final map within the Specific Plan, the developer shall prepare an Open Space Management Plan which shall describe the allowable uses within open space areas and periodic maintenance required. In addition, the Open Space Management Plan shall contain a Wild Fire Management Plan. The Open Space Management Plan shall be approved by the entity designated for open space maintenance. The Wild Fire Management Plan shall be reviewed by the El Dorado Hills Fire Department and other appropriate fire protection agencies.

3. Trails. As a condition of subdivision maps adjacent to open space areas, hiking and bicycle trails shall be constructed within the open space areas. These shall be constructed at the expense of the developers. In the event a mitigation fee is adopted which includes funding for trail construction, the developers shall be entitled to reimbursement, or

appropriate credits, against such fees for the cost of trail construction. These trails shall be constructed so as to not negatively impact the habitat or preservation values of adjacent open space areas.

4. Landscaping and Lighting District. A Landscaping and Lighting District, or other appropriate funding mechanism, shall be formed by landowners for the purpose of providing funding for the perpetual maintenance of the open space area in the event the open space is dedicated to a public agency. If the open space is not dedicated to a public agency the maintenance shall be financed through the assessment of homeowners association dues. In that event the Landscaping and Lighting District will remain in place, but unfunded, as a backup financing mechanism.

## B. Parks.

1. Dedication Requirements. The landowners and developers shall convey to the appropriate agency or entity park acreage sufficient to comply with the requirement of the General Plan (5 acres per 1000 population, based on 3.3 persons per household). The precise location and size of the parks shall be determined at the time of approval of tentative maps for the area wherein the park site is located. Pursuant to agreement between the landowner and the entity designated as the maintenance entity for parks, fees may be paid in lieu of land dedication to satisfy the General Plan requirements, provided that such fees shall be used to serve the park needs of the residents of the Specific Plan area.

2. Maintenance Entity. Maintenance of parklands within the Specific Plan shall be performed by either a governmental entity such as a community services district or through the use of a private homeowners association formed by the landowners. In order to ensure that parks are available to the general public and maintenance is funded on an equitable basis it is preferable that maintenance be performed by a governmental entity. The Specific Plan may be annexed into an existing community services district or form a new district to serve the Specific Plan area.

3. Park Financing. It is anticipated that the financing for the development of park facilities on the identified sites shall come from park "in lieu" or development fees collected at the time of building permit issuance. This will be done in conjunction with the maintenance entity for parks. The landowner or its successors may elect to fund park development through the use of a community facilities district or an assessment district which will result in credits against park "in lieu" fees or development fees otherwise chargeable at building permit issuance. Ongoing maintenance for the active park sites shall be provided through the use of a Landscaping and Lighting District, a County Service Area, special benefit or tax, or general

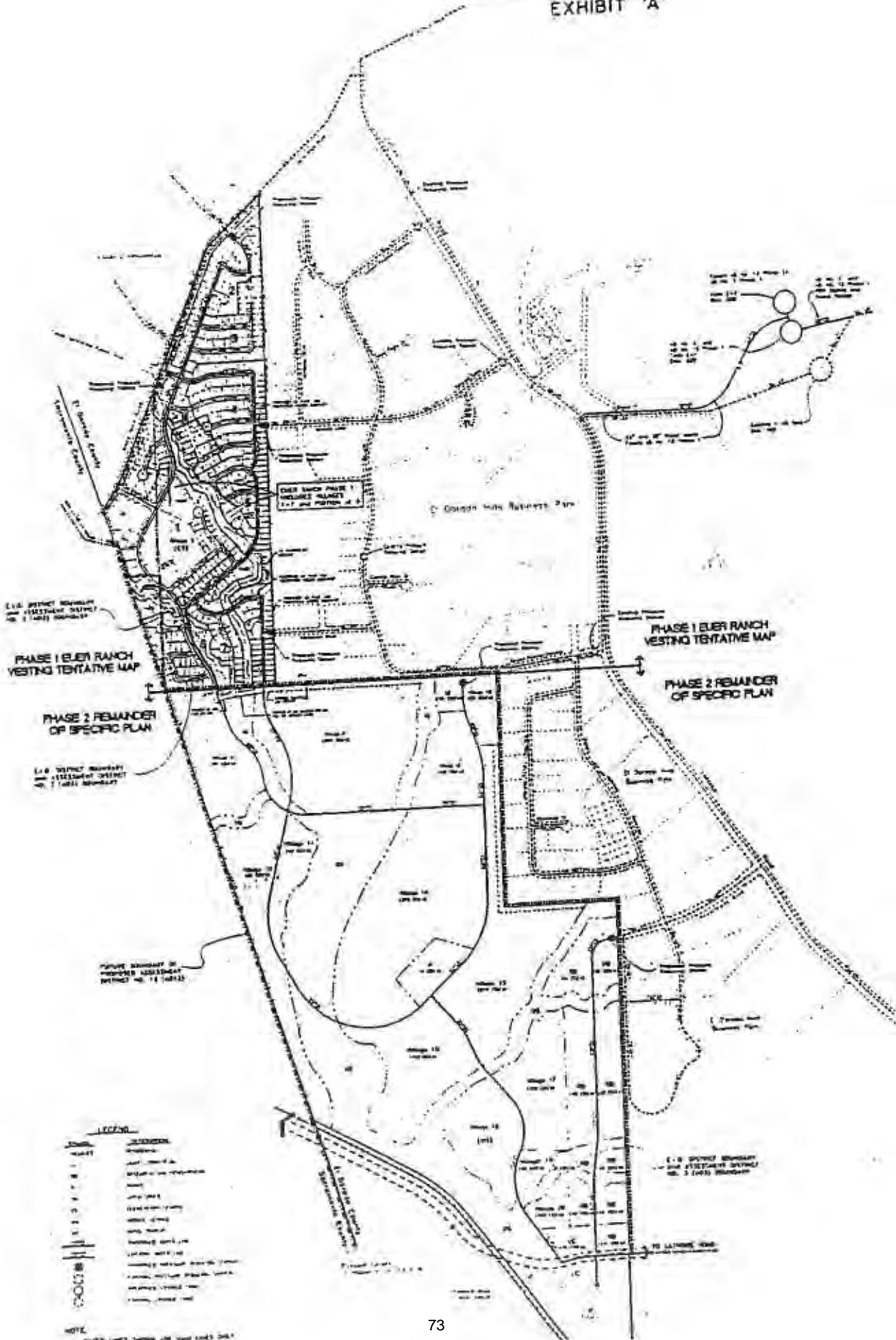
property tax revenues if maintenance is performed by a governmental agency or through the collection of homeowners association fees if maintenance is performed privately.

## VII. SCHOOLS

1. School District. The Specific Plan area is entirely within the Latrobe School District, providing school facilities for grades K through 8, and the El Dorado Union High School District, providing high school facilities, grades 9 through 12.
2. School Facilities. Currently the Latrobe School District maintains two school facilities, the Miller Hill School and the Latrobe School both of which are at, or near, capacity. As a result, the development of the Specific Plan will immediately result in a need for additional facilities to serve the students expected to be generated from the Specific Plan area. The landowners and the Latrobe School District have entered into an agreement entitled, "*Agreement Between the Latrobe School District, the El Dorado Union High School District, Angelo Tsakopoulos, AKT Mosher Partners, the Moshers, and the Euers*", dated September 24, 1996, (the "School Agreement") the terms of which are hereby incorporated by this reference. The School Agreement sets forth the specific obligations of the developers of the Specific Plan for the provision of school facilities. The agreement may be amended from time to time by the parties thereto. The details and schedule for the provision of school facilities for Phase Two of the Specific Plan will be part of a subsequent agreement between the landowners and School District upon the submission of tentative maps within Phase Two.

# MASTER WATER SYSTEM

## EXHIBIT 'A'



**EXHIBIT "A-1"**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER WATER PLAN**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

PHASE	SITE SPECIFIC IMPROVEMENTS			OFF-SITE IMPROVEMENTS		
	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Ever Ranch - Phase 1	On-Site Water Infrastructure	\$1,458,946.00	Developer Financing or Community Facilities District or Assessment District	No Off-Sites		
Remainder of Carson Creek Specific Plan - Phase 2	On-Site Water Infrastructure	\$7,145,264.00	Developer Financing or Community Facilities District or Assessment District	Tank E1 and Transmission Mains	\$1,174,500.00	AD No. 3 and AD No. 12
<b>TOTAL PHASES 1 &amp; 2</b>		<b>\$8,604,210.00</b>			<b>\$1,174,500.00</b>	



**EXHIBIT "B-1"**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER WASTEWATER PLAN**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

PHASE	SITE SPECIFIC IMPROVEMENTS			OFF-SITE IMPROVEMENTS		
	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Euer Ranch - Phase 1	On-Site Wastewater Infrastructure	\$1,368,235.00	Developer Financing or Community Facilities District or Assessment District	Connections and Modifications to the Existing Lift Stations	\$29,700.00	Developer Financing or Community Facilities District or Assessment District
Remainder of Carson Creek Specific Plan - Phase 2	On-Site Wastewater Infrastructure	\$6,846,456.00	Developer Financing or Community Facilities District or Assessment District	Construction of a 5.3 MGD Lift Station and 16" Force Main	\$4,002,000.00	AD No. 12
<b>TOTAL PHASES 1 &amp; 2</b>		<b>\$8,214,691.00</b>			<b>\$4,031,700.00</b>	



**EXHIBIT "C-1"**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER ROAD IMPROVEMENTS**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

PHASE	SITE SPECIFIC IMPROVEMENTS			OFF-SITE IMPROVEMENTS		
	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Euer Ranch - Phase 1	On-Site Road and Grading Improvements	\$6,337,614.00	Developer Financing or Community Facilities District or Assessment District	See Exhibit C-1 (Sheet 2)		
Remainder of Carson Creek Specific Plan - Phase 2	On-Site Road and Grading Improvements	\$31,038,786.00	Developer Financing or Community Facilities District or Assessment District	See Exhibit C-1 (Sheet 2)		
<b>TOTAL PHASES 1 &amp; 2</b>		<b>\$37,376,400.00</b>				

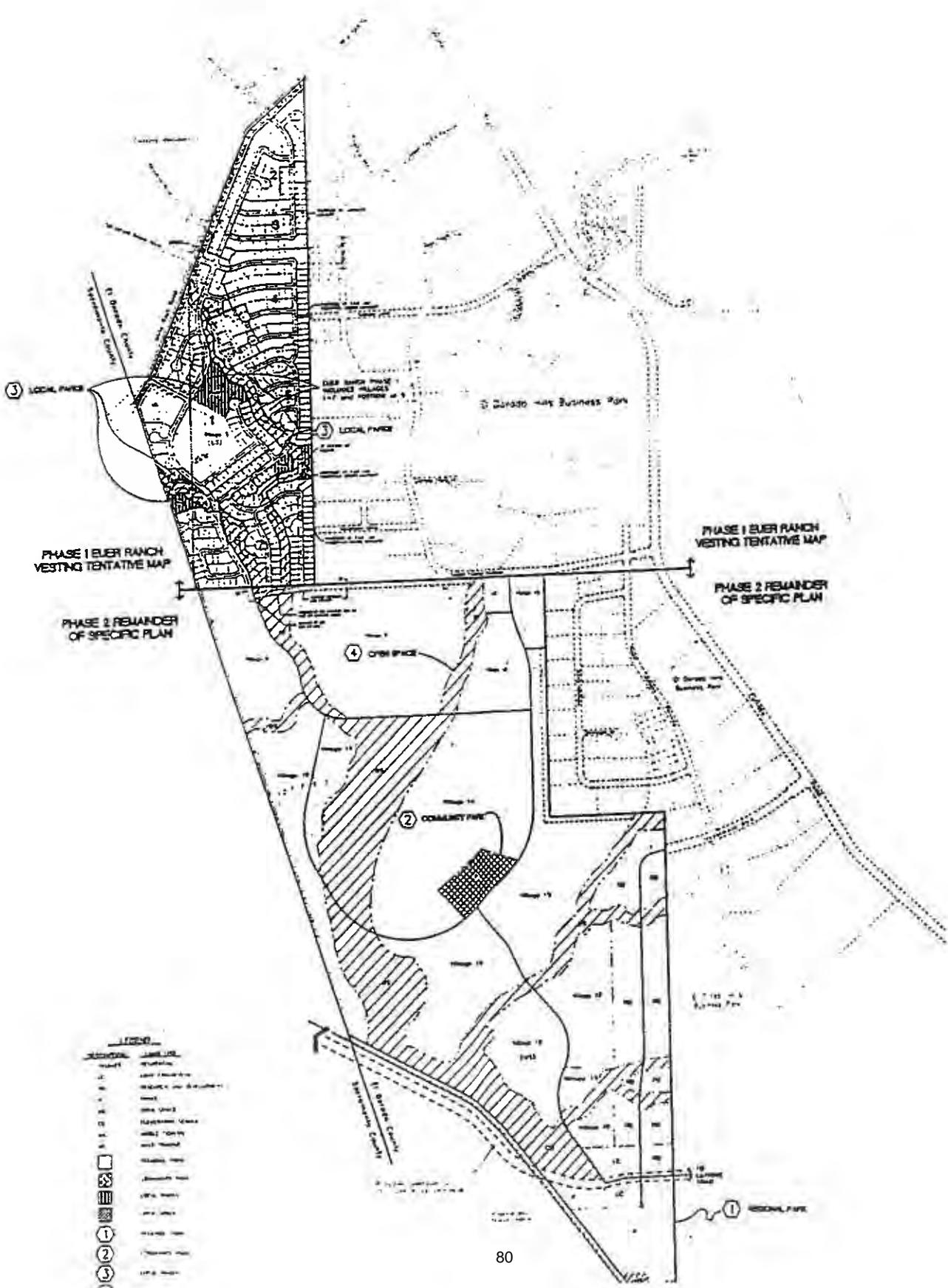
**EXHIBIT "C-1"**  
**OFF-SITE IMPROVEMENTS**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER ROAD IMPROVEMENTS**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Latrobe Road Widening from White Rock Road to US Hwy. 50 Eastbound Ramps	Completed	R.I.F.
US Hwy. 50 Widening	Undetermined	T.I.M.
El Dorado Hills Boulevard/Latrobe Road Interchange	Completed	R.I.F.
White Rock Road/Latrobe Road Intersection	Partially Completed	R.I.F.
Latrobe Road/Golden Foothill Parkway North Intersection	\$300,000	1998 Updated R.I.F.
Latrobe Road/Golden Foothill Parkway South Intersection	\$300,000	1998 Updated R.I.F.
Latrobe Road/Investment Boulevard Intersection	\$300,000	1998 Updated R.I.F.
White Rock Road/"A" Drive Intersection	\$300,000	1998 Updated R.I.F.
1/2 Width Frontage White Rock Road	\$979,275	R.I.F.

# MASTER OPEN SPACE and PARK IMPROVEMENTS

## EXHIBIT 'D'

NOTE:  
 This map is intended to be used in conjunction with the  
 Master Open Space and Park Improvements Plan, and should  
 not be used as a basis for any other planning or  
 development work.



SYMBOL	DESCRIPTION
(1)	LOCAL PARK
(2)	COMMUNITY PARK
(3)	OPEN SPACE
(4)	ELER RANCH COMMUNITY CENTER
(5)	ELER RANCH BUSINESS PARK
(6)	ELER RANCH COMMUNITY CENTER
(7)	ELER RANCH COMMUNITY CENTER
(8)	ELER RANCH COMMUNITY CENTER
(9)	ELER RANCH COMMUNITY CENTER
(10)	ELER RANCH COMMUNITY CENTER
(11)	ELER RANCH COMMUNITY CENTER
(12)	ELER RANCH COMMUNITY CENTER
(13)	ELER RANCH COMMUNITY CENTER
(14)	ELER RANCH COMMUNITY CENTER
(15)	ELER RANCH COMMUNITY CENTER
(16)	ELER RANCH COMMUNITY CENTER
(17)	ELER RANCH COMMUNITY CENTER
(18)	ELER RANCH COMMUNITY CENTER
(19)	ELER RANCH COMMUNITY CENTER
(20)	ELER RANCH COMMUNITY CENTER

**TM04-1391** – As approved by the Planning Commission February 14, 2008

**TM04-1391-R** As amended and approved by the Planning Director on January 31, 2014

**TM04-1391R-2** As amended and approved by the Planning Director on August 6, 2014

## **Findings**

### **1.0 CEQA FINDING**

- 1.1 The project is a residential project and a part of an adopted Carson Creek Specific Plan, subject to the certified Environmental Impact Report (EIR) and mitigation measures in the Mitigation Monitoring Reporting Program. No impacts have been identified which were not discussed and mitigated in the EIR. Specific mitigation measures (noise impacts) have been incorporated which would reduce the impacts to less than significant level. Therefore, the project is deemed exempt from the requirements of CEQA pursuant to Section 15162. No further environmental analysis is necessary.

Off-site improvements associated with the project that were not specifically evaluated in the EIR include water line extension, road striping, and construction of lane tapers. These activities would take place within an existing right-of-way (Golden Foothill Parkway and Carson Crossing Drive), in accordance with the applicable requirements of the project, and corresponding agency standards. Staff has determined that these changes would not result in new environmental impacts. Therefore, these activities are deemed Categorical Exempt under Section 15303d (New Construction or Conversion of Small Structures) of CEQA.

- 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 Development Services Department - Planning Services at 2850 Fairlane Court, Placerville, CA, 95667.

### **2.0 ADMINISTRATIVE FINDINGS**

#### **2.1 El Dorado County General Plan**

The El Dorado County General Plan designates the subject site as Adopted Plan (AP), a description in reference to areas where Specific Plans have been designated and adopted within and by the County. The specific plan and the respective land use maps are accepted and incorporated by reference and are hereby adopted as the General Plan Land Use map for the project area. The proposed minor amendment to the specific plan, tentative map and deviation from standards have been verified for conformance with the applicable policies of the General Plan, specific policies in the Carson Creek Specific Plan, provisions of the Settlement Agreement, and mitigation measures in Environmental Impact Report. Therefore, the project is consistent with the General Plan.

## 2.2 Carson Creek Specific Plan

The project has been verified for conformance with the specific policies and requirements of the Carson Creek Specific Plan and provisions of the Settlement Agreement including phasing, density, design, amenities, preservation of natural features and utilities. The proposed minor amendments to the Specific Plan have been determined to meet the intent of the applicable policies. Implementation of the project shall be subject to required permits prior to any activity, in conformance with all applicable original and new conditions of approval and mitigation measures imposed on the project. Therefore, the project has been found to be consistent with the Carson Creek Specific Plan.

## 2.3 Zoning

The anticipated project development shall conform to the applicable standards set forth in the Specific Plan. Specifically, the residential subdivision has been designed and verified in accordance with the development and zone standards under Single-Family Residential (SFR-6) and Single-Family High Density (SFHD) of the specific plan. Therefore, the project has been found to be consistent with the Zone Standards in the Carson Creek Specific Plan.

## 2.4 Subdivision Ordinance

- 2.4.1 That the proposed map is consistent with applicable general and specific plans;

*The proposed project has been verified for conformance with applicable General Plan and Carson Creek Specific Policies including provisions relating to density, design, development standards, and amenities. The anticipated development shall be subject further conformance with the approved Conditions of Approval and Mitigation Measures. Therefore, the project has been found to be consistent with the applicable El Dorado County General Plan and Carson Creek Specific Plan.*

- 2.4.2 That the design or improvement of the proposed division is consistent with applicable general and specific plans;

*The design and improvement of the subdivision has been designed in conformance with the identified residential land use requirements in the Specific Plan. Subsequent improvement plans, grading plans and other permit shall be further reviewed in accordance with the applicable County standards and recommended conditions of approval/mitigation measures for this project. Therefore, the project has been found to be consistent with the applicable El Dorado County General Plan and Carson Creek Specific Plan design and improvements.*

2.4.3 That the site is physically suitable for the type of development; and

2.4.4 That the site is physically suitable for the proposed density of development;

*The site is physically suitable to accommodate the proposed density and improvements for Carson Creek Phase 2, Unit 1 residential subdivision. The site contains mild rolling hills with sparse tree coverage. The tributaries within the project site shall be preserved and incorporated as part of the subdivision design, in accordance with the Specific plan. Prior to any activity, the anticipated development would require various permit and plan approval, subject to review for consistency with the conditions of approval for the project.*

2.4.5 That the design of the division or the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat;

*Development of the subdivision would be subject to the applicable provisions of the Carson Creek Specific Plan, and the required mitigation measures originally evaluated under the certified Environmental Impact Report (EIR) for the Carson Creek Specific Plan. Off-site improvements associated with the project are not anticipated to have any significant environmental impacts and shall be further verified by the affected agency. Therefore, the project would have less than significant environmental impact, subject to the conditions of approval and mitigation measures imposed on the project.*

2.4.6 That the design of the division or the type of improvements would not cause serious public health hazards;

*The proposed development has been designed and conditioned to ensure no serious public hazard would occur. In accordance with the Carson Creek Specific Plan, the design and improvements would involve a controlled internal road systems, public utility services, on- and off-site amenities, and emergency vehicular access. Development of the project would be subject to improvement plans and permits verifying construction of utilities for water, sewer, power, drainage and roads in accordance with the Specific Plan and the adopted EIR for the Plan.*

2.4.7 That the design of the division or the improvements is suitable to allow for compliance of the requirements of section 4291 of the Public Resources Code;

*The development is subject to the applicable Specific Plan policies involving site design and maintenance of open areas susceptible to brush fires. Further, the subdivision is subject to specific project conditions from the El Dorado Hills Fire Department regarding location of hydrant, construction of non-combustible fencing material, preparation and submittal of a Wildfire Management Plan, and establishing emergency vehicle access.*

*Therefore the proposed subdivision conforms to the requirements of Section 4291 of the Public Resource Code;*

- 2.4.8 That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection the approving authority may approve a map if it finds that alternate easements for access or for use will be provided and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. (Ord. 3805 §15, 1988: prior code §9702)

*Coupled with imposed project conditions, necessary utility and right-of-way easements for the project are appropriately depicted on the submitted plans and shall be further verified for any conflicts by the County Surveyor's Office at the time of filing and approval of the final map for any portions of the approved tentative map.*

## **2.5 Design Waiver**

**Design Waiver 1** - Construction of Carson Crossing Drive encroachment onto Golden Foothill Parkway based Standard Plan 103E without the 100' foot tapers;

- 2.5.1 There are special conditions or circumstances peculiar to the property proposed to be divided which would justify the adjustment or waiver.

*The alignment of Carson Crossing Drive at its intersection with Golden Foothill Parkway does not have adequate area to accommodate the 100' foot tapers. In addition, the project Settlement Agreement states the project will minimize impervious surfaces such as roadway pavement to the extent practicable.*

- 2.5.2 Strict application of the design or improvement requirements of this article would cause extraordinary and unnecessary hardship in developing the property.

*The strict application of the design standards require acquisition of adjacent land currently owned by others in order to construct the tapers resulting in an unnecessary hardship in developing the property.*

- 2.5.3 The adjustment or waiver would not be injurious to adjacent properties or detrimental to health, safety, convenience, and welfare of the public.

*The design waiver proposes improvements consistent with the County standards and therefore would not be injurious to adjacent properties or detrimental to the health, safety,*

*convenience or welfare of the public. The existing road section provides adequate area for acceleration and deceleration to accommodate turning movements.*

- 2.5.4 The waiver would not have the effect of nullifying the objectives of this article or any other law or ordinance applicable to the subdivision.

*The proposed improvements meet existing County standards , the requirements of the Carson Creek Specific Plan, and are consistent with the policies of the 2004 General Plan, and therefore would not have the effect of nullifying the objectives of Article II of Chapter 16 of the County Code or other ordinance.*

**Design Waiver 2** - To construct all proposed encroachments onto Carson Crossing Drive to Standard Plan 103D without the 100' tapers.

- 2.5.5 There are special conditions or circumstances peculiar to the property proposed to be divided which would justify the adjustment or waiver.

*The provision of tapers at encroachments onto Carson Crossing Drive would interfere with roadside ditches. In addition, the project Settlement Agreement states the project will minimize impervious surfaces such as roadway pavement to the extent practicable.*

- 2.5.6 Strict application of the design or improvement requirements of this article would cause extraordinary and unnecessary hardship in developing the property.

*The strict application of the design standard results in unnecessary impacts to roadside ditches with potential environmental impacts that would have been otherwise avoided.*

- 2.5.7 The adjustment or waiver would not be injurious to adjacent properties or detrimental to health, safety, convenience, and welfare of the public.

*The provision of stop signs at the proposed encroachments slows traffic thereby reducing the need for tapers and therefore, the design waiver would not be injurious to adjacent properties or detrimental to the health, safety, convenience or welfare of the public. The proposed 18' road section provides adequate area for acceleration and deceleration to accommodate turning movements.*

- 2.5.8 The waiver would not have the effect of nullifying the objectives of this article or any other law or ordinance applicable to the subdivision.

*The proposed improvements meet existing County standards , the requirements of the Carson Creek Specific Plan, and are consistent with the policies of the 2004 General Plan, and therefore would not have the effect of nullifying the objectives of Article II of Chapter 16 of the County Code or other ordinance.*

### 3.0 Findings for Substantial Conformance to Approved Tentative Map

*The Planning Director has determined that the revised tentative map for Carson Creek Phase 2, Unit 1 substantially conforms to the originally approved tentative with regards to the design, density, and configuration and is hereby approved subject to the original conditions of approval as edited below for the revised map. (August 6, 2014)*

#### Conditions

1. ~~The Minor Amendment to the Carson Creek Specific Plan, Tentative Subdivision Map, and Design Waivers are based upon and limited to compliance with the project description, the Planning Commission hearing exhibits marked Exhibits K through T 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:~~
  - A) ~~Large Lot Tentative Subdivision Map (Phase 0) of 553 acres site creating 26 lots for financing and phasing purposes, ranging from 0.5 acres to 150 acres in size;~~
  - B) ~~Small Lot Tentative Subdivision Map (Carson Creek Phase 2, Unit 1) of Large Lots 3-7 (Village 8) and Lots 1 and 2 (Village 6B) from 95.2 acre site to create a Class 1 residential subdivision encompassing a total of 302 residential lots ranging from 4,725 square feet to 14,850 square feet, 18 landscape lots, four open space lots, two private in tract road lots, and one utility lot (pump station);~~
  - C) ~~Minor Amendment to the Carson Creek Specific Plan consisting of the following modifications:
    - 1) ~~Re-alignment of major residential collector (Carson Crossing Drive);~~
    - 2) ~~Increase of Right-of-Way for residential collector (Carson Crossing Drive) from 60 feet to 80 feet;~~~~
  - D) ~~A request for Design Waiver(s) of the following El Dorado County Design and Improvement Standard Manual (DISM) road standards:
    - 1) ~~Construction of Carson Crossing Drive encroachment onto Golden Foothill Parkway based Standard Plan 103E without the 100-foot tapers; and~~
    - 2) ~~Construction of all proposed encroachments onto Carson Crossing Drive based on Standard Plan 103D without the 100-foot tapers.~~~~

The Substantial Conformance review of the revised Carson Creek Phase 2, Unit 1 Tentative Map is based upon and limited to compliance with the project description for the revised map, Exhibit A attached in the Planning Director Approval Letter (dated January 31, 2014), 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:

The revised Carson Creek Phase 2 Unit 1 Tentative Map consists of:

- Reduced lot count within Village 8 portion of the subdivision from 255 to 238 residential lots;
- Re-classified the large lots as shown on Phase 0 of the Large Lot Map; and
- Reduced original tentative map approval of 302 residential lots to 285 lots

The Substantial Conformance review of the second revised Carson Creek Phase 2, Unit 1 Tentative Map is based upon and limited to compliance with the project description for the revised map, Exhibit A attached in the Planning Director Approval Letter (dated August 11, 2014), 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:

- 1) **Modified open space Lot M and extended the lot lines of Lot 70 to lot 99 to the north boundary;**
- 2) **Eliminate Lot L;**
- 3) **Eliminate Lots U, S, T and Q (Lot T adjacent to Lot 265 remains as shown);**
- 4) **Modify Lot N;**
- 5) **Expand Open Space Lot A to include the rears of Lot 4 through 8; and**
- 6) **Modify Lot 277, 278, 279, and 280 to increase Lot Z for landscaping from the existing 11 feet including sidewalk to 16 feet (+/-)**

**Note: The total lot count remains unchanged. The approved roadway configuration remains the same.**

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 (such as Landscape and Tree Protection Plans) must be submitted for review and approval and shall be implemented as approved by the County.

## **Planning Services**

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 California Government Code.

The applicant 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.

3. Prior to issuance of building permit, the applicant shall remit payment of any outstanding fees as detailed and required in the *Agreement for Payment of Processing Fees* authorized for this project.
4. Prior to approval of Final Map for any portion of the proposed tentative map, the applicant shall provide written statement justifying the project's consistency with the mitigation measures in the adopted Mitigation Monitoring Reporting Program for Carson Creek Specific Plan. The documentation shall be provided to and reviewed by the Development Services-Planning Division and, as needed, shall consult and verify with the affected agency
5. As a condition of approval of all tentative maps, a minimum 6-foot-tall wood or other solid fence shall be required to be constructed for all parcels adjacent to the boundaries of the Specific Plan. Materials may be specified through the revised acoustical analysis for the project.
6. An open space management plan shall be prepared by the developer, subject to review and approval by the El Dorado Hills CSD. The plan shall include wild fire management plans for the
7. A financing mechanism or mechanisms, such as a Landscaping and Lighting District (LLAD) for development and maintenance of parks, and for maintenance of open space, landscaping, lighting, fencing, trails, walkways, corridors, signage, sound walls, entry monuments, and other common or public areas shall be determined prior to approval of the final map: Improvement plans for the above referenced items will be submitted to the El Dorado Hills Community Services District (EDHCSD) for approval, and the financing mechanisms shall be in place prior to issuance of building permits (section 5.2 of the Carson Creek Specific Plan). Upon annexation of this project into the EDHGSD; the Carson Creek Specific Plan area shall be subject to the adopted park impact fee imposed

for new development within the EDHCSD boundary and will be paid by the developer at the time a building permit is issued.

8. As a condition of approval of all tentative maps, a wood or other solid fence, at least six feet in height, will be constructed by the developer for all residential lots adjacent to the boundaries of the Specific Plan:

Agricultural fencing per County Resolution No. 98A-90 shall be required along the Sacramento/El Dorado County line in any location not adjacent to a residential lot/parcel.

The CC&Rs will specify the fence design approval process. Fence design will be as approved by the El Dorado Hills Community Services District and the appropriate design review committee.

The developer will provide a funding mechanism, such as a homeowners association or a Landscaping and Lighting District, for the maintenance of fencing adjacent to open space.

9. The developer will be required to provide water meters for all residential lots, parks, landscaped corridors, and open space parcels. (Costs of water meters for parks may or may not be a credit to developer pending negotiations with EDHCSD Board of Directors)
10. The filing of tentative map and recording of the final map shall establish the appropriate zoning.

**The following are Mitigation Measures from the EIR:**

11. Golden Foothills Parkway at Carson Creek
  - a) Use native plan species as the majority of those planted in the proposed 30-foot greenbelt to maximize a compatible visual relationship with the surrounding natural terrain and vegetation.
  - b) Require use of natural colored roof materials in project developments to maximize consistency with the surrounding natural environment and to minimize stark visual contrasts.
  - c) Use natural components in fencing materials (e.g., wood, stone, and brick) in developments along Carson Creek to enhance visual compatibility with the natural surroundings of the site.
  - d) Use natural components in pedestrian trail features (e.g., fences, trail materials) to enhance visual compatibility with the natural surroundings of the site.

- e) Retain unobstructed views of Carson Creek from locations along Golden Foothills Parkway.

12. Phase II (Facilities Phase) Construction Emissions

- a) Low emission mobile construction equipment shall be used (e.g., tractor, scraper, dozer, etc.)
- b) Construction equipment engines shall be maintained in proper operating condition.
- c) Low-emission stationary construction equipment shall be used,
- d) A trip reduction plan shall be developed and implemented to achieve 1.5 average vehicle occupancy (AVO) for construction employees.
- e) Construction activity management techniques, such as extending construction period, reducing number of pieces used simultaneously, increasing distance between emission sources reducing or changing hours of construction, and scheduling activity during off-peak hours shall be developed and implemented.
- f) The project applicant shall comply with El Dorado County APCD Rule 224.
- g) The project applicant shall comply with El Dorado County APCD Rule 215.

13. Stationary Source Emissions

- a) The applicant shall incorporate energy-saving design features into future levels of project implementation as feasible and appropriate. The feasibility and appropriateness of each measure can best be determined at future, more-detailed levels of planning. These design features may include, but are not limited to, the following:
  - 1) Shade trees;
  - 2) Energy-efficient and automated air conditioners;
  - 3) Double-pane glass in all windows;
  - 4) Energy-efficient low-sodium parking lot lights;
  - 5) Adequate ventilation systems for enclosed parking facilities;
  - 6) Solar or low-emission water heaters;
  - 7) Energy-efficient lighting and lighting controls
  - 8) Central water heating systems;
- b) The applicant, future successors in interest or future homebuilders shall install only EPA-certified woodstoves and fire places.

14. Regional Mobile Source Emissions - The County shall coordinate with the Folsom, El Dorado, Cordova TMA to consider including the project site within the TMA's jurisdiction.
15. Short-Term Construction Noise - Construction activities shall be conducted in accordance with the County noise regulation or limited to the following hours and days: Between the hours of 7:00 a.m. and 5:00 p.m. on any weekday; Between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays; Prohibited on Sundays and holidays

At the time of the letting of the construction contract, it shall be demonstrated that engine noise from excavation equipment would be mitigated by keeping engine doors closed during equipment operation. For equipment that cannot be enclosed behind doors, lead curtains shall be used to attenuate noise.

**16. Increased Traffic Noise**

Where the development of a project could result in the exposure of noise-sensitive land uses to existing or projected future traffic noise levels in excess of the applicable County noise standards, the County shall require an acoustical analysis to be performed prior to the approval of such projects. Where acoustical analysis determines that the project would contribute to traffic noise levels in excess of applicable County noise standards at proposed on-site or planned future off-site noise sensitive uses, the County shall require the implementation of noise attenuation measures, such as setback, sound barrier walls, or noise berms, as necessary to reduce traffic noise levels at proposed noise sensitive uses to conform with the applicable County standards.

Notwithstanding the above condition, the following are additional recommended mitigation measures applicable to the specific noise impacts evaluated for this project.

Prior to Final Map approval, the applicant shall provide a copy of the following documents to Development Services- Planning Division:

- a) An updated Traffic Study evaluating and determining the accurate Average Daily Trips (ADT) vehicular volume along Carson Crossing Drive.
- b) Based on item a), the applicant shall provide an updated Acoustical Analysis affirming the applicable recommended noise measures identified in the analysis conducted by Bollard Acoustical Consultants, Inc dated September 17, 2007. Specifically, the analysis shall address the type, appropriate height, and location of the noise barrier along Carson Crossing Drive. The study shall analyze the required standard construction material rating necessary to substantially reduce the interior noise effects borne by the anticipated traffic on Carson Crossing Drive.

Planning Services staff shall review the acoustical study and determine if the appropriate changes have been made to the project to fully mitigate the noise impacts.

17. **Stationary Source Noise** - Where the development of a project could result in the exposure of on-site noise-sensitive land uses to projected on-site or off-site stationary source noise levels in excess of the applicable County noise standards the County shall require an acoustical analysis to be performed prior to the approval of such projects. Where acoustical analysis determines that stationary source noise levels would exceed applicable County noise standards at proposed on-site noise sensitive uses, the County shall require the implementation of noise attenuation measures, such as setbacks, sound barrier walls, or noise berms, as necessary to reduce stationary source noise levels at proposed noise sensitive uses to conform with the applicable County standards.

Notwithstanding the above condition, the following are additional recommended mitigation measure applicable to the specific impact identified for this project.

Prior to Final Map approval, the applicant shall provide a copy of the following documents to Development Services- Planning Division:

- a) An updated Acoustical Analysis affirming the applicable recommended noise measures identified in the analysis conducted by Bollard Acoustical Consultants, Inc dated September 17, 2007. Specifically, the study shall also analyze the appropriate noise barrier along the northern portion of the common property line adjacent to Aerometals Inc. necessary to substantially minimize the facility noise to less than significant level. Details of the barrier shall be reflected on the Improvement Plans for the proposed development. Planning Services staff shall review the acoustical study and determine if the appropriate changes have been made to the project to fully mitigate the noise impacts.
  - b) A draft copy of the disclosure statement detailing the potential operation impacts of the Aerometals Inc. facility to the future residents of the residential subdivision. The document shall be provided for review and approval by the Development Services-Planning Division. A proof of the final disclosure statement shall be provided prior to issuance of any residential building permit for any portion of the subdivision.
18. **Loss of Wetlands**
- a) Prior to issuance of a grading permit, a Stream Bed Alteration Agreement shall be obtained from CDFG, pursuant to §1600 of the California Fish and Game Code, for each stream crossing and any other activities affecting the bed, bank, or associated riparian vegetation of the stream. If required, the project applicant shall

coordinate with CDFG in developing appropriate mitigation, and shall abide by the conditions of any executed permits.

- b) Grading activities shall incorporate appropriate erosion control measures as provided in the El Dorado County Grading Ordinance. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control situation, and the potential discharge of pollutants into drainages.

19. Liquefaction

- a) The El Dorado County Department of Transportation (DOT) shall consult with the El Dorado County Planning Department during the grading permit approval process to ensure that earth resources impacts related to development in the Carson Creek Specific Plan area are sufficiently addressed.
- b) Prior to the approval of a grading permit for development in the Carson Creek drainage, the applicant shall submit to, and receive approval from, the El Dorado County Department of Transportation (DOT) a soils and geologic hazards report meeting the requirements for such reports provided in the El Dorado County Grading Ordinance. If proposed improvements to the Carson Creek drainage would be located in areas identified as susceptible to soils or geologic hazards, proposed improvements to the Carson Creek drainage shall be designed to prevent failure or damage due to such hazards.

20. Ground Staking

Prior to the issuance of building permits all structures shall be designed in accordance with the Uniform Building Code (UBC), Chapter 23. Although wood frame buildings of no t more, than two stories in height in unincorporated areas are exempt under the California Earthquake Protection Law, structures shall adhere to the design factors presented for UBC Zone 3, as a minimum; Final design standards shall be in accordance with 'the findings of detailed geologic and geotechnical analyses for proposed building sites.

Prior to the approval of subdivision maps in the vicinity of the Mormon Island Fault Zone, a ground acceleration analysis shall be conducted for the Mormon Island Fault Zone. All structures shall be designed in accordance with the ground acceleration analysis for the Mormon Island Fault Zone and the on-site ground accelerations anticipated form the Bear Mountains Fault Zone.

21. Topographic Alteration (Ground Stability & Erosion) Prior to the issuance of grading permits, grading design plans shall incorporate the findings of detailed geologic and

geotechnical investigations. These findings all include methods to control soil erosion and ground instability. Some potential methods include:

- a) Uncemented silty soils are prone to erosion. Cut slopes and drainage ways within native material shall be protected from direct exposure to water run off immediately following grading activities. Any cut or fill slopes and their appurtenant drainage facilities shall be designed in accordance with the El Dorado County Grading Ordinance and the Uniform Building Code guidelines. In general, soil slopes shall be no steeper than 2:1 (horizontal to vertical) unless authorized by the Geotechnical Engineer. Slope angles shall be designed to conform to the competence of the material into which they are excavated. Soil erosion and instability may be accelerated due to shearing associated with the Foothills Fault System, and/or Mormon Island Fault Zone.
- b) Drainage facilities shall be lined as necessary to prevent erosion of the site soils immediately following grading activities.
- c) During construction, trenches greater than 5 feet in depth shall be shored, sloped back at a 1:1 (horizontal to vertical) slope angle or reviewed for stability by the Geotechnical Engineer in accordance with the Occupational Safety and Health Administration regulations if personnel are to enter the excavations.
- d) Surface soils may be subject to erosion when excavated and exposed to weathering. Erosion control measures shall be implemented during and after construction ~to conform With National Pollution Discharge Elimination System, Storm Drain Standards and El Dorado County Standards.
- e) Rainfall shall be collected and channeled into an appropriate collection system designed to receive the runoff, minimize erosion and convey the runoff off-site. Conduits intended to convey drainage water off-site shall be protected with energy dissipating devices as appropriate, and in some areas potentially lined with an impermeable, impact proof material.
- f) Parking facilities, roadway surfaces, and buildings all have impervious surfaces which concentrate runoff and artificially change existing drainage conditions. Collection systems shall be designed where possible to divert natural drainage away from these structures, to collect water concentrated by these surfaces and to convey water away from the Site in accordance with the National Pollution Discharge Elimination System, Storm Drain Standards and El Dorado County Standards.

22. Increased Surface Runoff

- a) Prior to the approval of the first tentative subdivision or parcel map, a condition of approval shall be placed on the tentative map that states prior to the issuance of a grading plan, the project applicant shall submit and obtain approval of final drainage plans by the El Dorado County Department of Transportation. These final drainage plans shall demonstrate that future post-development storm water discharge levels from the project will remain at existing storm water discharge levels and detention basins will be permanently maintained. The drainage plan shall be prepared by a certified Civil Engineer and shall be in conformance with the El Dorado County Drainage Manual adopted by the Board of Supervisors in March 1995. The project applicant shall form a drainage zone of benefit (Z0B) or other appropriate entity to ensure that all storm water drainage facility maintenance requirements are met. The drainage plans shall include, at a minimum, written text addressing existing conditions, the effects of project improvements all appropriate calculations, a watershed map, potential increases in downstream flows, proposed on-site improvements, and drainage easements, if necessary., to accommodate flows from the site and implementation and maintenance responsibilities. The plan shall address storm drainage during construction and proposed BMPs to reduce erosion and water quality degradation. All on-site drainage facilities shall be constructed to El Dorado County Department of Transportation satisfaction. BMPs shall be implemented throughout the construction process. The following BMPs, or others deemed effective, by the Department of Transportation, will be implemented as necessary and appropriate:
- *Soil Stabilization Practices*
    - Straw Mulching
    - Hydromulching
    - Jute Netting
    - Revegetation
    - Preservation of Existing Vegetation
  - *Sediment Barriers*
    - Straw Bale Sediment Barriers
    - Filter Fences
    - Straw Bale Drop Inlet Sediment Barriers
  - *Site Construction Practices*
    - Winterization
    - Traffic Control
    - Dust Control

- *Runoff Control in Slopes/Streets*

- - Diversion Dikes
  - Diversion Swales
  - Sediment Traps

- b) Specific measures shall be identified in the final drainage plans to reduce storm water discharge at the Southern Pacific Railroad bridge (Malby Crossing) at the site's southern end. These measures shall include detention basins of adequate size to reduce post-development discharge to pre-development levels. Maintenance of the detention basin and drainage facilities shall include periodic inspections (e.g., annual) to ensure facility integrity and debris removal as necessary.

23. 100-Year Flood Event

Prior to the approval of the final map, the applicant shall submit a final drainage plan that clearly identifies the 100-year flood zone following project development to the El Dorado County Department of Transportation for approval. Project development shall not occur in areas within the 100-year flood zone shown in the final drainage plan. The final drainage plan shall be prepared by a registered civil engineer and contain a hydrologic study that outlines the 100-year flood zones associated with the project and proposed flood control measures such as detention basins. Alternatively, 100-year flood protection improvements, approved by the El Dorado County Department of Transportation, can be implemented to allow development in these areas. All storm drainage facilities and embankments shall be designed in compliance with the County Drainage Manual.

24. Short-Term Construction-Related Water Quality Impacts

- a) Prior to issuance of a grading permit, the developer shall obtain from the CVRB a General Construction Activity Storm water Permit under the National Pollutant Discharge Elimination System (NPDES) and comply with all requirements of the permit to minimize pollution of storm water discharges during construction activities.
- b) Prior to issuance of a grading permit, the project applicant shall submit to the El Dorado County Department of Transportation and the Resource Conservation District for review and approval an erosion control program which indicates that proper control of siltation, sedimentation and other pollutants will be implemented per NPDES permit requirements. The erosion control plan shall include BMPs as discussed in mitigation measure 4.10-1, and as follows: sediment basins sediment traps, silt fences, hay bale dikes, gravel construction entrances .maintenance programs, and hydroseeding.

25. Long-Term Water Quality Impacts

- a) On-site detention basins shall be constructed and maintained through the construction period to receive storm water runoff from graded areas to allow capture and settling of sediment prior to discharge to receiving waters. Periodic maintenance of detention basins, Such as debris removal, shall occur on a monthly basis or more frequently as needed to ensure continued effectiveness.
  - b) Prior to issuance of a grading permit, the project applicant shall develop a surface water pollution control plan (i.e., parking lot sweeping program and periodic storm drain cleaning) to reduce long-term surface Water quality impacts. Parking lot sweeping shall occur on a weekly basis and storm drain clearing shall occur semi-annually. The plan shall also include the installation of oil, gas and grease trap separators in the project parking lot. These grease trap separators will be cleaned annually. The project applicant shall develop a financial mechanism, to be approved by the El Dorado County Department of Transportation that ensures the long-term implementation of the program.
26. Archaeological Sites CC-1, CC-2, CC-3, CC-4, CC-5, CC-6 and Archaeological Linear Features CC-LF-1, CC-LF-2, and CC-LF-3
- a) Prior to grading and construction activities, significant cultural resources found on the project site shall be recorded or described in a professional report and submitted to the North Central Information Canter at California State University at Sacramento.
  - b) During grading and construction activities, the name and telephone number of an El Dorado County-approved, licensed archaeologist shall be available at the project site. In the event a heritage resource is encountered during grading or construction activities, the project applicant shall ensure that all activities will cease in the vicinity of the recovered heritage resource until an archaeologist can examine the find in place and determine its significance. If a find is authenticated, the archaeologist shall determine proper methods of handling the resource(s) for transport and placement in an appropriate repository. Grading and construction activities may resume, after the resource is either, retrieved or found to be not of consequence.
27. School Fees
- a) The project applicant shall pay the commercial school fee of \$0.31 per square foot for the age-restricted residential development.
  - b) The project applicant shall reimburse the Latrobe School District for out-of-pocket expenses incurred in planning for school sites within the Carson Creek Specific Plan area before it was age restricted.

- c) The project applicant also shall meet with the Latrobe School District and the El Dorado Union High School. District to renegotiate school fees in the unlikely event that the age restrictions for the Carson Creek Specific Plan area are lifted.

28. Law Enforcement

The project applicant shall ensure adequate law enforcement personnel and equipment to serve the Specific Plan area, as demonstrated by one of the following mechanisms:

- a) Prior to the issuance of each building permit, the project applicant will be required to obtain a service letter from the El Dorado County Sheriff's Department identifying that law enforcement staff and equipment are available to serve the proposed land use upon occupancy,
- b) Prior to the issuance of the building permit, the project applicant shall create an assessment district or other mechanism to provide funding to the El Dorado County Sheriff's Department for adequate law enforcement staff and equipment upon occupancy and in the future.

