



# PLANNING AND BUILDING DEPARTMENT

## PLANNING DIVISION

<https://www.edcgov.us/Government/Planning>

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TO: Board of Supervisors Agenda of: February 23, 2021

FROM: Mel Pabalinas, Current Planning Manager

DATE: December 15, 2020

RE: **Legistar No. XXXXXX**  
**Approval of the Updated 2020 Bass Lake Hills Specific Plan Public Facilities**  
**Financing Plan (PFFP)**  
**Project File No. MISC19-0014**

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**Recommendation:**

Staff recommends the Board of Supervisors take the following actions:

1. Approve the updated Bass Lake Hills Specific Plan (BLHSP) Public Facilities Financing Plan (PFFP) dated December, 2020 and find it consistent with the BLHSP for implementation of the identified public improvements within the specific plan area;
2. Adopt and authorize the Chair to sign Resolution No. XXX-2020 approving the updated BLHSP PFFP; and
3. Direct staff to bring back to the Board actions to approve the updated BLHSP PFFP Fee and NEXUS Study.

**Executive Summary**

The purpose of the Bass Lake Hills Specific Plan (BLHSP) Public Facilities Financing Plan (PFFP) is to establish a programmatic strategy for the financing of the necessary backbone infrastructure and other public facilities serving the specific plan. The BLHSP is an adopted master planned development in the El Dorado Hills area which facilitates the orderly and systematic development of the Plan area and ensures that safe and efficient circulation facilities and major infrastructure improvements in the Plan area are constructed concurrently with new development (Exhibits A and B).

The original PFFP was approved by the Board of Supervisors in 2004. It set forth a finance strategy for the construction of backbone infrastructure and other public facilities in the Specific Plan based on a Capital Improvement Program (CIP), while recognizing the need for flexibility to accommodate the potential development plans by different property owners within the Specific Plan, and assuring the County that required infrastructures are constructed when necessary.

The Critical Mass Infrastructure threshold, which established the trigger for the construction of specific primary infrastructure in the plan area at 300 units, was recognized by the developers as an obstacle to development and implementation of the Specific Plan. In the early 2000's, Hollow Oaks (aka Laurel Oaks) subdivision and its related improvements were under construction. In the mid-2000 the tentative subdivision map applications for Hawk View, Bell Ranch, and Bell Woods were subsequently approved. In the fall of 2013, revisions to the PFFP were considered by the Board of Supervisors but were ultimately not approved in favor of another potential approach to insure necessary road improvements were constructed.

In 2016 the Planning Commission approved significant revisions to the conditions of approval for the Hawk View (114 residential lots), Bell Ranch (113 residential lots), and Bell Woods (58 residential lots) tentative maps that required construction of the new Bass Lake Road/Country Club Drive intersection, fixing one of the worst intersections in the County. One of the other new conditions placed on those revised tentative maps required an update to the 2004 PFFP. For the consideration by the Board, this memorandum details the updated 2020 PFFP necessary for the continued implementation of the improvements in support of the anticipated development within the BLHSP area and the corresponding costs to the on-going development. Review of this current request by the applicant, Winn Communities-Lennar Homes, for consideration by the Board began in the Spring of 2019. This effort was preceded by approvals of various construction plans and agreements involving an array of identified improvements required by the conditions of approval applied to the approved Tentative Maps for Hawk View, Bell Ranch, and Bell Woods, in accordance with the BLHSP.

## **Background**

### **BLSHP and PFFP Improvements**

The Bass Lake Hills Specific Plan was approved in 1995 authorizing the construction of a maximum 1,458 single family dwelling units over approximately 1,200 acres. A 20-year Development Agreement (DA) for the specific plan was also approved in 1996 but has since expired. The original PFFP was approved in 2004. Consistent with the policies of BLHSP and provisions of the original DA, the PFFP, which describes the long-term financing approach to public improvements in support of development within the Specific Plan, divided the construction infrastructure improvements into various phases with primary focus on the 300-unit Critical Mass Infrastructure threshold and concurrency related to the construction of Bass Lake Road and Country Club Drive (Exhibit C). Based on a CIP, the intent of the 2004 PFFP was for the construction of improvements to be developer advanced followed by reimbursements. This approach required developers to pay Traffic Impact Mitigation (TIM) fees and construct TIM fee facilities at the same time and then wait years for reimbursement of the construction costs.