29. Water Consumption

Project impacts cannot be reduced to a less than significant level until the EID procures new water supplies that are sufficient to meet water needs of the proposed Specific Plan at build out in conjunction with existing planned growth, or an alternative public water source is secured. Implementation of the following mitigation, measures would reduce potential project impacts on water supply. The project applicant would be required to implement these measures before approval of building permits.

- a) In accordance with EID Policy Statement No. 22, the project applicant shall prepare a Facility Plan Report (FPR) for the proposed project, The FPR Shall address the expansion of the water and sewer facilities and the specific fire flow requirements for the phases of the project.
- b) Low-volume and low-flow fixtures shall be installed to reduce water consumption.
- c) Efficient irrigation systems shall be installed to minimize runoff and evaporation and maximize the water that will reach plant roots. One or any combination of the following methods of increasing irrigation efficiency shall be employed: drip irrigation, soil moisture sensors, and automatic irrigation systems. Mulch shall be used extensively in all landscaped areas. Drought resistant and native vegetation shall be used in landscaped areas.

30. Historic Mining

Prior to the issuance of a grading permit, shallow groundwater and on-site drainage area shall be sampled to determine the potential presence of on-site contamination (mercury, etc.). If contamination is found, the appropriate regulatory agency shall be contacted. If deemed necessary by the appropriate regulatory agency, remediation shall be undertaken in accordance with all existing local, state, and federal regulations/requirements and guidelines established for the treatment of hazardous substances.

31. Underground Storage Tanks (USTs)

Prior to the issuance of a grading permit, the extent (soil and/or groundwater) of potential on-site contamination resulting from the operation of off-site USTs shall be assessed. Once the extent of contamination has been determined, the appropriate regulatory agency shall be consulted in identifying the responsible party and initiating the development of a remediation program in accordance with all applicable local, state, and federal regulations/requirements and guidelines established for the treatment of hazardous substances.

32. The project applicant shall undertake the following activities to encourage construction of the 30-acre regional park as soon as feasible:

- a) The applicant shall rough grade the regional park site and shall construct a chip-and-seal road to the park site within 60 days of recording of the first final subdivision map for Euer Ranch (Phase 1).
- b) The County intends to form a county- or region-wide financing mechanism such as an El Dorado Hills ("EDH") regional park district or zone of benefit to pay for ongoing regional park maintenance and any improvements, including those noted in subsection d) below. The formation of this funding mechanism is a precondition to the applicant's obligations under subsections c) through h) below,
- c) The Carson Creek Specific Plan Area shall join in the agreed-upon financing mechanism.
- d) The applicant shall seek to annex the Carson Creek Specific Plan Area into EID in order to obtain the necessary water resources for the regional park; reclaimed water shall be used to the extent feasible to water the ball fields but potable water is necessary for drinking fountains.
- e) The applicant shall advance funds, or conducting a nexus study for the regional park assessment district or other agreed-upon, formed financing mechanism within 120 days.

- f) The applicant shall advance funds, within 180 days after the County approves the first tentative map for Phase 2 of the Carson Creek Specific Plan Area, to pay for completing the following:
- 1) Grading 20 acres for ball fields per County specifications;
  - 2) Installing chip-and-seal parking area at the regional park;
  - 3) Installing potable and reclaimed water lines to the regional park;
  - 4) Obtaining EDUs for EID water and/or installing a well- water system;
  - 5) Installing shielded sports lighting on 15 acres of ball fields;
  - 6) Installing restrooms, bleachers, and concession stands;
  - 7) Installing drainage system, irrigation system, and turf on 15 acres of ball fields.
- g) The applicant’s contributions noted above in subsections a), e), and f) shall be considered a loan, which shall be paid back by the assessment district or Other approved financing mechanism, upon the sale of the bonds necessary to construct the facility.
33. The applicant will pay light rail fees in the following circumstances: (1) a region-wide or county-wide, light-rail fee requirement is imposed; (2) before grading permits are issued; and (3) fees shall only apply to units in which no building permit has been issued at the time the light rail fee is imposed. The applicant will receive credit against any fees for any light rail related improvements or land donated to serve light rail.
34. Open channel drainage: The applicant shall minimize the use of culverts and concrete V-ditches and maximize the use of open: unlined and vegetated channels to facilitate removal of pollutants and sediment and to preserve a more natural rural feel to the development. The applicant shall employ best management practices to protect water quality and to minimize erosion in the drainage system. Such practices shall include utilizing grassy swales, open ditches, energy dissipaters, water quality ponds, and grease/oil traps.
- a) Open Space Areas: All drainage in open space corridors shall remain natural, unlined and open. Except as expressly indicated elsewhere in the specific plan, the applicant will not use culverts in these channels and road crossings shall be bridged.
  - b) Within areas designated for residential and industrial use, vegetated open-channel drainage shall be the primary means of accommodating stormwater runoff and existing surface water bodies, in residential areas, where the homes front the streets, site design shall emphasize drainage to open, vegetated channels away from streets and towards the back and side lots. In instances where such drainage is not engineering practicable, drainage towards streets shall utilize gutters, A.C. dikes, rolled curbs, and/or vertical curbs will be utilized. These drainage facilities

shall be kept to a minimum and will convey drainage to open channel ditches (1) along collectors and other streets where homes do not front the streets and (2) between lots. Piped drainage facilities shall be kept to a minimum. Open channel ditches shall convey the drainage to natural drainage channels in the open space areas but not before ensuring that water quality standards are maintained through the implementation of best management practices.

**35. Roadways in the Carson Creek Specific Plan Area shall be curvilinear and separated from pedestrian pathways that run around, over, under, and between structures. Where feasible cul-de-sacs will be incorporated into circulation system designs. The majority of roads (asphalt portion only) shall be 26 feet or less in width.**

Furthermore, the Carson Creek Specific Plan Phase 2 street development standards (asphalt portion only), shall be modified to incorporate the following maximum widths:

- a) One-way streets shall be no more than 18 feet wide:
- b) Two-way streets shall be no more than 24 feet wide:
- c) Minor collectors with less than 350 average daily trips ("ADT") shall be no more than 24 feet wide:
- d) Minor collectors with more than 350 average daily trips ("ADT") shall be no more than 26 feet wide:
- e) Major collectors with homes fronting the street, shall be no more than 30 feet wide;
- f) Major collectors, without homes fronting the street and with less than 350 ADT, shall be no more than 24 feet wide;
- g) Major collectors, without homes fronting the street and with more than 350 ADT, shall be no more than 26 feet wide. The majority of roads (asphalt portion only) shall be 26 feet or less in width.

Parking bays may be required for emergency parking along collectors and in residential areas where these standards prohibit parking along the streets. The parking bays shall be kept to a minimum and located where topography permits. Street standards are subject to the review of the El Dorado Hills Fire Departments; for public safety reasons, the fire department may require wider roads in some places or turn-arounds, hammerheads, or other measures to facilitate the movement of emergency vehicles.

For the Carson Creek Specific Plan, Phase 1, these road standards will be adopted only if the County finds that the final maps, containing these standards, are consistent with the tentative maps, as required by law.

36. The final Grading/Improvement Plan shall reflect an ultimate pad elevation of 497 feet for Lots 7 and 8 of Village 6B of the Carson Creek Phase 2, Unit 1, subdivision.

## **Department of Transportation**

### *Project Specific Conditions*

37. The applicant shall be subject to all applicable Conditions as specified for the Carson Creek Specific Plan as well as any required Mitigation Measures described in the Mitigation Monitoring Checklist for the Carson Creek Specific Plan.
38. The applicant shall provide a striped turn pocket along Golden Foothill Parkway onto Carson Crossing Drive. The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.
39. The applicant shall provide left turn pockets for the first and fourth residential street intersections and Carson Crossing Drive. The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.
40. The applicant shall provide a minimum 20-foot break in the landscaped median at the intersection with the second and third residential street intersections and Carson Crossing Drive for fire access. These streets shall be emergency exits with right out exits only. No left turn signage shall be provided at said intersections. The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

All roads shall be constructed in conformance with the Carson Creek Specific Plan and the Design and Improvements Standard Manual as noted in the table below. The applicant shall provide a non-exclusive road and public utility easement (R&PUE) for onsite roadways as listed in the table and 60ft wide radius R&PUE for any cul-de-sac. Sidewalk widths for cross sections provided in the table can be found on the exhibit dated October 18, 2007 provided by CTA. The improvements shall be substantially completed to the

approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

<b>Road Name</b>	<b>Section</b>	<b>Right of Way Width</b>	<b>Pavement Width</b>	<b>Design Speed Limits</b>	<b>Exceptions/Notes</b>
Residential Street I	A-A, B-B, & C-C	40' R/W plus utility easements	24ft travel way	25 MPH	Type 1 rolled curb & gutter on both sides, plus either none, one, or two 4ft sidewalks
Residential Street II	D-D & E-E	64' R/W (44' R/W-section E-E) plus utility easements	24ft travel way	25 MPH	Type 1 rolled curb & gutter on both sides, open swale drainage on both sides, plus one or two 6ft sidewalks
Residential Collector	F-F	64' R/W plus utility easements	26ft travel way	25 MPH	Type 2 vertical curb & gutter on one side and type 1 rolled curb & gutter on the other (sidewalk) side, open swale drainage on both sides, plus one 6ft detached sidewalk
Residential Collector Entry Road (Village 8)	G-G	100' TO 80' R/W plus utility easements	36ft (2-18ft lanes) travel way, landscaped median (width varies), open swale drainage	25 MPH	Type 2 vertical curb & gutter on both sides, open swale drainage on both sides, plus one 6ft detached sidewalk
Residential Collector Secondary Entry Road (Village 8)	H-H & I-I	80' R/W plus utility easements	36ft (2-18ft lanes) travel way, landscaped median (width varies), open swale drainage	25 MPH	Type 2 vertical curb & gutter on both sides, open swale drainage on both sides, plus one 6ft detached sidewalk
Residential Collector Entry Road (Village 6B)	J-J & K-K	100' TO 50' R/W plus utility easements	Transition 36ft (2-18ft lanes) to 24ft (2-12ft lanes) travel way, landscaped median (width varies), open swale	25 MPH	Type 2 vertical curb & gutter on both sides, open swale drainage on both sides, plus two 6ft detached sidewalks

			drainage		
Residential Collector Secondary Entry Road (Village 6B)	L-L	56' R/W plus utility easements	36ft (2-12ft lanes) travel way, landscaped median (width varies), open swale drainage	25 MPH	Type 1 rolled curb & gutter on both sides, open swale drainage on both sides, plus one 4ft detached sidewalk
Existing Carson Crossing Drive (Transition Section)	M-M Sta. 28+00 to Sta. 30+60 (+/- 50 feet)	Existing 72' R/W	Existing 64ft pavement width plus utility/ slope easements - Transition from four lane to two lane travel ways, stripe median (width varies)	40 MPH	Existing Type 2 vertical curb & gutter w/ 6ft attached sidewalk one side only and bike lane on both sides. Transition length to be determined by traffic engineer.
Carson Crossing Drive (Channelization Section)	N-N Sta. 30+60 (+/-50 feet) to Sta.33+10 (+/- 50 feet)	80' R/W plus 10-foot landscape and public service easements (in Lot G)	Transition 46ft (2-23ft lanes) to 36ft (2-18ft lanes) travel way (4ft bike lanes on both sides), control line/ roadway channelization 7.5ft to the centerline of the 80' R/W, landscaped median (width varies)	40 MPH	Transition from Type 2 vertical curb & gutter to roadside ditch w/ 6ft attached sidewalk on one side. Channelization length to be determined by traffic engineer.

Carson Crossing Drive	O-O & P-P	80' R/W plus 10-foot landscape and public service easements (in Lot G)	36ft (2-18ft lanes) travel way with 2-2' benches on either side of travel way (4ft bike lanes on both sides), landscaped median (width varies), roadside drainage ditch on both sides	40 MPH	Roadside ditch w/ 6ft detached sidewalk on one side
Carson Crossing Drive	Q-Q	80' R/W plus utility/slope easements	36ft (2-18ft lanes) travel way with 2-2' benches on either side of travel way (4ft bike lanes on both sides), landscaped median (width varies), roadside drainage ditch on both sides, 14ft pedestrian path/ access road	40 MPH	Roadside ditch w/ 6ft detached sidewalk on one side and 14ft access/ pedestrian path (8ft asphalt paved w/ 2-3ft AB shoulders)

**Notes:**

**Road widths in the preceding table are measured from curb face to curb face.**

**Curb face for rolled curb and gutter is considered as 6" from the back of the curb.**

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41. All curb returns, at pedestrian crossing, shall include a pedestrian ramp with truncated domes per Caltrans Standard A88A and four feet of sidewalk/landing at the back of the ramp.
  42. The County shall accept the offer of Carson Crossing drive and it is in the County maintenance program. Therefore, remove requirement for maintenance by a CSAZOB or appropriate entity with the filing of the final map.
  43. The applicant shall irrevocably offer to dedicate the ROW as shown on the tentative map dated November 2007 (January 2008) with the filing of the final map. This offer will be rejected by the County.
  44. Prior to filing of final map, the applicant shall join or form a drainage zone of benefit or other appropriate entity to ensure that all storm water drainage facility maintenance requirements are met.

*Standard Conditions*

45. The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual from the County Department of Transportation, and pay all applicable fees prior to filing of the final map.
46. All curb returns, at pedestrian crossing, shall include a pedestrian ramp with truncated domes per Caltrans Standard A88A and four feet of sidewalk/landing at the back of the ramp.
47. 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, prior to filing the final map.
48. The construction of all required improvements shall be completed with the presentation of the final map to the Planning 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 Department of Transportation.
49. 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.

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50. A final drainage study shall be prepared by the project proponent and submitted with the subdivision grading and improvement plans to the approval/satisfaction of the Department of Transportation. All drainage facilities identified in the drainage study shall be included in the subdivision grading and improvement plans.
  51. Cross lot drainage shall be avoided. When cross lot drainage does occur, it shall be contained within dedicated drainage easements, and included in the County Service Area Zone of Benefit (ZOB), Home Owners Association, or other entity acceptable to the County. This drainage shall be conveyed via closed conduit or v-ditch, to either a natural drainage course of adequate size or an appropriately sized storm drain system within the public roadway.
  52. All new or reconstructed drainage inlets shall have a storm water quality message stamped into the concrete, conforming to Sacramento County Standard Drawing 11-10. All stamps shall be approved by the El Dorado County inspector prior to being used.
  53. Grading plans shall incorporate appropriate erosion control measures as provided in the El Dorado County Grading Ordinance and El Dorado County Storm Water Management Plan. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation, and the potential discharge of pollutants into drainages.
  54. All outside agency permit numbers shall be placed on the improvement plan set prior to approval of improvement plans.
  55. 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 El Dorado County Department of Transportation. Grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations.
  56. Grading plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the Department of Transportation. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Department of Transportation 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 Department of Transportation approves the final grading and erosion control plans and the grading is completed.
  57. If the project disturbs more than one acre of land area (43,560 square feet), the Developer shall file a "Notice of Intent" (NOI) to comply with the Statewide General NPDES Permit for storm water discharges associated with construction activity with the State Water Resources Control Board (SWRCB). This condition is mandated by the Federal Clean Water Act and the California Water Code. A notice of Intent form, the appropriate fee, and a location map are required for this filing. A copy of the Application shall be submitted to the County with two (2) copies of the Storm Water Pollution Prevention

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Plan (SWPPP), prior to building permit issuance, and by state law must be done prior to commencing construction

58. 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 Department of Transportation. The Department of Transportation shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
59. Turnarounds shall be constructed at any proposed entry gates within this subdivision and the design are subject to the review and approval by the Department of Transportation at the improvement plan stage.
60. The responsibility for, 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).
61. Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the developer will provide a CD to DOT with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.
62. The applicant shall pay the traffic impact fees in effect at the time a building application is deemed complete.

#### **EL DORADO HILLS FIRE DEPARTMENT**

63. The potable water system for the purpose of the fire protection for this residential development shall provide a minimum fire flow of 1,500 gpm with a minimum residual pressure of 20 psi for 2-hour duration. This equipment is based on a single-family dwelling 4,800 square feet or less in size. Any home larger than 4,800 square feet shall be required to provide the fire flow for the square footage of that dwelling or shall be required to provide the fire flow for the square footage of that dwelling or shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. This fire flow shall be in excess of the maximum daily consumption rate of this development. A set of engineering calculations reflecting the fire flow capabilities of this system shall be supplied to the Fire Department for review and approval.
64. This development shall install Mueller Dry Barrel fire hydrants conforming to El Dorado Irrigation District specifications 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 hydrant shall be determined by the Fire Department.

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65. To enhance nighttime visibility, each hydrant shall be painted with safety white and marked in the roadway with a blue reflective marker as specified by the Fire Department and the Fire Safe Regulations.
  66. 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 103.
  67. Prior to Final Map approval, the applicant shall submit a Wildland Fire Safe Plan, subject to review and approval by the Fire Department. Specifically, the Plan shall include provisions for type, dimension, and location of gates and fencing for lots along Wildland Open Space.
  68. This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump section of roadway.
  69. The final design and configuration for the all primary and secondary emergency access gate entries located along Carson Crossing Drive shall be submitted to the department for review and approval at the time of Improvement Plans and Final Map process.

#### **EL DORADO HILLS COMMUNITY SERVICES DISTRICT (EDH CSD)**

70. Parkland Dedication requirements are triggered for subdivision projects with 50 or more residential units. Based on 3.3 persons per household and in accordance with Quimby Act, the District require 5.0 acre of parkland to be dedicated (302 residential units x 3.3 persons/household (residential unit) x 5 acres/ 1,000 persons). Carson Creek Phase 2, Unit 1 subdivision includes "Lot X", measuring 4.9 acres, identified to be a private recreation facility. The District would provide up to 50 percent park credit for private facilities, totaling 2.5 acre credit against the 5.0 required parkland acres. The balance of 2.5 acres will be made up in in-lieu Quimby fees, or request of park land, which are calculated using the equivalent value of finished in-project acres. This is determined through a formal appraisal process or through mutual agreement with the District and Developer. In-lieu fees shall be due and payable in full upon recording of final map.
71. The proposed multi-use trails shall be maintained by a new Homeowners Association (HOA) or through a Landscape Lighting Assessment District (LLAD) in coordination with the CSD. Evidence of a dedicated funding mechanism for trail maintenance is required prior to filing the first final map.
72. The applicant shall coordinate with CSD on the trail design and approval. The open space trails shall remain open to public and not gated. The trails will connect to the existing trail system to the North (Euer Ranch-Four Seasons) and will continue through to the future southern portions of the Carson Creek Specific Plan.

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73. The project shall grant an Irrevocable Offer of Dedication through the open space area for trails to the El Dorado Hills Community Services District upon recording of the final map.
  74. Prior to recordation of the first final map, the applicant shall coordinate with the District in forming a shell Landscaping and Lighting Assessment District (LLAD). The LLAD shall function as back-up funding mechanism to the Carson Creek Homeowner's Association for the maintenance and operation of landscaping, streetscape, lighting, fencing, trails, walkways, signage, soundwalls, entry, monuments, private recreation facilities and other common or public areas.
  75. Payment of applicable Park Impact Fees shall be remitted to the District at the time of building permit issuance.
  76. Street lights shall be installed at the primary and secondary access gate intersections. All streetlights shall comply with dark sky standards.
  77. Bicycle lanes along Carson Crossing Road shall be Class II, striped and signed appropriately. All other bicycle lanes within the project shall be Class I.

#### **COUNTY SURVEYOR**

78. All survey monuments must be set prior to the representation of the final map to the Board of Supervisors for approval, or the developer shall a surety of work to be done by bond or cash deposit. Verification of set survey monuments, or amount of bond or deposit to coordinated with the County Surveyor's Office.
79. The roads serving the development shall be named by filing a completed Road Name Petition with the County Surveyor's Office prior to filing the final map.



# **EL DORADO COUNTY**

# **SUBDIVISIONS ORDINANCE**

**Title 16**  
**El Dorado County Code**

**Last Revised FEBRUARY 2009**

## ADOPTED ORDINANCES

February 10, 2009  
Ordinance 4810

August 7, 1990  
Ordinance 4123

February 7, 1984  
Ordinance 3422

May 20, 2003  
Ordinance 4632

April 10, 1990  
Ordinance 4111

October 11, 1983  
Ordinance 3395

May 11, 1999  
Ordinance 4533

October 24, 1989  
Ordinance 4074

August 2, 1983  
Ordinance 3382

April 29, 1997  
Ordinance 4448

January 31, 1989  
Ordinance 4007

February 8, 1983  
Ordinance 3334

December 14, 1993  
Ordinance 4318

October 1, 1988  
Ordinance 3973

August 24, 1982  
Ordinance 3296

September 15, 1992  
Ordinance 4250

July 5, 1988  
Ordinance 3841

August 17, 1982  
Ordinance 3291

August 27, 1992  
Ordinance 4244

July 5, 1988  
Ordinance 3839

August 3, 1982  
Ordinance 3290

January 30, 1992  
Ordinance 4216

May 17, 1988  
Ordinance 3831

August 25, 1981  
Ordinance 3174

March 12, 1991  
Ordinance 4152

February 16, 1988  
Ordinance 3805

August 18, 1981  
Ordinance 3171

February 19, 1991  
Ordinance 4151

April 17, 1984  
Ordinance 3449

**Further dated ordinances are available at the Board of Supervisors**

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# ARTICLE I. MAJOR LAND DIVISIONS

## Chapter 16.04

### GENERAL PROVISIONS

#### Sections:

- 16.04.010 Title.**
- 16.04.020 Purpose.**
- 16.04.030 Scope.**
- 16.04.040 Exceptions.**
- 16.04.050 Definitions.**

#### 16.04.010 Title.

This article shall be known and may be referred to in all proceedings as the county major land divisions ordinance. (Prior code §9311)

#### 16.04.020 Purpose.

The design, improvement, maps and sale of subdivisions are governed by the Real Estate Act (section 11000 et seq. of the Business and Professions Code), the Subdivision Map Act (section 66410 et seq. of the Government Code) and the provisions of this article. This article is enacted pursuant to the authority of the Subdivision Map Act to provide additional standards governing the design, improvement, survey and official maps of major land divisions to insure that growth and development of the county is orderly. (Prior code §9312)

#### 16.04.030 Scope.

This article shall govern the division of any and all land within the unincorporated territory of the county. A tentative and final map shall be required for all subdivisions creating five or more parcels or condominiums as defined in section 783 of the Civil Code or a community apartment project containing five or more parcels except where:

- A. The land before division contains less than five (5) acres, each parcel created by the division abuts upon a maintained public street or highway and no dedications or improvements are required by the legislative body; or
- B. Each parcel created by the division has a gross area of twenty (20) acres or more and has an approved access to a maintained public street or highway; or
- C. The land consists of a parcel or parcels of land having approved access to a public street or highway which comprises part of a tract of land zoned for industrial or commercial development and which has the approval of the governing body as to street alignments and widths; or
- D. Each parcel created by the division has a gross area of not less than forty (40) acres or is not less than a quarter of a quarter section.

A parcel map shall be required for those subdivisions described in subsections A, B, C and D of this section. (Prior code §9313)

#### 16.04.040 Exceptions.

Unless a division of land falls within an exception this article shall apply. However, this article shall be inapplicable to:

- A. The financing or leasing of apartment, offices, stores or similar space within apartment buildings, industrial buildings, commercial buildings, mobile home parks or trailer parks; or
- B. Mineral, oil or gas leases; or
- C. Land dedicated for cemetery purposes under the provisions of the Health and Safety Code of the state; or
- D. Land deeded to a governmental agency. (Prior code §9313.1)

**16.04.050 Definitions.**

When used in this article, the following words and phrases shall have the following meanings:

- A. "Approving authority" refers to the body designated by ordinance as the body to give original approval to any application.
- B. "Building site" means a parcel or lot containing not less than the prescribed minimum area required by any applicable subdivision or zoning ordinance and regulations existing at the time of the creation of the lot or parcel and occupied or intended to be occupied by buildings or structures.
- C. "Class 1 subdivision" refers to major land divisions creating lots having improvements to full county standards.
- D. "Design" means:
  - 1. Street alignments, grades and widths;
  - 2. Drainage and sanitary facilities and utilities, including alignments and grades thereof;
  - 3. Locations and size of all required easements and rights-of-way;
  - 4. Fire roads and firebreaks;
  - 5. Lot size, access and configuration;
  - 6. Traffic circulation;
  - 7. Grading;
  - 8. Land to be dedicated for park or recreational purposes; and
  - 9. Such other specific requirements in the plan and configuration of the entire subdivision as may be necessary or convenient to insure conformity to or implementation of the general plan required by article 5 (commencing with section 65300) of chapter 3 of division 1 of the Government Code or any specific plan adopted pursuant to article 9 (commencing with section 6545) of chapter 3 of division 1 of the Government Code.
- E. "Design manual" means the county design manual as adopted by resolution of the board of supervisors.
- F. "Division," "division of land" and "divided" mean any separation of land into two or more parts or parcels accomplished by deed, including gift deed, contract of sale, lease, conveyance of right-of-way, court decree, intestate or testamentary disposition, excepting any such conveyance made for the purpose of locating or adjusting boundary lines between two parcels which does not result in the elimination or creation of new building sites.
- G. "Final map" refers to a map prepared in accordance with the provisions of the Subdivision Map Act and this article which map is to be filed in the office of the county recorder.
- H. "Improvement" refers to the streets, utilities and facilities to be installed or agreed to be installed by the subdivider on the land to be used for public or private streets, highways, ways and easements as are necessary for the general use of the lot owners in the

subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof. "Improvement" also refers to the other specific improvements or types of improvements the installation of which either by the subdivider, by public agencies, by private utilities, by any other entity approved by the local agency or by a combination thereof, is necessary or convenient to insure conformity to or implementation of the general plan required by article 5 (commencing with section 65300) of chapter 3 of division 1 of the Government Code or any specific plan adopted pursuant to article 8 (commencing with section 65450) of chapter 3 of division 1 of the Government Code.

- I. "Preliminary map" refers to a generalized document which will allow the feasibility and practicality of a tract of land to be assessed informally in regard to its suitability for subdivision.
- J. "Remainder" or "designated remainder" shall mean that portion of improved or unimproved land proposed to be subdivided that is not divided for the purpose of sale, lease, or financing. Said designated remainder shall not be counted as a parcel for the purpose of determining whether a parcel or final map is required. (Ord. 4448, 1997)
- K. "Rural subdivision" refers to major land divisions creating lots of two acres or larger and meeting the improvement standards as set forth in the county design manual. The county will not participate in the cost of construction of the subdivision improvements.
- L. "Street" refers to land devoted primarily to vehicular traffic uses extending to the boundaries of the right-of-way of the adjoining owner whether designated as a highway, freeway, throughway, thoroughfare, avenue, boulevard, road, parkway, lane, alley, place, circle, drive, way or other similar terms.
- M. "Subdivider" refers to a person, firm, corporation, partnership or association who causes land to be divided into a subdivision for himself or for others.
- N. "Tentative map" refers to a map made for the purpose of showing the design of a proposed subdivision and the existing conditions in and around it and need not be based upon an accurate or detailed final survey of the property. (Ord. 3805 §1, 1988; Ord. 3382 §1, 1983; prior code §9314)

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**Chapter 16.08**

**ADMINISTRATION AND ENFORCEMENT**

**Sections:**

- 16.08.010**      **Advisory Agency.**
- 16.08.020**      **Design Waivers.**
- 16.08.030**      **Penalty for Violation.**

**16.08.010 Advisory Agency.**

The county planning commission is designated the advisory agency to the board of supervisors and shall be charged with the duty of making investigations and approving or denying proposed subdivisions subject to board of supervisors review as provided in section 16.24.075C. (Ord. 3805 §2, 1988: prior code §9315)

**16.08.020 Design Waivers.**

- A. The planning commission may grant a design waiver of any of the design or improvement requirements of this article with respect to a particular subdivision at the time it approves the tentative map of the subdivision. A waiver shall not be granted unless:
  - 1. The subdivider has submitted a written application therefore with the planning division more than twenty (20) days prior to the hearing before the commission to consider the tentative map; and
  - 2. To approve a design waiver the planning commission or board on appeal must find that each of the following conditions exist:
    - a. There are special conditions or circumstances peculiar to the property proposed to be subdivided which would justify the waiver,
    - b. Strict application of the design or improvement requirements of this chapter would cause extraordinary and unnecessary hardship in developing the property,
    - c. The waiver would not be injurious to adjacent properties or detrimental to the health, safety, convenience and welfare of the public,
    - d. The waiver would not have the effect of nullifying the objectives of this article or any other law or ordinance applicable to the subdivision.
- B. The order granting the waiver may contain such conditions as the commission or board on appeal may impose and failure to conform to the conditions will be grounds for disapproval of the final map of the subdivision.
- C. A request for a design waiver filed after the tentative map is approved shall be noticed and heard pursuant to the same procedural requirements necessary for approving the tentative map. (Ord. 3805 §3, 1988: prior code §9316)

**16.08.030 Penalty for Violation.**

Any published offer to sell, sale, contract of sale or deed of conveyance made contrary to the provisions of this article is a misdemeanor and any person, firm, partnership, association, corporation or other entity upon conviction thereof shall be punishable by a fine of not to exceed one thousand dollars (\$1,000) or imprisonment in the county jail for a period of not more than six (6) months or by both such fine and imprisonment. At the discretion of the community development department, or the district attorney, the violation may be reduced to an infraction with a maximum fine of five hundred dollars (\$500). (Ord. 3831 §9, 1988)

## Chapter 16.12

### CONDITIONS AND REQUIREMENTS

#### Sections:

16.12.010	State Law Compliance.
16.12.020	General and Specific Plan Compliance.
16.12.030	Findings Requiring Disapproval.
16.12.040	Final Map of Land Project.
16.12.050	Waste Discharge Compliance.
16.12.058	Private Easements – Fences.
16.12.060	Dedication – Public Easement.
16.12.070	Dedication – Waiver of Direct Access Rights.
16.12.080	Dedication – Setback from National Forest Property.
16.12.090	Dedication – Park and Recreational Uses.
16.12.100	Dedication – Acceptance.
16.12.110	Regulations – Issuance.
16.12.120	Dedication – Effective Date.
16.12.130	Public Waterway Access.

#### 16.12.010 State Law Compliance.

The planning commission shall not approve any map failing to meet any requirements or conditions imposed by article 1, chapter 4, division 2 of the Government Code (section 66473 et seq. of the Subdivision Map Act) or this article. (Ord. 3805 §4, 1988: prior code §9346)

#### 16.12.020 General and Specific Plan Compliance.

The commission shall not approve a map unless it finds that the proposed subdivision together with the provisions for its design and improvement is consistent with the general plan and any adopted specific plan. (Ord. 3805 §5, 1988: prior code §9347)

#### 16.12.030 Findings Requiring Disapproval.

The commission shall deny approval of a tentative subdivision map if it makes any of the following findings:

- A. That the proposed map is not consistent with the applicable general and specific plans;
- B. That the design or improvement of the proposed subdivision is not consistent with the applicable general and specific plans;
- C. That the site is not physically suitable for the type of development;
- D. That the site is not physically suitable for the proposed density of development;
- E. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish and wildlife or their habitat;
- F. That the design of the subdivision or the type of improvements is likely to create serious public health and safety problems or unacceptable fire risks to occupants or adjoining properties;

- G. The board of supervisors shall not deny approval of a final map pursuant to section 66474 of the Subdivision Map Act if a tentative map has been approved for the proposed subdivision and if the board finds that the final map is in substantial compliance with the previously approved tentative map;
- H. That the design of the subdivision or the type of improvements will conflict with easement, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the approving authority may approve a map if it finds that alternate easements for access or for use will be provided and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. (Ord. 3805 §6, 1988: prior code §9348)

**16.12.040 Final Map of Land Project.**

The board shall not approve a final subdivision map for any land project as defined in section 1100.5 of the Business and Professions Code unless it:

- A. Has adopted a specific plan covering the area proposed to be included with the land project;
- B. Finds that the proposed land project together with the provisions for its design and improvement is consistent with the specific plan for the area. (Prior code §9349)

**16.12.050 Waste Discharge Compliance.**

The commission shall determine whether the discharge of waste from the proposed subdivision into an existing community sewer system would result in violation of existing requirements prescribed by a California Regional Water Quality Control Board pursuant to division 7 (commencing with section 13000) of the Water Code. In the event that the commission finds that the proposed waste discharge would result in or add to violation of requirements of the water quality control board, it may disapprove the tentative map or maps of the subdivision. (Ord. 3805 §7, 1988: prior code §9350)

**16.12.058 Private Easements--Fences.**

- A. Any major land division into parcels of ten acres or less that borders on an agricultural preserve (Williamson Act property) that is used primarily for livestock purposes shall be required to construct and maintain a fence along the border on a ten foot (10') easement adjacent to the preserve that allows adjacent owners access for the sole purpose of maintaining the fence. The fence and easement shall be maintained for as long as the adjacent land is an agricultural preserve. The specifications for the fence shall be provided by resolution of the board of supervisors. The easement shall be totally on the land to be divided which shall be the servient tenement. The dominant tenement shall be the adjacent agricultural preserve land that benefits from the fence and easement through its control of dog and other pet access onto the agricultural preserve land. The easement shall be listed on all tentative and final maps.
- B. The determination that agricultural preserve land is primarily used for livestock purposes shall be made by the agricultural commission.
- C. A party that causes damage to the fence is responsible for its prompt repair.

D. This section does not apply to an agricultural preserve that has filed a notice of non-renewal. (Ord. 4111 §1, 1990)

**16.12.060 Dedication--Public Easement.**

There shall be a requirement of dedication of irrevocable offer at dedication of real property within the subdivision for streets, including access rights, public utility easements, including easements for cable television systems, and other public easements. The irrevocable offers may be terminated as provided in subdivisions (c) and (d) of section 66477.2 of the Subdivision Map Act. (Ord. 3841 §1, 1988: prior code §9351(1))

**16.12.070 Dedication--Waiver of Direct Access Rights.**

There may be imposed a requirement that dedications or offers of dedication of streets include a waiver of direct access rights to any street from any property shown on a final map as abutting thereon. If the dedication is accepted, any such waiver shall become effective in accordance with its provisions. (Prior code §9351(2))

**16.12.080 Dedication--Setback from National Forest Property.**

A thirty foot (30') structural setback from National Forest property to provide for structural clearance required under section 4291(a) and (b) of the Public Resources Code and to recognize the agricultural purposes of National Forest land management is required. (Prior code §9351(3))

**16.12.090 Dedication--Park and Recreational Uses.**

A. Required.

1. When a subdivision proposes to or creates lots, the board of supervisors may require the dedication of land, the payment of fees in lieu thereof, or a combination of both for park and recreational purposes as a condition of the approval of the final subdivision map when the condition has been imposed as a condition of approval of the tentative map of the subdivision; provided, that:
  - a. The dedication of land, payment of fees or combinations thereof are in conformity with the goals, objectives and standards contained in the recreation element of the general plan and any applicable specific plans or amendments thereto; and
  - b. The land, fees or combinations thereof are found to have a reasonable relationship to the use of the park and recreation facilities by the future residents of the subdivision; and
  - c. The land, fees or combinations thereof are to be used only for the purpose of providing park or recreation facilities to serve the subdivision.
2. In the event park and recreational services and facilities are provided by a public agency other than a city or a county, the amount and location of land to be dedicated for active recreational use or fees to be paid shall be jointly determined by the county having jurisdiction and the public agency.

3. Land or fees required under this section shall be conveyed or paid directly to the local public agency which provides park and recreational services on a community-wide level and to the area within which the proposed development will be located, if the agency elects to accept the land or fee. The local agency accepting the land or fees shall develop the land or use the fees only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreation facilities that serve the subdivision. For the purposes of this section of the chapter, where land is dedicated by the subdivider, and where improvements are made thereto, the value of the improvements, together with any equipment located thereon, shall be a credit against the calculated land dedication requirement, or fees, or combination thereof.
4. The county or other local public agency to which the land or fees are conveyed or paid shall develop a schedule specifying how, when and where it will use the land or fees, or both, to develop park or recreational facilities to serve the residents of the subdivision. Any fees collected under this chapter shall be committed within five (5) years after the payment of such fees or the issuance of building permits on one-half (2) of the lots created by the subdivision, whichever occurs later. If the fees are not committed, they, without any deductions, shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bear to the total area of all lots within the subdivision.
5. The provisions of this section do not apply to commercial or industrial subdivisions nor do they apply to stock cooperatives or condominium projects which consist of the subdivision of airspace in an existing apartment building which is more than five (5) years old when no new dwelling units are added.
6. Only the payment of fees may be required in subdivisions containing fifty (50) parcels or less, except that when condominium project, stock cooperative, or community apartment project exceeds fifty (50) dwelling units, dedication of land may be required notwithstanding that the number of parcels may be less than fifty (50).
7. Subdivisions containing less than five (5) parcels and not used for residential purposes shall be exempted from the requirements of this chapter. However, a condition may be placed on the approval of such a parcel map that if a building permit is requested for construction of a residential structure or structures on one or more of the parcels within four (4) years, the fee may be required to be paid by the owner of each such parcel as a condition to the issuance of such permit.
8. It is found and determined that the public interest convenience, health, welfare and safety require the dedication of land and/or the payment of fees in lieu thereof be required to be devoted to park and recreational purposes as herein provided.
9. Population density for the purpose of this section shall be determined in accordance with the following:
  - a. Single family dwelling units and duplexes, three persons per dwelling unit within the boundaries of the Cameron Park Community Services District, three and three-tenths persons per dwelling unit within the boundaries of the El Dorado Hills Community Services District, and two and eight-tenths person per dwelling unit throughout the remainder of the county; and
  - b. Multiple family dwelling units, two and one-tenth persons per dwelling unit.

**B. Amount of Land to be Dedicated.**

1. The amount of land dedicated or fees paid shall be based upon the residential density, which shall be determined on the basis of the approved or conditionally approved tentative map or parcel map and the average number of persons per household. However, the dedication of land, or the payment of fees, or both, shall not exceed the proportionate amount necessary to provide three acres of park area per one thousand (1,000) persons residing within a subdivision subject to this section, unless the amount of existing neighborhood and community park area, as calculated pursuant to this subdivision, exceeds that limit, in which case the legislative body may adopt the calculated amount as a higher standard not to exceed five (5) acres per one thousand (1,000) persons residing within a subdivision subject to this section.
2. The amount of land required to be dedicated by a subdivider pursuant to this section shall be based on the total number of lots or units shown on the approved or conditionally approved tentative map in accordance with the provisions set forth in subsection A(8) and (9) of this section.
3. The following formula shall be used for calculated the park dedication requirement:

$$\frac{D \times P \times CR}{1000} = A$$

"D" is equal to the number of proposed dwelling units.

"P" is equal to the average population density of the type of dwelling unit; i.e., whether single family or multiple family units as determined by census report.

"CR" is equal to the number of acres as determined pursuant to B(1).

"A" represents the land dedication requirement in acres.

- a. "Dwelling unit" means one or more rooms in a building or structure or portion thereof designed exclusively for residential occupancy by one family for living or sleeping purposes and having kitchen and bath facilities, including mobile homes.
- b. "Single family area" means an area of land used for or proposed for detached buildings designed for occupancy by one family.
- c. "Multiple family area" means an area of land used for or proposed for residential occupancy in buildings or structures designed for two (2) or more families for living or sleeping purposes and having kitchen and bath facilities for each family including two family, group, and row dwelling units.

**C. Fee In-lieu of Land Dedications.**

1. Where a fee is required to be paid in lieu of land dedication, the amount of the fee shall be based upon the fair market value of the amount of land which would otherwise be required to be dedicated pursuant to the ordinance codified in this section. The amount of fee shall be the sum equal to the fair market value of the amount of land required in subsection B of this section.

2. The following formula shall be used for calculating in lieu of land dedication fees:

$$A \times V = F$$

"A" is equal to the amount of land required for dedication as provided for in subsection B of this section.

"V" is equal to the fair market value per acre of the land proposed for subdivision as established by the county assessor under the terms of this section.

"F" is equal to the fee in lieu of land dedication.

3. The amount of parkland area required to satisfy the provisions of this section shall be determined as of the time of approving or conditionally approving the tentative map. Where a park in-lieu fee rather than parkland dedication is required, the fee shall be calculated on the amount of parkland area required for the tentative map with the fee amount to be determined based on the fair market value established by the county assessor's office. The fair market value shall be established at the time a final map or parcel map is submitted, except that where it has been determined by the planning department that the amount of parkland area required is .03 acres or less. In such case where the parkland required is .03 per acres or less, there shall be a minimum in-lieu fee of One Hundred Fifty Dollars (\$150), and the county assessor will not be required to establish the fair market value.

Where there is an objection to the fair market value, as determined by the assessor's office, the party filing the objection may, at their own expense, obtain an appraisal of the property by a qualified real estate appraiser. The board of supervisors shall determine fair market value in the case of such objections. (Ord. 4250, 1992)

- D. Procedure. The procedure for determining whether the subdivider is to dedicate land, pay a fee or both shall be as follows:

1. Subdivider. Prior to the filing of a tentative map, the owner of the property shall contact the county and/ or the local public agency providing park and recreational services for the area to be subdivided to confer and determine whether a fee should be paid, land should be dedicated, and/or suitability of any land proposed to be dedicated for park land.
2. Action of County. At the time of the tentative map approval, the planning commission shall determine as the part of the approval whether to require the dedication of land within the subdivision, payment of a fee in lieu thereof, or a combination of both except that if park and recreational services and facilities are provided by a public agency other than the county, such determination shall be made jointly by the planning commission and such public agency.
3. Prerequisites for Approval of Final Map. Where dedication is required, it shall be accomplished in accordance with the provisions of the Subdivision Map Act. Where fees are required, except as to the collection of in-lieu fees as to other than single family subdivisions provided for in section 16.12.110 hereinafter, they shall be paid prior to approval of the final map and required dedications shall be recorded concurrently with the final map.

- E. Determination. Whether the county accepts land dedications or elects to require payment of a fee in lieu thereof or a combination of both, the county determination may include, but not be limited to consideration of the following: (Ord. 4250, 1992)

1. Recreational element of the county's general plan;
2. Topography, geology, access and location of land in the subdivision available for dedication;
3. Size and shape of the subdivision and land available for dedication;
4. Capital improvement programs of public agencies providing recreational services and facilities as incorporated in the recreational element in the county general plan.

The determination of the board of supervisors as to whether land shall be dedicated or whether a fee shall be charged or a combination thereof, shall be required.

- F. Limitations. Dedicated land and fees are to be used for the purpose of providing local park and recreation facilities to serve residents of the subject subdivision. If the general plan of the county calls for a larger park or recreational development within the serving district or county service area containing the subdivision the lands or fees may be applied to local park or recreational facilities within the larger recreational area so long as the use otherwise complies with 66477(c).
- G. Credit for Privately Owned Recreation Facilities. Where private open space for park and recreational purposes is provided in a planned development, real estate development, stock cooperative, or community apartment project, as defined in sections 11003, 11003.1, 11003.2, 11003.4 and 11004, respectively of the Business and Professions Code and condominiums as defined in section 783 of the Civil Code and the space is to be privately owned and maintained by the future residents of the subdivision, the areas shall be credited against the requirements of dedication for park and recreation purposes as set forth in this section or the payment of fees in lieu thereof as set forth in this section with a credit allowance ranging from fifty percent (50%) to seventy five percent (75%) of the amount of the required park land dedication or fees in-lieu thereof; provided, the board of supervisors finds it is in the public interest to do so and that the following standards are met:
1. That yards, court areas, setbacks and other open areas required to be maintained by the zoning and building regulations shall not be included in the computation of the private open space; and
  2. That the private ownership and maintenance of the open space is adequately provided for by written agreement; and
  3. That the use of the private open space is restricted for park and recreational purposes by recorded covenants which run with the land in favor of the future owners of property within the tract and which cannot be defeated or eliminated without the consent of the board of supervisors; and (Ord. 4250, 1992)
  4. That the proposed private open space is reasonably adaptable for use for park and recreational purposes taking into consideration such factors as size, shape, topography, geology and location of the private open space land; and
  5. That facilities proposed for the open space are in substantial accordance with the provisions of the recreational element of the general plan and are approved by the board of supervisors; and (Ord. 4250, 1992)

6. Land or facilities which may qualify for credit will generally include the following: parks, playing fields, playgrounds, picnic areas, and golf courses; court areas for tennis, badminton, shuffleboard or similar hard-surfaced areas designed and used exclusively for court games; recreational swimming areas of no less than one thousand (1,000) square feet of water surface defined as fenced areas devoted primarily to swimming and diving, including decks, lawned area, bathhouses or other facilities developed and used exclusively for swimming and diving; recreational buildings, designed and primarily used for the recreational needs of the subdivision residents; special areas such as historic sites, hiking, riding or bicycle trails, lake sites or river beaches. A plan designating the timing of the completion of such private recreation facilities receiving such credit shall be submitted at the time of the final map.
  7. That private recreational facilities for which credit is given, pursuant to this section, shall be constructed as agreed upon in the subdivision improvement agreement.
- H. Calculation of Credit Allowance. Credit in excess of the fifty percent (50%) allowed under subsection G of this section may be approved by the board of supervisors upon appropriate showing by the applicant. (Ord. 4007 §1(part), 1989: prior code §9351(4))

**16.12.100 Dedication--Acceptance.**

At the time the board of supervisors approves a final map, it shall also accept, reject or accept subject to improvements any offer of dedication. The clerk of the board shall certify on the map the action taken by the board of supervisors. (Ord. 4007 §1(part), 1989: prior code §9352)

**16.12.110 Regulations Issuance.**

The board of supervisors may, by resolution, issue regulations to establish administrative procedures, interpretations and policy direction under this chapter. (Ord. 4007 §1(part), 1989: prior code §9353)

**16.12.120 Dedication--Effective Date.**

Acceptance of offers of dedication on a final map shall not be effective until the final map is filed in the office of the county recorder or a resolution of acceptance by the board of supervisors is filed in that office. (Prior code §9354)

**16.12.130 Public Waterway Access.**

- A. The board shall not approve either a tentative or a final map of any subdivision which fronts upon a lake or reservoir owned in part or entirely by any public agency or fronts upon a public waterway, river or stream, which does not provide or have available reasonable public access by fee or easement from a public highway to an water of the lake or reservoir or any portion of the bank of the river or stream bordering or lying within the proposed subdivision.
- B. Reasonable public access shall be determined by the board of supervisors.
- C. In making the determination of what is reasonable access, the board shall consider:
  1. That access may be by highway, foot trail, bike trail, horse trail or any other means of travel;
  2. The size of the subdivision;

3. The type of riverbank or shoreline and the various appropriate recreational, educational and scientific uses including but not limited to: swimming, diving, boating, fishing, waterskiing, scientific exploration and teaching; and
  4. The likelihood of trespass on private property and reasonable means of avoiding the trespass.
- D. Any public access route or routes and any easements provided by the subdivider shall be expressly designated on the tentative and final subdivision maps and the final map shall expressly designate the government entity to which the route or routes are dedicated and its acceptance of the dedication.
- E. This provision may be waived if the board of supervisors finds that reasonable public access is otherwise available within a reasonable distance from the subdivision. In the event that the board of supervisors chooses this alternative, the finding shall be set forth on the face of the final subdivision map. (Prior code §9355)

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**Chapter 16.16**

**IMPROVEMENTS**

**Sections:**

<b>16.16.010</b>	<b>Class 1 Subdivision.</b>
<b>16.16.020</b>	<b>Rural Subdivisions.</b>
<b>16.16.030</b>	<b>Plan Checking Fees.</b>
<b>16.16.040</b>	<b>Improvement Agreement.</b>
<b>16.16.050</b>	<b>Security to Guarantee Performance of the Improvement Agreement.</b>
<b>16.16.051</b>	<b>Amount of Security.</b>
<b>16.16.052</b>	<b>Release of Security.</b>
<b>16.16.060</b>	<b>As-built Plans.</b>
<b>16.16.070</b>	<b>Road Improvement Fee.</b>
<b>16.16.080</b>	<b>Reimbursement Agreements.</b>

**16.16.010 Class 1 Subdivision.**

As a condition precedent to the acceptance of any easements offered for dedication to the public and prior to the approval of the final map of a subdivision, the subdivider shall make or agree to make the following improvements:

- A. Street improvements shall be provided in each new subdivision in accordance with the standards and requirements described in the design manual and this article. The final map of any subdivision shall not be approved until the street improvements have been provided or the subdivider has executed an agreement to provide the street improvements. In addition, the subdivision must connect to a county or state maintained highway of sufficient standards to accommodate the additional traffic flow resulting from the proposed subdivision.
- B. Drainage facilities shall be provided by the subdivider in each new subdivision in accordance with the standards and requirements as set forth in the design manual and this article.
- C. When the tentative map of a subdivision indicates the proposed water supply for any subdivision lot is from a source not located upon the lot, the subdivider shall install or cause to be installed a water supply and distribution system as set forth in the design manual and this article.  
The final map of any such subdivision shall not be approved until the entity operating the water system has approved of the final construction plans and specifications and estimates of costs and has submitted a written certificate that it is willing to maintain and operate the water system on its completion.
- D. A water distribution system shall be installed with fire hydrants placed so that no point in any of the streets fronting on lots are farther than two hundred fifty feet (250') from the nearest fire hydrant. See design manual for installation details, type and size of hydrant and minimum fire flows.

- E. When the tentative map of a subdivision indicates that the proposed means of sewage disposal for any lot is other than an approved septic disposal system located upon the lot, the subdivider shall install or cause to be installed the sewage collection and disposal system needed to serve all of the lots in accordance with the standards set forth in the design manual. The final map of any such subdivision shall not be approved until the final construction plans and specifications are submitted and a written certificate that a public agency is willing to maintain and operate the sewer system upon its completion.
- F. When the tentative map indicates that underground power and/or communication utility systems are to be provided, the subdivider shall install or cause to be installed such underground utilities in accordance with the standards set forth in the design manual. The final map of any such subdivision shall not be approved until the entity operating the underground power and/or communication utility system has:
  - 1. Approved final plans and specifications that show the work to be performed by the subdivider; and
  - 2. Submitted a letter to the director of department of transportation stating that the utility entity and subdivider have entered into an agreement that will provide the utilities service to the lot line of each lot in the subdivision.
- G. All other improvements as required by the advisory agency or the governing body shall be provided in accordance with the design manual.
- H. Improvement plans and specifications shall be prepared by a civil engineer registered in California for all improvements required by this chapter, the design manual, planning commission or the board of supervisors in approving the tentative map. The plans and specifications must be submitted to the director of department of transportation for review and approval prior to the commencement of construction.
- I. When the tentative map indicates that underground power and/or communication utility systems are to be provided, the subdivider shall determine whether the subdivision is within the geographical area granted to a franchisee for the placement of a cable television system as authorized by section 5.52.010 et seq. In the event the subdivision is within such a geographical area, the final map of any such subdivision shall not be approved until the subdivider submits a letter of agreement with each such franchisee that:
  - 1. Said franchisee's cable television system shall be installed in a common excavation with the underground power and/or communication utility systems within the subdivision to the extent such is to be provided to each residential parcel in the subdivision; or
  - 2. Said franchisee is provided otherwise with an opportunity to install a cable television within the subdivision to each residential parcel in the subdivision, by provision by the subdivider of adequate open trenching and backfilling for such purposes or otherwise; or
  - 3. Said franchisee waives the opportunity to install a cable television system within the subdivision at the time the subdivider otherwise installs underground power and/or communication utility systems. (Ord. 3839 §1, 1988: Ord. 3766 §4, 1987: Ord. 3290 §4, 1982; prior code §9356)

### **16.16.020 Rural Subdivisions.**

The minimum parcel size for rural subdivisions will be two (2) acres.

- A. Street improvements shall be provided in each new subdivision in accordance with the standards and requirements described in the design manual. The final map of any subdivision shall not be approved until the street improvements have been provided or the subdivider has executed an agreement to provide the street improvements.
- B. The final map shall contain an irrevocable offer of dedication of real property within the subdivision for streets, alleys, including access rights and abutter's rights, drainage, public utility easements and other public easements to the extent required by this section. At the time it approves the final map, the board of supervisors shall accept, accept subject to improvement or reject the offer of dedication. Except when the board of supervisors determines that the public interest necessitates acceptance, the offer of dedication of streets and alleys will be rejected in rural subdivisions at the time the final map of the subdivision is approved. The subdivider shall provide, through covenants, conditions and restrictions running with the land and approved by the board of supervisors, for a homeowner's association or other entity which shall be responsible for maintenance of streets and alleys in the subdivision, such that the access will be maintained to all lots within the subdivision and setting forth any other duties or responsibilities of the homeowner's association or other entity. Acceptance, rejection and acceptance after rejection of offers of dedication shall be in accordance with sections 16.12.100 and 16.12.110.
- C. Approved access on all rural subdivisions shall include a right-of-way, minimum width of fifty feet (50') and require the street serving the development to be connected to a county or state maintained highway of sufficient standards to accommodate the additional traffic flow resulting from the proposed subdivision or connection to an existing approved rural subdivision street of the same or better standard. If access is through another rural subdivision, written irrevocable authorization is required from the entity responsible for the maintenance of the access street or streets consenting to the connection and providing for the sharing of maintenance or improvement costs on the access street or streets with the entity requiring the access to the county or state maintained highway. Street encroachment permits from either the county or state must be obtained prior to construction.
- D. All signs within the subdivision shall conform to standards as set forth in the design manual and shall be maintained by the homeowner's association or other entity.
- E. Drainage facilities shall be provided by the subdivider in each new subdivision in accordance with the standards and requirements as set forth in the design manual.
- F. When the tentative map of a subdivision indicates the proposed water supply for any subdivision lot is from a source not located upon the lot, the subdivider shall install or cause to be installed a water supply and distribution system as set forth in the design manual.

The final map of any such subdivision shall not be approved until the entity operating the water system has approved the final construction plans, and specifications, and estimates of costs and has submitted a written certificate that it is willing to maintain and operate the water system on its completion.

- G. Where water distribution systems are available, fire hydrants shall be so placed that no point in any of the streets fronting on lots served by the system are farther than five hundred feet (500') from the nearest hydrant and in accordance with design manual specifications for accessibility, fire department connections or drafting provisions.
- H. All other improvements as required by the advisory agency or governing body shall be provided in accordance with the design manual.
- I. Improvement plans and specifications shall be prepared by a civil engineer registered in California for all improvements required by this chapter, the design manual, the planning commission or the board of supervisors in approving the tentative map. The plans and specifications must be submitted to the director of planning for review and approval.
- J. The civil engineer registered in California retained by the developer shall inspect all work performed with the subdivision and shall file a certificate of completion on a form approved by the director of planning with the county when all work has been done in conformation with required specifications and standards as specified in the design manual. (Ord. 3290 §5, 1982; prior code §9357)

**16.16.030 Plan Checking Fees.**

Prior to reviewing the improvement plans and specifications, the subdivider shall pay to the planning department a plan checking fee as established by resolution of the board of supervisors. (Prior code §9358)

**16.16.040 Improvement Agreement.**

- A. At the time the final map of the subdivision is considered for approval, the subdivider shall submit an agreement to:
  - 1. Complete all the improvements required by section 16.16.010 or section 16.16.020 prior to the date fixed by the director of department of transportation for class 1 subdivisions or the director of planning for rural subdivisions and specified in the agreement; and
  - 2. To provide and cover the costs of related civil engineering services.
- B. The agreement to complete the improvements shall provide for the acceptance of the work as it progresses and for withdrawal of that portion of any security posted as required in section 16.16.050 which is equal to ninety percent (90%) of the estimated cost of that portion of the work so accepted as shown by the certificate of the director of department of transportation for class 1 subdivision or a civil engineer registered in California for rural subdivision under the "Rules for Disposition of Subdivision Bonds and Deposits" established by resolution of the board of supervisors.
- C. The agreement shall also provide that the subdivider shall repair at his sole cost and expense any hidden defects in workmanship or materials which appear in the work within one year following acceptance of the work by the county and for retention for one (1) year of ten percent (10%) of the estimated cost of all of the improvements required to secure the subdivider's obligation to repair the defects. (Ord. 3766 §5, 1987: prior code §9359)

**16.16.050 Security to Guarantee Performance of the Improvement Agreement.**

Security to guarantee the performance of the subdivision agreement required by section 16.16.040 shall be as follows:

- A. There shall be security guaranteeing the performance of the subdivision agreement to make improvements which will be acceptable in any of the following forms within the discretion of the developer: a corporate surety bond issued by an authorized general surety company in a form approved by the county counsel; or in lieu of such bond, the subdivider may submit a cash deposit or a letter of credit which also shall be approved by the county counsel.
- B. In addition to the security required to guarantee performance of the agreement required by subsection A of this section, there shall be an additional security required to secure payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment to them for the improvement or improvements required by the subdivision agreement. (Ord. 3290 §1, 1982; prior code §9360)

**16.16.051 Amount of Security.**

Security required by section 16.16.050 shall be in the following amounts:

- A. The security required to guarantee performance of the agreement shall be in an amount equal to the estimated cost of all the improvements to be made under the agreement; and
- B. The security required to guarantee payments for labor and materials shall be in an amount equal to fifty percent (50%) of the estimated cost of the improvements. (Ord. 3290 §2, 1982)

**16.16.052 Release of Security.**

The release of that security required by section 16.16.050 shall be as determined by the "Rule for Disposition of Subdivision Bonds and Deposits" which shall be established by resolution of the county board of supervisors. Such rules shall provide that:

- A. The security guaranteeing performance of the subdivision agreement may be released up to an amount equal to ninety percent (90%) of the estimated cost of the improvement upon acceptance of the work. Ten percent (10%) of the amount of the security shall be retained by the county for a period of one (1) year following the completion and acceptance of the work by the county as a guarantee against any defective work, labor done, or defective materials furnished.
- B. The security securing the payment to the contractor, subcontractors and to persons furnishing labor, materials or equipment may be released after six (6) months following the completion and acceptance of the work required. The release shall be limited to an amount not less than the total of all claims on which any action has been filed and notice thereof given in writing to the board of supervisors, and if no such action has been filed the security may be released in full. (Ord. 3290 §3, 1982)

**16.16.060 As-built Plans.**

- A. As a condition precedent to the acceptance of improvements for maintenance, the subdivider shall file with the director of department of transportation a thirty-five (35) millimeter microfilm of the approved as-built plans.
- B. The microfilm must be submitted in a form adaptable to county microfilm equipment. (Ord. 3766 §62, 1987; prior code §9361)

**16.16.070 Road Improvement Fee.**

As a condition of approval of a final map, the subdivider shall offer proof of compliance with chapters 12.28. and 12.32 of this code. (Prior code §9362)

**16.16.080 Reimbursement Agreements.**

- A. In the event a condition is imposed pursuant to the provisions of this code that requires improvements installed by a subdivider for the benefit of the subdivision which contain supplemental size, capacity, number or length for the benefit of property not within the subdivision, and those improvements are to be dedicated to the public, county and subdivider may enter into an agreement to reimburse the subdivider for that portion of the cost of those improvements, including an amount attributable to interest, in excess of the construction required for the subdivision.
- B. In order to pay the costs as required by the reimbursement agreement executed pursuant to this section, the county may:
  - 1. Collect from other persons, including public agencies, using such improvements for the benefit of real property not within the subdivision, a reasonable charge for such use.
  - 2. Contribute to the subdivider that part of the cost of the improvements that is attributable to the benefit of real property outside the subdivision and levy a charge upon the real property benefitted to reimburse itself for such cost, together with interest thereon, if any, paid to the subdivider.
  - 3. Establish and maintain local benefit districts for the levy and collection of such charge or costs from the property benefitted.
- C. Any agreement entered into pursuant to this section shall be recommended by the director of the department of transportation, signed by the subdivider and approved by the board of supervisors. (Ord. 407 §1, 1989)

## Chapter 16.20

### PRELIMINARY MAPS

#### Sections:

<b>16.20.010</b>	<b>Purpose.</b>
<b>16.20.020</b>	<b>Dimensions.</b>
<b>16.20.030</b>	<b>Data Required.</b>
<b>16.20.040</b>	<b>Copies.</b>
<b>16.20.050</b>	<b>Filing Fees.</b>
<b>16.20.060</b>	<b>Report Time Limit.</b>
<b>16.20.070</b>	<b>Provisions Not Exclusive.</b>

#### **16.20.010 Purpose.**

A preliminary map is a generalized document which will allow the feasibility and practicality of a tract of land to be assessed informally in regard to its suitability for subdivision. This requirement is based upon the increasing complexity of subdivision map processing as required by the state and the county. A preliminary map may be submitted, at the option of the applicant, pursuant to this chapter. Where a larger or complicated project is proposed, the applicant may wish to utilize the preliminary map process to assist in focusing upon environmental issues associated with the project. (Ord. 3514 §1, 1985: prior code §9318)

#### **16.20.020 Dimensions.**

The preliminary map shall be submitted on durable paper sheets drawn to scale and be of sufficient size to show all details of the plan and required data clearly. Any number of sheets may be used providing each sheet specifies the total number of sheets comprising the map, the number of the particular sheet and its relation to each adjoining sheet. If the tract is a portion of a larger area which may be subdivided later, the preliminary map shall indicate the ultimate plan of development and may, with the concurrence of the planning director be utilized as a master plan for the ultimate development thereby precluding submission of additional preliminary maps for that project. (Prior code §9319)

#### **16.20.030 Data Required.**

The preliminary map will not be accepted unless it shows clearly all of the following data:

- A. Proposed subdivision name;
- B. Name and address of the record owner, subdivider and person preparing map;
- C. The date, north point and scale;
- D. A vicinity map showing location of proposed subdivision in relationship to surrounding landmark features, major road intersections, and collector roads which will serve the development;
- E. Sufficient data to approximate the boundaries of the tract;
- F. Names of all adjacent subdivisions and property owners for the unsubdivided parcels;
- G. Streets adjacent to the proposed subdivision with their names, width and approximate location;
- H. Existing easements with their purpose, width and approximate location;

- I. Proposed streets with names or designations, width, grades and approximate alignments;
- J. General traffic circulation patterns and connections to existing county roads;
- K. Proposed lot density areas with the estimated number of lots;
- L. Slope areas for slopes less than ten (10), eleven to twenty (11-20), twenty-one to thirty (21-30) and over thirty percent (30%);
- M. Contours of not more than ten-foot (10') intervals which may be interpolated from 7.5 minute series U.S. Geological Survey Maps;
- N. The approximate location and direction of flow of the large, small and intermittent streams shown on the 7.5 minute series U.S. Geological Survey Maps;
- O. Areas subject to flooding;
- P. Meadow and marsh areas;
- Q. Springs and hazard areas;
- R. Other natural or artificial surface features that would affect the plan of the subdivision;
- S. The zoning, both existing and proposed, for the project area;
- T. A statement by the subdivider regarding conformation to the general plan;
- U. A statement by the subdivider regarding proposed improvements to be made by him;
- V. A statement by the subdivider indicating the proposed source of water supply, method of sewage and solid waste disposal and the proposed public entity to operate the community systems is available or proposed; and
- W. A statement by the subdivider indicating the method by which fire protection will be furnished and the responsible fire agency or agencies;
- X. The name of the school district or districts within which the development is located. (Prior code §9320)

**16.20.040 Copies.**

Sufficient copies of each preliminary map shall be submitted to the planning director for processing and review. (Prior code §9321)

**16.20.050 Filing Fees.**

The filing fees as established by resolution of the board of supervisors shall be paid to the planning department as a prerequisite to the submission of a preliminary map. No part of a preliminary map filing fee will be refunded. (Prior code §9322)

**16.20.060 Report Time Limit.**

The county planning division shall report in writing its assessment of each preliminary map to the applicant within twenty (20) days after the review meeting and not later than forty (40) days from initial submission. (Ord. 3514 §2, 1985: prior code §9323)

**16.20.070 Provisions Not Exclusive.**

No provision of this chapter shall eliminate any other requirement of this article or the Subdivision Map Act. (Prior code §9324)

## Chapter 16.24

### TENTATIVE MAPS

#### Sections:

<b>16.24.010</b>	<b>Purpose.</b>
<b>16.24.020</b>	<b>Zoning and Design Manual Compliance.</b>
<b>16.24.030</b>	<b>Dimensions.</b>
<b>16.24.040</b>	<b>Data Required.</b>
<b>16.24.050</b>	<b>Filing Procedure.</b>
<b>16.24.060</b>	<b>Filing Fee – Required.</b>
<b>16.24.070</b>	<b>Filing Fee – Extension.</b>
<b>16.24.075</b>	<b>Approval Procedure.</b>
<b>16.24.080</b>	<b>Approval by Failure to Act.</b>
<b>16.24.085</b>	<b>Notice Requirements and Procedure.</b>
<b>16.24.090</b>	<b>Expiration of Tentative Map – Extension of Time.</b>

#### **16.24.010 Purpose.**

The first official action in connection with the making of a subdivision is the filing of a tentative map made for the purpose of showing the design of a proposed subdivision and the existing conditions in and around it which is prepared and filed in accordance with the provisions of the Subdivision Map Act and this article. (Prior code §9325)

#### **16.24.020 Zoning and Design Manual Compliance.**

The tentative map of a subdivision will not be approved unless it complies with all applicable provisions of the county zoning ordinance for the zone district proposed and the county design manual or approved variance or waiver therefrom. (Prior code §9326)

#### **16.24.030 Dimensions.**

The tentative map shall be submitted on durable paper sheets not to exceed forty-two inches (42") in width and seventy-two inches (72") in length and drawn to a scale of sufficient size to show all details clearly. Any number of sheets may be used providing each sheet specifies the total number of sheets comprising the map, the number of the particular sheet and its relation to each adjoining sheet. If the tract is a portion of a larger area which may be subdivided later and a preliminary master plan has been adopted, the tentative map shall indicate in general the ultimate plan for the whole. (Prior code §9327)

#### **16.24.040 Data Required.**

The tentative map shall show all of the data and statements listed for preliminary maps in section 16.20.030 in addition to the following:

- A. Names, address and phone number of the civil engineer responsible for the design of the subdivision;
- B. Contours of not more than five foot (5') intervals with accuracy within two and one-half feet (22') of true elevation;
- C. The approximate radii of all street curves;

- D. Typical cross-sections of all proposed streets;
- E. The approximate dimensions of all lots;
- F. Show the front line setbacks and building lines applicable to the tract if in variance to the zoning standard;
- G. Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public purposes;
- H. The approximate location of areas subject to inundation of stormwater overflow by any one hundred (100) year frequency storm and the location, width and direction of flow of all watercourses;
- I. Drainage structures and direction of drainage flow;
- J. Purpose, width and approximate location of all proposed easements. (Prior code §9328)

**16.24.050 Filing Procedure.**

- A. Sufficient prints of the tentative map;
- B. Three completed copies of the tentative subdivision application;
- C. All required environmental documents;
- D. All applicable filing fees as determined by section 16.24.060;
- E. Four (4) copies of a land capability report as set forth in the design manual;
- F. A petition for rezoning boundary amendment if required;
- G. No tentative map may be filed on nor shall there be any division of lands subject to the provision of a California Land Conservation Act Contract unless a new or amended California Land Conservation Act Agreement providing for the divisions is approved for each resulting parcel in accordance with the rules and regulations relating to agricultural agreements. (Prior code §9329)

**16.24.060 Filing Fee--Required.**

- A. The fees set forth by resolution of the board of supervisors shall be paid to the planning department as a prerequisite to the filing of a tentative map of a subdivision.
- B. No part of the filing fee will be refunded in the event the tentative map is not approved or for any other cause. The planning department shall deliver a fee receipt in duplicate. (Prior code §9484)

**16.24.070 Filing Fee--Extension.**

The filing fee for a tentative map extension shall be as established by resolution of the board of supervisors. (Prior code §9331)

**16.24.075 Approval Procedure.**

- A. Upon receipt of a complete tentative map application, the department shall prepare a report with recommendations. The department shall set the matter for public hearing before the planning commission in a timely manner consistent with the time requirements of the Subdivision Map Act, California Environmental Quality Act, and all other applicable provisions of state law. (Ord. 4448, 1997)

The planning commission shall hold the public hearing and shall serve as the approving authority except as provided in subsection E of this section. At the conclusion of the hearing the planning commission shall:

1. Approve, conditionally approve, or deny the tentative map as to design, area, road access, flood and drainage control or any other consideration as may be required under the provisions of any ordinance or the Subdivision Map Act.
  2. Approve or deny any design waivers request pursuant to section 16.08.020.
  3. Make all appropriate findings supporting the decision and notify the applicant in writing of the decision and findings. In the event of denial the notice shall specifically enumerate the reasons for denial. (Ord. 4448)
- B. Any decision by the planning commission may be appealed to the board of supervisors by the applicant or by any person adversely impacted by the decision. Such an appeal must be filed in writing with the planning department within ten (10) working days of the planning commission decision on a standardized form and accompanied by a fee as established by the board of supervisors. (Ord. 4448, 1997)  
The appellant shall clearly identify on the appeal form the specific reasons for the appeal. The board of supervisors shall consider on appeal all issues raised by the appellant. The board of supervisors may consider other relevant issues related to the tentative map. The clerk of the planning commission shall set a hearing before the board within thirty (30) days of receipt of a completed appeal form and fee. (Ord. 4448, 1997)
- C. Any supervisor may administratively appeal the decision of the planning commission by notifying the clerk of the planning commission within ten (10) working days of the planning commission's decision and thereupon set the matter for hearing before the board of supervisors. The clerk of the planning commission shall set the hearing before the board within thirty (30) days of receipt of the administrative appeal. (Ord. 4448, 1997)
- D. A decision on a tentative map is not final until a final determination of an appeal, if any, has been made pursuant to subsection B of this section. (Ord. 4448, 1997)
- E. Where a tentative map is submitted concurrently with an application for zone change, the planning commission's action on the tentative map shall be advisory only, and final action on the map shall be made by the board of supervisors after a noticed public hearing with notice given as provided in section 16.24.085. (Ord. 4448, 1997)

**16.24.080 Approval by Failure to Act.**

If no action is taken on the tentative map within the time required by law, the tentative map shall be deemed approved as filed and the clerk of the board of supervisors shall certify the board's approval on the map unless the subdivider has agreed to an extension of the time limits. All approval of tentative subdivision maps pursuant to this section shall be deemed approved, subject to the following terms and conditions:

- A. That all of the improvements required in the subdivision by the terms of this article and the subdivision design manual shall be completed by the subdivider and inspected by the county engineer or civil engineer as the work progresses. The improvements shall not begin until the inspection fee required by Section 16.12.010 has been paid;
- B. Other terms and conditions as may be specified by ordinance and the general plan at the time of the approval including the approval of the governing boards of all affected school districts;
- C. All conditions recommended in the staff report for the project if the planning commission or the board has not acted on the map; and

- D. All conditions imposed by the planning commission or the board of supervisors at any hearing on the map. (Ord. 3805 §9, 1988; Ord. 3677 §6, 1987; prior code §9332)

**16.24.085 Notice Requirements and Procedure.**

- A. Action by the planning commission pursuant to section 16.24.075A shall be made after a public hearing for which notice has been given as follows:
  - 1. Mailed or delivered at least ten days prior to the hearing to the applicant and all owners of real property as shown on the latest equalized assessment roll within five hundred feet (500') of the property which is the subject of the hearing; and
  - 2. Published once in at least one newspaper of general circulation at least ten (10) days prior to the hearing.
- B. Action by the board of supervisors on an appeal pursuant to subsections B or C2 of section 16.24.075 shall be made after a public hearing for which written notice has been mailed or delivered at least ten (10) days prior to the hearing to the applicant and the appellant(s). In addition, the clerk of the board may elect to publish notice of the hearing in a newspaper of general circulation at least ten (10) days prior to the hearing. Failure to publish such notice shall not invalidate the proceedings.
- C. All hearings conducted pursuant to this chapter shall be public hearings wherein any person may be heard and any evidence taken which is relevant to the proceedings; provided, that in the case of appeal hearings testimony and evidence shall be limited to those things relevant to the specific reasons for the appeal.
- D. In any appeal action brought pursuant to section 16.24.075B, the appellant may withdraw his or her appeal, with prejudice, at any time prior to the commencement of the public hearing. For the purposes of this section the public hearing shall be deemed commenced upon the taking of any evidence including reports from planning staff. (Ord. 3805 §10, 1988)

## Chapter 16.28

### FINAL MAPS

#### Sections:

<b>16.28.010</b>	<b>Purpose.</b>
<b>16.28.030</b>	<b>Form and Contents.</b>
<b>16.28.040</b>	<b>Certificates.</b>
<b>16.28.050</b>	<b>Filing Procedures and Fees.</b>
<b>16.28.060</b>	<b>Certificate of Acceptance.</b>

#### 16.28.010 Purpose.

A subdivider may elect to file a final map covering only a portion of the approved tentative map. Such a submission shall be in compliance with a phasing plan approved by the planning commission. Each such final map shall be named and filed as a numerical unit of the approved tentative map. All of the requirements for approval of a final map shall apply to the approval covering a portion of the tentative map. A final map and the subdivision agreements required shall provide for the construction of the improvements as may be necessary to constitute a logical and orderly development of the whole subdivision by units. (Prior code §9333)

#### 16.28.030 Form and Contents.

The final map shall be prepared by or under the direction of a civil engineer registered in California or licensed land surveyor and shall be based upon a survey and shall conform to all of the following provisions:

- A. It shall be legibly drawn, printed or reproduced by a process guaranteeing a permanent record in black India drawing ink on tracing cloth or polyester drafting film of a thickness of four (4) millimeters. Certificates, affidavits and acknowledgments may be legibly stamped or printed upon the map with black India drawing ink.
- B. The size of each sheet shall be eighteen by twenty-six inches (18" x 26"). A marginal line shall be drawn completely around each sheet leaving an entirely blank margin of one inch (1"). The scale of the map shall be one inch to one hundred feet (1" - 100') for class 1 subdivisions or one inch to two hundred feet (1" x 200') for rural subdivisions. The particular number of the sheet and the total number of sheets comprising the map shall be stated on each sheet and its relation to each adjoining sheet shall be clearly shown.
- C. The final map shall show all survey and mathematical information and data necessary to locate all monuments and to locate and retrace any and all interior boundary lines appearing thereon including bearings and distances of straight lines, the radii and chord bearings and chord distances of all curves and such information as may be necessary to determine the location of the centers of curves when the curves are nontangent.
- D. The exterior boundary of the land included within the subdivision shall be indicated by a heavy-line border. All land within the exterior boundaries which are not a part of the subdivision shall be marked "Not a part of this subdivision."
- E. The map shall show the location of the subdivision, its relation to surrounding surveys and the names of all adjacent subdivisions. The north point and basis of bearing (true meridian preferred) shall be shown.

- F. The title of the final map shall be the name of the subdivision map as it appears on the approved tentative map unless changed by approval of the planning staff.
- G. The date the tentative map was approved shall be clearly shown.
- H. The width and actual locations of all easements shall be clearly shown.
- I. Each lot shall be numbered or lettered. Each street shall be named.
- J. The location and type of all monuments shall be shown, including all monuments required to be set by the Subdivision Map Act and this chapter. All existing monuments shall be shown.
- K. The title, items, notes, legend, basis of bearing, references and amendments shall be placed on each survey sheet. Any of the foregoing in this subsection may be deleted when found superfluous by the county surveyor.
- L. Maps filed for the purpose of showing as acreage land previously subdivided into numbered or lettered lots shall be conspicuously marked below the title "The purpose of this map is a reversion to acreage." (Ord. 3457 §1, 1984: prior code §9335)

**16.28.040 Certificates.**

The following certificates shall appear on the final map:

- A. The ownership certificate; the signed and acknowledged certificate of the owners of the land consenting to the preparation and recording of the final map as required by section 66436 of the Subdivision Map Act;
- B. The certificate of the owners of the land offering for dedication to the public those parcels designated upon the final map to be devoted to public purposes as required by section 66439 of the Subdivision Map Act. In the case of rural subdivision, the final map shall clearly state the roads are not accepted for maintenance by the county;
- C. The certificate of the civil engineer or licensed land surveyor responsible for the survey that it is true and complete as shown and that the required monuments are set and are sufficient to retrace the survey as required by section 66441 of the Subdivision Map Act. In the case of rural subdivisions where the subdivider elects to complete the improvements before filing the final map, a civil engineer registered in California shall certify the improvements as complete. If improvements are to be guaranteed, see subsection H of this section as to certification by the county planning director;
- D. The certificate of the county surveyor; this certificate shall state that he has examined the final map and it is substantially the same as the tentative map with any approved alterations thereof; that the provisions of the Subdivision Map Act and this chapter have been satisfied and that he is satisfied that the map is technically correct as required by section 66442 of the Subdivision Map Act;
- E. The certificate of the county tax collector; this certificate shall state there are no liens against any portion of the subdivision for unpaid state, county, city or local taxes or special assessments, except those not yet payable as required by section 66492 of the Subdivision Map Act;

- F. The certificate of the county clerk; this certificate shall state that the board of supervisors approved the map and accepted or rejected any parcels offered for dedication to public uses as required by section 66440 of the Subdivision Map Act. This certificate shall also state any waiver of a soil report;
- G. The certificate of the county recorder; this certificate shall state that the map is accepted for filing as required by section 66466 of the Subdivision Map Act;
- H. The certificate of the county planning director; this certificate shall state that the map conforms to the approved tentative map of the subdivision and all conditions imposed upon the approval have been satisfied.

In rural subdivisions, it shall be the county planning director's responsibility to certify that appropriate arrangements have been made to establish an entity which will provide for both road construction and maintenance; and operation and maintenance of recreation and open space areas. The establishment of the entity shall be approved by the board of supervisors.

Covenants, conditions, restrictions, bylaws and articles of incorporation of the entities cannot be amended nor abrogated without the consent of the board of supervisors. The planning director shall certify that the subdivider has executed the necessary agreement and submitted the required bond, letter of credit, or deposit to secure the completion of the required improvements if the subdivider elects not to complete improvements prior to filing the final map;

- I. The certificate of the director of the department of transportation, this certificate shall state that all improvements required have been completed or the subdivider has executed the necessary agreement and submitted the required bond or deposit to secure the completion of the required improvements. This certification should not be provided for rural subdivisions or subdivisions approved in conjunction with an approved development plan in accordance with chapter 17.50, planned development districts, where all improvements are private and require no inspection or approval by the county engineer. Refer to the design manual for sample showing requested placement of the above certificates on the submitted maps. (Ord. 3973 §1, 1988: Ord. 3766 §7, 1987: Ord. 3422 §1, 1984: prior code §9336)

**16.28.050 Filing Procedures and Fees.**

- A. Prior to the expiration date of a tentative map, or any extension thereof, a final map shall be submitted to the county. In order for the submittal to be considered a timely filing of a final map, as described in California Government Code section 66452.6(d), all of the following must be submitted to the county surveyor or the named county staff as set forth below:
  - 1. The original final map to the county surveyor as set forth in section 16.28.030.
  - 2. A subdivision improvement agreement and adequate surety as set forth in section 16.16.040 and 16.16.050, executed by the final map applicant, to the county engineer.
  - 3. Documentation demonstrating satisfaction of all applicable conditions of approval of the tentative map to the planning director.
- B. When all of the certificates required by section 16.28.040 have been executed except those of the county clerk and county recorder, the final map may be submitted to the county clerk for action by the board of supervisors. Concurrent with the filing of a final subdivision map, the subdivider shall pay to the planning department a filing fee as authorized by resolution of the board of supervisors to defray the costs of processing the map, plus a

percentage of the total cost of installing the required improvements of a class 1 subdivision.

The percentage shall be as established by the board of supervisors. This fee is required for county inspection. This inspection fee is not required for rural subdivisions. All such filing fees shall be receipted, deposited and accounted for as provided in section 16.24.060.

The county clerk shall submit the final map to the board of supervisors at the earliest regular meeting following the receipt of the map.

- C. The board of supervisors shall within a period of ten (10) days after the filing of the final map for approval or at its next regular meeting after the meeting at which it receives the map, whichever is later, approve the map if it conforms to all the requirements of this article applicable at the time of approval or conditional approval of the tentative map and any rulings made thereunder or, if it does not so conform, disapprove the map. (Ord. 4533 1999)
- D. If the board of supervisors does not approve or disapprove the map within the prescribed time, or any authorized extension thereof and the map conforms to all said requirements and rulings, it shall be deemed approved and the clerk shall certify its approval thereon. (Prior code §9337)

**16.28.060 Certificate of Acceptance.**

After the county clerk has executed the certificate of approval of the board of supervisors, the final map may be submitted to the county recorder. Within ten (10) days after filing, the county recorder shall accept it for filing by executing a certificate on the face of the map, provided:

- A. The subdivider has furnished to the county recorder a guarantee of title or letter from a competent title company certifying the names of all persons whose consent is necessary to pass clear title to the land and all acknowledgments thereto appear on the certificates consenting to the preparation of the map and offers of dedication;
- B. The subdivider has provided the original tracing of the final map as approved by the board of supervisors;
- C. All provisions of the Subdivision Map Act and the provisions of this article have been complied with;
- D. Such acceptance and filing shall be made within twenty-four (24) months or within any extensions granted by the board of supervisors;
- E. In addition to the filing fees required by Government Code section 27372, a fee of two and 75/100 dollars (\$2.75) shall be charged by the county recorder for the preparation of a reproducible film copy of the map to be retained by the county recorder. (Prior code §9338)

## Chapter 16.32

### SURVEYS

#### Sections:

<b>16.32.010</b>	<b>Required.</b>
<b>16.32.020</b>	<b>Error Limit.</b>
<b>16.32.030</b>	<b>Monument Placement.</b>
<b>16.32.040</b>	<b>Monument Guarantee.</b>
<b>16.32.050</b>	<b>Noncompletion of Monument Placement.</b>
<b>16.32.060</b>	<b>Substitute Surveyor Setting Monuments.</b>
<b>16.32.070</b>	<b>County Surveyor Fee.</b>

#### **16.32.010 Required.**

Before the final map of a subdivision can be prepared or submitted, an accurate and complete boundary survey of the lots, roads, easements and boundaries of the subdivision must be made by a civil engineer registered in California or a licensed land surveyor. The survey is to be in compliance with the State Land Surveyor's Act. (Prior code §9339)

#### **16.32.020 Error Limit.**

A traverse of the exterior boundaries of the subdivision and of each lot therein, when computed from field measurements on the ground, must close within a limit of error of one foot in five thousand feet or perimeter. The civil engineer or land surveyor must furnish the county surveyor at the time the final map of a subdivision is submitted to him for his certificate, the traverse sheets showing mathematical closure, within the allowable limits of closure. On curves, closure shall be by chord measurement. Other detail maps shall be furnished as may be required for accurate checking. (Prior code §9340)

#### **16.32.030 Monument Placement.**

The civil engineer or land surveyor making a survey of a subdivision shall cause permanent monuments as specified in this section to be set in the ground as follows:

- A. A one and one-half inch (12") (inside diameter) or larger galvanized capped iron pipe, at least thirty inches (30") long, driven at least twenty-four inches (24") in the ground will be set at each boundary corner of the subdivision and along the boundary lines of the subdivision at intervals of not more than one fourth (3) mile. The year date shall be stamped on the top of the cap.
- B. A three-fourths inch (3/4") (inside diameter) or larger galvanized (or cadmium plated) capped iron pipe at least eighteen inches (18") long, set firmly in the ground and extending approximately three inches (3") above the surface of the ground shall be set at all lot corners and curve points.
- C. All monuments shall be stamped on the top of the cap with either the notations "RCE" for the registered civil engineer or "LS" for licensed land surveyor, together with the license number of the civil engineer or land surveyor. Lot numbers may be stamped on the caps.

- D. If a monument is set in a paved street, it shall be set with its top at least six inches (6") below the finished grade line of the street, in a cast iron cup with a cast iron cover, set flush with the finished grade of the street.
- E. All full section corners, quarter corners and sixteenth corners that are a part of the subdivision or are required ties to the subdivision shall be rehabilitated for preservation, if required, and complete notations as to what was found or set at each of these U.S. Government Land Survey corners shall be made upon the subdivision map as required by the State Land Surveyor's Act. Unless the U.S. Government corner is monumented by a one and one-half inch (12") or larger galvanized capped iron pipe, it shall be replaced with a one and one-half inch (12") or larger galvanized capped iron pipe which shall be stamped appropriately in the manner specified in the Manual of Surveying Instructions, U.S. Bureau of Land Management together with the notation of either "RCE" or "LS" and the license numbers of the civil engineer or land surveyor. The annual date shall also be stamped thereon.
- F. If the found and accepted section, quarter and sixteenth corner is found adequately monumented with a one and one-half inch (12") or larger galvanized iron pipe, but is not stamped or only partly stamped, the missing date shall be stamped thereon including the notations of either "R.C.E." or "L.S." and the license numbers and the year date. A statement as to what was found, set or added shall be placed on the subdivision map.
- G. By order entered in its minutes, the board of supervisors may authorize placement of other specified kinds of permanent monuments in a specified subdivision.
- H. Prior to a request made to the county surveyor for a field inspection of the placement of all required monuments, the monuments shall be adequately flagged with wooden stakes and colored ribbon to enable the monument to be readily found. (Prior code §9341)

**16.32.040 Monument Guarantee.**

- A. Where the certificate of the civil engineer or land surveyor states that all the monuments will be set on or before a specified later date, the subdivider shall furnish to the county surveyor a bond or cash deposit in an amount equal to the estimated cost of setting the monuments guaranteeing the payment of the cost thereof. The bond or cash deposit receipt shall be furnished to the county surveyor for his approval prior to his signing the final map. The county surveyor shall file the bond or notice of cash deposit from the auditor with the board of supervisors.
- B. Within five (5) days after the final setting of all the monuments has been completed by the civil engineer or land surveyor, he shall give written notice to the subdivider and the county surveyor that the final monuments have been set.
- C. The written notice to the county surveyor will state that the monuments have been set, that request for inspection is being made and that he has received payment from the subdivider or otherwise releases his obligation and requests that the subdivider's bond or cash deposit be released to the subdivider.
- D. The county surveyor will make the field inspection of the monuments and if found acceptable, shall report by letter to the board of supervisors within thirty (30) days subject to weather conditions, stating that the monuments have been set in compliance with the subdivision ordinance and recommends release of the bond or cash deposit to the subdivider. (Prior code §9342)

**16.32.050 Noncompletion of Monument Placement.**

- A. If the subdivider does not present evidence to the board of supervisors that he has paid the engineer or surveyor for the setting of the final monuments and if the engineer or surveyor notifies the board of supervisors that he has not been paid by the subdivider for the setting of the final monuments, the board of supervisors may, within three (3) months from the date of said notification, pay to the engineer or surveyor from any deposit the amount due, subject to certification that the monuments have been set and that the county surveyor has field checked and accepted the monuments.
- B. If the setting of the monuments is not complete and acceptable on the first field inspection, a fee of one hundred dollars (\$100) payable to the county surveyor will be required for the second and each additional field inspection required. (Prior code §9343)

**16.32.060 Substitute Surveyor Setting Monuments.**

In the event of the death, disability or retirement from practice of the engineer or surveyor charged with the responsibility for setting monuments, or in the event of his refusal to set the monuments, the board of supervisors may direct the county surveyor or such engineer or surveyor as it may select to set the monuments. When the monuments are so set, the substitute engineer or surveyor shall amend any map filed pursuant to this article in accordance with the provisions of sections 66469 through 66472 of the Subdivision Map Act. All provisions of this article relating to payment shall apply to the services performed by the substitute engineer of surveyor. (Prior code §9344)

**16.32.070 County Surveyor Fee.**

The fees as set forth by resolution of the board of supervisors shall be paid to the county surveyor as a prerequisite to the filing of a final map on all subdivisions. (Prior code §9345)

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## ARTICLE II. MINOR LAND DIVISIONS

### Chapter 16.36

#### GENERAL PROVISIONS

##### Sections:

<b>16.36.010</b>	<b>Title.</b>
<b>16.36.020</b>	<b>Purpose.</b>
<b>16.36.030</b>	<b>Scope.</b>
<b>16.36.040</b>	<b>Definitions.</b>

##### 16.36.010 Title.

This article shall be known and cited as the county minor land division ordinance. (Prior code §9601)

##### 16.36.020 Purpose.

This article is enacted for the purpose of implementing the Subdivision Map Act. The board of supervisors as the adoptive agency and authority assigns the duties outlined within this article to the county planning commission and planning director. (Prior code §9602)

##### 16.36.030 Scope.

- A. This article shall govern the division of any and all land within the unincorporated territory of the county where four (4) or fewer parcels, condominium units or community project apartments are created. (Ord. 4244, 1992)
- B. This article shall also govern the division of such land where five (5) or more parcels, condominium units or community project apartments are created but only where:
  - 1. The land before division contains less than five (5) acres, each parcel created by the division abuts upon a maintained public street or highway and no dedications or improvements are required by the legislative body; or
  - 2. Each parcel created by the division has a gross area of twenty (20) acres or more and has an approved access to a maintained public street or highway; or
  - 3. The land consists of a parcel or parcels of land having approved access to a public street or highway which comprises part of a tract of land zoned for industrial or commercial development and which has the approval of the governing body as to street alignments and widths; or
  - 4. Each parcel created by the division has a gross area of not less than forty (40) acres or is not less than a quarter of a quarter section.
- C. This article shall be inapplicable to:
  - 1. A "major land division" as defined in section 16.04.030;
  - 2. The financing or leasing of apartments, offices, stores or similar space within an apartment building, industrial building or trailer park; mineral, oil or gas leases; land dedicated for cemetery purposes under the Health and Safety Code and to the adjustment of parcel lines not creating a separate building site or where the total

- number of ownerships are not increased between the principals involved, provided the adjustment is approved by the planning department in concurrence with the county surveyor, as authorized by resolution of the board of supervisors;
3. The sale, lease or financing of property if the property had been assigned a separate parcel number on the county assessment roll as of March 4, 1972;
  4. The conveyance of land to a governmental agency, public entity or public utility;
  5. Agricultural leases as defined in section 66424 of the Government Code. (Prior code §9603)

**16.36.040 Definitions.**

When used in this article, the following words and phrases shall have the following meanings:

- A. "Access" means a road leading from a state or county maintained road to the subdivision. Such access road shall meet established improvement standards per Subdivision Design and Improvement Standards Manual and shall have guarantee of access to the project pursuant to section 16.44.120.
- B. "Appeals board" means the final appeals board, which is the board of supervisors.
- C. "Approving authority" means the planning director or his designee.
- D. "Approved access" means roads which meet the standards set forth in this title.
- E. "Building site" means a parcel or lot of land containing not less than the prescribed minimum area required by the county zoning ordinance or other applicable local ordinances existing at the time of the creation of the lot or parcel and occupied or intended to be occupied by buildings or structures.
- F. "Divider" means a person, firm, corporation, partnership or association who proposes to divide, divides or causes to be divided real property into a division for himself or for others, except that employees and consultants of such persons or entities, acting in such capacity, are not subdividers.
- G. "Division," "division of land" and "divided" means any separation of land into two (2) or more parts or parcels accomplished by deed, including gift deed, contract of sale, lease, court decree, or intestate or testamentary disposition, with the exception of those land divisions defined in subsection C of section 16.36.030.
- H. "Improvement" refers to such street work and utilities to be installed or agreed to be installed by the divider to be used for public or private streets, highways, ways and easements as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition of the approval and acceptance of the parcel map thereof. Improvement also refers to such other specific improvements or types of improvements, the installation of which either by the divider, by public agencies, by private utilities, by any other entity approved by the local agency or by a combination thereof is necessary or convenient to insure conformity to or implementation of the general plan required by article 5 (commencing with section 65300) of chapter 3 of division 1 or any specific plan adopted pursuant to article 8 (commencing with section 65450) of chapter 3 of division 1 of the Government Code.
- I. "Parcel map" refers to a map prepared in accordance with the Subdivision Map Act and this article which map is designed to be filed in the office of the county recorder.