For example, Phase 1 began in 2005 and involved constructed improvements in association with the Hollow Oak subdivision (99 units), which consists of the construction and re-alignment of Bass Lake Road from the intersection of Hollow Oak Road to the current alignment of Bass Lake Road and Serrano Parkway (Segment F to AA) as well as shoulder widening and related facilities from Bass Lake Road south to Highway 50 where the street section is less than 32 feet wide. Phase 1A, which includes up to 201 units of any combination from the Hawk View, Bell Ranch, and Bell Woods subdivisions as conditioned, involved Bass Lake Road to be completed as a two-lane divided road with appropriate right-of-way acquisition for future expansion to a four-lane road with fully constructed medians, bikeway, and sidewalk, from Highway 50 to Serrano Parkway. In addition to the Bass Lake Road

improvements, other original improvements subject to the 300-unit critical mass trigger included the U.S. Highway 50 Interchange Project Study Report (PSR), access roads and infrastructure to the Buckeye Union school site, acquisition of an 8.7 acre sports park, design of a sports park and acquisition of a 2-acre park-and-ride lot. Utilities, including water, sewer and drainage, were also analyzed as part of necessary infrastructures serving the plan area. Of note the realignment of Country Club Drive was not required at the critical mass threshold, but instead was included in Phase 3. Nevertheless, the original PFFP indicated that development projects would be conditioned to construct Country Club Drive as determined necessary by the Department of Transportation based on access requirements of the projects. The PFFP further acknowledges the phasing of the remainder of the BLHSP (Phases 2 and 3) improvements are more difficult to determine, and would necessitate the batching of the rest of the projects under the “remaining to buildout” category. The remaining Phases 2 and 3 compose the remaining units beyond the 300-unit threshold to full build-out of the Specific Plan.

Following the original approval of the tentative subdivision maps, the developer of the Hawk View, Bell Ranch and Bell Woods projects believed the projects were unable to be built because of outdated conditions of approval that required improvements that were no longer needed or would not be needed within 10 years. Therefore, the developer proposed comprehensive revisions to the tentative map’s conditions of approval to insure needed improvements were completed and deleted or revised conditions requiring improvements that were no longer needed or not needed for some time.

#### Hawk View, Bell Ranch, and Bell Woods Tentative Subdivision Maps and On-Going Improvements

In April 2016 the Planning Commission approved an application for a revision and one-year time extension of each of the approved Hawk View, Bell Ranch, and Bell Woods Tentative Subdivision Maps (Exhibit D). Each map is correspondingly supported by an executed 10-year Development Agreement. The approved maps primarily involved revisions to the conditions for the timing and phasing of the infrastructure improvements and required submittal of an updated PFFP reflecting the updated improvement requirements. In some cases map conditions were removed based on updated technical studies and/or project comments from affected public agencies indicating the conditions were deemed not necessary at the time of review, while in other cases, new conditions were added. The most significant of the revisions include the removal of a portion (Segment F to H) of Phase 1A improvements to Bass Lake Road and the addition of the realignment of Country Club Drive, a Phase 3 improvement. The existing Bass Lake Road/Country Club Drive intersection was one of the worst intersections in the County based on safety and geometry. Other critical mass improvements that were removed as conditions of the approved Tentative Maps or revised include the following:

- Removal of the requirement for a Highway 50 Interchange Project Study Reports (PSR);
- Removal of a portion of the access road and infrastructure to the school site;
- Removal of the requirement for sidewalks and a Class I bike trail along Bass Lake Road;
- Modification to parks, landscaping, and recycled water requirements

These approved tentative maps were deemed consistent with the objectives of the BLHSP. About a year after approval of the revisions to the tentative maps, new Development Agreements were approved for each map. The Development Agreements extended the lives of the tentative maps and gave the developer other certainty with respect to the project implementation. In exchange, the County incentivized the developer to build the Bass Lake Road/Country Club Drive project sooner. Further, given that the BLHSP is a long term planning document, it is recognized that the updated PFFP would be based on conceptual plans for the major infrastructure components that would be subject to

necessary and periodic adjustments based on the availability of detailed and updated engineering information.