- J. "Preliminary map" is a generalized document which will allow the feasibility and practicality of the division of a tract of land to be assessed informally in regard to its suitability for division. A preliminary map will be required in cases where five (5) or more parcels are proposed to be created. This requirement is based upon the increasing complexity of parcel map processing as required by the state and the county. This map shall be submitted pursuant to local ordinance and shall not be considered a tentative map for the purposes of compliance with the Subdivision Map Act (section 66410 et seq.) of the Government Code. See section 16.20.030 for the specific requirements for the submission of preliminary map.
- K. "Preliminary title report" means a preliminary title report with off-tract easements appurtenant to the subdivision for access from a publicly maintained road.
- L. "Remainder" or "designated remainder" shall mean that portion of improved or unimproved land proposed to be subdivided that is not divided for the purpose of sale, lease, or financing. Said designated remainder shall not be counted as a parcel for the purpose of determining whether a parcel or final map is required. (Ord. 4448, 1997)
- M. "Streets" includes highways and refers to land primarily devoted to vehicular traffic use and extending to the boundaries of the right-of-way of the adjoining owner whether designated as a highway, freeway, throughway, thoroughfare, avenue, boulevard, road, parkway, lane, alley, place, court, circle, drive, way or other similar terms.
- N. "Tentative parcel map" refers to a map for the purpose of showing the design of a proposed division and the existing conditions in and around it. The map need not be based upon an accurate or detailed field survey of the property. (Ord. 3805 §12, 1988; Ord. 3641 §1, 1986; Ord. 3449 §1, 1984; Ord. 3395 §1, 1983; prior code §9604)

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## Chapter 16.40

### ADMINISTRATION AND ENFORCEMENT

#### Sections:

- 16.40.010      Design Waivers.**
- 16.40.020      Agricultural Preservation.**
- 16.40.030      Prohibited Transactions.**
- 16.40.040      Penalty for Violation.**

#### 16.40.010 Design Waivers.

- A. The approving authority may grant a waiver or conditional waiver of any of the design or improvement requirements of this article with respect to a particular division at the time it approves the tentative map of the division. A waiver shall not be granted unless:
  - 1. The applicant has submitted a written application therefor more than twenty (20) days before the hearing to consider the tentative map;
  - 2. In order to grant a design waiver the approving authority must find that each of the following conditions exist:
    - a. There are special conditions or circumstances peculiar to the property proposed to be divided which would justify the adjustment or waiver,
    - b. Strict application of the design or improvement requirements of this article would cause extraordinary and unnecessary hardship in developing the property,
    - c. The adjustment or waiver would not be injurious to adjacent properties or detrimental to the health, safety, convenience and welfare of the public,
    - d. The adjustment or waiver would not have the effect of nullifying the objectives of this article or any other law or ordinance applicable to the division.
- B. The order granting the adjustment or waiver may contain such conditions as deemed necessary by the approving authority, and failure to conform to the conditions will be grounds for disapproval of the final map or the division. (Ord. 3805 §13, 1988: prior code §9605)

#### 16.40.020 Agricultural Preservation.

Whenever a tentative map is filed for any division of lands subject to the provisions of a California Land Conservation Act Contract, it shall be a condition of approval of the map that the agricultural commission finds that each of the resulting parcels would meet the criteria for establishment of independent contracts, and that the landowner initiate proceedings to establish a separate contract for each parcel. (Prior code §9606)

**16.40.030 Prohibited Transactions.**

- A. No person shall sell, lease or finance any parcel or parcels of real property or commence construction of any building for sale, lease or financing thereon, except for model homes, or allow occupancy thereof, for which a parcel map is required by this article until the map is in full compliance with the provisions of this article and has been filed with the recorder of the county. This prohibition shall not apply to parcels shown on the latest equalized county assessment roll.
- B. Conveyances of any part of a division of real property for which a parcel map is required by this article of local ordinance shall not be made by parcel number or letter designation, unless and until the map has been filed for record with the recorder of the county in which any portion of the division is located.
- C. This section does not apply to any parcel or parcels of a division offered for sale or lease, contracted for sale or lease, or sold or leased in compliance with or exempt from this article, regulating the design and improvement of divisions in effect at the time the ordinance codified in this title was established. (Prior code §10,000)

**16.40.040 Penalty for Violation.**

Any person, firm, partnership, association, corporation or other entity violating this article is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment in the county jail for a term not exceeding six (6) months or by both such fine and imprisonment. At the discretion of the community development department, or the district attorney, the violation may be reduced to an infraction with maximum penalty of five hundred dollars. (Ord. 3831 §11, 1988)

## Chapter 16.44

### CONDITIONS AND REQUIREMENTS

#### Sections:

<b>16.44.010</b>	<b>Compliance with State Law.</b>
<b>16.44.020</b>	<b>Compliance with General Plan.</b>
<b>16.44.030</b>	<b>Findings Requiring Disapproval.</b>
<b>16.44.040</b>	<b>Land Parcel Approval Requirements.</b>
<b>16.44.050</b>	<b>Waste Discharge Water Quality Protection.</b>
<b>16.44.060</b>	<b>Dedication – Required When.</b>
<b>16.44.070</b>	<b>Dedication/Irrevocable Offers of Dedication – Acceptance or Rejection.</b>
<b>16.44.080</b>	<b>Dedication – Effect of Rejection.</b>
<b>16.44.090</b>	<b>Dedication – Effective Date.</b>
<b>16.44.092</b>	<b>Private Easements – Fences.</b>
<b>16.44.100</b>	<b>Public Access to Waterways.</b>
<b>16.44.120</b>	<b>Design Criteria.</b>

#### **16.44.010 Compliance with State Law.**

Maps failing to meet the requirements or conditions imposed by article 1, chapter 4, division 2 of the Government Code (section 66473 et seq. of the Subdivision Map Act) or this article shall not be approved. The provisions of law applicable at the time of approval of the tentative map shall govern. However, a technical or inadvertent error may be excused if it is found that it does not materially affect the validity of the map. (Prior code §9700)

#### **16.44.020 Compliance with General Plan.**

The approving authority shall not approve a tentative map unless the approving authority finds that the map, together with the provisions for its design and improvements, is consistent with the general plan and any applicable specific plan required by section 65450 of the Government Code. (Ord. 3805 §14, 1988: prior code §9701)

#### **16.44.030 Findings Requiring Disapproval.**

The approving authority shall not approve a tentative map if the approving authority makes any of the following findings:

- A. That the proposed map is not consistent with applicable general and specific plans;
- B. That the design or improvement of the proposed division is not consistent with applicable general and specific plans;
- C. That the site is not physically suitable for the type of development;
- D. That the site is not physically suitable for the proposed density of development;
- E. That the design of the division or the proposed improvements are likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat;
- F. That the design of the division or the type of improvements is likely to cause serious public health hazards;

- G. That the design of the division or the improvements are not suitable to allow for compliance of the requirements of section 4291 of the Public Resources Code;
- H. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection the approving authority may approve a map if it finds that alternate easements for access or for use will be provided and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision. (Ord. 3805 §15, 1988: prior code §9702)

**16.44.040 Land Parcel Approval Requirements.**

The approving authority shall not approve a parcel map for any land project as defined in section 11000.5 of the Business and Professions Code unless:

- A. The county has adopted a specific plan covering the area proposed to be included within the land project; and
- B. The approving authority finds that the proposed land project together with the provisions for its design and improvement is consistent with the specific plan for the area. (Ord. 3805 §16, 1988: prior code §9703)

**16.44.050 Waste Discharge Water Quality Protection.**

The approving authority shall determine by consultation and written verification from the director of environmental health or Central Valley Water Quality Control Board whether the discharge of waste from the proposed division into an existing community sewer system would result in violation of existing requirements prescribed by a California Water Quality Control Board pursuant to division 7 (commencing with section 13000) of the Water Code. In the event that the approving authority finds that the proposed waste discharge would result in or add to violation of requirements of the Water Quality Control Board, the approving authority may disapprove the tentative map or maps of the division. (Ord. 3805 §17, 1988: prior code §9704)

**16.44.060 Dedication--Required When.**

- A. Public Easements. Either a dedication or irrevocable offer of dedication of real property within the division for streets, alleys, including access rights and abutter's rights, drainage, public utility easements and other public easements may be required for the expansion of the existing county road system.
- B. Waiver of Direct Access Rights. There may be imposed a requirement that dedications or offers of dedication of streets include a waiver of direct access rights to any such street from any property shown on parcel map as abutting thereon and if the dedication is accepted, any such waiver shall become effective in accordance with its provisions. (Ord. 3641 §2, 1986: prior code §9705)

**16.44.070 Dedication/Irrevocable Offers of Dedication-- Acceptance or Rejection.**

Upon presentation of a parcel map the county surveyor may accept or reject dedications and offers-of-dedication that are made by certificate on the map or by separate instrument. (Ord. 3641 §3, 1986: prior code §9706)

**16.44.080 Dedication--Effect of Rejection.**

- A. Streets, Paths, Alleys, Storm Drainage Easements. If at the time the parcel map is approved any streets, paths, alleys or storm drainage easements are rejected, the offer of dedication shall remain open and the board may, by resolution at any later date, and without further action by the divider, rescind its action and accept and open the streets, paths, alleys or storm drainage easements for public use, which acceptance shall be recorded in the office of the county recorder. (Ord. 3641 §4, 1986: prior code §9707)

**16.44.090 Dedication--Effective Date.**

The offers of dedication on a parcel map shall not be effective until the parcel map is filed or, where applicable, a separate instrument is recorded in the office of the county recorder. (Ord. 3641 §5, 1986: prior code §9708)

**16.44.092 Private Easements--Fences.**

- A. Any minor land division into parcels of less than twenty (20) acres that borders on an agricultural preserve (Williamson Act property) that is used primarily for livestock purposes shall be required to construct and maintain a fence along the border on a ten foot (10') easement adjacent to the preserve that allows adjacent owners access for the sole purpose of maintaining the fence. The fence and easement shall be maintained for as long as the adjacent land is an agricultural preserve. The specifications for the fence shall be provided by resolution of the board of supervisors. The easement shall be totally on the land to be divided which shall be the servient tenement. The dominant tenement shall be the adjacent agricultural preserve land that benefits from the fence and easement through its control of dog and other pet access onto the agricultural preserve land. The easement shall be listed on all tentative and final maps.
- B. The determination that agricultural preserve land is primarily used for livestock purposes shall be made by the agricultural commission.
- C. A party that causes damage to the fence is responsible for its prompt repair. (Ord. 4263, 1992)
- D. This section does not apply to an agricultural preserve that has filed a notice of non-renewal. (Ord. 4111 §2, 1990)

**16.44.100 Public Access to Waterways.**

- A. The planning director shall not approve a tentative map or authorize the filing of a parcel map of any proposed division which fronts upon a public waterway, river or stream which does not provide or have available reasonable public access by fee or easement from a public highway to that portion of the bank of the river or stream bordering or lying within the proposed division.

- B. Reasonable public access shall be determined by the director. In making the determination of what is reasonable access, he shall consider all of the following:
1. That access may be by highway, foot trail, bike trail, horse trail or any other means of travel;
  2. The size of the division;
  3. The type of riverbank and the various appropriate recreational, educational and scientific uses, including, but not limited to, swimming, diving, boating, fishing, water skiing, scientific collection and teaching;
  4. The likelihood of trespass on private property and reasonable means of avoiding such trespass;
  5. A public waterway, river or stream for the purposes of this section, means those waterways, rivers and streams defined in sections 100 through 106 of the Harbors and Navigation Code, any stream declared to be a public highway for fishing pursuant to sections 25660 through 25662 of the Government Code, the rivers listed in section 1505 of the Fish and Game Code as spawning areas, all waterways, rivers and streams downstream from any state or federal salmon or steelhead fish hatcheries. (Prior code §9800)

**16.44.120 Design Criteria.**

All design criteria and improvements made or installed in conjunction with the approval of a tentative parcel map shall conform to the standards and specifications contained or referred to in the Subdivision Design and Improvement Standards Manual, which shall be adopted and amended by resolution of the board of supervisors.

- A. All land divisions shall establish parcels consistent with the zoning regulations applicable to the area where the parcels are located and shall be consistent with applicable general and specific plans.
- B. Right-of-way.
1. On-site.
    - a. A fifty foot (50') minimum width on-site public road and utility easement shall be irrevocably offered for dedication to the county to serve all parcels being created. Such easement may be extended, at the county's discretion, to the limits of the property in order to provide an orderly vehicle circulation system to and for adjacent properties.  
All cuts and fills necessary for the roadway which are outside the basic right-of-way width, shall be included in an easement or increased right-of-way width.
    - b. When the approving authority finds there is no future need for public access, on-site rights-of-way which serve only the parcels being created may be private, nonexclusive road and public utility easements.
  2. Off-site.
    - a. The parcels proposed in the subdivision shall have access to a state or county maintained road. Proof of access, as defined in subsection B2a(I)(A) of this section, shall be a condition placed on a tentative map.
      - (I) Proof of access may be shown as follows:
        - (A) A recorded easement or court judgement as shown on a guarantee of record provided by a title company which provides for legal access

to all parcels being created. The description of said easement shall be sufficient to identify its location and alignment.

- (B) Access rights-of-way on land owned by a public entity or railroad may be documented by other than the above method, subject to county approval.
- C. The minimum width of easements or road bed improvements may be modified upon the approval of the approving authority.
- D. The approving authority may, due to the zoning potential of further divisions, require that a property owners' association be created and caused to be responsible for road maintenance.
- E. When an applicant proposes to create parcels in all other areas, any one of which is less than forty (40) acres or less than a quarter-quarter section or five (5) or more parcels, he/she shall construct and improve a road which conforms to the standard, as set forth in the Subdivision Design and Improvement Standards Manual, to serve each parcel to be created. Where the findings set forth in section 66411(1) and (2) of the Subdivision Map Act are made by the approving authority, construction of the road shall be completed within one (1) year of the date of the filing of the parcel map and the applicant shall furnish security for the performance of the construction as set forth in section 16.52.110. Where the findings referred to in this subsection are not made, an instrument giving constructive notice of the requirement of construction of the road shall be executed and recorded as set forth in that section. Covenants, conditions and restrictions providing for common maintenance of the improved roads shall be approved by the county counsel and shall be recorded at the time of filing of the parcel map.
- F. When five (5) or more parcels are proposed, they shall be conditioned upon the improvement of all required roads to the standards set forth in the Subdivision Design and Improvement Standard Manual.
- G. When the proposed roads in a land division are required to be improved, the respective easements shall be offered for dedication or for public service use dedication. A property owners' association or a similar entity may be created and caused to be responsible for maintenance of the roads and at such times as the roads are improved to county standards and accepted by the county for maintenance, they shall be dedicated to public use.
- H. Drainage preservation areas shall be established so as to preserve and protect the natural drainage ways. The natural drainage courses shall be maintained in the original channel or in a constructed channel designed to accept flows normal to a fifty year storm.
- I. Utility easements shall be established and be continuations of existing utility easements.
- J. Land divisions shall be designed so as to protect existing wells and septic systems except for those facilities to be abandoned.
- K. Where mutually agreed upon between the planning director and the applicant, the planning commission may, due to the size, location and/or nature of the proposed land division, initiate rezoning of the parcel map area to an appropriate zone consistent with the parcels being created.
- L. When one or more parcels of 4.5 acres or smaller is proposed to be created, the property shall be supplied with either:
  - 1. Domestic water supplied by a public entity with a minimum six inch (6") water line to the property being divided and immediate service available to each parcel being created; or
  - 2. Sewer services supplied by a public entity. The service shall be to each parcel being created and ready for immediate service.

- M. When one or more parcels of nine (9) acres or smaller is proposed to be created, the property shall be supplied with structural fire protection. The requirements for structural fire protection are contained in the Subdivision Design and Improvement Manual.
- N. Commercial or Industrial Parcel. When an applicant proposes to create commercial or industrial parcels, the roads shall be constructed and improved in accordance with the "Commercial and Industrial Roadway Standards" contained in the Subdivision Design and Improvement Manual.  
Streets for any lands industrially and/or commercially zoned shall be improved to Class I improvement requirements, except the pavement and base shall be increased to provide base at least eight inches thick and pavement at least three inches (3") thick. Refer to the Subdivision Design and Improvement Standard Manual.
- O. All parcel map roads shall be inspected and approved by the county.
- P. Off-site Access Improvement. Off-site access required to serve the subdivision shall be improved to standards as specified in the Subdivision Design and Improvement Standard Manual. (Ord. 4151 §1, 1991; Ord. 3805 §18, 1988; Ord. 3641 §7, 1986; Ord. 3291 §1, 1982; Ord. 3174 §8, 1981; prior code §9900)

**16.44.140 Remainders.**

- A. Designated remainders shall conform to the minimum parcel requirements of the zoning ordinance. (Ord. 4448, 1997)
- B. A conditional certificate of compliance, pursuant to California Government Code section 66499.35(b), shall be required prior to development of a designated remainder. As a condition of approval of a tentative parcel map creating a remainder, a notice of restriction shall be recorded on the remainder concurrently with the parcel map. Said notice shall state that no permit or other grant of approval for development may be issued until a certificate of compliance is recorded. (Ord. 4448, 1997)
- C. If the gross area of the remainder is five (5) acres or more, that remainder parcel need not be shown on the final or parcel map; and its location need not be indicated as a matter of survey but only by deed reference to the existing boundaries of the remainder parcel. (Ord. 4448, 1997)

## Chapter 16.48

### TENTATIVE MAPS

#### Sections:

<b>16.48.010</b>	<b>Application.</b>
<b>16.48.020</b>	<b>Dimensions.</b>
<b>16.48.030</b>	<b>Data Required.</b>
<b>16.48.040</b>	<b>Conditions of Approval.</b>
<b>16.48.050</b>	<b>Review by Agencies Other Than County Departments.</b>
<b>16.48.060</b>	<b>Approval Procedure.</b>
<b>16.48.065</b>	<b>Notice Requirements and Procedure.</b>
<b>16.48.080</b>	<b>Expiration.</b>
<b>16.48.110</b>	<b>Time Extension – Water or Sewer Moratorium.</b>

#### 16.48.010 Application.

- A. Prior to any division of lands as defined in section 16.36.030, the landowner or his agent shall file for approval with the county planning department an application on a form provided by the department, accompanied by a fee established by resolution of the board of supervisors. Sufficient copies of the tentative map depicting the information set forth in sections 16.48.020 and 16.48.030 shall be submitted. (Ord. 4448, 1997, prior code §9610(part))
- B. 1. Whenever a parcel map is required pursuant to Government Code section 66426(C) and section 16.04.030(C) of this title for the subdivision of property which is included in an approved development plan pursuant to chapters 17.02 and 17.04, a tentative parcel map application shall not be required provided that the planning director finds the following conditions exist: (Ord. 4448, 1997)
- a. The parcel map is in conformity with the approved development plan and any applicable conditions imposed as a part of said approval; (Ord. 4448, 1997)
  - b. Substantial changes have not occurred with respect to the circumstances under which the development plan was approved which would raise new concerns not discussed in the action on the development plan; (Ord. 4448, 1997)
  - c. No new information of substantial importance which was not known at the time of approval of the development plan has been presented which could affect the design or improvements required for the parcel maps; and (Ord. 4448, 1997)
  - d. The parcel map does not create any significant environmental impacts that were not previously addressed with the approval of the development plan. (Ord. 4448, 1997)
2. When the planning director finds that the provisions of subsection B of this section exist, he shall transmit such findings to the county surveyor. A parcel map shall be submitted to the county surveyor pursuant to chapter 16.52. (Ord. 4448, 1997)

3. A fee shall be collected by the planning department for review of a request for a waiver as described in subsection B subdivision 1 of this section. Said fee shall be based on the actual time spent by staff on the review of said request based on the hourly rate as established by resolution of the board of supervisors. (Ord. 4448, 1997)

**16.48.020 Dimensions.**

The tentative map shall be submitted on durable paper sheets eighteen inches by twenty-six inches (18" x 26") or larger suggested size, and drawn to a scale of one inch equals twenty feet, fifty feet, one hundred feet, two hundred feet or four hundred feet (1" = 20', 50', 100' 200' or 400'), and which is sufficient in size to allow all the details and required data to show clearly. Any number of sheets may be used, providing each sheet specifies the total number of sheets and in relation to each adjoining sheet. (Prior code §9610(a))

**16.48.030 Data Required.**

The tentative map, attached sheets or accompanying reports shall show clearly the following data and information:

- A. North point and scale;
- B. The location, names and right-of-way width of adjacent streets, highways and alleys. Further, show access easements to a connection with a public road, together with their deed or map reference;
- C. Contours at five foot (5') intervals may be required on all parcels of two (2) acres or less when not connecting to public water and sewer service and fifty percent (50%) of the area of the area of the parcels being created contains lands of ten percent grade or more. Contours shall be required in any other instance where topographic constraints, as determined by staff, determine design criteria;
- D. Show the boundaries of the parcel;
- E. Width and approximate location of all existing and proposed road easements for roads, drainage, sewage and public utilities, both underground and overhead;
- F. In case of roads, drainage culverts will be required in all existing drainage courses and in such additional locations as may be required based on drainage plan and size in accordance with sound civil engineering practices;
- G. The width of all rights-of-way and approximate grades within the area of land division;
- H. The approximate dimensions and area of proposed parcels;
- I. All the names of adjacent subdivisions and adjacent parcel map references. All the names and deed recording numbers of the adjacent landowners;
- J. Current assessor's sheet and if one exists, a copy of the preceding parcel map showing the property to be divided;
- K. The location of all existing structures for residential, commercial, industrial or recreational use or for which permits have been applied for or granted, but not yet constructed, within one hundred feet (100') of any existing or proposed boundary;
- L. Indicate the proposed source of potable water and the proposed method of sewage disposal;

- M. In an accompanying report, or prior to filing a parcel map, provide the following data and information for that area on each proposed parcel of the tentative map which is to be used for sewage disposal, unless that proposed parcel is occupied by an existing structure with a sewage disposal system:
1. The percolation rate and location of tests on 4.5 acres or smaller,
  2. The depth of soil and location of test,
  3. The depth of groundwater and location of test,
  4. The direction and percent of slope of the ground,
  5. The location, if present, of rivers, streams, springs, areas subject to inundation, rock outcroppings, lava caps, cut, fills and easement,
  6. Identify the area to be used for sewage disposal,
  7. Such additional data and information as may be required by the director of environmental health to assess the source of potable water, the disposal of sewage and other liquid wastes, the disposal of solid wastes, drainage and erosion control;
- N. A letter bearing the authorized agent or owner's signature certifying the engineer or surveyor's preparation of a parcel map and division of the property;
- O. Vicinity map;
- P. The following information to be listed on the tentative map in the following consecutive order:

#### TENTATIVE MAP

1. Owner of record (name and address),
2. Name of applicant (name and address),
3. Map prepared by (name and address),
4. Scale,
5. Contour interval (if any),
6. Source of topography,
7. Section, township and range,
8. Assessment parcel number(s),
9. Present zoning,
10. Total area,
11. Total number of parcels,
12. Minimum parcel area,
13. Water supply,
14. Sewage disposal,
15. Proposed structural fire protection,
16. Date,

17. In the lower right-hand corner of each map a signature block should be shown giving space for:

Planning director

Approval by:

Date:

Planning commission

Date: Approval:

Date: Disapproval:

Board of supervisors

Date: Approval:

Date: Disapproval:

- Q. The following information items shall be required only when the land division proposal contains five (5) or more parcels:
1. A statement concerning the proposed standard of road improvements and road maintenance and public utilities proposed to serve all parcel(s);
  2. A statement indicating the location and distance from the farthest lot or parcel in the land division to the nearest high school and elementary school. The statement shall also indicate the distance from the farthest lot or parcel in the land division to the nearest county road served by school bus transportation.
- R. Off-site and On-site Road Improvement Requirement.
1. Off-site. The subdivider shall provide a map showing access from the state or county maintained road to the proposed subdivision.
  2. On-site. The subdivider shall provide on the map a typical road improvement cross-section or shall reference the typical road improvement cross-section contained in the Subdivision Design and Improvement Standard Manual and shall delineate such roads to be improved.
- S. All tentative parcel maps shall carry the condition which shall require access to the project site from a state or county maintained road together with the legal right to improve such access as required by the county design manual. (Ord. 3641 §8, 1986: prior code §9610(b))

**16.48.040 Conditions of Approval.**

Any recommendation imposing a burden on the applicant generated during the processing of a tentative map by any county staff prior to a hearing by the planning commission or board of supervisors shall be in writing and a copy shall be provided to the divider or agent at least three days prior to the hearing or action on the map by the commission or board. (Prior code §9611)

**16.48.050 Review by Agencies Other Than County Departments.**

- A. Where a local agency desires to make recommendations concerning proposed divisions in adjoining unincorporated territory, and the divisions would be within three (3) miles of the exterior boundary of the agency, the agency may file with the planning department a map indicating the territory in which it desires to make such recommendations. On receiving such a territorial map the planning director shall issue a receipt for it and thereafter transmit to the official designated by the local agency one copy of each tentative map of divisions located wholly or partially within the specified territory. Thereafter the local agency receiving the tentative map shall make its recommendation to the planning department within fifteen (15) days of its receipt of the map. Any such recommendations shall be considered by the planning director or the planning commission before taking action on the map.
- B. Tentative maps may be submitted to the office of intergovernmental management, pursuant to section 12037 of the Government Code for an evaluation of the environmental impact of the proposed division. If the proposed division is a land project as defined by section 11000.5 of the Business and Professions Code, the submission must occur prior to approval of the map. (Prior code §9612)

**16.48.060 Approval procedure.**

- A. Within fifty (50) days of the receipt of a complete application as defined by Government Code section 65943, a public hearing shall be held to consider the approval or denial of the tentative parcel map. The time limitation may be reasonably extended with the applicant's concurrence, or when otherwise provided by law.  
The planning director, or his designee, shall hold the public hearing and shall serve as the approving authority. At the conclusion of the hearing the planning director, or his designee, shall:
  - 1. Approve, conditionally approve, or deny the tentative map as to design, area, road access, flood and drainage control or any other consideration as may be required under the provisions of any ordinance or the Subdivision Map Act;
  - 2. Approve or deny any design waivers requested pursuant to section 16.40.010 of this code;
  - 3. Make all appropriate findings supporting the decision and notify the applicant in writing of the decision and findings. In the event of denial the notice shall specifically enumerate the reasons for denial.
- B. Where a tentative parcel map is submitted concurrently with an application for zone change, the planning commission shall hold the public hearing together with the hearing on the zone change. At the conclusion of the hearing, the planning commission shall take action on the parcel map as enumerated in subsection A above. (Ord. 4448, 1997)
- C. Any decision by the planning commission, planning director, or his designee, may be appealed to the board of supervisors by the applicant or by any person(s) adversely impacted by the decision. Such an appeal must be filed in writing with the planning department within ten (10) working days of the decision on a standardized form and accompanied by a fee as established by the board of supervisors. (Ord. 4448, 1997)

The appellant shall clearly identify on the appeal form the specific reasons for the appeal. The board of supervisors shall consider on appeal all issues raised by the appellant. The board of supervisors may consider other relevant issues related to the tentative map. The clerk of the planning commission shall set a hearing before the board within thirty (30) days of receipt of the completed appeal form and fee. The decision by the board of supervisors shall be final. (Ord. 4448, 1997; Ord. 4318, 1993; Ord. 4152 § 4, 1991; Ord. 3805 § 20, 1988)

**16.48.065 Notice Requirements and Procedure.**

- A. Action by the planning director pursuant to section 16.48.060A shall be made after a public hearing for which notice has been given as follows:
  - 1. Mailed or delivered at least ten (10) days prior to the hearing to the applicant and all owners of real property as shown on the latest equalized assessment roll within five hundred feet (500') of the property which is the subject of the hearing; and
  - 2. Published once in at least one (1) newspaper of general circulation at least ten days prior to the hearing.
- B. Action by the board of supervisors on an appeal pursuant to section 16.48.060B shall be made after a public hearing for which written notice has been mailed or delivered at least ten days prior to the hearing to the applicant and the appellant(s). In addition, the clerk of the board may elect to publish notice of the hearing in a newspaper of general circulation at least ten (10) days prior to the hearing. Failure to publish such notice shall not invalidate the proceedings.
- C. All hearings conducted pursuant to this chapter shall be public hearings wherein any person may be heard and any evidence taken which is relevant to the proceedings, provided that, in the case of appeal hearings testimony and evidence shall be limited to those things relevant to the specific reasons for the appeal.
- D. In any appeal action brought pursuant to section 16.48.060B the appellant may withdraw his or her appeal, with prejudice, at any time prior to the commencement of the public hearing. For the purposes of this section the public hearing shall be deemed commenced upon the taking of any evidence including reports from planning staff. (Ord. 3805 §22, 1988)

## Chapter 16.52

### PARCEL MAPS

#### Sections:

<b>16.52.010</b>	<b>Preparation.</b>
<b>16.52.015</b>	<b>Map Checking Data.</b>
<b>16.52.020</b>	<b>Waiver.</b>
<b>16.52.030</b>	<b>Survey – Required.</b>
<b>16.52.040</b>	<b>Survey – Allowable Error.</b>
<b>16.52.050</b>	<b>Monument Placement.</b>
<b>16.52.060</b>	<b>Government Corners.</b>
<b>16.52.070</b>	<b>Fee.</b>
<b>16.52.075</b>	<b>Owner's Certificate.</b>
<b>16.52.076</b>	<b>Beneficiary or Trustee Acknowledgment.</b>
<b>16.52.080</b>	<b>Engineer or Surveyor Certification.</b>
<b>16.52.090</b>	<b>County Surveyor Certification.</b>
<b>16.52.100</b>	<b>Recorder Certification.</b>
<b>16.52.110</b>	<b>Filing.</b>
<b>16.52.120</b>	<b>Road Improvement Fee.</b>
<b>16.52.125</b>	<b>Dedication of Park and Recreational Uses.</b>
<b>16.52.130</b>	<b>Correction – Purpose.</b>
<b>16.52.140</b>	<b>Correction – Preparation.</b>
<b>16.52.150</b>	<b>Correction – Examination.</b>
<b>16.52.160</b>	<b>Correction – Filing.</b>

#### **16.52.010 Preparation.**

The parcel map shall be prepared by or under the direction of a registered civil engineer or licensed land surveyor, shall show the location of streets and property lines bounding the property and shall conform to all of the following provisions:

- A. It shall be legibly drawn in black India drawing ink or by a process guaranteeing a permanent record in black India drawing ink on tracing cloth or polyester drafting film of a thickness of four (4) milligrams. Certificates may be legibly stamped or printed upon the map with permanent black India drawing ink.
- B. The size of each sheet shall be eighteen inches by twenty-six inches (26"). A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one inch. The scale of the map shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. The particular number of the sheet and total number of sheets comprising the map shall be stated on each of the sheets, and its relation to each adjoining sheet shall be clearly shown.
- C. Each parcel shall be numbered or lettered.
- D. The exterior boundary of the land included within the division shall be indicated by heavy lines.
- E. The map shall show the location of each parcel and its relation to surrounding surveys. The location of any remainder of the original parcel shall be shown, but need not be shown

as a matter of survey, but only by reference to the existing record boundaries of the remainder if the remainder has a gross area of five acres or more.

- F. A certificate, signed and acknowledged by all parties having any record title interest in the real property divided consenting to the preparation and filing of the parcel map is required in the form as shown in sections 16.52.075 and 16.52.076.
- G. The scale of the final parcel map shall be one inch equals twenty feet (1" = 20'), one inch equals fifty feet (1" = 50'), one inch equals one hundred feet (1" = 100'), one inch equals two hundred feet (1" = 200') or one inch equals four hundred feet (1" = 400').
- H. The parcel map shall be labeled as a parcel map in the heading identifying section, township and range and prior parcel maps, if any.
- I. The tentative map number and date approved by the planning division shall be shown in the lower right-hand corner.
- J. The location, nature and type and marking thereon of all monuments found shall be shown, including all monuments required.
- K. Standards for mapping and drafting will be as set forth the ordinance codified herein or the Subdivision Design and Improvement Standard Manual. (Ord. 3641 §9, 1986: Ord. 3457 §2, 1984: prior code §9620)

**16.52.015 Map Checking Data.**

- A. The surveyor or engineer shall submit the following:
  - 1. Two check prints of the map;
  - 2. One copy of the parcel map guarantee of access verifying the easements in this section and as required in section 16.48.030(S);
  - 3. One copy of all documents used to determine on-site and off-site easements as cited in the title report;
  - 4. One copy of a full scale assessor's map;
  - 5. One copy of the mathematical closures for the outside perimeter and for each parcel created. (Ord. 3641 §10, 1986)

**16.52.020 Waiver.**

When in the opinion of the planning commission unique and justifiable circumstances exist, they may waive the requirement for a parcel map. In such cases, the commission must make the finding that the proposed division of land complies with the requirements as to area, improvement, design, flood and drainage control, appropriate improved public roads, sewage disposal facilities, water supply availability, environmental protection, required certificates and any other requirements which are imposed by division 2, title 7 of the Government Code or this article. (Prior code §9621)

**16.52.030 Survey--Required.**

- A. The parcel map shall be based upon a field survey made in conformity with the Land Surveyor's Act, or be compiled from recorded or filed data when sufficient survey information exists on filed maps to locate and retrace the exterior boundary lines of the parcel map if the location of at least one of these boundary lines can be established from an existing monumented line excluding remainders.
- B. If a field survey was performed, the parcel map shall contain a certificate by the engineer or surveyor responsible for the preparation of the map that states that all monuments are of the character and occupy the positions indicated, or that they will be set in such positions on or before a specified date, and that the monuments are, or will be, sufficient to enable the survey to be retraced. (Ord. 3641 §11, 1986: prior code §9622)

**16.52.040 Survey--Allowable Error.**

A traverse of the exterior boundaries of the parcel map and of each parcel therein, when computed for field measurements on the ground, must close within a limit of error of one foot (1') in three thousand feet (3,000') of perimeter. The civil engineer or land surveyor must furnish the county surveyor at the time the parcel map is submitted to him for his certificate, the traverse sheets showing mathematical closure, within the allowable limits of closure. On curves, closure shall be by chord measurement. Other detail maps as may be required shall be furnished as may be required for accurate checking. (Prior code §9623)

**16.52.050 Monument Placement.**

- A. The civil engineer or land surveyor making a survey of a parcel map shall cause permanent corner monuments as specified in this section to be set. The monuments shall be at least eighteen inches (18") long, set firmly in the ground and extending approximately three inches (3") above the surface of the ground, shall be set at all lot corners and witness corners.
- B. Monument materials:
  - 1. Preferred. Three-fourths inch (3/4") (inside diameter) or larger, galvanized (or cadmium plated) capped iron pipe stamped on the top of the cap with either the notation "RCE" for the registered civil engineer or "LS" for the licensed land surveyor, together with the license number of the civil engineer or land surveyor. The year date may be stamped on the cap.
  - 2. Optional.
    - a. Steel reinforcing bar five-eighths inch (5/8") or three-fourths inch (3/4") in diameter. The "RCE" or "LS" numbered brass tag to be brazed or riveted on. The use of wire to affix the tag is not acceptable;
    - b. Drill steel seven-eighths-inch or larger in diameter stamped with the "RCE" or "LS" and the license numbers;
    - c. Square or round steel bars three-fourths inch (3/4") or larger in diameter stamped with the notations "RCE" or "LS" and the license numbers. (Prior code §9624)

**16.52.060 Government Corners.**

- A. All full section corners, quarter corners and sixteenth corners that are a part of the parcel map, or are required ties to the parcel map, shall be rehabilitated for preservation, if required, and complete notations as to what was found or set at each of these U.S. Government Land Survey corners, shall be made upon the parcel map, as required by the State Land Surveyors Act. Unless the U.S. Government corner is monumented by a one and one-half inch (12") (inside diameter) or larger galvanized capped iron pipe, it shall be replaced with a one and one-half inch (12"), or larger, galvanized capped iron pipe which shall be stamped appropriately in the manner specified in the Manual of Surveying Instructions, U.S. Bureau of Land Management, together with the notation of either "RCE" or "LS" and the license numbers of the civil engineer or land surveyor. The annual year date shall also be stamped thereon.
- B. If the found and accepted section, quarter and sixteenth corner is found adequately monumented with a one and one-half inch (12") or larger galvanized iron pipe, but is not stamped, or only partly stamped, the missing data shall be stamped thereon, including the notations of either "RCE" or "LS" and the license numbers and the year date. A statement as to what was found, set or added shall be placed on the parcel map. (Prior code §9625)

**16.52.070 Fee.**

A fee established by resolution of the board of supervisors will be paid to the county surveyor upon presenting the parcel map to him. There will be no charge for the title sheet not having survey data thereon. (Prior code §9626)

**16.52.075 Owner's Certification.**

- A. The following certificate, or reference to a separate instrument, shall appear on a parcel map:

**OWNER'S CERTIFICATE**

The undersigned owner(s) of record title interest hereby consent to the preparation and filing of this map.

The undersigned owner(s) further hereby grants an irrevocable offer-to- dedication to the County of El Dorado, the following:

- 1. Road and public utility easements as shown hereon;
- 2. All other easements shown hereon.
- 3. Owner acknowledges that notwithstanding any rejection of the offers of dedication, such offers shall remain open pursuant to Government Code section 66477.2.

\_\_\_\_\_  
Name

Notary Certificate

(Ord. 3641 §12, 1986)

**16.52.076 Beneficiary or Trustee Acknowledgment.**

- A. The following acknowledgment shall appear on the map, or reference to a separate instrument, when appropriate:

**BENEFICIARY'S/TRUSTEE'S CERTIFICATE**

The undersigned, \_\_\_\_\_, beneficiary/trustee under that certain deed of trust dated \_\_\_\_\_, recorded \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of Official Records of the County of El Dorado, hereby consent to the preparation and filing of this map.

\_\_\_\_\_  
Name  
Title Company, Trustee

Notary Certificate

(Ord. 3641 §13, 1986)

**16.52.080 Certificates.**

- A. The following certificates shall appear on a parcel map:
  - A. Engineer's or surveyor's certificate: Certificates shall be required on all parcel maps as required by Government Code sections 66449 and 66450. (Ord. 4448, 1997)
  - B. The certification as contained within the surveyor's certificate is considered to be a certification by the licensed land surveyor or registered civil engineer that the improvements required as a condition of the approval of the tentative map have been completed in conformance with the required specifications and standards. (Ord. 3641 §14, 1986: prior code §9627)

**16.52.090 Acceptance of Roads and Easements.**

The following shall be included in the county surveyor's certificate required in section 16.52.080:

Road and public utility easements are hereby accepted. Such dedicated road and easements will not be county maintained unless and until they have been accepted into the county maintained road system by resolution of the board of supervisors. Further, the county surveyor hereby rejects the offers-of-dedication to County of El Dorado for other easements as shown on the map.

(Ord. 4448, 1997; Ord. 3641 §15(part), 1986: Ord. 3174 §7, 1981: prior code §9628)

**16.52.110 Filing.**

Within eighteen (18) months after approval of the tentative map or extension thereof, a parcel map may be filed with the recorder. This map shall be filed prior to sale, lease or financing of the parcels. Conveyances may be made of parcels shown on each map by number or letter. Upon application, an extension of the approval of the tentative map may be granted by the planning commission. The planning commission may require dedications or an offer of dedication by separate instrument for street opening or widening or easements, and it shall be the responsibility of the applicant to pay all recording fees. Any improvements or other items to be completed within one year of the date of filing of the parcel map in accordance with the provisions of subsection F of section 16.44.120 and section 66411.1 of the Government Code

shall have been satisfied or bonded for completion prior to the filing of the parcel map. Any improvements or other items not accomplished and so certified by a registered civil engineer at the time of filing of the parcel map shall be covered by a performance bond, cash deposit or approved instrument of credit, the content and form of which shall be agreed upon by the applicant and the county, based upon a cost estimate prepared by a registered civil engineer retained by the applicant. If the improvements or other items required as a condition of approval of the tentative map are not required to be completed within one year of the date of the filing of the parcel map, then the applicant shall execute an instrument, the content and form of which shall be approved by the county, which instrument shall give constructive notice of the requirement of construction of the improvements as a condition precedent to the subsequent issuance of a permit or other grant of approval for the development of any or all of the parcels created. The instrument shall be recorded together with the filing of the parcel map. (Prior code §9630)

**16.52.120 Road Improvement Fee.**

As a condition of approval of a parcel map, the subdivider shall offer proof of compliance with chapters 12.28 and 12.32 of this code. (Prior code §9631)

**16.52.125 Dedication of Park and Recreational Uses.**

The dedication of land, the payment of fees in lieu thereof or a combination of both for park and recreational purposes may be required county-wide, pursuant to the provisions of sections 16.12.090 through 16.12.110, as a condition of approval for any parcel map which creates parcels less than twenty (-20) acres in size. (Ord. 4007 §2, 1989)

**16.52.130 Correction--Purpose.**

After a parcel map is filed in the office of the county recorder, it may be amended by a certificate of correction or an amending map:

- A. To correct an error in any course or distance shown thereon;
- B. To show any course or distance that was omitted therefrom;
- C. To correct an error in the description of the real property shown on the map;
- D. To indicate monuments set after the death, disability or retirement from practice of the civil engineer or land surveyor charged with responsibilities for setting monuments; or
- E. To show the proper location of any monument which has been changed in location or originally was shown at the wrong location. (Prior code §9640)

**16.52.140 Correction--Preparation.**

The amending map or certificate of correction shall be prepared by a registered civil engineer or licensed land surveyor. An amending map shall conform to the requirements of section 66445 of the Subdivision Map Act. The certificate of correction shall set forth in detail the corrections made and show the name of the present fee owners of the property affected by the correction. (Prior code §9641)

**16.52.150 Correction--Examination.**

If the division is in unincorporated territory, the county surveyor shall examine the amending map or certificate of correction and if the only changes made are those set forth in section 66469 of the Subdivision Map Act, he shall certify to this fact on the amending map or certificate of correction. (Prior code §9642)

**16.52.160 Correction--Filing.**

The amending map or certificate of correction certified by the county surveyor shall be filed in the office of the county recorder in which the original map was filed. Upon the filing, the county recorder shall index the names of the fee owners and the appropriate tract designation shown on the amending map or certificate of correction in the general index and map index respectively. Thereupon, the original map shall be deemed to have been conclusively so corrected, and thereafter shall impart constructive notice of all such corrections in the same manner as though set forth upon the original map. (Prior code §9643)

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## Chapter 16.53

### LOT LINE ADJUSTMENTS

#### Sections:

<b>16.53.010</b>	<b>Purpose and intent</b>
<b>16.53.020</b>	<b>Definitions</b>
<b>16.53.030</b>	<b>Application Requirements</b>
<b>16.53.040</b>	<b>Procedure/Approval Process</b>
<b>16.53.050</b>	<b>Zoning/General Plan consistency required</b>
<b>16.53.060</b>	<b>Subdivision Map Act consistency required</b>
<b>16.53.070</b>	<b>Exceptions</b>
<b>16.53.080</b>	<b>Public utilities, infrastructure relocation</b>
<b>16.53.090</b>	<b>Appeals</b>
<b>16.53.100</b>	<b>Time limits/expiration date</b>
<b>16.53.110</b>	<b>Recordation</b>

#### **16.53.010 Purpose and intent.**

The purpose of this chapter is to provide for the orderly development and effective use of existing, legal lots by permitting adjustments to property lines pursuant to California Government Code §66412(d). It is the intent of this chapter to accommodate such adjustments provided that they are consistent with the zoning and General Plan land use designation of the properties involved and do not adversely impact existing infrastructure necessary to serve the lots.

#### **16.53.020 Definitions.**

“Adjoining lots” means lots whose boundaries share at least one common point or line.

“Legal lot” means those lots that have been either:

1. Created or adjusted prior to March 4, 1972; or
2. Created through a properly recorded parcel or final map; or
3. Created previously through a County approved lot line adjustment; or
4. Has a properly recorded clear Certificate of Compliance.

“Boundary Line Agreement” means an agreement between adjoining property owners as to the location of a respective property line when its certain location is unclear.

“Merge” means the adjustment by removal of a lot line between adjoining lots under common ownership that results in the creation of one lot. At least one of the lots involved in the merge must be a legal lot.

#### **16.53.030 Application Requirements.**

Lot line adjustment requests shall be submitted to the Development Services Department on forms provided by the Department. The application shall be accompanied by a filing fee as established by the most current Resolution adopted by the Board of Supervisors and shall include, but not be limited to, the following information:

- A. An exhibit map prepared and stamped by a licensed land surveyor or civil engineer licensed to practice land surveying. The exhibit shall be drawn to scale showing all existing and proposed boundaries of affected properties.
- B. Current deeds describing all lots.
- C. Written consent from all current property owners.

**16.53.040 Procedure/Approval Process.**

Upon receipt of a complete application, the Department may distribute said documents to interested agencies for review and comment.

- A. Within 30 days of accepting a complete application, the Department shall determine if the proposed lot line adjustment complies with all applicable State laws and County ordinances.
- B. A Boundary Line Agreement can be memorialized through the Department application or referred to the County Surveyor for approval subject to the discretion of the Director.

**16.53.050 Zoning / General Plan consistency required.**

- A. Except as provided in subsection 16.53.070 (Exceptions), all lots resulting from a lot line adjustment shall conform to all development standards of the zone in which they are located to include, but not be limited to, the following:
  - 1. Minimum lot width;
  - 2. Minimum width as measured at the front setback line;
  - 3. Minimum lot area;
  - 4. Setbacks and coverage standards for all proposed structures; and
  - 5. Dwelling unit density.
- B. Existing lots which cross zone boundaries may adjust property lines without rezoning the reconfigured lots, provided the minimum lot size is met within each zone overlying its respective portion of the property. Where the resultant lot has mixed zone areas equal to or greater than 50 percent but less than 80 percent of the minimum lot size for either respective zone, a rezone may be required at the discretion of the Department.
- C. All resulting lots shall be consistent with General Plan policies establishing minimum lot sizes listed under Table 16.53.050.A as follows:

**Table 16.53.050.A  
General Plan Policies**

<b>POLICY</b>	<b>SUBJECT</b>	<b>POLICY SUMMARY **</b>
2.2.1.2	Land Uses	Minimum parcel sizes and densities
2.2.2.2	Agricultural District	20 acre minimum, if suitable for agriculture.
2.2.6.5	Texas Hill Reservoir Take Line	10 acre minimum; possible setback buffers.
5.2.3.5, 5.3.1.2	Groundwater, wastewater systems	5 acre minimum, with exceptions
6.4.1.4, 6.4.1.5	Floodplain, dam inundation areas	No parcels entirely within 100 year flood plain; New parcels partially within 100 year flood plain must have sufficient land for construction of structures and wastewater systems.
7.2.2.1	Mineral resources	20 acre minimum with exceptions
8.1.3.1, 8.2.2.5	Agricultural lands	10 acre minimum adjacent to such lands, with width-to-length ratio and setback requirements.
8.3.2.1–8.3.2.3, 8.4.1.1	Timber Production lands	10 to 160 acre minimum, as applicable.
<b>** Policy Summary provided for illustrative purposes only. See General Plan Policy for official information.</b>		

**16.53.060 Subdivision Map Act consistency required.**

- A. A lot line adjustment shall be between four or fewer existing adjoining lots, where the land taken from one lot is added to an adjoining lot, and where a greater number of lots than existed originally will not be a direct result of the lot line adjustment. Adjoining lots in one lot line adjustment may adjoin by separate points or lines in a series and do not have to all share the same point or line.
- B. A lot line adjustment between five or more lots in a subdivision or parcel map must be adjusted through a Map Amendment or Tentative Map application (Title 16.72).
- C. The Department may consider subsequent or serial lot line adjustments that involve all or portions of the same land, in compliance with the intent of the Subdivision Map Act.

**16.53.070 Exceptions.** The following exceptions to subsection 16.53.050 (Zoning/General Plan consistency) may be permitted:

- A. Existing Conforming Lots: Where existing conforming lots are proposed to be reconfigured to a nonconforming lot size due to existing roads, easements, unique geographical features of the land or better management of natural resources, the resultant lot(s) shall not be reduced more than 20 percent of the minimum lot size requirement under the zone.

Where existing development on the proposed reconfigured lots will be rendered non-conforming to specific development standards such as setbacks, frontage and coverage requirements, the resultant non-conformity will be allowed providing it does not exceed 20 percent of each applicable development standard.

- B. Existing Non-conforming Lots: Where some or all of the existing lot(s) are non-conforming in size to the minimum requirements of the zone or General Plan and where existing roads, easements, unique geographical features or important resources exist, the Department may approve a lot line adjustment subject to the following:
  - 1. A greater non-conformity may be allowed to better fit said features or to consolidate and manage said resources, provided:
    - a. The resultant smallest lot shall be no smaller than 90 percent of the existing smallest lot; and
    - b. Existing conforming lots that may be involved in the adjustment remain subject to subsection 16.53.070.A.
  - 2. All other provisions of this Chapter shall apply.
- C. Non-conforming structure on property line: Where a non-conforming structure straddles a property line between two lots under separate ownership, a lot line adjustment can be approved that reduces the size of one of the lots by no greater than 20 percent of the minimum requirements of the zone in order to clarify ownership of the existing structure. Any resulting non-conformance to development standards, such as setbacks, shall be considered as legal, non-conforming.

**16.53.08 Public utilities, infrastructure relocation.**

- A. Sufficient easements shall be provided to serve each lot involved in a lot line adjustment. Any road easements that are created may be required to be irrevocably offered in dedication to the County, based on the recommendation from the Department of Transportation and approval by the Development Services Department.
- B. Improvements to existing utilities, roads and drainage facilities serving the lots may also be required, as determined necessary by the Department. Physical improvements shall be limited to providing resultant lots with the same availability of service as the original lots, ensuring the same level of access that the lots had before a lot line adjustment was approved.

**16.53.090 Appeals.**

- A. Any decision by the Department may be appealed by the applicant(s) to the Director, whose decision shall be final, except for those issues involving road and public utility easements. For those excepted issues, the decision of the Director can be appealed to the Zoning Administrator subject to the timelines indicated below. The decision of the Zoning Administrator shall be final.
- B. An appeal must be filed within ten working days from the decision by the Department by completing the appeal form and submitting said form together with the applicable fee, as established by resolution of the Board of Supervisors, to the Department. The appellant shall clearly identify on the appeal form the specific reasons for the appeal. The Director shall consider all issues raised by the appellant, and may consider other relevant issues related to the lot line adjustment on appeal.

- C. The decision on an appeal shall be rendered no more than 30 days from receipt of a completed appeal form and fee. The appellant(s) may withdraw the appeal at any time prior to the final decision being made by the Director.
- D. Final recordation of the lot line adjustment shall be stayed until the conclusion of the appeal period set forth in Subsection B above. A properly filed appeal shall stay the recordation of the lot line adjustment until the appeal is decided.

**16.53.100 Time limits/expiration date.**

Final recordation of the lot line adjustment must occur within one year from either the end of the appeal period, or from the final decision on an appeal, whichever comes later. Two, one-year time extensions can be allowed subject to written request of the applicant, accompanied by a fee as established by the most current Resolution adopted by the Board of Supervisors, and approval by the Department. Failure to record within this time will result in the expiration of the lot line adjustment.

**16.53.110 Recordation.**

Lot line adjustment approvals are not effective until recorded in the Office of the County Recorder. Upon recordation of a lot line adjustment all pre-existing lot lines are deemed erased by the newly recorded adjustment. Documents used to record lot line adjustments shall be submitted to the County Surveyor for review and recordation and shall include the transfer deeds that reflect the new property descriptions executed by all affected owners of record, as well as verification that real property taxes are current on all affected lots. Any existing deeds of trust shall be revised to reflect the new property descriptions and shall be approved by the beneficiaries of said deeds of trust.

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# ARTICLE III. RURAL SUBDIVISIONS

## Chapter 16.56

### IMPROVEMENT REQUIREMENTS

#### Sections:

<b>16.56.010</b>	<b>Applicability.</b>
<b>16.56.020</b>	<b>Tentative Map.</b>
<b>16.56.022</b>	<b>Private Easements – Fences.</b>
<b>16.56.030</b>	<b>Signs.</b>
<b>16.56.040</b>	<b>Right-of-Way Dedication.</b>
<b>16.56.050</b>	<b>Improvement Guarantee.</b>
<b>16.56.060</b>	<b>Tree Removal.</b>

#### **16.56.010 Applicability.**

Improvement requirements for rural subdivisions shall be as set forth in this chapter. (Prior code §9383(part))

#### **16.56.020 Tentative Map.**

The tentative map shall be prepared by a civil engineer with designation that it is being submitted as a rural subdivision and showing drainage, public utility and other easements, drainage structures and size, road grades, contours preferably at five foot (5') intervals, but if U.S.G.S. Quadrangle maps are used, accuracy of contours and interpolated intervals must be field checked by the engineer, and drawn at one hundred scale unless size of parcels warrants a smaller scale. The director of department of transportation will serve in an advisory capacity to the planning commission in reviewing the tentative map from the standpoint of design, grades, easements, drainage structures and designation of road categories. (Ord. 3766 §63, 1987: prior code §9383(a))

#### **16.56.022 Private Easements--Fences.**

A. Any rural subdivision into parcels of ten acres or less that borders on an agricultural preserve (Williamson Act property) that is used primarily for livestock purposes shall be required to construct and maintain a fence along the border on a ten foot (10') easement adjacent to the preserve that allows adjacent owners access for the sole purpose of maintaining the fence. The fence and easement shall be maintained for as long as the adjacent land is an agricultural preserve. The specifications for the fence shall be provided by resolution of the board of supervisors. The easement shall be totally on the land to be divided which shall be the servient tenement. The dominant tenement shall be the adjacent agricultural preserve land that benefits from the fence and easement through its control of dog and other pet access onto the agricultural preserve land. The easement shall be listed on all tentative and final maps.

- B. The determination that agricultural preserve land is primarily used for livestock purposes shall be made by the agricultural commission.
- C. A party that causes damage to the fence is responsible for its prompt repair.
- D. This section does not apply to an agricultural preserve that has filed a notice of non-renewal. (Ord. 4111 §3, 1990)

**16.56.030 Signs.**

- A. Street names and traffic-control signs are to be installed at the main access street and are to be additionally signed on the same pole containing the street names, with a sign identifying the street as not a county-maintained road as follows:
  - 1. Stop sign, R1R 30";
  - 2. Road name signs shall conform to standards of the director of department of transportation for conventional subdivisions;
  - 3. Nonmaintained notice containing the wording "THIS ROAD NOT COUNTY MAINTAINED" shall be placed in a prominent location and shall be of such size that it can be easily read from a vehicle on the road entering the subdivision, and shall be white background with black lettering.
- B. Maintenance and replacement of the signs is to be assumed by an entity approved by the board of supervisors. (Ord. 3766 §64, 1987: prior code §9383(b))

**16.56.040 Right-of-way Dedication.**

Rights-of-way are to be offered for dedication on the final subdivision map and accepted on behalf of the public; not to be accepted for maintenance under Streets and Highways Code section 941. Maintenance shall be by an entity approved by the board of supervisors. (Prior code §9383(c))

**16.56.050 Improvement Guarantee.**

If subdivision improvements are not already constructed by the time of recording the final map, a surety bond is to be posted for the estimated construction cost. (Prior code §9383(d))

**16.56.060 Tree Removal.**

Trees located within road rights-of-way need not be removed if they are beyond the top of a cut or toe of a fill and do not constitute a hazard to traffic. (Prior code §9383(e))

# ARTICLE IV. PROVISIONS GENERALLY APPLICABLE TO SUBDIVISIONS OR OTHER LAND DIVISIONS

## Chapter 16.68

### VESTING TENTATIVE MAPS

#### Sections:

<b>16.68.010</b>	<b>Citation and Authority.</b>
<b>16.68.020</b>	<b>Purpose and Intent.</b>
<b>16.68.030</b>	<b>Consistency.</b>
<b>16.68.040</b>	<b>Definitions.</b>
<b>16.68.050</b>	<b>Applicability.</b>
<b>16.68.060</b>	<b>Required Submittal Data – Completion of Application.</b>
<b>16.68.070</b>	<b>Processing.</b>
<b>16.68.080</b>	<b>Fees.</b>
<b>16.68.090</b>	<b>Expiration.</b>
<b>16.68.100</b>	<b>Vesting Rights.</b>

#### **16.68.010 Citation and Authority.**

This chapter is enacted pursuant to the authority granted by the State of California Subdivision Map Act, division 2 subdivisions, of title 7, chapter 4.5, Development Rights of the Government Code, commencing with section 66498.1 (hereinafter referred to as the Vesting Tentative Map Statute). (Ord. 4216 §1(part), 1992)

#### **16.68.020 Purpose and Intent.**

It is the purpose of this chapter to establish procedures necessary for the implementation of the Vesting Tentative Map Statute, and to supplement the provisions of the Subdivision Map Act and of title 16 of the County Code (hereinafter referred to as the subdivision ordinance). Except as otherwise set forth in the provisions of this chapter, the provisions of the subdivision ordinance shall apply to vesting tentative maps.

To accomplish this purpose, the regulations outlined in this chapter are determined to be necessary for the preservation of the public health, safety and general welfare, and for the promotion of orderly growth and development. (Ord. 4216 §1(part), 1992)

#### **16.68.030 Consistency.**

No land shall be subdivided and developed pursuant to a vesting tentative map which is inconsistent with the El Dorado County general plan, or is inconsistent with the applicable zoning ordinance or other applicable provisions of the county code unless specifically so allowed for in this chapter. (Ord. 4216 §1(part), 1992)

**16.68.040 Definitions.**

- A. "Vesting tentative map" shall mean a "tentative map" or "tentative parcel map" for a residential, commercial, or industrial subdivision, as defined in the subdivision ordinance, that shall have printed conspicuously on its face the words "Vesting Tentative Map" at the time it is filed, and is thereafter processed in accordance with the provisions hereof.
- B. All other definitions set forth in the subdivision ordinance are applicable. (Ord. 4216 §1(part), 1992)

**16.68.050 Applicability.**

This chapter shall apply to residential, commercial and industrial developments. Whenever a provision of the Subdivision Map Act, as implemented and supplemented by the subdivision ordinance, requires the filing of a tentative map or tentative parcel map for development, a vesting tentative map may instead be filed in accordance with the provisions hereof. (Ord. 4216 §1(part), 1992)

**16.68.060 Required Submittal Data--Completion of Application.**

- A. Upon applying for approval of a vesting tentative map, the following maps, data, reports and information shall be submitted. If any of the following documentation is not submitted, the application shall be deemed incomplete pursuant to Government Code section 65493.
  - 1. The words "Vesting Tentative Map" printed conspicuously on the map;
  - 2. Four copies of a drainage plan, which in addition to the requirements of the land capability study, shall include an analysis of upstream, onsite and downstream facilities and details, and detail of offsite drainage facilities where needed;
  - 3. Four (4) copies of a preliminary grading plan as defined by section 15.14.240 of this code. The preliminary grading plan shall show all cut and fill slopes and the proposed elevations of driveways and roads at one hundred foot (100') stations, proposed building pad elevations, and at all lot corners around the periphery of the project. The preliminary grading plan shall be prepared to a one foot (1') (plus or minus).
  - 4. Four (4) copies of a tree preservation plan. The plan shall accurately include the following:
    - a. Identification of the tree canopy using the vesting tentative map as the base map for such information, and further noting significant tree types (pine/oak etc.) where groups of such types are clearly distinguishable. Any further description, such as general size characteristics, is desirable, but optional,
    - b. Identification on the tree canopy map of all trees with a diameter of twenty inches (20") or greater diameter at breast height, in all of the following situations:
      - 1. Within building envelope areas when such are proposed as required herein, or on any lot less than twenty thousand square feet in area when building envelopes are not required.
      - 2. In any situation where the tree or its dripline lie within any proposed road, driveway, leachfield area, or cut or fill slope area.  
Those trees identified herein which are proposed for removal shall be so noted on the tree plan. Any provisions for tree preservation, transplanting, or replacement, shall also be noted.

5. An archeological survey noting the existence, if any, of any historical or cultural sites, and appropriate mitigation measures;
6. Fuel modification program when the proposed site is heavily vegetated with trees or brush covering fifty percent (50%) or more of the site;
7. In those circumstances where a development plan review is required by ordinance, such review application and all exhibits necessary for the review;
8. In those circumstances where the project requires concurrent discretionary approval, all exhibits necessary for such application;
9. A complete site plan showing all buildings and structures intended to be constructed on the lots proposed to be created. Those buildings, structures or improvements not shown on the site plan shall have no vested development rights hereunder and shall be subject to such ordinances, policies and standards in effect at the time of building permit issuance. Such site plan shall be of suitable scale (one inch equals fifty feet (50') or greater) and sufficient detail to determine whether the proposed development conforms to existing ordinances, policies and standards and shall show the following:
  - a. Lot dimensions,
  - b. All buildings and structures: location (setback area), height and proposed use (number of dwelling units),
  - c. Walls and fences: Location and height,
  - d. Off-street parking: Location, number of spaces and dimensions,
  - e. Access: Pedestrian and vehicular,
  - f. Signs: Location, size and height,
  - g. Drainage: Natural drainage and any proposed drainage systems,
  - h. Landscaping,
  - i. Preliminary grading plan for each parcel pursuant to section 15.14.240 of this code.
10. Approved septic area for each lot if public sewers are not proposed;
11. Building envelopes shall be noted on any proposed lot where average cross slopes exceed a ten percent (10%) grade. The building envelope area shall not exceed five thousand (5,000) square feet in area on class I subdivisions (less than two (2) acre lots) or twenty thousand (20,000) square feet in rural divisions (two (2) acre or larger lots);
12. Application form completed and signed;
13. Deed restriction certificate signed;
14. Letter of authorization from property owner if applicable, authorizing the agent to act as applicant;
15. A copy of official assessor's map, showing the property outlined in red;
16. Proof of ownership (grant deed), if the property has changed title since the last tax roll;
17. Completed and signed environmental assessment form;
18. Ten (10) copies of a "land capability report" containing the information required by the Design and Improvements Standards Manual;
19. If sewer or water service is proposed to be provided by a public agency, proof of availability and ability to serve the proposed development must be provided;

20. Required maps:
  - a. Thirty (30) copies of the vesting tentative map, folded to fit in an eight and one-half by eleven inch (82 x 11") folder, with signature block showing:
    - i. Four (4) copies of slope map noting the following slope range categories; zero percent to ten percent (0% - 10%), eleven percent to twenty percent (11% - 20%), twenty-one percent to twenty-nine percent (21% - 29%), thirty percent (30%) and over;
    - ii. One (1) copy of the reduced vesting tentative map, eight and one-half inches by eleven inches (82 x 11"), or eight and one-half inches by fourteen inches (82 x 14"), may be on two (2) or more pages if necessary;
21. The vesting tentative map shall further include the following information with items a through p shown on map in sequence noted;
  - a. Proposed subdivision name,
  - b. Owner of record (name and address),
  - c. Map prepared by (name and address),
  - d. Scale,
  - e. Contour interval,
  - f. Source of topography,
  - g. Section, township and range,
  - h. Assessor's parcel number,
  - i. Present zoning,
  - j. Total area (acres),
  - k. Total number of parcels,
  - l. Minimum parcel area,
  - m. Water supply,
  - n. Sewage disposal,
  - o. Proposed structural fire protection,
  - p. Date of preparation,
  - q. North point located anywhere on map,
  - r. Project boundary with dimensions,
  - s. A vicinity map showing the location of the project in relation to major roads, including township, range and section,
  - t. Approximate dimension and area of all lots, and area of lots larger than one (1) acre,
  - u. Names of adjacent subdivisions and property owners for parcels that have not been subdivided,
  - v. Approximate radii of centerline of all street curves,
  - w. Grades and width of proposed and existing roads of road easements with typical improvement cross-section,
  - x. All existing structures, buildings, utility, transmission lines and dirt roads,
  - y. Fire hydrant location, existing and/or proposed,
  - z. Existing water and sewer line locations,

- aa. Contours of not more than five foot (5') intervals, based on aerial photogrammetry or on-site survey. (USGS interpolation, not acceptable),
  - bb. Phasing if proposed,
  - cc. The location, if present, of rock outcroppings, lava caps, drainage courses, lakes, canals, reservoirs, rivers, streams, spring areas subject to inundations, wetlands, and respective one hundred foot (100') and fifty foot (50') septic system setbacks when a septic system is proposed,
  - dd. Flood areas on perennial streams, creeks or rivers (one hundred year).
- B. If as a result of the process of review by the county of the vesting tentative map it becomes necessary for the applicant: (1) to make a material change in the vesting tentative map; or (2) to submit additional data; or (3) to revise any aspect of the data that has been previously submitted pursuant to section 16.68.060(A); then the application shall be deemed incomplete pursuant to Government Code section 65943 until such new or additional or revised maps, data, reports and information shall be submitted. (Ord. 4216 §1(part), 1992)

**16.68.070 Processing.**

- A. A vesting tentative map shall be processed in the same manner as required for tentative maps in chapter 16.24, or for tentative parcel maps in chapter 16.48; provided, however, on vesting tentative subdivision maps, the planning commission shall only make a recommendation to the board of supervisors, and the map shall then be set for hearing before the board of supervisors, jointly with a zone change or development plan when applicable, within thirty (30) days of the planning commission action. The decision on a vesting tentative subdivision map is not final until the board of supervisors has acted on the matter as noted herein.
- B. A vesting tentative map shall not be approved unless it is found to be consistent with the general plan for the property proposed to be subdivided. A vesting tentative map application which is inconsistent with the then current general plan at the time of its initial submittal shall be deemed incomplete.
- C. A vesting tentative map shall not be approved unless it is consistent with the zoning of the property proposed to be subdivided. A vesting tentative map which is inconsistent with the then current zoning at the time of submittal shall be deemed incomplete unless an application for a change in zoning, and any other discretionary approval as may be required except a general plan change, is submitted concurrently with the vesting tentative map. If a change in the zoning, or any other discretionary approval as may be required except a general plan change, is obtained currently with the approval or conditional approval of the vesting tentative map, the approved or conditionally approved vesting tentative maps shall, notwithstanding section 16.68.100(A), confer the vested right to proceed with the development in substantial compliance with the change so obtained. Vesting tentative maps shall not be approved with a condition that other discretionary approvals be subsequently secured. (Ord. 4216 §1(part), 1992)

**16.68.080 Fees.**

Upon filing a vesting tentative map, the subdivider shall pay the fees as adopted by the county from time to time for the filing and processing of vesting tentative maps or tentative parcel maps. (Ord. 4216 §1(part), 1992)

**16.68.090 Expiration.**

The approval or conditional approval of a vesting tentative map shall expire twenty-four (24) months after the date of the board of supervisors' action on said map, and shall be subject to the same extensions established by the subdivision ordinance for the expiration of the approval or conditional approval of a tentative map or tentative parcel map. (Ord. 4216 §1(part), 1992)

**16.68.100 Vesting Rights.**

- A. Subject to the provisions of this section, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards described in Government Code section 66474.2. However, if section 66474.2 of the Government Code is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time of the vesting tentative map is approved or conditionally approved.
- B. Determination of when an application for a vesting tentative map is complete shall be made pursuant to procedures set forth herein and pursuant to Government Code section 65943.
- C. Notwithstanding subsection A of this section, a permit, approval, extension, or entitlement may be made conditional or denied if any of the following are determined:
  - 1. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both;
  - 2. The condition or denial is required, in order to comply with state or federal law.
- D. The rights referred to herein shall expire if a final map is not approved prior to the expiration of the vesting tentative map as provided in section 16.68.090. If the final map is approved, these rights shall last for the following periods of time:
  - 1. An initial time period of one (1) year. Where several final maps are recorded on various phases of a project covered by a single vesting tentative map, this initial time period shall begin for each phase when the final map for that phase is recorded.
  - 2. If the subdivider submits a complete application for a building permit during the periods of time specified in subdivision 1 of this subsection D, the rights referred to herein shall continue until the expiration of that permit, or any extension of that permit. (Ord. 4216 §1(part), 1992)

**Chapter 16.70**

**SEGREGATION OF SPECIAL ASSESSMENTS**

**Sections:**

- 16.70.010 Election of Alternative Procedure for Division of Land and Bond for Assessment Proceedings Conducted by the County.**
- 16.70.020 Prerequisites for the Filing of Parcel or Final Subdivision Maps or Merger Maps or Lot Line Adjustments – Duties of Treasurer/Tax Collector.**
- 16.70.030 Prerequisites for the Filing of Parcel or Final Subdivision Maps or Merger Maps or Lot Line Adjustments – Duties of Auditor/Controller.**

**16.70.010 Election of Alternative Procedure for Division of Land and Bond for Assessment Proceedings Conducted by the County.**

All assessment proceedings conducted by the county, in which bonds have been issued under the Improvement Bond Act of 1915, shall be governed by the provisions of part 10.5 of division 10 of the California Streets and Highways Code (commencing with section 8740). As used therein, the term "street superintendent" shall be deemed, under the authority of section 8507 of the California Streets and Highways Code, to refer to the Director of Transportation. (Ord. 4123 §1(part), 1990)

**16.70.020 Prerequisites for the filing of Parcel or Final Subdivision Maps or Merger Maps or Lot Line Adjustments--Duties of Treasurer/Tax Collector.**

No parcel map, final subdivision map or a map effecting a merger of parcels or the reconfiguration of a parcel or parcels shall be accepted for filing by the county recorder's office unless such filing has been approved in writing by the county treasurer/tax collector's office. The county treasurer/tax collector shall not approve the filing of the map until the treasurer/tax collector has determined that the owner or subdivider has complied with the provisions of California Government Code section 66493(a) and, where applicable, section 66493(b). The treasurer/tax collector may prescribe a fee for this service which shall not exceed the reasonable cost thereof. (Ord. 4123 §1(part), 1990)

**16.70.030 Prerequisites for the Filing of Parcel or Final Subdivision Maps or Merger Maps or Lot Line Adjustments--Duties of Auditor/Controller.**

No parcel map, final subdivision map or a map effecting a merger of parcels or the reconfiguration of a parcel or parcels shall be accepted for filing by the county recorder's office unless such filing has been approved in writing by the county auditor/ controller's office. The county auditor/controller shall not approve the filing of the map until the auditor/controller has determined that the owner or subdivider has complied with the provisions of California Government Code section 66493(c) or (d). The auditor/controller may prescribe a fee for this service which shall not exceed the reasonable cost thereof. (Ord. 4123 §1(part), 1990)

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## Chapter 16.72

### AMENDING OF FINAL MAPS

#### Sections:

<b>16.72.010</b>	<b>Citation and Authority.</b>
<b>16.72.020</b>	<b>Purpose and Intent.</b>
<b>16.72.030</b>	<b>Application.</b>
<b>16.72.040</b>	<b>Findings Required.</b>
<b>16.72.050</b>	<b>Hearing.</b>
<b>16.72.060</b>	<b>Fees.</b>

#### **16.72.010 Citation and Authority.**

This chapter is enacted pursuant to the authority granted by chapter 3 of division 2, title 7, commencing with section 66472.1 of the Government Code of the state of California. (Ord. 4151 §2(part), 1991)

#### **16.72.020 Purpose and Intent.**

It is the purpose of this chapter to establish procedures necessary for the implementation of Government Code section 66472.1, which provides for the modification of recorded final and parcel maps pursuant to the Subdivision Map Act. Regulations outlined in this chapter are determined to be necessary for the preservation of the public health, safety and general welfare, and for the promotion of orderly growth and development. (Ord. 4151 §2(part), 1991)

#### **16.72.030 Application.**

This chapter shall apply to all residential, commercial and industrial developments for which a final map or a parcel map is required to be filed in the office of the county recorder pursuant to the Subdivision Map Act. (Ord. 4151 §2(part), 1991)

#### **16.72.040 Findings Required.**

In addition to those amendments authorized by section 66469 of the Government Code, a final map or a parcel map which has been recorded in the office of the county recorder, may be modified by a certificate of correction or amending map upon the approving authority's (of the original tentative map) determination that the following findings can be made concerning the modification:

- A. That there are changes in circumstances which make any or all of the conditions of such a map no longer appropriate or necessary.
- B. That the modifications proposed did not impose any additional burden on the present fee owner of the property.
- C. That the modifications proposed do not alter any right, title or interest in the real property reflected in the recorded map.
- D. That the map as modified conforms to the provisions of section 66474 of the Government Code. (Ord. 4151 §2(part), 1991)

#### **16.72.050 Hearing.**

Any modifications made pursuant to this section shall be set for public hearing as provided for herein and in section 66451.3 of the Government Code. Issues in such hearing shall be confined to consideration of and action on the proposed modification. (Ord. 4151 §2(part), 1991)

**16.72.060 Fees.**

Upon a request for modification made pursuant to this section, the applicant shall pay the fees as adopted by the county from time to time for the filing and processing of the modification. (Ord. 4151 §2(part), 1991)

## Chapter 16.74

### EXPIRATION OF APPROVED MAPS

#### Sections:

- 16.74.010**      **Title and Scope of Chapter.**
- 16.74.020**      **Expiration Period of Approved or Conditionally Approved Maps.**
- 16.74.030**      **Extension of Time for Approved or Conditionally Approved Maps.**

#### 16.74.010 Title and Scope of Chapter.

This chapter shall be known as the expiration of approved maps ordinance and it governs all land use maps approved or conditionally approved by the county under articles I, II, and III of title 16. (Ord 4448, 1997)

#### 16.74.020 Expiration Period of Approved or Conditionally Approved Maps.

- A. The approval or conditional approval of a tentative map shall expire within the time frame from the date of approval by the approving authority as set forth below:
  - 1. Thirty-six (36) months for a tentative map;
  - 2. Thirty-six (36) months for a tentative parcel map;
  - 3. Twenty-four (24) months for a vesting tentative map or a vesting tentative parcel map. (Ord. 1997)
- B. The expiration date of an approved tentative map may be extended as authorized in section 66452.6(a) of the Government Code. (Ord. 4448, 1997)
- C. The period of time specified in subsection A of this section shall not include any period of time during which a development moratorium is in existence, as defined in Government Code section 66452.6(f), pursuant to section 66452.6(b). (Ord. 4448, 1997)
- D. The period of time specified in subsection A of this section shall not include any period of time during which a lawsuit has been filed and is pending in a court of competent jurisdiction involving the approval or conditional approval of a tentative map if a stay of the time period is approved by the planning commission. After service of the initial petition or complaint upon the court, the subdivider shall, in writing, to the planning director, request a stay of the time period of the tentative map. Within forty (40) days after receiving the request, the planning commission shall either stay the time period for up to five (5) years or deny the requested stay. The request for the stay shall be a hearing with notice to the subdivider and to the appellant, and upon conclusion of the hearing, the planning commission shall, within ten (10) working days, render its decision. The subdivider or any interested person may appeal the action of the planning commission on the stay to the board of supervisors in accordance with section 16.24.075. (Ord. 4448, 1997)

**16.74.030 Extension of Time for Approved or Conditionally Approved Maps.**

- A. Request by subdivider. The subdivider may request up to five (5) one year extensions of the expiration date of the approved or conditionally approved tentative map by written application to the planning department. Each application shall be filed before the approved or conditionally approved tentative map expires and shall state the reasons for requesting the extension. (Ord. 4448, 1997)
- B. Action on extension request. The department shall review the request and submit the application for the extension, together with a report to the approving authority for approval, conditional approval, or denial. A copy of the department's report shall be forwarded to the subdivider prior to the approving authority meeting on the extension. In approving, conditionally approving, or denying the request for extension, the approving authority shall make findings supporting its decision, including findings with respect to the potential impact of any increases in applicable development fees which have occurred since the date of the approval or conditional approval of the tentative map. (Ord. 4448, 1997)
- C. Appeal of Extension. The subdivider or any interested person adversely affected may appeal any action of the approving authority on the extension to the board of supervisors in accordance with section 16.24.075. Any such appeal shall be filed within ten (10) working days after the action by the approving authority. If the board does not act within the time limits set forth in section 16.24.075, the extension shall be deemed to have been approved, or conditionally approved or denied consistent with the action of as approved by the approving authority, insofar as the tentative map complies with all other applicable provisions of the Subdivision Map Act, this title, this code, and the general plan. (Ord. 4448, 1997)

**Chapter 16.76**

**CERTIFICATES OF COMPLIANCE**

**Sections:**

<b>16.76.010</b>	<b>Title</b>
<b>16.76.020</b>	<b>Definitions</b>
<b>16.76.030</b>	<b>Purpose</b>
<b>16.76.040</b>	<b>Scope</b>
<b>16.76.050</b>	<b>Conditions of Approval</b>
<b>16.76.060</b>	<b>Process</b>
<b>16.76.070</b>	<b>Unconditional Certificates of Compliance Issued by Surveyor</b>
<b>16.76.080</b>	<b>Conditional Certificates of Compliance Issued by Surveyor</b>
<b>16.76.090</b>	<b>Certificates of Compliance Issued by Planning Department</b>
<b>16.76.100</b>	<b>Fees</b>
<b>16.76.110</b>	<b>Appeals</b>
<b>16.76.120</b>	<b>Severability</b>

**16.76.010 Title.**

This article shall be known and cited as the County Certificate of Compliance Ordinance and shall supersede Resolutions 342-91, 245-95, 25-01, 185-02, 34-03, and Ordinance 4217 which are hereby repealed.

**16.76.020 Definitions.**

- A. **Certificate of Compliance:** A document issued pursuant to Government Code section 66499.35 and recorded in the county recorder’s office that states the subject parcel of land was lawfully created (unconditional), or if unlawfully created, which contains conditions which if satisfied by the owner shall legitimize the parcel (conditional). A certificate of compliance does not grant development rights. Development rights are only obtained when permits or grants of approval for development are issued.
- B. **Permit or Grant of Approval for Development:** Shall mean any permit or grant of approval for development issued from or by the County of El Dorado to any applicant on any parcel of land including but not limited to the following list:
  - 1. Any permit issued by the El Dorado County Building Department including all ancillary permits.
  - 2. Any permit issued by the El Dorado County Department of Transportation including all ancillary permits.
  - 3. Any permit issued by the El Dorado County Environmental Management Department including all ancillary permits.
- C. **Parcel Creation:** A parcel is created by the recording of a written document that describes the parcel. The County Assessor cannot create a parcel.
- D. **Parcel Creation Date:** Except for those parcels created prior to March 4, 1972, the date the

document was recorded is the date the parcel was created. To determine if a parcel was created prior to March 4, 1972, the Notary's acknowledgment date as shown on the recorded document may be used as the creation date.

- E. Remainder: A parcel as defined in Government Code section 66424.6.

**16.76.030 Purpose.**

Pursuant to Section 66499.35 of the Subdivision Map Act, any owner of a parcel of land may request the local agency to determine if their parcel complies with the subdivision map act and any local ordinance enacted pursuant thereto. This article sets forth the standards that county staff will use to determine if the parcel complies with the subdivision map act and local ordinances.

**16.76.040 Scope.**

This article shall govern the process and the issuance of unconditional certificates and conditional certificates of compliance for certain parcels created without the benefit of the filing of a parcel map or final map.

**16.76.050 Conditions of Approval.**

The Subdivision Map Act requires conditional certificates of compliance be issued on certain types of parcels which were created in violation of the Subdivision Map Act. A local agency may impose any conditions that would have been applicable to the division of the property at the time the current owner(s) acquired his or her interest, except that where the current owner(s) was involved in the initial land division violation, then the local agency may impose any conditions that would be applicable to a current division of the property.

**16.76.060 Process.**

All applications for certificates of compliance shall be submitted to the County Surveyor for initial review. The Surveyor will determine if he is able to process the application within the provisions set forth in this chapter. The Surveyor is authorized to issue unconditional or conditional certificates of compliance only based upon the circumstances which are specifically authorized in this chapter. The Surveyor will forward all other applications to the Planning Department for further processing.

**16.76.070 Unconditional Certificates of Compliance Issued by Surveyor.**

The County Surveyor is authorized to issue unconditional certificates of compliance only on parcels that meet any one (1) of the four (4) following criteria:

- A. The parcel is one of less than five parcels created by the same owner from the original parcel prior to March 4, 1972.
- B. The parcel is the result of a division which created parcels of 40 acres or larger, or is not less than a quarter of a quarter section, created prior to March 4, 1972.

- C. The parcel is a Final or Parcel Map remainder created prior to January 1, 1980.
- D. The parcel that was created in violation of the Subdivision Map Act or local ordinance and subsequently issued any permit or grant of approval for development.

**16.76.080 Conditional Certificates of Compliance Issued by Surveyor.**

The County Surveyor is additionally authorized to issue conditional certificates of compliance for parcels that meet any one (1) of the three (3) following criteria:

- A. The parcel was one of five or more parcels created by the same owner from the original parcel prior to March 4, 1972.
- B. The parcel was created by a gift deed or grant deed with zero transfer tax between the dates of March 4, 1972 and October 10, 1983 where fewer than five parcels were created by the same owner from the original parcel.
- C. The parcel was the result of a division which created parcels 40 acres or larger or not less than a quarter of a quarter section created after March 4, 1972 and prior to January 7, 1992 where fewer than five parcels were created by the same owner from the original parcel.
- D. Any parcel that meets the criteria as cited in criteria numbered a or b or c above shall be issued a conditional certificate of compliance with the following condition imposed:

**The owner of this parcel either prior to or concurrently with obtaining any permit or grant of approval for development shall comply with all fire safe regulations that are enforced now or in the future by the El Dorado County Building Department.**

**16.76.090 Certificates of Compliance Issued by Planning Department.**

The El Dorado County Planning Department is authorized to process, issue and record unconditional certificates and conditional certificates of compliance for parcels created after March 4, 1972 that meet any of the following creation test statements of fact:

- A. The parcel was created by gift deed where more than four parcels were created by the same owner from the same original parcel.
- B. The parcel sold for delinquent taxes owed.
- C. The parcel is a Final or Parcel Map remainder created after December 31, 1979.
- D. The parcel was created by a Court Partition.
- E. The parcel was created as a result of a conveyance to or from a Governmental Agency or public entity, under Subdivision Map Act section 66428a.2.
- F. The parcel was created by foreclosure.
- G. The parcel is any other parcel created without the benefit of a Parcel or Final Map that has not been specifically cited in this chapter.

The Planning Department is authorized based upon the circumstances involved in the creation of the parcel to issue an unconditional certificate or conditional certificate compliance. In addition, the Planning Department has the authority to determine if a public hearing will be required and what conditions as authorized by the Subdivision Map Act, if any, should be attached to the conditional certificate of compliance.

**16.76.100 Fees.**

A fee established by resolution of the Board of Supervisors will be paid to the County Surveyor or the Planning Department along with completed certificate(s) of compliance application.

**16.76.110 Appeals.**

Decisions made by the County Surveyor, Planning Director, Zoning Administrator or Planning Commission may be appealed to the Board of Supervisors. Appeals must be filed with the appropriate department with an appeal fee payment. If an appeal is made, the matter will be heard at a public hearing of the Board of Supervisors.

**16.76.120 Severability.**

The provisions of Ordinance Code Section 1.04.220 regarding severability applies to this chapter.

**EL DORADO HILLS COMMUNITY SERVICES DISTRICT**  
**\* POLICY GUIDE SERVICES 6000-FACILITY DEVELOPMENT\***

**POLICY TITLE:                   AGE RESTRICTED HOUSING DEFINITION FOR PARK  
  IMPACT FEE**  
**POLICY NUMBER:               6220**

**6220**           A specific category of housing referred to as “age restricted housing” based on approved justification implementation documents is subject to an impact fee less than that imposed on single family residential units because the actual impact on District facilities by age restricted housing as determined by the adopted justification study is less than that of single family residential units.

For purposes of park impact fee assessment in accordance with this District’s adopted justification study and implementation plan, and the County’s adopted park impact fee ordinance and related resolutions, age restricted housing means:

A residential development project developed, substantially rehabilitated or substantially renovated for sale, lease, rent, or use solely by persons 55 years of age or older, provided that the proposed development project contains at least five or more residential units, is age restricted by County Ordinance, or zoning restriction, or special use permit, or a specific developmental approval governed by the County such as a planned unit development, a subdivision map, or development agreement or is otherwise subject to a deed restriction recorded in the official records of El Dorado County or is restricted by recorded covenants, conditions and restrictions. Any proposed development project meeting this definition shall be eligible for designation as age restricted housing for purposes of determining applicable park impact fees, provided that the developer/project proponent and real property owner of any such project execute a written agreement, in recordable form, insuring payment of additional park impact fees, in an amount applicable to single family residential units at any time the age restriction applicable to the project is modified, by the County, or modification of any deed restriction or covenants, conditions or restrictions to permit one or more units to be sold, leased, rented or occupied by person(s) less than 55 years of age.

Adopted: December 9, 1999, Resolution No. 99-22, Age Restricted Housing Definition for Park Impact Fee.

**Memorandum**

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To: Kevin Loewen, El Dorado Hills Community Services District  
 From: Development Planning & Financing Group  
 Date: November 13, 2014  
 Subject: Industry Standard Persons Per Household Assumption for Age Restricted Housing

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Per the request of our client, Lennar Homes (“Lennar”), we have prepared this memo to provide industry standard assumptions for persons per household of age-restricted residential housing in regards to the planned Carson Creek age-restricted community (“Carson Creek” or “Project”) in El Dorado Hills.

Lennar and Development Planning and Financing Group (“DPFG”) prepared this Memorandum to demonstrate that age-restricted communities have a documented reduction in the persons per household generation rates compared to standard single family communities.

A. Background and Assumptions:

Lennar is currently constructing Phase 1 of a three phase age-restricted community in El Dorado Hills known as Carson Creek. At build-out, Carson Creek will have approximately 1,060 homes with a variety of home sizes, styles and concepts. Tentative Maps have been approved for 919 homes and the Phase 3 Tentative Map is currently being processed by El Dorado County. In addition to the homes, Carson Creek will also include two recreation centers/clubhouses, private streets and gated entrances, two private parks (community garden park and dog park), open space and a public trail system. There is also a public neighborhood park located in Carson Creek. The recreation centers combined will include a fitness center, tennis courts, pickle-ball courts, bocce complex, two swimming pools (one lap pool and one swimming pool), two spas, ballroom, pub, meeting rooms, locker rooms, theater and billiards room.

In calculating the required Quimby park dedication requirements for a new community, the EDHCSO currently uses only one factor for single family residential which is 3.3 persons per household. This would equal an estimated 3,498 residents. To meet the EDHCSO’s park land dedication of 5 acres/1,000 persons, the Project would be required to provide 17.49 acres of parkland.

Based on the development plan and EDHCSO established policies for giving park dedication credits for private recreational facilities, Carson Creek will receive partial credits (50%) for the fitness center, social clubhouse, and private parks/greenbelt of 6.0 +/- acres. Full credit will be given for the 4.65 acre neighborhood park. A total of approximately 10.65 acres of credit will be given for on-site facilities.

Because of the unique nature of age-restricted communities, many jurisdictions have adopted alternative Quimby park dedication requirements for these communities. The uniqueness is based on a documented reduction in the number of people per household, and rules and regulations restricting the age of the residents in the community. The following is a discussion of park dedication requirements from other local jurisdictions.

B. Other Project Examples and Industry Standard:

DPFG researched other development projects in the region to document the persons per household assumptions used in the various Nexus Studies, Specific Plans, Fiscal Impact Analysis, and/or Public Facilities Financing Plans. **Table 1** includes persons per household data from City and County projects within Placer County, Sacramento County, and San Joaquin County for age-restricted residential products. DPFPG has concluded that 1.8 persons per household is the most commonly used factor with the City of Elk Grove and the City of Sacramento using a slightly higher estimate of 2.0 and 2.1, respectively. DPFPG was unable to find any data during our research that was similar to the EDHCSO park dedication formula of 3.3 persons per household for age-restricted communities.

ORANGE COUNTY, CA	SACRAMENTO, CA	LAS VEGAS, NV	BOISE, ID	PHOENIX, AZ
AUSTIN, TX	TAMPA, FL	ORANGE COUNTY, FL	RESEARCH TRIANGLE, NC	CHARLESTON, SC



Based on the data provided, and research performed by DPF, our recommendation would be to use the 1.8 persons per household for age-restricted residential.

*C. Updated Park Requirement Calculation*

DPF prepared Table 2 to illustrate the current EDHCS's persons per household factor and resulting park dedication requirement compared to the industry standard recommendation. Under the current EDHCS formula, Carson Creek would require 17.49 acres, while the recommended industry standard would require 9.54 acres. With the current land use plan, the Project would meet and exceed the park acreage requirement.

**Table 2**  
**Carson Creek - El Dorado Hills**  
**Park Acre Calculation**

	Units	Persons Per Household	Population	Total Park Acres Required
				<i>5 ac./1,000</i>
EDHCSD	1,060	3.30	3,498	17.49
Avg. of Industry Standard Examples	1,060	1.80	1,908	9.54

**Table 1**  
**Carson Creek - El Dorado Hills**  
**Persons Per Household**

	El Dorado Hills		Placer County		Sacramento County		San Joaquin County	
	CSD	Lincoln Sun City	Roseville Del Webb	County Placer Vineyards	Elk Grove Laguna Ridge	Sacramento North Natomas	Manteca Union Ranch	
Source	Carson Creek	[1]	[2]	[3]	[4]	[5]	[6]	
Persons Per Household	3.30	1.80	1.80	1.80	2.10	2.00	1.80	
Age Restricted								
Proposal	1.80	-	-	-	-	-	-	

**Sources:**

- [1] General Development Plan for Del Webb's Sun City Lincoln Hills.
- [2] Del Webb Specific Plan.
- [3] Placer Vineyards Specific Plan.
- [4] Laguna Ridge Specific Plan.
- [5] North Natomas Nexus Study 2005 Update.
- [6] Union Ranch Specific Plan.

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**Table 2: El Dorado County Average Household Sizes, 2008-2012**

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	El Dorado County	
	Total	Householder 55+ Years of Age
Total Population in Households	180,441	54,624
Total Occupied Housing Units	67,846	31,393
Persons per Household	2.64	1.74

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Sources: U.S. Census Bureau, 2008-2012 ACS 5-year Estimate, 2015; U.S. Census Bureau, Current Population Survey, 2012 Annual Social and Economic Supplement, 2012; BAE 2015



**EL DORADO HILLS  
COMMUNITY SERVICES DISTRICT**

**AGENDA REPORT**

**To:** Parks and Planning Committee  
**From:** Kevin A. Loewen, Parks & Planning Director  
**Meeting Date:** January 27, 2015  
**Report Date:** January 21, 2015  
**Subject:** **Carson Creek Parkland Dedication Agreement**

---

**Recommended Action:** Review Carson Creek Developer's Request to Enter Into a Parkland Dedication Agreement and Suspend Entering Into an Agreement Until Such Time as the County and District Have Finalized Their Plans for the Provision of the 30-Acre Park.

**Background:** On December 10, 2014 General Manager, Brent Dennis, and Parks and Planning Director, Kevin A. Loewen, met with Carson Creek Developers, Larry Gualco and Don Barnett, of Lennar, to discuss, among other topics, the parkland dedication agreement. The Developers provided the following documents with specific sections flagged for support of their requests: Carson Creek Specific Plan; Settlement Agreement and Mutual Release (both attached). The Developers sought clarification as to the District's funding mechanism for initial park development as well as ongoing maintenance. The District anticipates that park impact fees (development fees) would provide funding for initial park development fees, and that the landscape assessment district would provide ongoing maintenance funding.

There remains a significant item of concern for the District and its residents. This is for the Carson Creek development area population impact unto district-wide facilities such as community park(s). The Settlement Agreement provided by the Developers at the December 10<sup>th</sup> meeting clearly specified the 30-acre parkland area at the southern tip of the Carson Creek specific plan as an El Dorado County regional park—not a CSD

**El Dorado Hills Community Services District**  
**RE: Carson Creek Parkland Dedication Agreement**  
**Date: January 27, 2014**

community park, as it is identified in the current District master plan. This revelation is untimely in that consideration for and designation of a community park for which the landscape assessment district shall encumber is unclear.

District staff has been in contact with El Dorado County on their plan for the 30-acre regional park, as the Developer would be responsible for provision of a lengthy menu of infrastructure and advance pre-construction park development actions. That is, the Settlement Agreement specifies that Real Parties will provide the following in the form of a loan that the landscape assessment district will pay back:

- Advance funds for a nexus study for the regional park assessment district
- Grade 20 acres for ball fields
- Install chip-and-seal parking area
- Install potable and reclaimed water lines
- Obtain EDU's for EID water and/or install well-water
- Install shielded sports lighting on 15 acres of ball fields
- Install restrooms, bleachers, and concession stands
- Install drainage system, irrigation system, and turf on 15 acres of ball fields

There may be an opportunity for the District to secure the 30-acre parkland, along with all other Developer requirements, if the County finds that it is in their best interest of provision of such a park via the Community Services District. That is, the management of such a park is likely best suited for the Community Services District, as this park would fall within District boundaries.

Additional considerations for delaying entering into an agreement is for the Developer to have an opportunity to provide an updated draft parkland dedication agreement that clearly specifies the timeline and requirements for LLAD/CFD formation, as well as to afford District legal counsel time to review and comment on that draft. The goal is to tackle all items in advance of the March Board of Directors regular meeting.

**Attachments:**

- A. Carson Creek Specific Plan (as provided by Developers)
- B. Settlement Agreement (as provided by Developers)

Recording requested by and  
when recorded mail to:

AKT Development Corporation  
7700 College Town Drive, Suite 101  
Sacramento, CA 95826-2303  
Attn: Diane Richmond

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## **CARSON CREEK SPECIFIC PLAN DEVELOPMENT AGREEMENT**

Adopted by  
El Dorado County  
Board of Supervisors  
February 24, 1998

**CARSON CREEK SPECIFIC PLAN  
DEVELOPMENT AGREEMENT**

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EXHIBITS

- A Property Description
- A1 The Moshers Property Description
- A2 The Euers Property Description
- B Carson Creek Specific Plan Public Facilities Financing Plan
- C Agreement Between the Latrobe School District, the El Dorado Union High School District, Angelo Tsakopoulos, AKT Mosher Partners, the Moshers, and the Euers

## CARSON CREEK SPECIFIC PLAN DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") is made and entered into this 30th day of November, 19 98, by and between the County of El Dorado (hereinafter "County") and William Mosher and Melba Ouida Mosher (the "Moshers"), Robert Bryce Euer and John Wesley Euer (the "Euers"), Angelo D. Tsakopoulos and AKT Mosher Partners (the "Partners") and the Tsakopoulos Family Partnership (hereinafter collectively referred to as "Landowner"), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Chapter 17.85 of the County's Ordinance Code, establishing rules, regulations and procedures for the consideration of development agreements, relating to the Carson Creek Specific Plan ("Plan"). (Bd. date 2/24/98)

### RECITALS

A. Enabling Statute. 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, who has a legal or an equitable interest in the property to be developed, 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.

B. Parties and Property Description. The land subject to this Agreement is that certain real property within the Carson Creek Specific Plan constituting approximately 710± acres described in Exhibit "A" attached hereto and made a part hereof by this reference (herein the "Property").

1. The Moshers own that portion of the Property constituting approximately 550 acres and more specifically described in Exhibit "A-1."

2. The Euers own that portion of the Property constituting approximately 160 acres and more specifically described in Exhibit "A-2."

3. The Partners have an option to purchase the Mosher property and the Euer property and intend to purchase and develop the entire Property after exercising the options and obtaining title to the Property.

C. Development Agreement Goals. County and Landowner enter into this Agreement relating to the Property in order to facilitate the development of the Carson Creek Specific Plan area in accordance with the Specific Plan goals and

policies and to incorporate the conditions imposed on the approval of the Plan. Implementation of the Specific Plan will facilitate the creation of a physical environment that will conform to and complement the goals of the County, protect natural resources from adverse impacts, enhance the certainty of implementation of the El Dorado County General Plan, and reduce the economic risks of development to the Landowner and County.