In 2017-18 in order to facilitate residential development following approval of each map, improvement plans were reviewed and approved and agreements were executed. For example, in July 2018 the Board of Supervisors approved the Bass Lake Hills Community Facilities Districts (CFD) for the development area and authorized the sale of bonds to finance infrastructure. The CFD was authorized to finance road improvements in the area of Bass Lake Road, Country Club Drive, and Hollow Oak Road (Exhibit E). These improvements include the realignment of County Club Drive from Bass Lake Road to Morrison Road (Segment H to I) and Country Club Drive east of Tierra De Dios Drive (Segment I to L). The realignment of the Bass Lake Road/Country Club intersection would also be complimented by associated through lanes and turn pockets on the northbound, southbound and westbound approaches. With the intersection realignment, site design and engineering for the construction of a new traffic signal is also under preparation.

Processing of final map applications for the recordation of each subdivision map were filed beginning in the summer of 2018. To date, a total of 114 residential lots in Hawk View (of which 30 residential permits have been issued to date) and 63 of 123 lots in Bell Ranch have been recorded, while 58 lots in Bell Woods remain pending recordation. To advance construction, a Credit and Reimbursement Agreement for the improvements subject to the County's Traffic Impact Mitigation (TIM) (Exhibit F-AGMT # 19-54921) was executed between the County and the applicant.

### **2020 Bass Lake Hills Specific Plan (BLHSP) Public Facility Financing Plan (PFFP)**

Multi-phased, long-term development projects, such as a Specific Plan, typically requires a significant amount of public improvements in the initial years or phases prior to development of the benefitting latter phases. As a result, financial burden is shouldered by the initial developers as those parties are required to construct and/or fund infrastructure to the benefit of subsequent development phases. Without an infrastructure financing program that collects fees and provides the initial development entities with fee credits and/or reimbursements or other methods of financing, financial burdens can be cost prohibitive to project development. Establishing a strategic financial plan, such as the BLHSP PFFP, that outlines the timing and amount of infrastructure required for the project, the respective development end-user responsible for funding its fair share of the infrastructure, and a comprehensive fee program including a credit and/or reimbursement program that provides the opportunity for equitable and feasible project development would ensure the efficient and effective implementation of necessary infrastructures.

### **Updated 2020 BLHSP PFFP-In Detail**

The updated BLHSP PFFP details a long-term financing program for the construction of backbone infrastructure and other public facilities in support of the proposed land uses in the Specific Plan (Exhibit G). The plan adheres to and implements the applicable policies of the BLHSP and provisions of the executed Development Agreement for Hawk View, Bell Ranch, and Bell Woods Tentative Subdivision Maps. Based on an updated CIP, the plan identifies the costs and potential funding sources for the required improvements to be constructed or acquired. It also provides details to guide the implementation of financing through the use of fee credits, reimbursements, and financing districts. A summary comparison of the updated PFFP and the original 2004 PFFP has been included as Exhibit H.

The PFFP has been reviewed and verified by various County departments including Transportation Department, Auditor’s Office, County Administrative Office (CAO), and Planning and Building Department as well as affected service districts such as El Dorado Hills Community Services District (EDHCSD) and El Dorado Irrigation District (EID). Applicable comments and edits have been addressed and incorporated to the current version of the PFFP.

### Description of Public Improvements

The PFFP discusses the primary backbone infrastructure that serves the Specific Plan consisting of transportation (both TIM and PFFP area infrastructure), sewer, water and drainage. Other public facilities that support the Specific Plan include parks and trails, public safety, and schools (Exhibit C). Based on the CIP, the estimated total cost of these Public Improvements is estimated at \$37 million. Below is a summary of the referenced public improvements in the specific plan area.