The County, by entering into this Agreement, will receive the benefit of gaining assurance that the Property will not be developed unless the property is developed in conformance with the Plan and various public facilities and improvements are constructed and dedicated to the County. In addition, this Agreement will assist in the implementation of the El Dorado County General Plan.

D. Project Background and Approvals.

1. County caused an environmental impact report to be prepared for the Project for which a Notice of Completion was circulated on May 20, 1996 and for which a public hearing was held on June 30, 1996 for the purpose of receiving comments; the comment period of the environmental impact report ended on July 5, 1996.

2. On September 12, 1996, the County Planning Commission considered the environmental impact report and the Project and after having conducted duly noticed public hearings, voted to certify the environmental impact report and recommend approval of the Project to the County Board of Supervisors.

3. On September 24, 1996, the County Board of Supervisors held a public hearing on the Project. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, certified the environmental impact report and approved the Project through adoption of Resolution No. 224-96.

4. On January 14, 1997, the County Board of Supervisors by Resolution No. 8-97 pursuant to court order vacated Resolution No. 224-96 for the purpose of re-examining the findings made in Resolution No. 224-96 relating to the consistency of the Specific Plan with County General Plan policies relating to water supply and to further examine environmental information generated in connection with the El Dorado Project. Additional analysis was performed and an Addendum to the EIR was prepared for consideration by the Board of Supervisors.

5. On March 4, 1997, the Board of Supervisors held another public hearing on the Project and the Addendum to the environmental impact report. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, approved the addendum to the environmental impact report and approved the Project by adoption of Resolution No. 91-97.

6. On January 22, 1998, the Planning Commission conducted a duly noticed public hearing on this Agreement and recommended to the Board of Supervisors that this Agreement be approved.

7. On February 24, 1998, after a duly noticed public hearing, the Board of Supervisors approved this Agreement by Ordinance No. 4484 which is effective on March 26, 1998, 1997.

E. Project Description. The Carson Creek Specific Plan includes 710 +/- acres, which is planned to contain 2434 housing units, two school sites, parks sized in accordance with applicable County standards, 142.8 acres of open space, 13 acres of commercial facilities and 48.2 acres of research and development facilities all fully served with onsite water and sewer facilities, all as fully set forth in the Carson Creek Specific Plan as approved by the County Board of Supervisors and available from the County Planning Department for inspection.

F. General Plan Consistency. The Board of Supervisors hereby finds this Agreement consistent with the County's General Plan and the Specific Plan.

G. Vested Rights. In consideration of the substantial benefits to be provided by Landowner pursuant to this Agreement and in order to strengthen the public planning process and reduce the economic risks of development, by this Agreement the County intends to assist Landowner in completion of the Plan in accordance with the terms of this Agreement. Development of the Property in accordance with the terms of this Agreement requires major investment by Landowner in public facilities, substantial capital investment in onsite and offsite improvements, the creation of assessment districts, financing of school facilities and other public benefit and purposes, and substantial commitment of the resources of Landowner to achieve the public benefits of the Plan for the community.

County recognizes and has determined that the granting of the vested right and assurance of fully developing the project as set forth in the Development Plan, as set forth in this Agreement, is required by Landowner in order to undertake the development of the Plan and thereby achieve the public benefits of the Plan. In addition, this Agreement will provide assurances that the Specific Plan will be developed in a manner which incorporates the conditions and mitigation measures called for in the Approving Resolution. But for said commitments on the part of County and Landowner, the parties would not enter into this Agreement.

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1.  
GENERAL PROVISIONS

1.1. Property Description and Binding Covenants. The Property is that real property owned or controlled by Landowner described in Exhibit "A". It is intended and determined that the provisions of this Agreement, to the extent permitted by law, shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and to their successors in interest.

1.2. Development Plan. For purposes of this Agreement, the term "Development Plan" shall refer to the Carson Creek Specific Plan, by this reference included herein, the Resolution No. 91-97 of the Board of Supervisors (the "Approving Resolution") and this Agreement.

1.3. Interest of Landowner. Landowner represents that Landowner has a fee or other equitable interest in the Property, as provided in California Government Code Section 65865, and that all other persons holding legal or equitable interests in the Property are to be bound by this Agreement.

1.4. Term. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall extend for a period of twenty (20) years from that date unless it is terminated, modified or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

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

- (a) Expiration of the twenty (20) year term;
- (b) The effective date of a party's election to terminate the Agreement as provided in Sections 6.1 and 7.11 of this Agreement.

1.6. Assignment. Landowner shall have the right to sell, mortgage, hypothecate, assign or transfer the Property in whole or in part, to any person, partnership, joint venture, firm, or corporation at any time during the term of this Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer shall include the assignment of those rights, duties, and obligations arising under or from this Agreement applicable to the Property or portions thereof being assigned, transferred or sold and the acceptance by the assignee of such rights, duties and obligations. The County shall not impose any conditions or otherwise have any rights of approval over said sale, mortgage, hypothecation, assignment or transfer. Landowner and any subsequent assignor shall notify County in writing of any assignment. The notice shall include the name, address of the assignee, and a

description of the property acquired. County shall have no obligation to provide future notice to any assignee if the above notice is not given. Any and all successors and assigns of Landowner shall have all of the same rights, benefits, and obligations of Landowner under this Agreement.

1.6.1 Subdivided Lots. It is understood and agreed by the parties that the Property may be subdivided after the effective date of this Agreement. One or more of such subdivided parcels may be sold, mortgaged, hypothecated, assigned, or transferred to persons for development by them in accordance with the provisions of this Agreement. Upon the recordation of any final subdivision map on a portion of the Property which creates final residential lots, the purchaser of any single individual residential lot shall be released from any further obligations under this Agreement. The burdens of this Agreement shall terminate without the execution or recordation of any further document or instrument and such lot shall be released from and no longer be subject to the burdens and obligations of this Agreement. However, nothing herein should be construed as relieving an individual lot owner from compliance with all relevant Specific Plan requirements with respect to the development of the property, nor relieve the lot owner of any obligation to pay fees, taxes, or assessments provided herein.

1.7. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the County and the owner of the property which is the subject of the proposed amendment in the manner set forth in Government Code Sections 65867, 65867.5 and 65868, provided, however:

a. Any change to this Agreement which does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Landowner or any conditions or covenants relating to the use of the Property shall not require notice or public hearing and may be made by mutual consent of the parties;

b. Any modification of the Specific Plan which is approved by the Planning Director or other appropriate County personnel as provided in Section 1.8 shall not require an amendment to this Agreement; and

c. The determination as to whether any proposed change or modification pursuant to this section or section 1.8 will require a public hearing shall be made by the County.

1.8. Modification to the Carson Creek Specific Plan. Upon request of the Landowner or subsequent property owner, the Planning Director may approve amendments to the Plan without any notice of public hearing if the Planning Director determines that the requested modification does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and

dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Landowner or any conditions relating to the use of the Property, does not adversely impact any other landowner within the Specific Plan, and is otherwise consistent with the Specific Plan, and the County General Plan. Other amendments to the Specific Plan may be initiated by Landowner, the property owner, the Planning Commission or the County Board of Supervisors in accordance with the procedures set forth in Section 65450 of the California Government Code provided that any such amendment shall be consistent with this Agreement. It is the intent of this Section that during the course of development of the Property there may be insubstantial changes to the Specific Plan as future ministerial or discretionary decisions are made. The parties hereby agree that such changes are anticipated and will not require modification to this Agreement.

1.9. 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 Landowner or Landowner'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  
330 Fair Lane  
Placerville, CA 95667  
Att: Planning Director

Notice to the Landowner:

Palisades Properties, Inc.  
147 Iron Point Road, Suite A  
Folsom, CA 95630

## SECTION 2. DEVELOPMENT OF THE PROPERTY

2.1. Land Use Entitlements. The permitted land uses, density and intensity of use of the Property, timing or phasing of development, zoning, provisions for reservation or dedication of land for public purposes, and the location and size of major transportation, sewer, drainage and water facilities and improvements shall be those set forth in the Development Plan at the time of the effective date of this Agreement. It is the intent of this Agreement that upon the adoption of the implementing ordinance for this agreement that the development regulations for the property shall be those set forth in the Specific Plan and that all

further development of the Property shall be done in accordance with the Specific Plan. In the event of any conflict between the provisions of this Agreement and any other resolution, rule, regulation or policy of the County now in existence, the provision of this Agreement and the Specific Plan shall control.

2.2. Applicable Rules, Regulations and Official Policies. Except as provided in this Agreement, the ordinances, resolutions, codes, rules, regulations, official policies and General Plan of the County governing permitted uses, timing and rate of development, density, design, improvements and construction standards and specifications applicable to development of the Property, shall be those rules, regulations and official policies in force at the time of the execution of this Agreement, or with respect to the Euer Ranch tentative subdivision map approved concurrently with the Specific Plan, those rules, regulations and official policies in force at the time of the approval of the tentative map. However, this section shall not preclude the application to the Property of changes in County ordinances, resolutions, codes, rules, or regulations specifically mandated and required by changes in state or federal laws or regulations. Nor shall this section be construed to prevent the application of any such measure to the Property if such measure is necessary to alleviate a direct and imminent threat to the health or safety of the citizens of the County.

2.2.1. Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances. Subsequently enacted rules, regulations, ordinances, laws, and official policies adopted or modified after the date of this Agreement shall apply provided:

- a. They are applied uniformly to all similar properties or developments in the County;
- b. They do not prevent development of the Property for the uses, the density or intensity of development or the rate or timing of development set forth in the Development Plan; and
- c. They are not in conflict with matters which are specifically addressed in the Specific Plan, and are consistent with the goals and policies of the Specific Plan.

2.3. County Fees, Taxes and Assessments. Landowner shall pay those County fees, taxes and assessments in existence at the time of the approval of any subsequent entitlements on the Property provided that:

- a. Such fees, taxes and assessments apply to all similarly situated private projects and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed;

b. Their application to the Property is prospective as to applications for building and other development permits or approvals of tentative subdivision maps not yet accepted for processing; and

c. Such fees, taxes and assessments are not exacted in order to provide facilities, infrastructure or services already provided for in the Development Plan or for which Landowner has otherwise provided mitigation pursuant to the Development Plan.

2.3.1. Processing Fees and Charges. Landowner shall pay those processing fees and charges of every kind and nature imposed or required by County under current or future regulations covering the actual costs of County in (i) processing applications and requests for permits, approvals and other actions, and (ii) monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

### SECTION 3. LANDOWNER OBLIGATIONS

3.1. Property Development. The Property shall be developed according to the Development Plan as set forth in this Agreement.

3.2. Public Improvements. The infrastructure improvements required for the development of the Specific Plan shall be financed and constructed as set forth in the Specific Plan and more specifically set forth in the Public Facilities Financing Plan attached hereto as Exhibit "B" (the "PFFP"). The PFFP describes the mechanisms to be utilized for the financing and construction of roadways, water, sewer, schools, parks and open space within the Specific Plan. The PFFP also discusses the relative timing of the infrastructure construction in the context of the provision of services to the general area.

#### 3.3 Public Improvements Financing.

3.3.1 Financing Districts. Landowner may elect to use public financing mechanism(s), such as a community facilities district or traditional improvement district, to finance improvements within the Specific Plan. County agrees to cooperate with Landowner in forming and implementing such districts provided that they comply with all applicable policies of County.

3.3.2 County-Wide Mitigation Fee. County currently assesses a county-wide and an area-wide fee for the mitigation of the impacts of new development on roads within the County or within the El Dorado Hills/Salmon Falls area of the County which are collected at the time of the issuance of a building permit (collectively the "County-Wide Fee"). In the event Landowner as part of the

development of the Project provides improvements which are included within the list of improvements, as may be amended from time to time, on which the County-Wide Fee is based, County agrees to enter into a reimbursement agreement with Landowner or in the alternative provide a credit against any future mitigation fees in the amount of the cost of providing the improvement.

3.4. Parks and Open Space. Landowner shall provide either through dedication to the County or other governmental agency, or conveyance to a homeowners association which covenants to provide maintenance, park lands as more specifically described in the PFFP. Dedication or conveyance of such lands will occur at such time the property in which the park is located is subdivided into residential units or at such other time as agreed between Landowner and the entity accepting the dedication of the park. Similarly, those areas depicted as open space within the Specific Plan may be offered for dedication to the County, or other appropriate agency or entity, at such time as the boundaries of such areas are established through the subdivision of adjacent lands.

3.4.1 Reversion Clause. The conveyance of lands pursuant to this subsection shall contain a reversionary clause which provides that should the lands ever be used for any purpose other than public recreation or open space, they shall revert to Landowner or Landowner's successor in interest.

3.4.2 Maintenance and Control. Prior to the actual dedication of the park lands, the land shall remain under the control of Landowner as private property. Upon dedication, the property shall be controlled and maintained by the accepting governmental entity or homeowners association.

3.4.3 Park Land Obligation. The Specific Plan includes significant park sites and public open space. In addition, the Development Plan delineates commitments for the dedication of public park and open space areas and private park lands. The provisions of the Specific Plan and the provisions, commitments and obligations set forth herein shall completely satisfy any park land obligations related to development of the Specific Plan area, provided that the total acreage of parks conveyed meets or exceeds the requirements for land dedication set forth in the General Plan, as more particularly set forth in the PFFP. No additional park land dedications or in-lieu fees shall be required as conditions of approval of any subsequent entitlements conferred for development within the Specific Plan area.

3.5. Schools. Landowner shall comply with the agreement entered into between Landowner and the Latrobe School District and El Dorado Union High School District entitled "Agreement Between the Latrobe School District, the El Dorado Union High School District, Angleo Tsakopoulos, AKT Mosher Partners, the Moshers, and the Euers" dated September 24, 1996 (the "School Agreement"), as it may be amended from time to time. A copy of the School Agreement is attached as Exhibit "C" and is incorporated by reference. County agrees that amendment of

the School Agreement by the parties thereto shall not require an amendment to this Agreement. County further agrees that compliance with the School Agreement fully satisfies Landowner's obligations for the mitigation of school facilities and complies with the policies of the General Plan relating to the provision of school facilities.

3.6. Dedication to County of Right-of-Way. Landowner agrees to provide to County irrevocable offers of dedication of the right-of-way necessary for the construction of the streets and highways or other improvements required for the implementation of the Specific Plan.

#### SECTION 4. COUNTY OBLIGATIONS

4.1. Vested Rights. By entering into this Agreement, County hereby grants to Landowner a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement, the Development Plan and Applicable Rules. Landowner's vested right to proceed with the Plan shall be subject to any subsequent discretionary approvals required in order to complete the Plan, 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 Development Plan, provided Landowner is not in default under this Agreement. It is the intent of this Section, in consideration of the substantial investment and commitments required of Landowner to implement the Development Plan, that the Property shall not be subject to any subsequently enacted ordinance or resolution, whether adopted by the Board of Supervisors or the County electorate, which purports to amend the General Plan or to restrict the number of building permits or other development approvals which may be issued in any given year, or in any other manner limit the timing of development of the Specific Plan, except as provided in Section 2.2 of this Agreement.

4.2. County's Cooperation. County shall cooperate with Landowner for the purpose of connecting all public improvements constructed under the Development Plan to existing or newly constructed public improvements, whether located within or outside the Property, provided the costs of such are borne by Landowner or as provided in this Agreement, and shall initiate proceedings for the formation of any financing districts as provided for herein. Subject to County's reasonable discretion, as discussed in Section 4.1, County further agrees to cooperate with Landowner in securing all permits, licenses, approvals, or consents which may be required by County or other agencies having jurisdiction over development of the Property, provided the costs of such are paid by Landowner.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On October 30 before me, Sheila S. G. Lankford  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Melba Ouida Mosher  
Name(s) of Signer(s)

personally known to me – OR –  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila S. G. Lankford  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

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In the event State or federal laws or regulations enacted, or court orders or judgments entered, after the effective date of this Agreement, or formal action of any governmental jurisdiction other than the County, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by the County, the parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such State or federal laws or regulations, court orders or judgments, or the regulations of other governmental jurisdictions other than the County. Provided however, if a court of law voids the underlying Specific Plan, this Agreement will have no legal effect.

## SECTION 5. ANNUAL REVIEW

5.1. Annual Review. County shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Landowner 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. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement.

Upon not less than thirty (30) days written notice by the Planning Director of County, Landowner 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. County shall deposit in the mail to Landowner a notice concerning contract performance at least twenty (20) calendar days prior to any such periodic review. Such notice shall give the time and place of any scheduled hearing and designate the location at which Landowner may obtain all staff reports or any written materials relating to contract performance. County may charge a reasonable fee for the duplication and distribution of such written materials. Landowner shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the County Board of Supervisors, or, if the matter is referred to the Planning Commission, before said Commission. If the County determines, based on substantial evidence, that Landowner is in default following completion of the normal scheduled periodic review, written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in said notice the alleged nature of the default, and suggested or potential actions and timing to cure said default where appropriate. Landowner shall have not ~~less than~~ ninety (90) days to cure, or present an acceptable plan to cure in a diligent manner, any alleged

default determined pursuant to this section. County shall have no duty to give notice of an annual review to anyone having an ownership interest in a portion of the Plan deemed complete by the County and released from the obligations of this Agreement. Formal rules of evidence shall not apply to such proceedings.

5.2. Statement of Compliance. Landowner, or any successor in interest, may request from County a confirmation of the status of Landowners compliance with this Agreement with respect to all or a portion of the Property ("Statement of Compliance") by written request to the County Planning Director. In addition to requesting the status of compliance with this Agreement the written request may request a review of the Development Plan for a determination of the obligations any particular parcel within the Specific Plan may have as a result of this Agreement and the Development Plan. Those obligations identified by the Planning Director will be included within the Statement of Compliance and shall be deemed to serve notice upon the requesting party of the obligations flowing from this Agreement with respect to the identified parcel(s). The written request for a Statement of Compliance shall identify that portion of the Specific Plan for which review is requested and a description of the proposed use of the subject property. Once issued, Landowner or its successors in interest may rely on the Statement of Compliance.

## SECTION 6. DEFAULT, ENFORCEMENT AND REMEDIES

6.1. 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 Landowner to whom Landowner has assigned development rights pursuant to Section 1.6, shall not be considered a default by Landowner or by any other successor-in-interest of Landowner, provided Landowner and the other successor-in-interest are not themselves in default. 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 ninety (90) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. Notice given pursuant to Section 5.1 of an alleged default stemming from annual review shall be deemed to satisfy the notice requirements of this Section. During any ninety (90) 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 ninety (90) day period, the party alleging default, at its option, may institute legal proceedings pursuant to 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.

6.2. Cumulative Remedies. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

6.3. No Joint Venture or Partnership. County and Landowner hereby renounce the existence of any form of joint venture or partnership between the County and Landowner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Landowner joint ventures or partners.

6.4. Hold Harmless Agreement. Landowner and all successors 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 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 the Landowner, of his assigns, successors in interest, or their agents, employees, contractors or sub-contractors, pursuant to this Agreement. Landowner 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.

6.5. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate with each other in good faith to defend said action and the validity of each provision of this Agreement, provided however, Landowners shall 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.

6.6. Attorneys' Fees. In any arbitration, quasi-judicial, or administrative proceedings or any action in any court of competent jurisdiction, brought by any party, or their agent, to enforce any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs,

expenses and disbursements in connection with such action, including the costs of reasonable investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party.

## SECTION 7. MISCELLANEOUS PROVISIONS

7.1. Authority to Execute. The person or persons executing this Agreement on behalf of Landowner warrant and represent that they have the authority to execute this Agreement on behalf of Landowner and represent that they have the authority to bind Landowner to the performance of its obligations hereunder. All owners of beneficial interest in the Property have executed or consented to the recordation of this Agreement.

7.2. Cancellation or Modification. Except as otherwise set forth in this Agreement or by statute, any party may propose cancellation or modification of this Agreement but said cancellation shall require the consent of all parties.

7.3. Consent. Where the consent or approval of a party is required in or necessary under this Agreement, such consent or approval shall not be unreasonably withheld.

7.4. Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

7.5. Covenant of Good Faith and Fair Dealing. Neither party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement; each party shall refrain from doing anything which would render its performance under this Agreement impossible; and each party shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement. Nothing herein is intended to give rise to monetary damages resulting from actions outside of the control of County's governing body.

7.6. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God,

governmental restrictions imposed or mandated by entities other than the County, enactment of conflicting state or federal laws or regulations, litigation or similar bases for excused performance. If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.7. Entire Agreement. This Agreement, together with the exhibits, constitute the entire agreement between the parties with respect to the subject matter of this Agreement.

7.8. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, file or record any required instruments and writings necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

7.9. 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.

7.10. No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

7.11. Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereto. Notwithstanding the foregoing, if Sections 2.1, 2.2, 2.3, or 4.1 are invalidated, voided or found illegal for any reason the parties agree the purpose of this Agreement is frustrated and that the Agreement shall be of no further force or effect.

7.12. Power of Eminent Domain. Landowner is responsible for acquiring certain right(s)-of-way necessary to construct the public facility improvements required by this Agreement. Should it become necessary due to Landowner's failure to acquire said right(s)-of-way, the County shall negotiate the purchase of the

necessary right(s)-of-way to allow Landowner to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by State law, use its power of eminent domain to condemn said required right(s)-of-way, provided that Landowner shall bear the cost of such action including the payment of compensation awarded or agreed to for land acquisition. If County cannot make the proper findings, or if, for some other reason under the condemnation laws, County is prevented from acquiring the necessary right(s)-of-way to enable Landowner to construct the public improvements required by this Agreement, then the parties agree to amend this Agreement to modify Landowner's obligation(s) accordingly.

7.13. Recording. The County Clerk shall cause a copy of this Agreement to be recorded with the El Dorado County Recorder no later than ten (10) days following execution of this Agreement by County.

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

LANDOWNER

AKT MOSHER PARTNERS,  
a California Limited Partnership,  
by: AKT DEVELOPMENT CORPORATION,  
a California Corporation, general partner

Dated: April 16, 1998

By: Angelo K. Tsakopoulos  
ANGELO K. TSAKOPOULOS,  
CHAIRMAN OF THE BOARD

Dated: April 16, 1998

By: Angelo K. Tsakopoulos  
ANGELO K. TSAKOPOULOS,  
General Partner

ANGELO K. TSAKOPOULOS

Dated: April 16, 1998

By: Angelo K. Tsakopoulos  
ANGELO K. TSAKOPOULOS

EUER

Dated: 11/30/98

By: Robert Bryce Euer  
ROBERT BRYCE EUER

Dated: 11/30/98

By: John Wesley Euer  
JOHN WESLEY EUER

MOSHER

Dated: 11/30/98

By: William Mosher  
WILLIAM MOSHER

Dated: 10/30/98

By: William Mosher  
WILLIAM MOSHER, AS TRUSTEE UNDER TRUST DATED JULY 27, 1994

Dated: 10/30/98

By: Melba Ouida Mosher  
MELBA OUIDA MOSHER

Dated: 10/30/98

By: Melba Ouida Mosher  
MELBA OUIDA MOSHER, AS TRUSTEE UNDER TRUST DATED JULY 27, 1994  
TSAKOPOULOS FAMILY PARTNERSHIP,  
a California general partnership.

Dated: 4/15/98

By: Elene Tsakopoulos  
ELENE TSAKOPOULOS

COUNTY:

By: John E. Upton  
Chairman 11/30/98  
(Bd. dte 2-24-98)

ATTEST: DIXIE L. FOOTE, CLERK OF THE BOARD OF SUPERVISORS

By: Margaret E. Meedy  
Deputy Clerk 11/30/98

APPROVED AS TO FORM:

By: Thomas R. Parker  
County Counsel Deputy

STATE OF CALIFORNIA )  
County of El Dorado )

On November 30, 1998, before me, DIANE PAGE, Notary Public, State of California, personally appeared JOHN E. UPTON, Chairman of the Board of Supervisors of the County of El Dorado, personally known to me (or 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 signature(s) on the instrument the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Diane Page*  
DIANE PAGE, Notary Public  
State of California



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

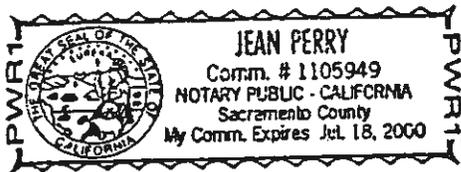
State of CALIFORNIA

County of SACRAMENTO

On APRIL 15 1998 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ELENE TRAKOPOULOS  
Name(s) of Signer(s)

personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

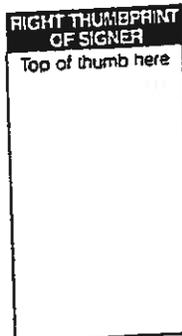
Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

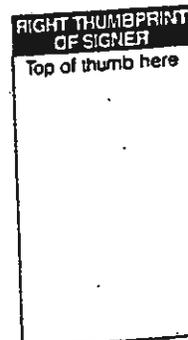
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SACRAMENTO

On APRIL 16, 1999 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ANGELO K. TSATZOUKOS  
Name(s) of Signer(s)

personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

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Title or Type of Document: \_\_\_\_\_

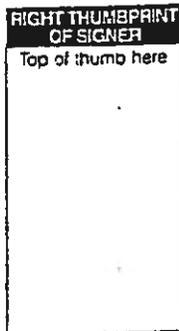
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On October 30, 1998 before me, Sheila S. G Lankford  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William Mosher  
Name(s) of Signer(s)

personally known to me -- OR --  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila S. G. Lankford  
Signature of Notary Public

## OPTIONAL

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of SACRAMENTO

On NOV 30 1998 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JOHN WESLEY EVER  
Name(s) of Signer(s)

(personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

**OPTIONAL**

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**Description of Attached Document**

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

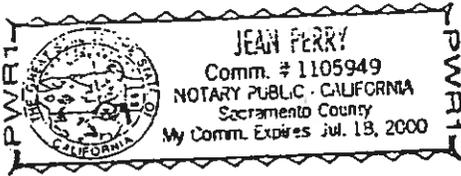
State of CALIFORNIA

County of SACRAMENTO

On NOV 30 1997 before me, JEAN PERRY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT BRUCE EVER  
Name(s) of Signer(s)

personally known to me - OR -  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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jean Perry  
Signature of Notary Public

## OPTIONAL

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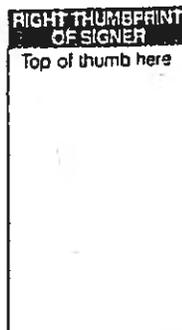
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

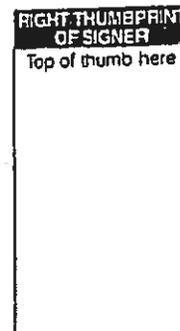
Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A  
PROPERTY DESCRIPTION**

EXHIBIT "A"

All that real property situated in the County of El Dorado, State of California described as follows:

Parcel One:

All that portion Sections 15, 23 and 26, Township 9 North, Range 8 East, M.D.B.&M., described as follows:

BEGINNING at the Northwest corner of section 23 and running thence along the North line of said Section 23, South 89° 45' East, 2313.4 feet; thence South 3° 52' East, 5549.0 feet to the Easterly right of way line of the Placerville branch of the Southern Pacific Railroad; thence along the said Easterly right of way line North 61° 10' West, 3091.0 feet to the West line of said Section 23; thence along the said West line North 0° 23' East, 2735.50 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 22; thence along the South line of said Northeast quarter of the Northeast quarter of Section 22, West 1320.0 feet to the Southwest corner thereof; thence along the West line of the Northeast quarter of the Northeast quarter of said Section 22, and the West line of the Southeast quarter of the Southeast quarter of section 15, North 2220.60 feet to the Southerly right of way line of the State Highway; thence along the Southerly right of way line the following courses and distances; North 63° 06' East, 356.60 feet and North 43° 44' East, 356.60 feet to the North line of the Southeast quarter of the Southeast quarter of said Section 15; thence along the said North line East, 755.40 feet to the Northeast corner thereof; thence South along the East line of said Section 15, a distance of 1320.0 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the herein above described property lying within Sacramento County, California.

Parcel Two:

That certain real property in the County of El Dorado, State of California, known as the MALSBY RANCH, and more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of Section 26, Township 9 North, Range 8 East, M.D.B.&M., and running thence West 521.00 feet to the Easterly line of the Placerville branch of the Southern Pacific Railroad, thence along said Easterly right of way line the following courses and distances: North 33° 06' West 256.80 feet, North 37° 46' West 352.90 feet, North 38° 27' West 1785.50 feet, North 43° 43' West 453.60 feet, North 62° 00' West 290.60 feet, thence North 3° 52' West 5549.00 feet to the North line of Section 23, Township 9 North, Range 8 East, M.D.B.&M., thence along said North line South 89° 45' East 1641.00 feet to the Northeast corner of the West half of the North east quarter of said Section 23, thence along the East line of the West half of the Northeast quarter of said Section 23 South 2603.00 feet to the Southeast corner thereof thence along the South line of the Northeast quarter of Section 23 South 89° 33' East 1326.50 feet to the Southeast corner of the Northeast quarter of said Section 23, thence along the East line of said Sections 23 and 26 South 0° 05' West 5244.20 feet to the point of beginning.

Assessors Parcel No.: 108-050-02  
108-040-12  
108-040-07  
108-040-04

PARCEL 3

ALL THAT PROPERTY LOCATED IN SECTIONS 11, 14 AND 15 IN TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.; THENCE FROM SAID POINT OF BEGINNING, NORTH  $00^{\circ}38'28''$  WEST 1116.67 FEET; THENCE SOUTH  $88^{\circ}19'58''$  WEST 375.64 FEET; THENCE NORTH  $18^{\circ}06'38''$  WEST 828.34 FEET TO THE POINT IN THE CENTER OF WHITE ROCK ROAD AND ALONG A CURVE TO THE RIGHT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $31^{\circ}19'12''$  EAST 181.21 FEET; THENCE ALONG A CURVE TO THE LEFT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $29^{\circ}26'33''$  EAST 250.30 FEET; THENCE NORTH  $22^{\circ}01'30''$  EAST 2695.50 FEET; THENCE ALONG A CURVE TO THE RIGHT OF RADIUS 400.00 FEET WHOSE CHORD BEARS NORTH  $34^{\circ}25'38''$  EAST 171.82 FEET; THENCE NORTH  $46^{\circ}50'00''$  EAST 768.15; THENCE, LEAVING THE CENTERLINE OF WHITE ROCK ROAD, SOUTH  $00^{\circ}54'57''$  EAST 2985.70 FEET; THENCE SOUTH  $00^{\circ}43'58''$  EAST 2633.83 FEET; THENCE SOUTH  $89^{\circ}26'35''$  WEST 1119.23 FEET TO THE POINT OF BEGINNING.

A.P. NUMBER(S): 108-040-0410 AND 108-040-0610

**EXHIBIT A-1**  
**THE MOSHER PROPERTY DESCRIPTION**

EXHIBIT "A-1"

11 that real property situated in the County of El Dorado, State of California ascribed as follows:

Parcel One:

All that portion Sections 15, 23 and 26, Township 9 North, Range 8 East, M.D.B.&M., described as follows:

BEGINNING at the Northwest corner of section 23 and running thence along the North line of said Section 23, South 89° 45' East, 2313.4 feet; thence South 3° 52' East, 5549.0 feet to the Easterly right of way line of the Placerville branch of the Southern Pacific Railroad; thence along the said Easterly right of way line North 61° 10' West, 3093.0 feet to the West line of said Section 23; thence along the said West line North 0° 23' East, 2735.50 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 22; thence along the South line of said Northeast quarter of the Northeast quarter of Section 22, West 1320.0 feet to the Southwest corner thereof; thence along the West line of the Northeast quarter of the Northeast quarter of said Section 22, and the West line of the Southeast quarter of the Southeast quarter of section 15, North 2220.60 feet to the Southerly right of way line of the State Highway; thence along the Southerly right of way line the following courses and distances; North 63° 06' East, 356.60 feet and North 43° 44' East, 356.60 feet to the North line of the Southeast quarter of the Southeast quarter of said Section 15; thence along the said North line East, 755.40 feet to the Northeast corner thereof; thence South along the East line of said Section 15, a distance of 1320.0 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of the herein above described property lying within Sacramento County, California.

Parcel Two:

That certain real property in the County of El Dorado, State of California, known as the MALBY RANCH, and more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of Section 26, Township 9 North, Range 8 East, M.D.B.&M., and running thence West 521.00 feet to the Easterly line of the Placerville branch of the Southern Pacific Railroad, thence along said Easterly right of way line the following courses and distances: North 33° 06' West 256.60 feet, North 37° 46' West 352.90 feet, North 38° 27' West 1785.50 feet, North 48° 43' West 453.60 feet, North 62° 00' West 290.60 feet, thence North 3° 52' West 5549.00 feet to the North line of Section 23, Township 9 North, Range 8 East, M.D.B.&M., thence along said North line South 89° 45' East 1641.00 feet to the Northeast corner of the West half of the North east quarter of said Section 23, thence along the East line of the West half of the Northeast quarter of said Section 23 South 2503.00 feet to the Southeast corner thereof thence along the South line of the Northeast quarter of Section 23 South 89° 33' East 1326.50 feet to the Southeast corner of the Northeast quarter of said Section 23, thence along the East line of said Sections 23 and 26 South 0° 05' West 5244.20 feet to the point of beginning.

Assessors Parcel No.: 108-050-02  
108-040-12  
108-040-07  
108-040-04

EXHIBIT "A-2"

All that real property situated in the County of El Dorado, State of California described as follows:

ALL THAT PROPERTY LOCATED IN SECTIONS 11, 14 AND 15 IN TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.M.; THENCE FROM SAID POINT OF BEGINNING, NORTH  $00^{\circ}38'28''$  WEST 1316.67 FEET; THENCE SOUTH  $88^{\circ}19'58''$  WEST 375.64 FEET; THENCE NORTH  $18^{\circ}06'38''$  WEST 828.34 FEET TO THE POINT IN THE CENTER OF WHITE ROCK ROAD AND ALONG A CURVE TO THE RIGHT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $31^{\circ}19'12''$  EAST 181.21 FEET; THENCE ALONG A CURVE TO THE LEFT OF RADIUS 1000.00 FEET WHOSE CHORD BEARS NORTH  $29^{\circ}25'33''$  EAST 250.30 FEET; THENCE NORTH  $22^{\circ}01'30''$  EAST 2695.50 FEET; THENCE ALONG A CURVE TO THE RIGHT OF RADIUS 400.00 FEET WHOSE CHORD BEARS NORTH  $34^{\circ}25'38''$  EAST 171.82 FEET; THENCE NORTH  $46^{\circ}50'00''$  EAST 768.15; THENCE, LEAVING THE CENTERLINE OF WHITE ROCK ROAD, SOUTH  $00^{\circ}54'57''$  EAST 2985.70 FEET; THENCE SOUTH  $00^{\circ}43'58''$  EAST 2633.83 FEET; THENCE SOUTH  $89^{\circ}26'35''$  WEST 1319.23 FEET TO THE POINT OF BEGINNING.

A.P. NUMBER(S): 108-040-0410 AND 108-040-0610

**EXHIBIT B**  
**CARSON CREEK SPECIFIC PLAN**  
**PUBLIC FACILITIES FINANCING PLAN**

CARSON CREEK SPECIFIC PLAN  
 PUBLIC FACILITIES FINANCING PLAN  
 EXHIBIT 'B'

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D. A more specific description of the setting and the program for providing infrastructure and facilities is provided under each topic description below. The discussion of the infrastructure needs of the Specific Plan is logically broken into two significant phases. Phase 1 of the Specific Plan consists of that portion of the Plan known as the Euer Ranch for which a vesting-tentative map was approved concurrently with the Specific Plan. Phase 2 consists of the balance of the Specific Plan for which subdivision maps will be submitted in the future. It is anticipated that Phase 2 shall be developed with a series of subdivision maps submitted as market demands dictate.

### III. WATER

EID is the water purveyor for the entire western slope of El Dorado County. Phase 1 of the Specific Plan is within the EID service district and within the existing Assessment District No. 3 ("AD-3"). Phase 2 is not within EID's boundaries and annexation into EID will be required prior to the further development of that portion of the Plan. An application is currently pending before the El Dorado County Local Agency Commission for the annexation of Phase 2.

#### A. Phase 1

1. AD-3 was formed in 1984 for the purpose of financing the initial improvements needed for the development of the entire El Dorado Hills area. The initial improvements, including the first phase of the El Dorado Hills Water Treatment Plant and various transmission facilities, were financed through the sale of bonds. The balance of the improvements within AD-3 have been financed through the collection of surcharged hook-up fees within AD-3. The lands within AD-3, including the lands constituting Phase 1, have paid annual assessments based on projected unit densities on the land. These projected densities were used to calculate the size of the facilities within AD-3 and equivalent dwelling units ("EDUs") of capacity were allocated to each of the properties participating in AD-3 based on those projected densities. Phase 1 currently has an allocation of 300 EDUs of capacity from AD-3. Since Phase 1 in its current configuration requires 531 EDUs, additional EDUs are required for its development. Application has been made to EID for the transfer of additional EDUs through the process established pursuant to EID Resolution 91-50 and other relevant policies of EID for such transfers.

2. Preliminary investigation conducted as part of the preparation of the Specific Plan shows that the existing facilities which serve the Specific Plan area are currently adequate to serve Phase 1. The landowners have previously obtained a Facility Improvement Letter ("FIL") from EID confirming the existence of adequate facilities in the EID system,

improvement which is not scheduled in the CIP to be constructed in the time frame necessary to mitigate the impacts of the tentative map, the tentative map shall be conditioned to require the construction. The developer may then be required to construct the identified improvement, provided that, the developer making the improvements will be entitled to reimbursement either through cash payment from funds received from RIF fees or through full or partial credits against RIF fees payable from development within the Specific Plan. The timing and extent of such reimbursement or credit shall be set forth in a reimbursement agreement between the constructing developer and the County.

3. White Rock Road Improvements. The tentative map for Phase 1 of the Specific Plan was approved concurrently with the approval of the Specific Plan and calls for the construction of one-half of the ultimate improvements on White Rock Road as it fronts the subdivision. The developer constructing the road shall be entitled to reimbursement or a credit against RIF fees to the extent that the improvements exceeds the needs created by the subdivision.

4. State Highway Traffic Impact Fee. In addition to the RIF fees the development of the Specific Plan will be subject to the payment of the County's State Highway Traffic Impact Fee ("TIM Fee") which is collected for the purpose of providing improvements to the State Highway system within El Dorado County. The TIM Fee shall be used to finance improvement to State Highway 50, and other State routes within the County, to accommodate the cumulative traffic resulting from development of not only the Specific Plan but other development within the County.

5. Offsite Road Improvement Costs. At the current level of the RIF fees and TIM fees the Specific Plan area shall pay approximately \$9,137,260 into the RIF fund and \$5,660,450 into the TIM fund which is sufficient to fund the project related costs of providing offsite road improvements serving the Specific Plan.

6. Onsite Roads. All onsite roads within the Specific Plan will be financed through direct developer financing or through community facilities district(s) or traditional assessment districts which shall be determined at the time of recording a final map for any phase of the project. The precise timing of the construction of the major circulation elements within the Specific Plan will be determined prior to the approval of tentative maps which shall be accompanied by traffic studies, as set forth above. Based on the conclusions of the traffic study each tentative map will contain conditions setting forth the extent of road improvements required for the development of that portion of the Specific Plan. It is anticipated that a

public financing district will be initially formed for the purpose of creating the backbone circulation system in the initial phase of the development. The balance of the road network including the subdivision streets serving individual parcels will be constructed as part of the development of the residential neighborhoods of which they are a part. The approval of each phase of circulation improvements shall be approved by the County Department of Transportation and the El Dorado Hills Fire Department to ensure adequate and safe circulation throughout development.

7. Roadway Dedication. All roadways shall be offered for dedication to the County upon the recordation of final subdivision maps. Upon completion of the construction of the roadways, the County or other appropriate entity, such as a homeowners association, shall be responsible for maintenance of such roads.

## VI. OPEN SPACE AND PARKS

### A. Open Space.

1. Public Open Space. The Specific Plan identifies approximately 142.8 acres of lands as public open space. This open space is planned for the preservation and enhancement of significant natural habitat features primarily associated with the Carson Creek corridor, hiking and biking trails and recreational uses throughout the Specific Plan. The areas designated open space shall be ultimately dedicated to a public agency or conveyed to a master homeowners association formed within the Specific Plan area for perpetual maintenance and preservation. The precise timing of dedication or conveyance shall be determined subsequent to the issuance of all necessary wetlands permits for the development of the Specific Plan to ensure compliance with any conditions imposed on those permits.

2. Open Space Management Plan. Prior to the recordation of the first final map within the Specific Plan, the developer shall prepare an Open Space Management Plan which shall describe the allowable uses within open space areas and periodic maintenance required. In addition, the Open Space Management Plan shall contain a Wild Fire Management Plan. The Open Space Management Plan shall be approved by the entity designated for open space maintenance. The Wild Fire Management Plan shall be reviewed by the El Dorado Hills Fire Department and other appropriate fire protection agencies.

3. Trails. As a condition of subdivision maps adjacent to open space areas, hiking and bicycle trails shall be constructed within the open space areas. These shall be constructed at the expense of the developers. In the event a mitigation fee is adopted which includes funding for trail construction, the developers shall be entitled to reimbursement, or

appropriate credits, against such fees for the cost of trail construction. These trails shall be constructed so as to not negatively impact the habitat or preservation values of adjacent open space areas.

4. Landscaping and Lighting District. A Landscaping and Lighting District, or other appropriate funding mechanism, shall be formed by landowners for the purpose of providing funding for the perpetual maintenance of the open space area in the event the open space is dedicated to a public agency. If the open space is not dedicated to a public agency the maintenance shall be financed through the assessment of homeowners association dues. In that event the Landscaping and Lighting District will remain in place, but unfunded, as a backup financing mechanism.

B. Parks.

1. Dedication Requirements. The landowners and developers shall convey to the appropriate agency or entity park acreage sufficient to comply with the requirement of the General Plan (5 acres per 1000 population, based on 3.3 persons per household). The precise location and size of the parks shall be determined at the time of approval of tentative maps for the area wherein the park site is located. Pursuant to agreement between the landowner and the entity designated as the maintenance entity for parks, fees may be paid in lieu of land dedication to satisfy the General Plan requirements, provided that such fees shall be used to serve the park needs of the residents of the Specific Plan area.

2. Maintenance Entity. Maintenance of parklands within the Specific Plan shall be performed by either a governmental entity such as a community services district or through the use of a private homeowners association formed by the landowners. In order to ensure that parks are available to the general public and maintenance is funded on an equitable basis it is preferable that maintenance be performed by a governmental entity. The Specific Plan may be annexed into an existing community services district or form a new district to serve the Specific Plan area.

3. Park Financing. It is anticipated that the financing for the development of park facilities on the identified sites shall come from park "in lieu" or development fees collected at the time of building permit issuance. This will be done in conjunction with the maintenance entity for parks. The landowner or its successors may elect to fund park development through the use of a community facilities district or an assessment district which will result in credits against park "in lieu" fees or development fees otherwise chargeable at building permit issuance. Ongoing maintenance for the active park sites shall be provided through the use of a Landscaping and Lighting District, a County Service Area, special benefit or tax, or general

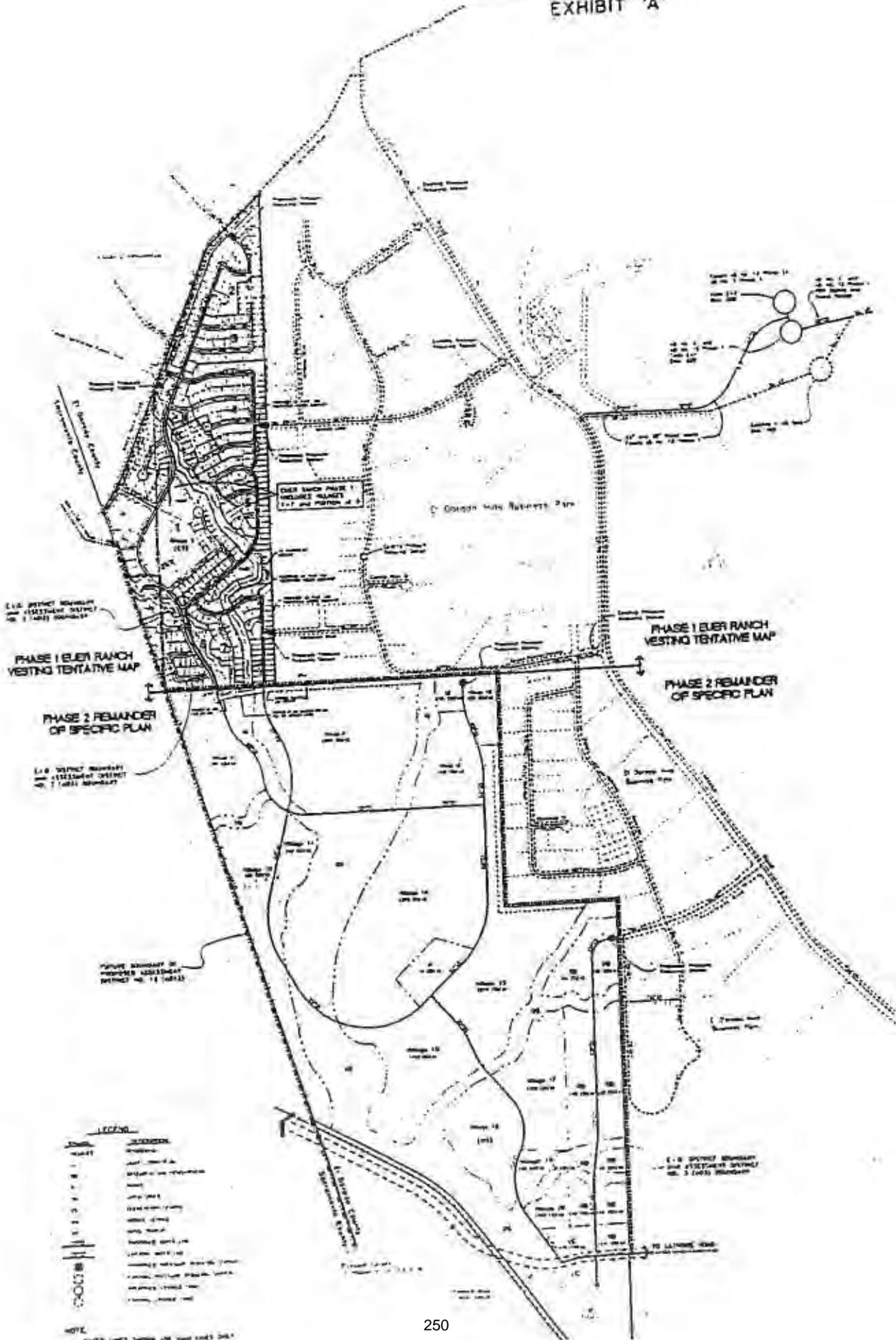
property tax revenues if maintenance is performed by a governmental agency or through the collection of homeowners association fees if maintenance is performed privately.

## VII. SCHOOLS

1. School District. The Specific Plan area is entirely within the Latrobe School District, providing school facilities for grades K through 8, and the El Dorado Union High School District, providing high school facilities, grades 9 through 12.
2. School Facilities. Currently the Latrobe School District maintains two school facilities, the Miller Hill School and the Latrobe School both of which are at, or near, capacity. As a result, the development of the Specific Plan will immediately result in a need for additional facilities to serve the students expected to be generated from the Specific Plan area. The landowners and the Latrobe School District have entered into an agreement entitled, "*Agreement Between the Latrobe School District, the El Dorado Union High School District, Angelo Tsakopoulos, AKT Mosher Partners, the Moshers, and the Euers*", dated September 24, 1996, (the "School Agreement") the terms of which are hereby incorporated by this reference. The School Agreement sets forth the specific obligations of the developers of the Specific Plan for the provision of school facilities. The agreement may be amended from time to time by the parties thereto. The details and schedule for the provision of school facilities for Phase Two of the Specific Plan will be part of a subsequent agreement between the landowners and School District upon the submission of tentative maps within Phase Two.

# MASTER WATER SYSTEM

## EXHIBIT 'A'



**EXHIBIT "A-1"**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER WATER PLAN**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

PHASE	SITE SPECIFIC IMPROVEMENTS			OFF-SITE IMPROVEMENTS		
	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Ever Ranch - Phase 1	On-Site Water Infrastructure	\$1,458,946.00	Developer Financing or Community Facilities District or Assessment District	No Off-Sites		
Remainder of Carson Creek Specific Plan - Phase 2	On-Site Water Infrastructure	\$7,145,264.00	Developer Financing or Community Facilities District or Assessment District	Tank E1 and Transmission Mains	\$1,174,500.00	AD No. 3 and AD No. 12
<b>TOTAL PHASES 1 &amp; 2</b>		<b>\$8,604,210.00</b>			<b>\$1,174,500.00</b>	



**EXHIBIT "B-1"**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER WASTEWATER PLAN**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

PHASE	SITE SPECIFIC IMPROVEMENTS			OFF-SITE IMPROVEMENTS		
	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Euer Ranch - Phase 1	On-Site Wastewater Infrastructure	\$1,368,235.00	Developer Financing or Community Facilities District or Assessment District	Connections and Modifications to the Existing Lift Stations	\$29,700.00	Developer Financing or Community Facilities District or Assessment District
Remainder of Carson Creek Specific Plan - Phase 2	On-Site Wastewater Infrastructure	\$6,846,456.00	Developer Financing or Community Facilities District or Assessment District	Construction of a 5.3 MGD Lift Station and 16" Force Main	\$4,002,000.00	AD No. 12
<b>TOTAL PHASES 1 &amp; 2</b>		<b>\$8,214,691.00</b>			<b>\$4,031,700.00</b>	



**EXHIBIT "C-1"**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER ROAD IMPROVEMENTS**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

PHASE	SITE SPECIFIC IMPROVEMENTS			OFF-SITE IMPROVEMENTS		
	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE	DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Euer Ranch - Phase 1	On-Site Road and Grading Improvements	\$6,337,614.00	Developer Financing or Community Facilities District or Assessment District	See Exhibit C-1 (Sheet 2)		
Remainder of Carson Creek Specific Plan - Phase 2	On-Site Road and Grading Improvements	\$31,038,786.00	Developer Financing or Community Facilities District or Assessment District	See Exhibit C-1 (Sheet 2)		
<b>TOTAL PHASES 1 &amp; 2</b>		<b>\$37,376,400.00</b>				

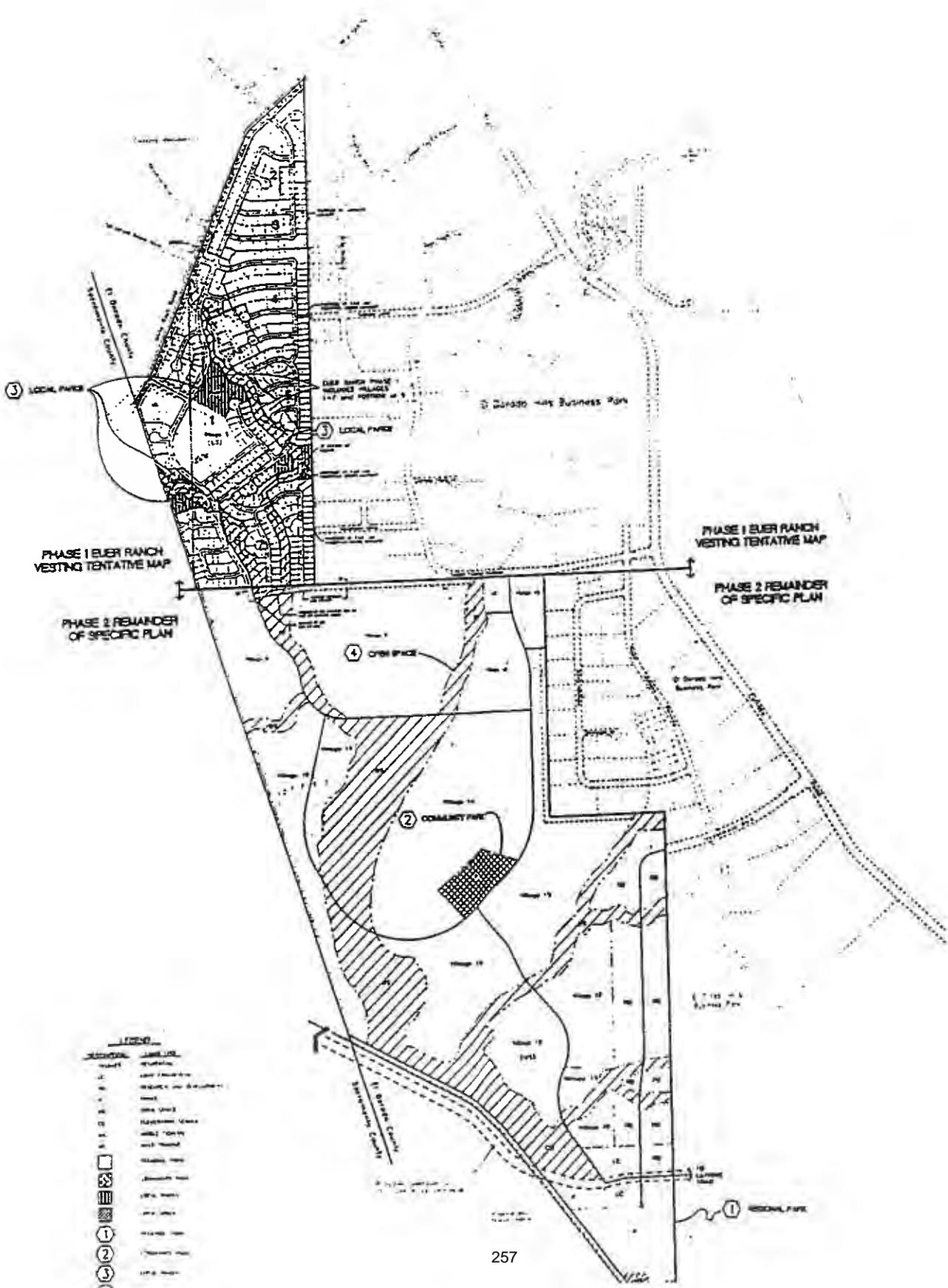
**EXHIBIT "C-1"**  
**OFF-SITE IMPROVEMENTS**  
**CARSON CREEK SPECIFIC PLAN**  
**MASTER ROAD IMPROVEMENTS**  
**ESTIMATED CONSTRUCTION COSTS AND FINANCING SOURCE**

DESCRIPTION	ESTIMATED CONSTRUCTION COSTS	FUNDING SOURCE
Latrobe Road Widening from White Rock Road to US Hwy. 50 Eastbound Ramps	Completed	R.I.F.
US Hwy. 50 Widening	Undetermined	T.I.M.
El Dorado Hills Boulevard/Latrobe Road Interchange	Completed	R.I.F.
White Rock Road/Latrobe Road Intersection	Partially Completed	R.I.F.
Latrobe Road/Golden Foothill Parkway North Intersection	\$300,000	1998 Updated R.I.F.
Latrobe Road/Golden Foothill Parkway South Intersection	\$300,000	1998 Updated R.I.F.
Latrobe Road/Investment Boulevard Intersection	\$300,000	1998 Updated R.I.F.
White Rock Road/"A" Drive Intersection	\$300,000	1998 Updated R.I.F.
1/2 Width Frontage White Rock Road	\$979,275	R.I.F.

# MASTER OPEN SPACE and PARK IMPROVEMENTS

## EXHIBIT 'D'

NOTE:  
 This map is intended to be used in conjunction with the  
 Master Open Space and Park Improvements Plan, and should  
 not be used as a basis for any other planning or  
 development work, or for any other purpose.



## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement ("Agreement") was entered into, and is effective as of, the \_\_\_\_ day of September, 1999 (the "Effective Date") by and between the following parties: EL DORADO COUNTY TAXPAYERS FOR QUALITY GROWTH ("Quality Growth"), a California non-profit corporation and the Petitioner in the litigation referenced below; JOHN WESLEY EUER, ROBERT BRYCE EUER, PALISADES PROPERTIES, INC., AKT MOSHER, and AKT DEVELOPMENT CORPORATION, collectively the Real Parties in Interest ("Real Parties") in the litigation referenced below; and the COUNTY OF EL DORADO ("County") and EL DORADO COUNTY BOARD OF SUPERVISORS ("the Board") (sometimes collectively, "the Board"), Respondents in the litigation referenced below. Quality Growth, the Board, and Real Parties shall hereafter, from time to time, be collectively referred to as "the Parties." By signing this Agreement, the Parties intend to create binding obligations as between themselves, which are described below in Sections II, III(A), and V(A) of the Agreement. Sections III(B) through III(C), IV, V(B) through V(C), VI, VII, VIII, IX, X and XI will become final and binding, however, only if the Board approves the package of actions proposed, including several amendments proposed to the Carson Creek Specific Plan (collectively referred to as "Package of Actions"), described in Exhibit A and depicted in Exhibit B to this Agreement. Section IV is binding only as between Real Parties and Quality Growth; however, Real Parties' duty in Section IV(C) is triggered by the Board's adoption of the Package of Actions. In the event that the Board

fails or refuses to approve of the Package of Actions, this Agreement shall terminate and shall be of no further force and effect; this means that Sections III(B) through III(C), IV, V(B) through V(C), VI, VII, VIII, IX, X and XI will never have had any force or effect. If after due consideration the Board fails or refuses to approve the Package of Actions, the Board's actions shall not constitute breach of this agreement.

### RECITALS

#### **PURPOSE**

A. The purpose of this Agreement is to forever resolve, on terms satisfactory to the Parties, litigation pending between the Parties in El Dorado County Superior Court Case No. PV-002584, entitled El Dorado County Taxpayers for Quality Growth v. County of El Dorado et al. ("the Lawsuit"). Petitioner Quality Growth filed the Lawsuit against the Board as Respondent and against Real Parties. The purpose of this Agreement shall be achieved by commitments made by, and actions to be taken by, Quality Growth, the County, and Real Parties as set forth herein, subject to the terms, conditions, representations, and covenants set forth herein.

B. Based on their belief that the settlement terms set forth in this Agreement will be in the best interest of the Parties and the public, Quality Growth and Real Parties entered into the Agreement before they knew whether the Board would adopt the Package of Actions. By signing this Agreement, the Board in no way agrees to constrain the free and lawful exercise of its discretion in land use matters within the boundaries of the County of

El Dorado; even after signing this Agreement, the Board may choose to approve the Package of Actions, as described in Section III below, or not. Those elements of the Agreement relating to the implementation of the Package of Actions as set forth in Sections III(B) through III(C), IV, V(B) through V(C), VI, VII, VIII, IX, X and XI below, shall become binding and enforceable by the Parties, however, only if and when the Board approves the Package of Actions. Documentation evidencing the Board's action will become Exhibit C to this Agreement and will be incorporated by reference into this Agreement, and at that point this Agreement shall be recorded. The portions of the Agreement requiring the Board to schedule and hold a public hearing on the Package of Actions, to deliberate in good faith on the decision of whether to approve the Package of Actions, and to afford due consideration to the Package of Actions; the portions of the Agreement requiring Real Parties to propose the Package of Actions; and the portions of the Agreement requiring Quality Growth to exercise its best efforts to obtain approval of those measures (as set forth in Sections II, III(A), and V(A)) shall become immediately effective upon the execution of this Agreement by the Board, Quality Growth, and Real Parties, and do not depend upon any ultimate approval by the Board of the Package of Actions.

C. The Parties recognize and agree that the vesting date contained in the Carson Creek Development Agreement, described below in the Section entitled "Background", subsection S, between the County and Real Parties shall not be changed by this Agreement,

the Package of Actions described herein, or any related amendments to the Development Agreement.

### THE PARTIES

A. Petitioner EL DORADO COUNTY TAXPAYERS FOR QUALITY GROWTH (also sometimes referred to in this Lawsuit as EL DORADO TAXPAYERS FOR QUALITY GROWTH) is a California non-profit corporation.

B. Respondent EL DORADO COUNTY BOARD OF SUPERVISORS is the governing body of El Dorado County, a subdivision of the State of California that has authority to regulate land uses on unincorporated lands within its borders pursuant to Article 11, section 7, of the California Constitution.

C. Real Party in Interest PALISADES PROPERTIES, INC., is a corporation doing business in California, the applicant for the Specific Plan, and agent of the other Real Parties in Interest listed below for purposes of planning and future development of property in the Specific Plan Area ("subject property").

D. Real Party in Interest AKT MOSHER is a partnership doing business in California and partial owner of the subject property.

E. Real Party in Interest JOHN WESLEY EUER is a partial owner of the subject property.

F. Real Party in Interest ROBERT BRYCE EUER is a partial owner of the subject property.

G. Real Party in Interest AKT DEVELOPMENT CORPORATION is a corporation doing business in California and developer of the subject property.

### BACKGROUND

A. In July 1994, PALISADES PROPERTIES, INC., submitted to the County an application for approval of the Carson Creek Specific Plan ("Specific Plan") and Phase I project. The Specific Plan sets forth comprehensive guidance and regulations for development of 710 acres in unincorporated western El Dorado County. The Specific Plan and Phase I project include over 2,400 dwelling units in 20 separate villages on approximately 470 acres.

B. The County's environmental review for the Specific Plan pursuant to the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 *et seq.*) began with issuance of a Notice of Preparation ("NOP") for a draft environmental impact report ("Draft EIR") in June 1994.

C. On May 22, 1996, the County released the Carson Creek Draft EIR for a 45-day public review period.

D. The County Planning Commission ("Planning Commission") held a hearing on the Draft EIR on June 27, 1996, in order to provide the public with an additional opportunity to offer comments.

E. At the close of the public review period, the County prepared a Response to Comments addendum. In August 1996, the County prepared a Mitigation Monitoring Plan.

F. In August 1996, the County issued the original Final EIR, which consists of the Draft EIR, comments on the Draft EIR, responses to comments, and revisions to the Draft EIR text.

G. On September 12, 1996, the Planning Commission held a public hearing to consider the project as a whole and recommended that the Board certify the Final EIR, approve the Specific Plan, and approve a tentative subdivision map for the Euer Ranch portion of the Specific Plan.

H. On September 24, 1996, the Board held a public hearing on the Specific Plan and took the actions necessary to complete the County's CEQA obligations and to approve the Specific Plan. First, the Board certified the Final EIR. Next, it approved findings of fact, a statement of overriding considerations, a mitigation monitoring and reporting program, and a tentative subdivision map for the northern Euer Ranch portion of the Carson Creek Specific Plan site.

I. The County issued a Notice of Determination ("NOD") on September 26, 1996, starting a 30-day statute of limitations. (See Pub. Resources Code, § 21167, subd. (c).)

J. On October 25, 1996, Quality Growth and another party instituted the Lawsuit by filing in El Dorado County Superior Court their "Petition for Writ of Mandamus" ("Petition"). The lawsuit initiated by the filing of that document was assigned Case No. PV-002589.

K. In its Petition, Quality Growth alleged that, in approving the Final EIR and adopting the Specific Plan, the County violated CEQA and the Planning and Zoning Law. According to Quality Growth, the Specific Plan EIR did not comply with CEQA in a number of respects, most prominently in its assessment and mitigation of water supply and traffic impacts. Further, according to Quality Growth, the Board's approval of the Specific Plan violated the Planning and Zoning Law because the Specific Plan allegedly is inconsistent with the El Dorado County General Plan ("General Plan"). Finally, Quality Growth contended that the Specific Plan is invalid because, it alleged, the General Plan is invalid and the Specific Plan cannot be properly approved until the Board adopts a valid General Plan.

L. In response to Quality Growth's Petition, the Board rescinded the challenged approvals on January 14, 1997.

M. Further, the County produced an "Addendum" to the original Final EIR for the Specific Plan, issuing the Addendum to the Final EIR in January 1997.

N. On March 4, 1997, the Board adopted Resolution No. 40-97, certifying a new Final EIR for the Specific Plan, which then included the January 1997 Addendum; adopted Resolution No. 41-97, adopting findings of fact, a statement of overriding considerations, and a mitigation monitoring and reporting program, and approving the Specific Plan; adopted Resolution No. 42-97, approving a tentative subdivision map for the Euer Ranch portion of the Specific Plan; and approved Ordinance No. 4441, rezoning the subject property consistent with the Specific Plan.

O. The County prepared an NOD, which the County Clerk posted on March 6, 1997.

P. On April 7, 1997, Quality Growth filed a new Petition for Writ of Mandate.

Q. Because the adequacy of the County's General Plan was the subject of another pending lawsuit, this one in Sacramento Superior Court (No. 96 CS 01290), and presided over by Judge Cecily Bond, Judge Golden granted the County's motion to abate Petitioner's cause of action dependent on the claim that the General Plan was invalid. The parties therefore proceeded to prepare legal briefs on the remaining claims, in anticipation of a court ruling on the merits of those claims.

R. On October 20 and 28, 1997, November 3 and 12, 1997, December 29, 1997, and May 14, 1998, attorneys for the parties appeared at hearings on the merits of the latter claims. Superior Court Judge John J. Golden heard the argument and took the matter under submission.

S. On February 24, 1998, the County entered into a Development Agreement with Real Parties. The County and Real Parties contend that this agreement granted vested rights to develop in accordance with the Carson Creek Specific Plan with respect to some of the alleged violations of CEQA and the Planning and Zoning Law. Quality Growth disputes this contention.

T. On June 30, 1998, Judge Golden issued a Decision, in which he granted the relief sought by the petition.

U. On September 9, 1998, attorneys for the parties appeared at a hearing to consider a proposed judgment.

V. On October 8, 1998, Judge Golden entered Judgment Granting Peremptory Writ of Mandate on the issues addressed in his June 30, 1998, Decision. Judge Golden did not address the merits of the abated cause of action in the judgment, writ, or decision.

W. On October 20, 1998, attorneys for Respondents filed a Notice of Entry of Judgment and of Issuance of Peremptory Writ of Mandate.

X. On October 20, 1998, attorneys for Petitioner submitted a Memorandum of Costs (Summary).

Y. On November 9, 1998, attorneys for Respondents filed a Motion to Tax Costs.

Z. On or about November 10, 1998, attorneys for Real Parties in Interest filed a Joinder of Real Parties in Interest in Respondents' Motion to Tax Costs.

AA. On or about November 12, 1998, attorneys for Respondents filed a Notice of Appeal from the October 8, 1998 Judgment Granting Peremptory Writ of Mandate.

AB. On December 2, 1998, attorneys for Petitioner filed an Opposition to Motion to Tax Costs.

AC. On or about December 8, 1998, attorneys for Petitioner filed a Motion for Award of Attorney's Fees.

AD. On December 18, 1998, attorneys for Real Parties in Interest filed a Motion to Strike Petitioner's Motion for Attorney's Fees.

AE. On December 23, 1998, the parties entered into a Stipulation Regarding Costs.

AF. On or about January 12, 1999, attorneys for Petitioner filed a Memorandum of Points and Authorities in Response to Real Parties' Motion to Strike Petitioner's Attorney's Fees Motion.

AG. On January 20, 1999, after reviewing the legal briefs, Judge Golden granted Real Parties' Motion to Strike and dismissed and struck Petitioner's Motion for Attorney's Fees.

AH. On January 27, 1999, attorneys for Real Parties in Interest Filed a Notice of Entry of Order Granting Real Parties' Motion to Strike and Dismissing and Striking Petitioner's Attorney's Fees Motion.

AI. On February 5, 1999, Judge Bond issued a "Ruling on Submitted Matter: Petition for Writ of Mandate" in the Sacramento County Superior Court case addressing the adequacy of the County's General Plan. Judge Bond held that, although the General Plan was sufficient for purposes of the Planning and Zoning Law, the County had not complied with CEQA before adopting the General Plan. She therefore directed the County to set aside its approval of the General Plan.

AJ. On July 19, 1999, Judge Bond issued a writ in the Sacramento County Superior Court case setting aside the County's General Plan because it was adopted in violation of CEQA.

AK. Also on July 19, 1999, attorney for Petitioner, Thomas P. Infusino, filed a motion pursuant to Code of Civil Procedure section 473, seeking relief from the court's order dismissing Petitioner's motion for attorney's fees. Hearing on that motion was postponed while settlement negotiations were ongoing.

AL. On July 22, 1999, August 20, 1999, September 9, 1999, and September 25, 1999, the parties filed the stipulated requests for extension of time to file [Petitioner's] Opposition Brief in the appeal from the judgment granting peremptory writ of mandate, extending the deadline for Petitioner's Opposition Brief to October 5, 1999.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual covenants contained herein and for other and valuable consideration, the receipt and sufficiency of which the signatories hereby acknowledge, the signatories of this Agreement agree as follows:

**TERMS AND CONDITIONS OF SETTLEMENT AGREEMENT**

**I.  
BOARD APPROVAL OF THE PACKAGE OF ACTIONS  
IS A PRECONDITION TO THE FINALITY  
OF SECTIONS III(B) THROUGH III(C), IV,  
V(B) THROUGH V(C), VI, VII, VIII, IX, X AND XI.**

The Parties execute this Agreement before the Board has reviewed the proposed Package of Actions. These Package of Actions generally consist of (1) reducing the density of residential development allowed in the Carson Creek Specific Plan from 2,434 residential dwelling units to 1,700 age-restricted residential dwelling units, (2) requiring riparian

corridors at least 200 feet in width along with major streams, except as provided in Exhibit B to this Agreement, and (3) setting aside approximately 190 acres of natural open space, primarily along the southwest portion of the site. These changes are more precisely described in Section III of this Agreement and Exhibits A and B. If, after the Board has considered the Package of Actions in a duly noticed public hearing, the Board chooses to approve the Package of Actions, the provisions of Sections III(B) through III(C), IV, V(B) through V(C), VII, VIII, IX, X and XI of the Agreement shall become effective and binding on all Parties as set forth herein, and Section IV shall become binding as between Real Parties and Quality Growth. Because the Board's approval of the Package of Actions is essential to implement the benefits that Section III of the Agreement will provide, the Parties agree that Sections III(B) through III(C), IV, V(B) through V(C), VI, VII, VIII, IX, X and XI of this Agreement shall not become effective, and will be null and void, if the Board disapproves or fails to approve the Package of Actions within a reasonable period of time after it receives an application to amend the Specific Plan from Real Parties. Approval of the Package of Actions by the Board within 120 days shall conclusively be deemed a reasonable period of time for purposes of this Agreement. After the 120-day period has run, any of the Parties may elect to terminate the agreement upon 30-day's notice. Upon termination of this Agreement, the County's and Real Parties' appeal shall be reactivated, and Petitioner's Opposition Brief shall be due within 30 days. However, if the Board

approves the Package of Actions during the 30-day notice period, the election shall be of no effect and this Agreement shall become fully binding on all Parties.

## II.

### **THE COUNTY SHALL CONSIDER THE PACKAGE OF ACTIONS, AND THE COUNTY'S AND REAL PARTIES' APPEAL SHALL BE STAYED PENDING SUCH CONSIDERATION.**

A. Section III(A) of this Agreement describes the commitment of Real Parties to submit the Package of Actions to the Board for its consideration at a duly noticed public hearing. The County and Real Parties shall stay their appeal, by stipulating to an extension of the deadline for Petitioner's Opposition Brief to a date 30 days after the Board takes final action on the Package of Actions.

B. By signing this Agreement, the Board agrees that it shall afford due consideration to the Package of Actions. In particular, the Board shall schedule and hold a public hearing on the Package of Actions. Following the public hearing, the Board shall deliberate in good faith on the decision of whether to approve the Package of Actions.

C. The signature of the Chairman of the Board of Supervisor affixed at the end of the Agreement indicates the Board's commitment to be bound by Section II of this Agreement.

## III.

### **REAL PARTIES SHALL IMPLEMENT THE PACKAGE OF ACTIONS.**

A. Real Parties shall submit to the Board a proposal that the Board approve the Package of Actions, described and depicted in Exhibits A and B. Exhibit B is a conceptual

site plan. The agreement shall remain in effect even if the Board requires changes in the site plan, so long as (1) the Board makes no changes to land uses as set forth in this Agreement, (2) the revised site plan, and acreage restricted to natural open space use, is substantially similar to Exhibit B, and (3) the terms of Exhibit A are strictly observed. Real Parties shall also take all other reasonable steps to obtain Board approval of the Package of Actions. The Package of Actions shall be submitted to the Board within 30 days of the Effective Date of this Agreement. Real Parties' application shall be in such a form that County Staff may immediately begin processing and reviewing it pursuant to CEQA. The Parties assume that an addendum to the Carson Creek Final EIR, adopted by the Board on March 4, 1997, will be necessary and sufficient for full and adequate environmental review of the proposed Package of Actions and related Development Agreement amendments.

B. If the Board approves the Package of Actions, Real Parties thereafter agree to be bound by those Amendments and the terms of this Agreement. If Real Parties abandon the Carson Creek Specific Plan, and never develop even the first phase of the Specific Plan, they will be relieved of the obligation under this Section, although any successors in interest to Real Parties proceeding with development pursuant to the Specific Plan shall be required to assume that obligation.

C. As noted above, a precondition to Real Parties' obligations under Sections III(B) through III(C) and IV is the Board's approval of the Package of Actions, described and depicted in Exhibits A and B. The Real Parties' duties under Section III(B) through III(C)

and IV shall not arise if, for any reason, the County fails or refuses to grant the approval(s) necessary to authorize the Package of Actions.

**IV.**

**REAL PARTIES SHALL RECORD A DEED RESTRICTION  
OVER THEIR 23-ACRE PARCEL, ASSESSOR'S PARCEL NUMBER 1080403,  
VOLUNTARILY LIMITING THE SITE'S DENSITY TO 52 UNITS.**

- A. Real Parties own in fee a certain 23.092-acre parcel in El Dorado County more particularly described as assessor's parcel number (APN) 1080403.
- B. According to the County's most recent (but currently invalidated) General Plan, the density currently allowed on APN 1080403 is 24 residential units per acre or about 552 units. Under the previous land use regulations, allowed densities were 12 units per acre or about 276 units.
- C. Real Parties shall record a deed restriction over their 23-acre parcel, APN 1080403, that will limit development on that parcel to a total of 52 residential units.
- D. The Board's approval of the Package of Actions is a precondition to Real Parties' obligations under Section IV(C).
- E. Real Parties shall fulfill their obligations under Section IV(C) 90 days after (1) the Board approves the Package of Actions and (2) the Board files and posts an NOD for that action.

V.  
**QUALITY GROWTH'S EFFORTS TO ENSURE AMENDMENT OF THE  
CARSON CREEK SPECIFIC PLAN AND DISMISSAL OF ITS CLAIMS.**

A. Quality Growth will support Real Parties' application for approval from the Board for the Package of Actions as described above in Sections II and III and Exhibit A.

B. In recognition of the valuable consideration embodied in the commitment of Real Parties to limit development on APN 1080403, as described in Section IV, and to limit development within the Carson Creek Specific Plan boundaries as further described in this Agreement, Quality Growth agrees to dismiss its claims in the Lawsuit and in any post-judgment motions, extraordinary writ proceedings, appeals or cross-appeals from Superior Court Judgments therein. To effectuate this commitment, Quality Growth's attorneys, within five (5) business days after the County approves the Package of Actions, shall file with the Superior Court any and all necessary and appropriate documents, including, but not limited to, a full satisfaction of judgment, to dismiss the Lawsuit and vacate the judgment of the court therein.

C. As provided elsewhere in this Settlement Agreement, the Board's approval of the Package of Actions is a precondition to Quality Growth's obligations under Section V(B).

**VI.**  
**THE JUDGMENT ENTERED IN FAVOR OF QUALITY GROWTH  
SHALL BE VACATED.**

A. It is the desire of the Parties that this Settlement Agreement alone shall guide and describe the Parties' duties toward one another, and vacation of the Superior Court judgment and dismissal of all claims, including any claim or award of costs or attorney's fees, is an express and key component of this Agreement. Although Quality Growth prevailed in the Superior Court and is confident the Superior Court ruled correctly and would be affirmed by the Court of Appeal, the County and Real Parties contend that this Settlement Agreement cannot be implemented unless the Superior Court's judgment is vacated. Because this settlement agreement may provide greater environmental protections than Quality Growth might secure should the County reapprove this project in the future, Quality Growth consents to vacation of the judgment. As explained in Section V, to effectuate this commitment, Quality Growth's attorneys, within five (5) business days after the County approves the Package of Actions, shall file with the court any and all necessary and appropriate documents to dismiss the Lawsuit, together with the Parties' joint stipulated motion to vacate the judgment of the court therein. Quality Growth additionally agrees to take no steps to enforce any writ and/or judgment and/or order that has been or may be entered in its favor in the lawsuit against the County and Real Parties. Quality Growth recognizes that its ability to enforce this Agreement is subject to the terms set forth in Sections VIII, IX, X, and XI below.

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B. As provided elsewhere in this Settlement Agreement, the Board's approval of the Package of Actions is a precondition to Quality Growths' obligations under Section VI(A).

**VII.  
REAL PARTIES AND THE BOARD MUST ABANDON  
THEIR APPEAL OF THE LAWSUIT**

A. As a corollary to Quality Growth's obligations under Sections V(B) and VI(A), Real Parties and the Board must dismiss their appeal of the Judgment entered in the Lawsuit. To effectuate this commitment, Real Parties' and the Board's attorneys, within five (5) business days after the County approves the Package of Actions, shall file with the Third Appellate District, Court of Appeal, any and all necessary and appropriate documents dismissing the appeal.

B. As provided elsewhere in this Settlement Agreement, the Board's approval of the Package of Actions is a precondition to the Board's and Real Parties' obligations under Section VII(A).

**VIII.  
PAYMENT OF FEES ASSOCIATED WITH LITIGATION**

A. Real Parties expressly and knowingly waive any right to seek or obtain or recover any costs and attorney's fees incurred by them or associated with their participation in the Lawsuit. This express and knowing waiver prevents Real Parties from filing a Memorandum of Costs and from filing a motion for attorney's fees pursuant to any statute or law.

B. The Board expressly and knowingly waives any right to seek or obtain or recover any costs and attorney's fees incurred by it or associated with its participation in the Lawsuit. This express and knowing waiver prevents the Board from filing a Memorandum of Costs and from filing a motion for attorney's fees pursuant to any statute or law.

C. Except as provided for in a separate, confidential agreement, Quality Growth expressly and knowingly waives any right to seek or obtain or recover any costs and attorney's fees incurred by it or associated with its participation in the Lawsuit. This express and knowing waiver prevents Quality Growth from filing a Memorandum of Costs and from filing a motion for attorney's fees pursuant to Code of Civil Procedure section 1021.5 or any other statute or law.

#### **IX. MUTUAL RELEASE; TERMINATION OF DISPUTES**

A. This Agreement supersedes any and all prior settlement agreements, stipulations, and private arrangements, whether oral or written, between the Parties.

B. Effective upon Quality Growth's filing with the El Dorado County Superior Court and/or Court of Appeal the document(s) effecting its dismissal of the Lawsuit, as described in Section V(B) above, and vacating the judgment as described in Section VI(A) above, and upon Real Parties' and the Board's dismissal of their appeal in the Lawsuit as provided in Section VII(A) above, each of the Parties, except as expressly provided in this Agreement, releases, waives, and forever discharges on behalf of itself and, if applicable, its respective present, past, and future parent and subsidiary corporations (including their

officers, directors, and employees), affiliates, employees, agents, representatives, predecessors and successors-in-interest, insurers, council persons, officials, officeholders and underwriters, and all present, past and future associates, owners, agents, attorneys, officers, directors, partners, sureties, stockholders, and employees of any of the foregoing in their individual capacities, and their heirs, executors, administrators, and assigns, and all other persons, firms, corporations, associations, or partnerships (hereafter collectively referred to with respect to each party as "Party"), from all claims, demands, causes of action, attorney's fee demands, costs, suits, demands and/or liabilities of whatever kind or nature, fixed or contingent, known or unknown, in law or equity, in any way connected with or arising directly or indirectly out of: (1) the acts or alleged omissions referred to in any of the pleadings or other documents filed or lodged with the court in connection with the Lawsuit, or that could have challenged such acts or omissions in any other action including, but not limited to, by way of counterclaim, crossclaim, or independent action; and (2) the planning, development, approval, construction, and implementation of the Carson Creek Specific Plan, in the past, present, and future.

C. This release and waiver does not extend to (1) litigation under the California Environmental Quality Act to enforce the approved mitigation monitoring plan for the Carson Creek Specific Plan development; (2) litigation to enforce this Agreement and the conditions of the Carson Creek Specific Plan; (3) litigation relating to acts or omissions of future homeowners within the Promontory Specific Plan area unrelated to the Carson Creek

Specific Plan or this Agreement, and which does not name as parties any of the Real Parties, except in their capacity as homeowners; and (4) administrative and judicial challenges relating to environmental issues of county-wide impact and abiding concern to Petitioners, even if such matters tangentially and materially affect the Carson Creek Specific Plan area; for example, the County's and other agencies' possible future actions to expand water, wastewater, or highway resources available for development projects in El Dorado County.

D. By releasing Claims both known and unknown, patent and latent, suspected and unsuspected, as hereinabove provided, each Party expressly waives any rights it may have under California Civil Code Section 1542, which provides that:

[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Having been apprised of said Section 1542, each party nevertheless elects to and does hereby assume any and all risks relating to any and all Claims heretofore known or unknown, patent or latent, suspected or unsuspected, relating to the Carson Creek Specific Plan.

F. Should Real Parties alienate or otherwise transfer any or all of their interests in the Project to other persons or entities, the successors in interest will also be bound by any commitment created through this Agreement.

G. Similarly, Quality Growth, as well as its officers, boardmembers, members, agents, and employees, will honor the terms of this Agreement even if they join other

existing or new environmental or community organizations that otherwise would not feel bound by the commitments created herein. Quality Growth further represents and warrants that it has not assigned, transferred or conveyed, and will not assign, transfer or convey, to any person or entity any of the claims it has asserted in the Lawsuit. Quality Growth and its members shall not contest, appeal, challenge, or otherwise oppose or seek to hinder or delay the abilities of the Board, Real Parties, or their successors in interest from proceeding pursuant to the terms of this Agreement or in constructing the project consistent with this Agreement, nor shall Quality Growth or its members encourage, aid, or support any other person in opposing or seeking delay or undermining the abilities of the Board, Real Parties, or their successors in interest from proceeding pursuant to the terms of this Agreement. Nothing in this Settlement Agreement shall preclude Petitioner from challenging matters not contemplated by this Settlement Agreement that are of county-wide concern, even if such matters tangentially affect the Carson Creek Specific Plan area.

H. The Parties hereto acknowledge that the agreements reached herein are made solely for the purposes of establishing peace and avoiding protracted litigation of disputed claims, and nothing in this Agreement constitutes an admission or concession of liability by any party on account of any of said claims or matters, liability for which is expressly denied.

I. Quality Growth represents and warrants that Stephan Volker is the attorney engaged by it to represent it with respect to this Agreement and all matters covered by it. Real Parties represent and warrant that members of the law firm of Miller, Starr & Regalia

and Stefan Manolakas are the attorneys engaged by them to represent them with respect to this Agreement and all matters covered by it. The County represents and warrants that Louis B. Green, County Counsel, and members of the law firm of Remy, Thomas & Moose, LLP, are the attorneys engaged to represent them with respect to this Agreement and all matters covered by it. The Parties warrant that they have been fully advised by their respective attorneys regarding their rights and duties under this Agreement.

J. If any portion of this Agreement is declared void, nonbinding, illegal, or otherwise unenforceable, such portion shall be, unless objection to the surviving portion is asserted by any party within 30 days of such declaration, considered independent, separable, and severable from the remainder of this Agreement, which shall remain valid and unaffected, and shall be construed as if it did not contain the unenforceable part, and the rights and obligations of the Parties shall be construed and enforced accordingly. If objection to the surviving portion of the agreement is timely raised, the Parties shall meet and confer, and in so doing employ their best efforts to negotiate a new agreement that achieves the objectives of this Settlement Agreement on terms as similar as possible to those in this agreement.

#### X. IMPLEMENTATION OF SETTLEMENT AGREEMENT

A. Upon execution by the Parties, Real Parties shall submit the Package of Actions to the Board for its consideration and review. The Parties recognize that the Board retains final authority to determine in its lawful authority and discretion whether to approve

the Package of Actions. By entering into this Agreement, the Parties do not intend to usurp, displace, or in any manner impede the Board's lawful discretion and authority with respect to the approval of the Package of Actions.

B. All parties stipulate that, once the Board of Supervisors approves the Package of Actions, the amendments required to the Carson Creek Specific Plan may be processed in accordance with Section 1.8 of the Development Agreement and that the approval of the amendments to the Carson Creek Specific Plan will not require a concurrent amendment to the Development Agreement.

## XI. MISCELLANEOUS

A. Dispute Resolution. As set forth herein, the Parties shall have all remedies available to them at law, in equity, or otherwise for the breach of any term, condition, or provision of this Agreement.

B. Meet and Confer. Should a dispute arise over performance of any obligation set forth in this Agreement, the Party claiming the breach shall give the other party written notice of the alleged breach ("Agreement Claim"), itemizing each obligation it disputes and the manner in which it contends the other Party has failed to perform. Following receipt of such notice, the Parties or their representatives shall, within ten (10) business days of receipt of the notice, personally meet and confer to attempt to resolve the Agreement Claim.

C. Resolution of Agreement Claim. If the Parties cannot resolve the Agreement Claim through the meet-and-confer process, any party can seek enforcement of this

Agreement through litigation alleging a breach of contract, to be filed in a neutral forum such as Sacramento County Superior Court, or, if filed in El Dorado County Superior Court, the Parties shall jointly petition the Court for assignment of a neutral judge by the California Judicial Council. The Parties agree that, should any such litigation be filed, Stephan Volker will accept service of process on behalf of Quality Growth; Louis B. Green, County Counsel, will accept service of process on behalf of the Board; and Arthur Coon or another member of Miller, Starr & Regalia will accept service on behalf of Real Parties. The Parties agree and acknowledge that, if a lawsuit alleging breach of this Agreement is filed and the plaintiff in that lawsuit succeeds in establishing that the defendant has breached this Agreement, specific performance of the breached portions of this Agreement shall be an appropriate remedy. The prevailing party in any such action shall be required to pay the reasonable attorney's fees and costs of the losing party, unless the position of the defendant was substantially justified.

D. No Waiver of Breaches. The waiver of a breach by any Party to this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of the Agreement.

E. Sole Agreement. This Agreement and the documents attached hereto and/or referenced herein as exhibits constitute the entire agreement between the Parties with respect to the subject matter of the Agreement. No addition to, modification of, cancellation of, or

waiver of any of the foregoing provisions shall be binding upon any party unless made in writing and signed by each of the Parties.

F. Effective Date of Agreement. Those portions of this Agreement relating to all matters other than the approval of the Package of Actions shall be effective as between the Parties on the Effective Date set forth above. In addition, upon execution of this Agreement by the Parties, Quality Growth and Real Parties shall support the Board's approval of the Package of Actions. All other portions of this Agreement shall become of full force and effect when and if the Board approves the Package of Actions.

G. Warranty of Authority. By executing this Agreement, each of the undersigned covenants, warrants, and represents that he or she has the power and authority to execute this Agreement on behalf of the corporation, individual, organization, public agency, or other entity for whom he or she is signing.

H. Mutual Cooperation. The Parties agree that they shall not oppose, or encourage anyone else to oppose, the implementation of any and all of the terms of this Agreement. The Parties further covenant to act in good faith in all matters related to the implementation of this Agreement.

I. Notice. Any notice required to be given under this Agreement by any party shall be provided by telecopier (i.e., facsimile machine) with confirmation by overnight mail of U.S. Postal Service or overnight courier service to arrive the following day to the following representatives of the Parties:

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For Quality Growth

Stephan Volker  
Brecher & Volker, LLP  
436 -14<sup>th</sup> Street, Suite 1300  
Oakland, CA 94612  
(fax) (510) 496-1366

For Real Parties

Arthur F. Coon  
Miller, Starr & Regalia  
1331 N. California Boulevard, Fifth Floor  
Walnut Creek, California 94596  
(fax) (925) 933-4126

For County of El Dorado

Louis B. Green  
County Counsel  
County of El Dorado  
330 Fair Lane  
Placerville, California 95667  
(fax) (530) 621-2937

J. No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto and shall not be construed to create any rights in any person or entity other than the Parties.

K. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

L. Successors and Assigns. This Agreement shall be binding in all respects upon any and all assignees and successors of the Parties. If the Board of Supervisors approves the

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Package of Actions, this Settlement Agreement shall be recorded in such a manner as to provide successors in interest of notice of its contents.

M. Satisfaction and Release. Upon satisfaction of the terms of this Settlement Agreement, and upon request by Real Parties or the Board, Quality Growth shall execute, in recordable form, and deliver a certificate of satisfaction and release. The certificate shall contain at a minimum the following: (1) a specific reference to where this Settlement Agreement may be found at the El Dorado County Recorder's Office, (2) a statement that all the Settlement Agreement's terms have been satisfied, and (3) a legal description of the Carson Creek Specific Plan area and APN 1080403, which description Real Parties shall provide to Quality Growth upon request. If Real Parties or the Board request a certificate under this provision, Quality Growth must, within 60 days, either (1) execute a certificate or (2) explain in writing which terms of the Settlement Agreement have not been satisfied. If the request for a certificate is made via certified mail, its receipt is confirmed, and no response is received within 60 days of receipt, Real Parties are authorized to act as attorneys in fact for Quality Growth solely for the purposes of executing and recording a certificate of satisfaction and release pursuant to this subsection.

N. Interpretation of Agreement. This Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in their respective names by one of their respective officers or representative on the dates indicated below.

EL DORADO COUNTY TAXPAYERS FOR QUALITY GROWTH

Date: SEPTEMBER 27, 1999

By: *Stephan C. Volker*  
STEPHAN C. VOLKER

BRECHER & VOLKER, LLP

Its Designated Representative,

AKT DEVELOPMENT CORPORATION,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ANGELO K. TSAKOPOULOS

Its Designated Representative,

AKT MOSHER,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ANGELO K. TSAKOPOULOS

Its Designated Representative,

PALISADES PROPERTIES, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
STEFAN MANOLAKAS

Its Designated Representative,

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IN WITNESS WHEREOF, the Parties

hereto have caused this Agreement to be duly executed in their respective names by one of their respective officers or representative on the dates indicated below.

EL DORADO COUNTY TAXPAYERS FOR  
QUALITY GROWTH

Date: \_\_\_\_\_

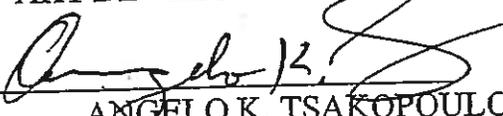
By: \_\_\_\_\_  
STEPHAN C. VOLKER

BRECHER & VOLKER, LLP

Its Designated Representative,

AKT DEVELOPMENT CORPORATION,

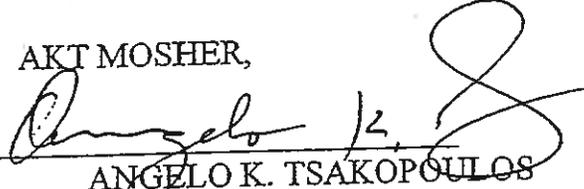
Date: 9/27/99

By:   
ANGELO K. TSAKOPOULOS

Its Designated Representative,

AKT MOSHER,

Date: 9/27/99

By:   
ANGELO K. TSAKOPOULOS

Its Designated Representative,

PALISADES PROPERTIES, INC.

Date: 9/27/99

By:   
STEFAN MANOLAKAS

Its Designated Representative,

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JOHN WESLEY EUER

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN WESLEY EUER

ROBERT BRYCE EUER

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ROBERT BRYCE EUER

BOARD OF SUPERVISORS FOR THE  
COUNTY OF EL DORADO,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
J. MARK NIELSEN

CHAIRMAN,  
BOARD OF SUPERVISORS  
Its Designated Representative.

9070510.003

## EXHIBIT A: PACKAGE OF ACTIONS

### 1. DENSITY

#### (a) *Existing Plan*

Currently, the Carson Creek Specific Plan contemplates the construction of 2,434 residential dwelling units, up to 240,000 square feet for commercial uses, and up to 843,000 square feet for research and development uses, in addition to various public and open space uses such as parks and schools. The Carson Creek Specific Plan Area occupies a total of about 710 acres. The northern 160 acres of the Specific Plan Area is known as Euer Ranch and is scheduled for the first phase of development ("Phase 1"). The southern 550 acres is scheduled for the second phase of development ("Phase 2").

#### (b) *Discussion*

Quality Growth has serious reservations about the traffic and other impacts that could result from the construction of 2,434 residential dwelling units in the Carson Creek Specific Plan Area.

Real Parties agree to restrict allowed development densities on APN 1080403, which is a property located near the Carson Creek Specific Plan Area, as discussed in Section IV of the main body of the Settlement Agreement. By restricting the allowed development density on APN 1080403, Real Parties will limit traffic and other development impacts in the area.

Furthermore, Real Parties agree to restrict the number of allowed residential dwelling units in the Carson Creek Specific Plan Area. As stated previously, currently the Carson Creek Specific Plan contemplates the construction of 2,434 residential dwelling units. Real Parties agree to voluntarily restrict the number of allowed residential dwelling units in the Carson Creek Specific Plan Area to 1,700 age-restricted residential dwelling units. Age-restricted means that residents must qualify under Civil Code section 51.3, a copy of which is attached hereto as Exhibit 1.

#### (c) *Proposed Amendment*

The Carson Creek Specific Plan will be revised to reduce residential density from 2,434 unrestricted residential dwelling units to 1,700 age-restricted residential dwelling units. This change is more particularly depicted in Exhibit B to the

Settlement Agreement.

2. **LAND USE**

(a) *Existing Plan*

As stated previously, the Carson Creek Specific Plan currently contemplates a mixed-use development including the construction of 2,434 residential dwelling units, up to 240,000 square feet of commercial uses, and up to 843,000 square feet of research and development uses.

(b) *Discussion*

Quality Growth and Real Parties agree to amend the Carson Creek Specific Plan's land uses, as set forth below; they believe that these changes will reduce by more than 50 percent anticipated traffic generation associated with development of the Carson Creek Specific Plan.

*Residential Development*

Quality Growth and Real Parties agree that the planned residential development will be restricted to use as a senior citizen housing development within the meaning of California Civil Code Section 51.3 ("Senior Community"). A copy of Civil Code Section 51.3 is attached hereto as Exhibit 1. However, the Parties agree that the Specific Plan will also allow a small, 6-acre pocket of non-age-restricted residential housing: up to 18 unrestricted residential dwelling units may be constructed on the 6 acres. Furthermore, the Parties recognize that laws and markets change. If in the next five years either the law governing senior communities changes substantially or the market will not support a senior community, the Parties agree that they will meet and discuss in good faith amending this term of this Agreement provided that the environmental impacts from any alternative development shall be no greater than those allowed under the agreement. The Specific Plan will acknowledge this caveat.

*Commercial uses and Research and Development uses*

Currently, the Carson Creek Specific Plan contemplates construction of up to 240,000 square feet for commercial uses and up to 843,000 square feet for research and development uses. Quality Growth and Real Parties agree that land dedicated to commercial and research and development uses, located in Phase II of the development, shall be changed so that lands currently planned for commercial and research and development shall be restricted for either (1) industrial/research/development uses, (2) residential uses, or (3) use as a golf

course. Quality Growth prefers the golf course option, subject to the management standards stated below.

A single site plan, Exhibit B to the Settlement Agreement, has been prepared depicting the use of the land. Exhibit B does not contemplate the use as a golf course. If Real Parties opt to build a golf course in the Specific Plan Area, they will have to reconfigure the land use on the entire site, including the location of planned residential units, to accommodate the golf course. The new site plan would also comply with the Settlement Agreement, including the riparian set back requirements set forth in Exhibit B.

These changes are particularly depicted in Exhibit B to the Settlement Agreement.

If the developer elects to develop a golf course, the developer shall employ the pollution reduction and conservation practices embodied in the golf course development standards included in Exhibit 2, attached hereto.

(c) *Proposed Amendments*

*Residential Development*

The Carson Creek Specific Plan shall be revised so as to restrict residential development to a senior citizen housing development within the meaning of California Civil Code Section 51.3. The Parties recognize that laws and markets change. If in the next five years either the law governing senior communities changes substantially or the market will not support a senior community, the Parties agree that they will meet and discuss in good faith amending this term of this Agreement provided that the environmental impacts from any alternative shall be no greater than those allowed under this agreement.

*Commercial uses and Research and Development uses*

The Carson Creek Specific Plan shall be revised so that lands currently planned for commercial or research and development shall be restricted for either (1) industrial/research/development uses or (2) use as a golf course. A single site plan, Exhibit B to the Settlement Agreement, has been prepared depicting the use of the land. Exhibit B does not contemplate the use as a golf course. If Real Parties opt to build a golf course in the Specific Plan Area, they will have to reconfigure the land use on the entire site, including the location of planned residential units, to accommodate the golf course. The new site plan would also comply with the Settlement Agreement, including the open space and riparian set back requirements set forth in Exhibit B.

These changes are particularly depicted in Exhibit B to the Settlement Agreement.

### 3. PARKS

#### (a) *Existing Plan*

Three parks, consisting of 31.2 acres, are contemplated in the Carson Creek Specific Plan: (1) a 20-acre Regional Park, (2) Community Park, and (3) Local Park.

#### (b) *Discussion*

The three planned parks were designed to support the needs of the planned residential community and regional needs. Because the Amended Specific Plan will restrict residential development to a Senior Community, the communities' needs for parks will change as well.

Real Parties and Quality Growth have agreed that the Specific Plan will be amended to reflect the following planned parks: (1) a 30-acre regional park; (2) three 1-acre parks (approximately 1-acre each); and (3) one 3-acre park.

Quality Growth seeks some assurance that the 30-acre regional park will be constructed as soon as feasible. Currently, there is no fee mechanism for construction of regional parks. However, it is clear that the proposed park will benefit areas beyond simply this project site. Quality Growth and Real Parties identified large impediments to immediate construction, such as the lack of water for and lack of access to the regional park. For these reasons, Quality Growth and Real Parties agree to the following measures to encourage construction of the regional park as soon as feasible:

- (1) Real Parties shall rough grade the regional park site and shall construct a chip-and-seal road to the park site with 60 days of recording of the first final subdivision map for Euer Ranch (Phase 1).
- (2) The County shall form a county- or region-wide financing mechanism such as an El Dorado Hills ("EDH") regional park district or zone of benefit to pay for ongoing regional park maintenance and any improvements, including those noted in subsection (4) below. The formation of this funding mechanism is a precondition to Real Parties' obligations under subsections (3)

through (8) below.

- (3) Real Parties agree that both the Carson Creek Specific Plan Area and the Promontory Specific Plan Area shall join in the agreed-upon financing mechanism.
- (4) Real Parties shall seek to annex the Carson Creek Specific Plan Area into EID in order to obtain the necessary water resources for the regional park; reclaimed water shall be used to the extent feasible but potable water is necessary for drinking fountains.
- (5) Real Parties shall advance funds for conducting a nexus study for the regional park assessment district or other agreed-upon, formed financing mechanism within 120 days of the Board's adoption of the Package of Actions.
- (6) Real Parties agree to advance funds, within 180 days after the County approves the first tentative map for Phase 2 of the Carson Creek Specific Plan Area, to pay for completing the following:
  - [a] grading 20 acres for ball fields per County specifications;
  - [b] installing chip-and-seal parking area at the regional park;
  - [c] installing potable and reclaimed water lines to the regional park;
  - [d] obtaining EDUs for EID water and/or installing a well-water system;
  - [e] installing shielded sports lighting on 15 acres of ball fields;
  - [f] installing restrooms, bleachers, and concession stands;
  - [g] installing drainage system, irrigation system, and turf on 15 acres of ballfields.
- (7) Real Parties' contributions noted above in subsections (1), (5), and (6) shall be considered a loan, which shall be paid back by the assessment district, or other approved financing mechanism, upon the sale of the bonds necessary to construct the facility.

These changes in financing for the regional park would be enforceable upon adoption of this agreement and upon approval by the Board to adopt the Package of Actions. No change in the Specific Plan is necessary.

(c) *Proposed Amendments*

The Specific Plan will be amended to reflect the following planned parks: (1) a 30-acre regional park; (2) three approximately 1-acre parks; and (3) one 3-acre park.

4. **SCHOOLS**

(a) *Existing Plan*

Currently, the Specific Plan anticipates an 11.3-acre elementary school and a 20-acre middle school within the Carson Creek community.

(b) *Discussion*

Quality Growth and Real Parties agree that a Senior Community will be constructed in place of a typical mixed-age, residential community, and that the Senior Community would not impact the school districts. Thus, no schools are needed for the Carson Creek community. Accordingly, the Specific Plan will be amended to delete any reference to construction of new schools or reservation of land for school sites.

Because the Senior Community would place no demands on the School District, Real Parties' agreement with the Latrobe School District and the El Dorado Union High School District, which was based on the key assumption that Real Parties would construct a much denser, unrestricted residential development, will need to be renegotiated. The Parties agree, amongst themselves, that Real Parties will pay the Latrobe School District the fees consistent with the fees paid by the Del Webb project in Roseville. In short, Real Parties shall pay the following school fees:

[a] Single Family Dwelling Unit (DU):	\$0.31 /square foot
[b] Duplex or Halfplex DU:	\$0.31 /square foot
[c] Multifamily DU:	\$0.31 /square foot

No change in the Specific Plan for these financing provisions is necessary.

This Settlement Agreement is not contingent upon an amendment of Real Parties' agreement with the school districts.

The Development Agreement recognizes the existence of this collateral fee agreement between Real Parties and the school districts providing education facilities and services to the development. In recognition that this Settlement Agreement will materially decrease the impacts to schools through a reduction in density as well as age restrictions, the Parties agree that Real Parties and the school districts need to renegotiate the collateral fee agreement. As a further implementation measure of this Settlement Agreement, the Parties agree that the Board and the Real Parties may amend the Development Agreement, without changing the vesting date, by (1) repealing paragraph 3.5 of the Development Agreement, (2) repealing Section VII of the Carson Creek Specific Plan-Public Facilities Financing Plan, attached as Exhibit B to the Development Agreement, and (3) repealing Exhibit C to the Development Agreement.

(c) *Proposed Amendment*

The Specific Plan will be amended to delete any reference to construction of new schools or reservation of land for school sites.

5. **PRESERVATION OF THE KNOLL**

(a) *Existing Plan*

In the current Specific Plan, the elementary school is planned for construction on a hill (the "knoll").

(b) *Discussion*

As stated previously, no schools will be constructed under the Amended Specific Plan; thus, the school planned for construction on the knoll would not be constructed.

Quality Growth values the scenic qualities of the knoll and would like to amend the specific plan to preserve the knoll and its scenic qualities. Real Parties and Quality Growth agree that this knoll (approximately 2 to 3 acres) will be preserved either through its incorporation into a planned park or through its incorporation, as

open space or as a developed park, into the design of the Senior Community's clubhouse. The precise mechanism for the knoll's preservation is more particularly depicted in Exhibit B to the Settlement Agreement.

(c) *Proposed Amendment*

The Specific Plan will be revised to preserve the knoll and its scenic qualities either through its incorporation into a planned park or through its incorporation, as open space or as a developed park, into the design of the Senior Community's clubhouse. The precise mechanism for the knoll's preservation is more particularly depicted in Exhibit B to the Settlement Agreement.

6. **WATER**

(a) *Existing Plan*

Currently, the Carson Creek Specific Plan requires that the project proponent for the Specific Plan must obtain water meters or a similar form of water guarantee from EID prior to obtaining final subdivision maps or, in areas where no final maps will be required, prior to obtaining building permits.

(b) *Discussion*

In general, Quality Growth opposes further annexations to EID because Quality Growth asserts that some of EID's existing water sources are unlawful and that its lawful sources of water are at present insufficient to serve existing and projected demand. Quality Growth has agreed not to oppose the annexation of the Carson Creek Specific Plan area to EID because the Package of Actions substantially reduces the environmental impacts, including water usage, of this project through density reduction, age restrictions, riparian set backs, open space and park preserves, use of reclaimed water and other conservation practices, revegetation of lands denuded by overgrazing, use of grassy swales and other natural drainage features for pollution reduction, restrictions on street widths and locations, requirements for light shielding, and provision for shade trees along streets and within parking areas.

Once amendments to the Specific Plan are approved by the Board, Real Parties and Quality Growth agree that development may proceed under the Euer Ranch portion of the Specific Plan (Phase 1) without delay so long as water meters or a similar form of water guarantee is obtained from EID prior to final subdivision map approval.

Real Parties' application for annexation of Phase 2 of the Carson Creek Specific Plan has been pending before LAFCO for seven years. LAFCO is expected to act on the application this year. Real Parties will seek annexation of the Phase 2 area of the Carson Creek Specific Plan into EID. The Parties agree that they will not oppose annexation into EID.

(c) *Proposed Amendment*

None.

**7. LIGHT RAIL FEES**

(a) *Existing Plan*

Currently, no light rail fees are imposed on new development and none are contemplated in the Specific Plan.

(b) *Discussion*

Real Parties will commit to paying light rail fees in the following circumstances: (a) a region-wide or county-wide, light-rail fee requirement is imposed; (b) before grading permits are issued; and (c) fees shall only apply to units in which no building permit has been issued at the time the light rail fee is imposed. Real Parties and Quality Growth agree that Real Parties will receive credit against any fees for any light rail related improvements or land donated to serve light rail.

(c) *Proposed Amendment*

None.

**8. RIF/TIM Fees**

Quality Growth would like Real Parties to commit to pay RIF and TIM fees. Real Parties are bound to pay these fees by their Development Agreement with the County. A copy of that Development Agreement is attached to hereto as Exhibit 3.

**9. CARSON CREEK WATER QUALITY**

(a) *Existing Plan*

The existing Specific Plan is silent as to signs along waterways.

(b) *Discussion*

EID discharges treated wastewater into Carson Creek. EID could potentially discharge untreated wastewater into Carson Creek, contaminating the creek's waters. Quality Growth proposed that Real Parties post signs along Carson Creek warning of this contamination. Real Parties explained that, as part of their binding Army Corps of Engineers permit obligations, they must post signs along Carson Creek informing the public that the area is a wetlands preserve and that the public must keep out. Real Parties further agreed to post temporary signs warning of potential contamination (1) if EID does actually discharge wastewater that has not been treated in accordance with the terms of EID's wastewater discharge permit into Carson Creek and (2) if state law requires such posting.

(c) *Proposed Amendment*

No changes in the Carson Creek Specific Plan are required.

10. **STREAM CORRIDORS AND WETLANDS**

(a) *Existing Plan*

The Carson Creek Specific Plan area contains substantial riparian and wetland features, but those areas have been severely degraded due to overgrazing and other uses.

Currently, the Carson Creek Specific Plan contemplates setbacks from creeks and wetlands areas totaling more than 141.8 acres but does not provide for revegetation.

(b) *Discussion*

Quality Growth originally asked for uniform, 200-foot setbacks along the creeks. The Parties agree, however, that such a uniform approach is not feasible. Instead, they have agreed that an additional approximately 50 acres shall be provided as stream and wetland corridors for wildlife habitat. Total acreages for stream and wetland corridors will be approximately 189 acres. However, exact figures will be set forth on the new land use plan for the Carson Creek Specific Plan Area, attached to the main body of this Settlement Agreement as Exhibit B.

Quality Growth has also requested that all riparian and wetland areas be revegetated with native plants to provide wildlife habitat. Real Parties shall revegetate riparian and wetland corridors with native plants in accordance with the approved plant list attached as Exhibit 4.

(c) *Proposed Amendment*

The Carson Creek Specific Plan shall be amended to reflect these increased setbacks and open space corridors for wildlife as provided in Exhibit B, attached to the main body of this Settlement Agreement.

11. **COUNTY-LINE BUFFER**

(a) *Existing Plan*

Currently, the Real Parties are obligated to create a 30-foot buffer along the County line.

(b) *Discussion*

The additional stream and wetland setbacks, explained above in section 10, will substantially increase the county-line buffer.

(c) *Proposed Amendment*

The Carson Creek Specific Plan shall be amended to reflect the larger county-line buffer, as depicted in Exhibit B.

12. **STREET TREE PLANTING**

(a) *Existing Plan*

The Carson Creek Specific Plan currently makes no mention of street-tree planting.

(b) *Discussion*

Real Parties shall plant and maintain trees as follows:

*Trees along roads:* Street trees shall be planted along collector and arterial roads. Real Parties shall plant a street tree every 15 feet on center along those roads

unless the species selected requires greater spacing. The intent is to plant trees that are quickly growing so that they will provide canopy coverage of at least 75 percent within 15 years. Real Parties shall plant only species on the approved street tree planting list, attached hereto as Exhibit 5. Along residential streets, Real Parties shall plant a minimum of two trees in the residential lots; for corner lots, Real Parties shall plant a minimum of three trees per lot.

*Trees in parking lots:* Real Parties shall plant trees in all commercial parking lots and, upon formation of the regional park district, in all park district parking lots, to ensure 75% canopy coverage within 15 years. The intent is to plant trees that are quickly growing so that they will provide shade within 15 years. Real Parties shall plant only species on the approved street tree planting list, attached hereto as Exhibit 5.

(c) *Proposed Amendments*

None.

7. **OPEN-CHANNEL DRAINAGE**

(a) *Existing Plan*

Currently the Carson Creek Specific Plan relies on natural drainage channels to convey storm water. The plan contemplates that in most instances the system will remain in a natural state but that improvements for conveying peak flows and detention basins may be required.

(b) *Discussion*

Petitioners propose that Real Parties minimize the use of culverts and concrete V-ditches and maximize the use of open, unlined and vegetated channels to facilitate removal of pollutants and sediment and to preserve a more natural, rural feel to the development.

[1] Open Space Areas

Real Parties agree that all drainage in open space corridors shall remain natural, unlined and open. Real Parties will not use culverts in these channels and roadcrossings shall be bridged, except as indicated on Exhibit B.

## [2] Residential and Industrial Areas

Within areas designated for residential and industrial use, Real Parties agree that vegetated open-channel drainage shall be the primary means of accommodating stormwater runoff and existing surface water bodies. Real Parties agree further that where natural drainage channels are relocated to accommodate development as depicted on Exhibit B, these relocated channels shall be maintained as vegetated open channel drainages. In residential areas, where the homes front the streets, site design shall emphasize drainage to open, vegetated channels away from streets and towards the back and side lots. In instances where such drainage is not engineeringly practicable, drainage towards streets shall utilize gutters, A.C. dikes, rolled curbs, and/or vertical curbs will be utilized. These drainage facilities shall be kept to a minimum and will convey drainage to open-channel ditches (1) along collectors and other streets where homes do not front the streets and (2) between lots. Piped drainage facilities shall be kept to a minimum. Open channel ditches shall convey the drainage to natural drainage channels in the open space areas but not before ensuring that water quality standards are maintained through the implementation of best management practices.

Real Parties agree that they will employ best management practices to protect water quality and to minimize erosion in the drainage system. Such practices shall include utilizing grassy swales, open ditches, energy dissipaters, water quality ponds, and grease/oil traps.

### (c) *Proposed Amendments*

None.

## 8. ROADWAYS

### (a) *Existing Plan*

The Carson Creek Specific Plan currently requires 40-foot-wide community collector roads, 36-foot-wide center collector roads, 40-foot-wide collector roads, and 28-foot-wide residential streets.

### (b) *Discussion*

Petitioners prefer narrow and curvilinear roadways to minimize impervious cover

and runoff, unshaded surfaces and reflected heat, and traffic speed and noise. Specifically, Petitioners have proposed that Real Parties employ "narrow roadways to minimize run-off - access roads 22 to 24 feet; sub-collector roads 24-26 feet; collector roads, 30 feet if the road fronts homes, 26 feet if not; curvilinear routing and cul-de-sacs."

The Parties agree that the roadways in the Carson Creek Specific Plan Area shall be curvilinear and separated from pedestrian pathways that run around, over, under, and between structures. Where feasible, cul-de-sacs will be incorporated into circulation system designs. The majority of roads (asphalt portion only) shall be 26 feet or less in width.

Furthermore, the Carson Creek Specific Plan Phase 2, street development standards (asphalt portion only), shall be modified to incorporate the following maximum widths:

- (1) One-way streets shall be no more than 18 feet wide;
- (2) Two-way streets shall be no more than 24 feet wide;
- (3) Minor collectors with less than 350 average daily trips ("ADT") shall be no more than 24 feet wide;
- (4) Minor collectors with more than 350 average daily trips ("ADT") shall be no more than 26 feet wide;
- (5) Major collectors, with homes fronting the street, shall be no more than 30 feet wide;
- (6) Major collectors, without homes fronting the street and with less than 350 ADT, shall be no more than 24 feet wide;
- (7) Major collectors, without homes fronting the street and with more than 350 ADT, shall be no more than 26 feet wide.

Parking bays may be required for emergency parking along collectors and in residential areas where these standards prohibit parking along the streets. The parking bays shall be kept to a minimum and located where topography permits. Street standards are subject to the review of the El Dorado Hills Fire Departments; for public safety reasons, the fire department may require wider roads in some places or turn arounds, hammer heads, or other measures to facilitate the

movement of emergency vehicles.

For the Carson Creek Specific Plan, Phase 1, these road standards will be adopted only if the County finds that the final maps, containing these standards, are consistent with the tentative maps, as required by law.

(c) *Proposed Amendments*

The Carson Creek Specific Plan Phase 2, street development standards (asphalt portion only), shall be modified to incorporate the following maximum widths:

- (1) One-way streets shall be no more than 18 feet wide;
- (2) Two-way streets shall be no more than 24 feet wide;
- (3) Minor collectors with less than 350 average daily trips ("ADT") shall be no more than 24 feet wide;
- (4) Minor collectors with more than 350 average daily trips ("ADT") shall be no more than 26 feet wide;
- (5) Major collectors, with homes fronting the street, shall be no more than 30 feet wide;
- (6) Major collectors, without homes fronting the street and with less than 350 ADT, shall be no more than 24 feet wide;
- (7) Major collectors, without homes fronting the street and with more than 350 ADT, shall be no more than 26 feet wide.

The majority of roads (asphalt portion only) shall be 26 feet or less in width.

Parking bays may be required for emergency parking along collectors and in residential areas where these standards prohibit parking along the streets. The parking bays shall be kept to a minimum and located where topography permits. Street standards are subject to the review of the El Dorado Hills Fire Departments; for public safety reasons, the fire department may require wider roads in some places or turn arounds, hammer heads, or other measures to facilitate the movement of emergency vehicles.

For the Carson Creek Specific Plan, Phase 1, these road standards will be adopted

only if the County finds that the final maps, containing these standards, are consistent with the tentative maps, as required by law.

Additionally, the Carson Creek Specific Plan, circulation plan, shall be amended to state a preference for curvilinear roadways, interconnected with pedestrian pathways, and cul-de-sacs where feasible.

9. **SHIELDED LIGHTING IN PARKS, PARKING LOTS, AND RESIDENTIAL AREAS**

(a) *Existing Plan*

The Carson Creek Specific Plan contains no lighting standards.

(b) *Discussion*

Petitioners propose that street lighting be limited in residential areas, parks, and parking lots, and that shielded lights be utilized. Except with regard to the Regional Park, the Parties agree that Real Parties will install lights only where required to meet safety standards and will employ "Good Light Fixtures" as defined by the International Dark Sky Association with top and side shielding to ensure that lighting is directed at least 20 degrees below the horizontal plane at the light fixture. All external lighting within the Regional Park shall utilize glare and top light reduction technology such as the "Soft Lighting Systems Athletic Field Illumination System" fixtures listed in Exhibit 6, attached hereto, or their equivalent. Within the ball park area of the Regional Park, field lighting shall be turned off by 9:45 pm. The volume of any P.A. system employed at the park shall be limited so as not to significantly disturb residents. Furthermore, any such P.A. system shall not be operated after 9:45 pm. These light and sound standards shall be included in any deed restriction such as CC& R's as necessary to ensure that any successors in interest to Real Parties shall be bound thereby

(c) *Proposed Amendments*

None.

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remedy it because of student's sex in claim that she may have been intentionally... advantages, privileges, or services of... and that district and its officials may have... tionally discriminated against her because... violation of Unruh Civil Rights Act. Nicole... through Jacqueline M. v. Martinez Unified... J.D. Cal. 1997, 964 F. Supp. 1369.

plaint's complaints of peer sexual harassment... tute violation of Unruh Civil Rights Act... ing that all persons are entitled to full and... in all business establishments no matter... student could still maintain cause of action... ction providing that no business establish... iscriminate against person based on sex... t sufficiently alleged intentional discrimina... M. By and Through Jacqueline M. v. Mar... School Dist., N.D. Cal. 1997, 964 F. Supp.

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ment from discriminating in the sale or... signed to meet the physical and social... and preserve that housing for senior... on 51.3 is preempted by the prohibition... (0-430) and implementing regulations... accommodations constructed before... specified in Section 51.4, a business... rior citizens until January 1, 2000, in

Ltd. v. Wolfson (1982), 30 Cal.3d 790.

§ 1; Stats. 1993, c. 830 (S.B. 137), § 1.

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6.

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lation... amendment added subd. (c), providing an... Riverside County.

f Stats. 1996, c. 1147 (S.B. 2097), provides:... slature finds and declares that a general... t be made applicable within the meaning of... f Article IV of the Constitution due to the... nstances that, in the County of Riverside... usually large concentration of senior commu... at those senior communities have been sub... usually large number of civil enforcement... itigation by private parties, notwithstanding... beliefs of those communities that they were... with the law. The Legislature therefore... lares that these unique circumstances justify... provisions of Senate Bill 1097 [sic] of the... lar Session applicable only in the County of

by asterisks \* \* \*

Notes of Decisions

Mobile home parks 1

1. Mobile home parks  
Mobile home park rule limiting residency to senior citizens, age 55 or older, did not violate this act; amend-

ments reflected legislative intent specifically to exclude mobile home parks from the reach of this act. Colony Cove Associates v. Brown (App. 2 Dist. 1990) 269 Cal. Rptr. 234, 220 Cal.App.3d 195, review denied.

§ 51.3. Housing; age limitations; necessity for senior citizen housing

(a) The Legislature finds and declares that this section is essential to establish and preserve specially designed accessible housing for senior citizens. There are senior citizens who need special living environments and services, and find that there is an inadequate supply of this type of housing in the state.

(b) The Legislature finds and declares that different age limitations for senior citizen housing are appropriate in recognition of the size of a development in relationship to the community in which it is located.

(c) For the purposes of this section, the following definitions apply:

(1) "Qualifying resident" or "senior citizen" means a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development.

(2) "Qualified permanent resident" means a person who meets all of the following requirements:

(A) Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

(B) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

(C) Has an ownership interest in, or is in expectation of an ownership interest in, the dwelling unit within the housing development that limits occupancy, residency, or use on the basis of age.

(3) "Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for, senior citizens that meets any of the following requirements:

(A) At least 70 dwelling units, built prior to January 1, 1996, or at least 150 dwelling units built on or after January 1, 1996, in a metropolitan statistical area, as defined by the Federal Committee on Metropolitan Statistical Areas, with a population of at least 1,000 residents per square mile or 1,000,000 total residents, based on the 1990 census.

(B) At least 100 dwelling units in a metropolitan statistical area, as defined by the Federal Committee on Metropolitan Statistical Areas, with a population not to exceed 999 residents per square mile and not to exceed 399,999 total residents, based on the 1990 census.

(C) At least 35 dwelling units in any other area.

The number of dwelling units within a development includes all dwelling units developed, whether in single or multiple phases. Developments commenced after July 1, 1986; shall be required to have been issued a public report as a senior citizen housing development under Section 11010.05 of the Business and Professions Code.

(4) "Dwelling unit" or "housing" means any residential accommodation other than a mobilehome.

(5) "Cohabitant" refers to persons who live together as husband and wife.

(6) "Permitted health care resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident.

(d) The covenants, conditions, and restrictions or other documents or written policy shall not limit occupancy, residency, or use on the basis of age more proscriptively than to require that one person in residence in each dwelling unit may be required to be a senior citizen and that each other resident in the same dwelling unit may be required to be a qualified permanent resident.

(e) The covenants, conditions, and restrictions or other documents or written policy shall permit temporary residency, as a guest of a senior citizen or qualified permanent resident, by a person of less than 45 years of age for periods of time, not less than 60 days in any year, that are specified in the covenants, conditions, and restrictions or other documents or written policy.

(f) Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any qualified permanent resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident.

Additions or changes indicated by underline; deletions by asterisks \* \* \*

(g) The condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential rental property shall have been developed for, and initially been put to use as, housing for senior citizens, or shall have been substantially rehabilitated or renovated for, and immediately afterward put to use as, housing for senior citizens, as provided in this section.

(h) The covenants, conditions, and restrictions or other documents or written policies applicable to any condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential property that contained age restrictions on January 1, 1984, shall be enforceable only to the extent permitted by this section, notwithstanding lower age restrictions contained in those documents or policies.

(i) Any person who has the right to reside in, occupy, or use the housing or an unimproved lot subject to this section on January 1, 1985, shall not be deprived of the right to continue that residency, occupancy, or use as the result of the enactment of this section.

(j) The covenants, conditions, and restrictions or other documents or written policy of the senior citizen housing development shall permit the occupancy of a dwelling unit by a permitted health care resident during any period that the person is actually providing live-in, long-term, or hospice health care to a qualifying resident for compensation.

(k) Notwithstanding any other provision of this section, this section shall not apply to the County of Riverside.

(Added by Stats.1984, c. 1333, § 1. Amended by Stats.1985, c. 1505, § 2; Stats.1989, c. 190, § 1; Stats.1994, c. 464 (S.B.1560), § 1; Stats.1995, c. 147 (S.B.332), § 1; Stats.1996, c. 1147 (S.B.2097), § 3.)

Historical and Statutory Notes

1984 Legislation

Section 5 of Stats.1984, c. 1333, provides:

"This act shall become operative only if this bill and AB 3909 [Stats.1984, c. 787] are both chaptered and become effective on January 1, 1985."

1985 Amendment. Added definition of "qualified permanent resident", added second and third sentences to definition of "senior citizen housing development", and substituted "dwelling unit" or "housing" for "housing" as the defined term; rewrote subs. (d) to (f); and, in subd. (g), deleted "until December 31, 1986" preceding "notwithstanding lower age restrictions" in the second paragraph, deleted the third paragraph which provided for amending then existing documents, and inserted "or an unimproved lot" in the last paragraph. Prior to amendment, subs. (d) to (f) provided:

"(d) The covenants, conditions, and restrictions or other documents or written policy shall not limit occupancy, residency, or use on the basis of age more proscriptively than to require that one person in residence be a senior citizen and that each other resident, if any, except the spouse or cohabitant of, or a person who resides with and provides primary physical or economic support to, the senior citizen, shall be at least 45 years of age.

"(e) The covenants, conditions, and restrictions or documents or written policy shall permit temporary residency by a person of less than 45 years of age for specified periods of not less than 60 days in any calendar year.

"(f) Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any other person who was a qualified permanent resident pursuant to the provisions of this section shall be entitled to continue in residence."

1989 Legislation

The 1989 amendment added subd. (c)(6) defining "permitted health care resident"; in subd. (f) inserted "as a permitted resident"; added subd. (j) relating to covenants, conditions, and restrictions of the senior citizens housing development; and made nonsubstantive changes throughout.

1994 Legislation

The 1994 amendment rewrote subd. (c)(3) and made nonsubstantive changes throughout. Prior to amendment, subd. (c)(3) read:

"(3) 'Senior citizen housing development' means a residential development consisting of at least 150 dwelling units in a standard metropolitan statistical area or at least 35 dwelling units in any other area which is developed for, or substantially rehabilitated or renovated for, senior citizens. For the purpose of computing the number of dwelling units within that development, the number of dwelling units developed, whether in single or multiple phases, shall be included in the computation. Developments commenced after July 1, 1986, shall be required to have been issued a public report as a senior citizen housing development under Section 11010.05 of the Business and Professions Code."

1995 Legislation

The 1995 amendment, in subd.(c)(3)(A), substituted "At least 70 dwelling units, built prior to January 1, 1996, or at least 150 dwelling units built on or after January 1, 1996," for "At least 150 dwelling units".

1996 Legislation

The 1996 amendment added subd. (k), exempting Riverside County from application of the section.

Legislative findings and declarations relating to Stats. 1996, c. 1147 (S.B.2097), see Historical and Statutory Notes under Civil Code § 51.2.

Cross References

Application for a public report for a phase of a subdivision as part of a senior citizen housing development, requirements, see Business and Professions Code § 11010.05.

Facilities offering continuing care contracts, application of this section, see Health and Safety Code § 1775.

Additions or changes indicated by underline; deletions by asterisks \* \* \*

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CARSON CREEK PROJECT  
GUIDELINES FOR DESIGN AND MAINTENANCE OF POTENTIAL GOLF COURSE

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Prepared for: Palisades Properties

September 3, 1999

 FOOTHILL ASSOCIATES  
ENVIRONMENTAL CONSULTANTS  
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EXHIBIT 2

**CARSON CREEK  
GOLF COURSE DESIGN AND MANAGEMENT GUIDELINES**

1.0 BACKGROUND..... 1  
2.0 WATER QUALITY AND AQUATIC HABITAT ..... 1  
3.0 VEGETATION..... 2  
4.0 WILDLIFE ..... 2

# CARSON CREEK GOLF COURSE DESIGN AND MANAGEMENT GUIDELINES

## 1.0 BACKGROUND

The Carson Creek project site is located in western El Dorado County, south of Highway 50. The 580-acre site is planned for residential and commercial use, open space, park and wetland preserves. Carson Creek, a perennial watercourse, flows from north to south through the site. The site also contains a variety of other wetland features, including seasonal wetlands and vernal pools.

Future development at the Carson Creek project may include a golf course adjacent to the open space and wetland preserve areas. The following design and management guidelines have been developed to protect the environmental resource value of these areas, in the event of future golf course development. These guidelines address impacts to water quality, native vegetation and wildlife typically associated with golf course construction and operations.

## 2.0 WATER QUALITY AND AQUATIC HABITAT

- Development of a golf course, which includes extensive areas of managed turf, has the potential to impact water quality, if application of fertilizers and pesticides are not properly planned. The Carson Creek golf course should include several important water quality safeguards to protect surface and groundwater quality on the site. The course should utilize managed turf areas interspersed with large areas of natural vegetation. This layout minimizes the total acreage of managed turf, providing benefits for water quality and water conservation. Intensive landscape management should be limited to primary play areas -- greens, tees, and fairways. The extensive areas of natural vegetation within the site boundary should not receive any fertilizer or pesticide applications. The natural areas will be managed primarily to enhance wildlife habitat value.
- The surface drainage patterns of the unmanaged area of the site should be retained in the golf course design. However, greens, tees, fairways, and other managed turf areas should be designed to direct runoff away from water features to prevent nutrient loading and algal blooms.
- Erosion due to discing, scraping, blading, or other construction methods should be controlled by the use of silt fences, hay bales and other Best Management Practices to avoid excess siltation of waterways during storm events.
- A surface water quality monitoring program should be developed for use on the golf course to monitor project-induced water quality impacts.
- Riparian and wetland buffers should be planted with unmaintained native vegetation, such as grassland or oak savannah. Typical buffer widths are a minimum of 100 feet for riparian areas and wetlands, with 250 feet preferred for vernal pools.

- Design of the golf course should seek to avoid excessive isolation of individual features. For example, if several neighboring pools are to be preserved or maintained as open space, it is best set aside the entire area containing the pools rather than breaking the area up into several preserves.
- The design of the golf course should avoid landing areas near or adjacent to wetland features. This consideration will reduce that amount of unauthorized entry into wetlands by golfers retrieving stray golf balls.
- A professional golf course superintendent will be responsible for planning, implementation and supervision of all grounds maintenance activities
- No chemicals should be applied within 25 feet of any open irrigation canal or wetland feature.
- Only herbicides, fungicides, insecticides, rodenticides, and fertilizers that are approved within the State of California will be used on the golf course and only in conjunction with manufacturer's specifications.
- Irrigation rates must not exceed 90% of the infiltration rate for each soil type and turf management combination.

### 3.0 VEGETATION

- Golf course planting design should refer to regional and site specific plant communities. Exotic plant species known become invasive nuisances or exclude native or local species shall not be planted. The use of species that require excessive irrigation is discouraged.
- Areas disturbed during construction must be managed and planted as soon as possible to make sure that non-native invasives are not allowed to become established
- Removal of existing trees and shrubs should be limited to preserve existing functional habitat. These existing plants should be incorporated into the planting design of the golf course as feasible.

### 4.0 WILDLIFE

- The open space and wetland preserve areas provide habitat for a variety of wildlife species. Highly mobile species, such as small rodents (squirrels, rabbits), mammals and bird species will adapt to the configuration of the golf course, provided that habitat areas adjacent to the course are maintained. These species will establish corridors across the golf course, and many will be most active during the night when human contact is minimal.
- Signage on cart paths may be used to alert drivers to established crossings known to be used by wildlife.

- When possible, fences should be designed to allow for the passage of small animals.
- The construction phase of the project should adhere to BMPs to avoid directly or indirectly impacting special status species and their habitat.

**El Dorado Hills  
Community Services District  
Parks & Planning Committee**



**AGENDA REPORT**

**To:** Parks and Planning Committee of the Board of Directors  
**From:** Kevin A. Loewen, Director of Parks and Planning  
**Meeting Date:** January 27, 2014  
**Report Date:** January 15, 2014  
**Subject:** Status Summary of Current & Upcoming Projects in Queue

**CURRENT PROJECTS**

	Description	Current Status	Project Completion
1	Tam O'Shanter Parklet	Dedication set for February 20 <sup>th</sup> , 11:00 AM	02/20/15
2	Pavilion Kitchen/Restroom/Office Space Renovation	Developing scope of work and seeking input from user groups	04/01/15
3	Valley View Sports Park – by Lennar	Grand Opening scheduled for February 27 <sup>th</sup> , 4:00 PM	02/27/15
4	North Commercial LLAD Renovations	First median planter is complete. Second planter to be started soon	06/30/15
5	Appraisal of Executive Golf Course	Appraiser, Ziegenmeyer, withdrew from appraisal. Checking background on recommended appraiser, David Jarrette	03/01/15
6	Dog Park at Community Park	Awaiting MOU with EDDOG.	TBD
7	PG&E Rebates & Energy Audit	Met w/ PG&E representative to explore rebate & energy audit opportunities. Will begin peak-day-pricing in November with cost reduction guarantee.	Ongoing

El Dorado Hills Community Services District  
Parks & Planning Committee Meeting  
January 27, 2015

		Meeting w/ energy audit representative 9/24/14. Seeking rebate on LED lighting installed at pool and for future lighting upgrades.	
8	Windsor Point Park Solar & Shade Structures	New permit submittal required due to structural engineers license term (on stamp of plans) expiring.	03/30/15
9	Oak Knoll Clubhouse Bocce Courts	Two full-sized courts in lawn area are contraindicated due to negative effects on heritage oak tree. Funding for two full-size courts and ADA improvements expected to be \$120,000.	TBD
10	Carson Creek LLAD Formation	Parkland Dedication agreement discussion(s) with Developer are in progress. Concerns over County Regional Park at south end of the specific plan may play an important role. Developer seeking reduction accepted in population density.	February 2015
11	Recreation Needs Assessment and Master Plan RFP	Process is underway. Staff have been assigned tasks to compile documents and data as part of a "wish list" by MIG. Project slated for 12 months.	12/31/15
12	New York Creek Nature Study Corridor	ORHS students have developed conceptual signage and websites. Review is underway. Staff developing a plan to "call all local artists" to create final designs	Ongoing
13	CAB Curtains/Backboard Operators	Awarded work to Southwest Interiors.	03/20/15
14	CAB Kitchen Updates	Programmatic uses will dictate overall design. Recreation Supervisor,	April 2015

**El Dorado Hills Community Services District  
Parks & Planning Committee Meeting  
January 27, 2015**

		Mike Cottrell has volunteered to lead this remodel in an effort to learn more about facility improvements and to reduce the workload on the Parks and Planning Department.	
15	RFP for Security Patrol	Bid submittal due 2/17/15. Anticipate recommending award to Board of Directors in March.	March 2015

**UPCOMING PROJECTS**

1	Bike Park and Skills Loop and Rugged Trails	Project may conflict with commuter path to be installed by County. To discuss this with EDH Trails.	TBD
2	New York Creek Commuter Path Completion of Phase 1 and Planning for Phase 2	Awaiting an update on project status from County. Preliminary date of 2015/2016 for Phase 2 installation.	TBD
3	Nexus Study	The Board approved resubmittal of the Recreation Needs Assessment and Master Plan Update. Consideration for the Nexus study to follow that work must be made.	TBD
4	RFP's for Contract Services: Janitorial; Building Monitoring; Pool Service	Drafts in progress. Will secure input inter-departmentally.	TBD
5	Dixon Ranch LLAD Formation & Park Development	Communicating park amenity requirements for village parks.	2015



**EL DORADO HILLS  
COMMUNITY SERVICES DISTRICT**

**AGENDA REPORT**

**To:** Parks and Planning Committee  
**From:** Gino Sciandri, Parks Supervisor  
**Meeting Date:** January 27, 2015  
**Report Date:** December 22, 2014  
**Subject:** **Tot Lot Rubber Resurfacing at Community Park**

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**Recommended Action:** Review and support recommendation to award contract to replace the rubber surfacing in Tot Lot playground at Community Park.

**Background:** The tot lot surfacing is in need of replacement. The existing rubber surfacing is cracking throughout the area, and has safety concerns that need to be attended to. This area will also need an existing sand box area removed and replaced to match the rubber surfacing.

This Browning Reserve Project has been approved in the 2014/2015 budget. The project cost is over \$25,000. This project went out to public bid per our purchasing policy. RFP is attached. The responsible low-bidder is GameTime.

**Fiscal Impact:**

\$38,047.00

Account: 5560 – 5142

**Attachments:**

- A. GameTime Tot Lot Quote
- B. Robinson Recreational Services Tot Lot Quote



A PLAYCORE COMPANY

C/O MRC  
505 Montgomery St #100  
San Francisco, CA 94111  
Ph: 800-235-2440  
Fx: 732-974-0226  
Em: [MRC@GAMETIME.COM](mailto:MRC@GAMETIME.COM)  
Web: [www.mrrec.com](http://www.mrrec.com)

QUOTE  
#110448

11/03/2014

### CA El Dorado Hills Community Services District - Poured in Place Rubber Surfacing

El Dorado Hills Community Services District  
Attn: Gino Sciandri  
1021 Harvard Way  
El Dorado Hills, CA 95762  
Phone: 916-825-4802

Project #: P74559  
Ship To Zip: 95762

Quantity	Part #	Description
1	PIP	GT-Impax - Poured in Place Rubber Safety Surfacing - <i>2,975 square feet at 3" depth for 6' critical fall height, 50% standard color 50% black, standard aromatic binder, includes prevailing wages.</i>
1	SITE	GT-Impax - Site Work - <i>Removal and disposal of existing 420 SF sand. Removal and disposal of existing 2,555 SF PIP surfacing. Supply and install 4" aggregate base (420 SF). Redress 2,555 SF base rock and compact.</i>

Removal of existing surfacing, subbase prep, prevailing wages, installation, tax and freight included.

**Total Amount: \$38,047.00**

**Pricing based on good job access.  
Graphics, borders, security and dumpster are not included in this proposal.**



**Date Issued: 11/3/2014**

**Robertson Industries, Inc**

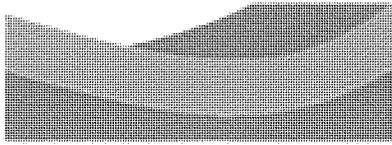
2414 West 12th Street, Suite 5

Tempe, AZ 85281

(800) 858-0519

FX: (602) 340-0402

[www.totturf.com](http://www.totturf.com)



# Robertson Recreational Surfaces

A **PLAYCORE** Company



**Project Name:** El Dorado Hills-EDH Comm Park 11-3-14

**Address:** 1021 Harvard Way, El Dorado Hills, CA

**Site Contact:** Gino Sciandri-Parks Spvr

**Contact Ph#:** (916) 825-4802

**Fax#:**

**Contact Email:** [gsciandri@edhcsd.org](mailto:gsciandri@edhcsd.org)

**Sales Representative**

**Name:** Frank Horwath

**Phone:** (510) 260-9025

**Fax:** (602) 340-0402

**Email:** [fhorwath@totturf.com](mailto:fhorwath@totturf.com)

*Scope: See page 2 for detailed scope information*

Product Name	Line Description	Quantity	Sales Price	Total Price
Site Prep	Removal, transport and disposal of all spoils. Grade, install and compact base aggregate.	1.00	\$9,890.00	\$9,890.00
Aromatic EPDM	Pour in Place: AROMATIC URETHANE OPTION	2,975.00	\$11.09	\$32,992.75
<b>Grand Total</b>				<b>\$42,882.75</b>

**PRICE EXPIRES: 12/16/2014**



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

**CONTRACTOR'S LICENSE NUMBERS:**

**AZ:** ROC091920, CLASS L-05 ~ **CA:** 667261, CLASS C/64 D/64 and C/61 D/12

**FL:** CGC 038554 ~ **NV:** 42331, CLASS C25 C40





**EL DORADO HILLS  
COMMUNITY SERVICES DISTRICT**

**AGENDA REPORT**

**To:** Parks and Planning Committee  
**From:** Kevin A. Loewen, Parks & Planning Director  
**Meeting Date:** January 27, 2015  
**Report Date:** January 21, 2015  
**Subject:** **Consideration for Park Naming/Dedications**

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**Recommended Action:** Review Park Naming Policy and Consider Naming Parks or Dedicating Park Features/Amenities to Prior CSD Board Director, Norm Rowett, and/or Deputy Danny Oliver.

**Background:** The Committee suggested that staff review park naming opportunities for Sacramento County Sheriff Deputy, Danny Oliver, and for prior CSD Board Director, Norm Rowett. Both are recently deceased. The CSD policy for naming or re-naming parks for individuals is guided by policy # 6300. Section 6310.40.B states that names recommended for parks shall fall within the following parameters: Deceased person who made significant local contributions. The following criteria is set forth:

1. Individual was a resident of El Dorado Hills **and**
2. The individual made significant contributions to the local community **or**
3. The person being memorialized died in the line of duty serving the local community or the United States of America.

It is apparent that both aforementioned individuals would satisfy the criteria. Staff is seeking input as to the Committees' preference in pursuing this opportunity and for which park may be the most appropriate.

**Attachment:** Park Naming Policy

**EL DORADO HILLS COMMUNITY SERVICES DISTRICT**  
**\* POLICY GUIDE SERVICES 6000-FACILITY DEVELOPMENT\***

**POLICY TITLE: NAMING OR RE-NAMING EDH CSD PARKS**  
**POLICY NUMBER: 6300**

**6310.10** This policy document shall guide the Board of Directors in the naming or re-naming of EDH CSD parks, facilities or features. Keeping with the values practiced by EDH CSD, naming or re-naming of parks shall consider the following values:

- Integrity
- Excellence
- Customer service
- Our Strength is in our people
- Environmental sustainability

Additionally, parks shall not be named or re-named to promote tobacco, alcohol, political organizations, or named after a convicted felon.

**6310.20** The Board will name a park or facility at the time first planning efforts begin. Once a park or facility is named it shall remain so named unless for good cause the Board of Directors determines otherwise.

**6310.30** The Board may consider names submitted from organizations or individuals that are major contributors (based on financial or in-kind contributions) to the initial development of new parks, or rehabilitation and/or renovation of existing parks. The Board also may consider individual naming rights if the criteria in 6310.60 is met.

**6310.40** Names recommended for parks shall fall within the following parameters:

- A.** Name of company or non-profit organization which has provided major fiscal support; or
- B.** Deceased person who made significant local contributions; or
- C.** Geographic features or park amenities; or
- D.** Local historical figures; or,
- E.** Culturally significant names.

**6310.50** Specific features within a park (such as a tree, fountain, bench, play structure) may be named after an individual who provides the funding for the particular feature in accordance with our Share-A-Gift/Adopt-A-Park Program consistent with Park Design Standards

**6310.60** The following criteria shall be used in evaluating the merit of each memorial naming request for individuals:

- A.** The individual was a resident of El Dorado Hills and

**EL DORADO HILLS COMMUNITY SERVICES DISTRICT**  
**\* POLICY GUIDE SERVICES 6000-FACILITY DEVELOPMENT\***

- B. The individual made significant contributions to the local community  
or
- C. The person being memorialized died in the line of duty serving the  
local community or the United States of America

Adoption: August 27, 1998; Amended April 12, 2007; January 10, 2008