#### *Backbone Improvements*

1. **Transportation Improvements:** The transportation improvements include roadways, interchanges, traffic signals, bikeways, sidewalks, medians and a Park and Ride lot located at southwest corner of the intersection of Old Bass Lake Road and Country Club Drive. Total transportation improvement costs, which include Right-of-Way acquisitions, engineering, permitting fees, and actual construction, are estimated at \$33.0 million. The transportation improvements will be funded as part of the TIM fee program (\$17.6 million) and the Plan Area Fee program (\$15.5 million).
2. **Storm Drainage:** The Specific Plan area includes project-specific storm drainage improvements to modify peak flows such that they do not exceed pre-development flows. The storm drain facilities associated with transportation improvements will be constructed with the roadways; as such, storm drain costs are included in the transportation improvement cost estimates. All other drainage improvements associated with the subdivision are not included in the Plan Area Fee but borne by the developer.
3. **Water:** Adequate water supply, treatment and transmission improvements will be provided for each stage of development within the Specific Plan area by EID. One major water infrastructure included are eight to 24-inch pipes connecting water to the Bass Lake Hills school site from the existing water distribution network located at Hollow Oak Road and Bass Lake Road. Total water costs for the line to be constructed in Hollow Oak west of Bass Lake Road (Segment E-F) and Silver Dove Way south of Hollow Oak (Segment E-Q), including right-of-way and engineering, are estimated at \$890,000. The builder of these lines maybe be eligible for reimbursement from EID for construction of water lines that are not discussed in this PFFP but benefit other properties.
4. **Sewer:** The Specific Plan area is bifurcated into western and eastern sewer sheds. The western sewer shed flows into the South Upland Sewer Line which flows to the El Dorado Hills Wastewater Treatment Plant. The western shed comprises about three-quarters of the Specific Plan area and will directly benefit from the utility easement extending west of the Specific Plan area and the main sewer line extending west through Serrano Village C-2 that will connect the Specific Plan to the South Uplands Sewer Line in the PFFP. Total sewer costs for the western shed area are estimated at \$2.8 million. The eastern sewer shed area will connect to the existing sewer system located in the Southeast portion of the Specific Plan adjacent to the Cameron Park area that runs to the Deer Creek Wastewater Treatment Plant. The eastern sewer shed will be exempt from paying the sewer component of the Plan Area Fee because it will not be connecting to the sewer line that will run west of the Specific Plan area.

To the extent subdivision development requires construction of sewer lines that are not contemplated in this PFFP but that benefit other properties, the builder of those lines may be eligible to enter into a reimbursement agreement with EID to collect reimbursement from developers benefitting from such sewer facilities.

### *Other Public Facilities*

1. Parks, Open Space and Trails: The Specific Plan includes parks and trails anticipated for both private and public use. The park facilities will be constructed by the EDHCSD or at its direction based on the demand for such facilities and the availability of park development fees. Some park facilities (ie. turn-key parks) will be constructed by developers as part of individual subdivision development in subsequent years and may receive park fee credit as part of park development agreements. Park land will be dedicated to the EDHCSD or Quimby fees will be paid with the filing of each Final Map. Designated open space areas, which may be privately owned and maintained by the subdivision's home owners association or owned by a public entity, may be dedicated as required per project-specific conditions of approval and/or wetlands mitigation programs. Open space that is dedicated to EDHCSD or another public entity such as the Cameron Park Community Service District is eligible for park fee credit as part of a park development agreement. No park, trail, or open space funding is included in the Plan Area Fee.

2. Public Safety: The El Dorado Hills Fire Department will provide public safety services and facilities to nearly the entire Specific Plan pursuant to payment of public safety impact fees due at issuance of building permits. The Cameron Park Fire District will provide public safety to the Bell Woods project in the Specific Plan area. The combination of impact fees and the previous dedication of the El Dorado Hills Community Services District fire station site will mitigate the Specific Plan's fair share of public safety facilities.

3. Schools: The Specific Plan area includes two school sites. One site was previously acquired and dedicated to the Buckeye Union Elementary School District. The other site was acquired by the Rescue Elementary School District and is located on the east side of Bass Lake Hills Road at the north end of the Plan Area. Individual subdivisions within the Specific Plan will pay school fees to the Buckeye Union Elementary School District or Rescue Elementary School District, as well as the El Dorado Unified High School District to mitigate for the Specific Plan area's impact on schools.

### Funding Strategy and Financing Mechanism

The PFFP discusses a variety of potential strategies and mechanisms for financing the improvements serving the BLHSP. As discussed below, some of these strategies include the use of an Assessment District (AD) such as Mello Roos CFD as an example of Land Secured Financing, application of development impact fees, use of area fee program, and Credit and Reimbursement agreements.

1. Land Secured Financing: Land secured financing for public facilities generally involve AD's or CFD's. The Mello Roos Community Facilities District Act of 1982 (Act) established a means to finance certain public facilities through the sale of CFD bonds. A Mello Roos tax can be used to finance the purchase, construction, expansion, improvement or rehabilitation of real property with a useful life of five years or more, consistent with County financing policies and allows the County to enter into a Joint Community Facilities Agreement for the financing of other agency, such as EID, improvements. Mello Roos proceeds can also be used to pay impact fees and a special tax can be established to fund the operation and maintenance of public improvements and services. Given the

flexibility that would be required to meet the unique needs within the Specific Plan for a specific project, and as briefly referenced above and detailed in Exhibit E, Community Facilities District No.2018-1 (Bass Lake Hills) was adopted by the Board of Supervisors on August 28, 2018 for the financing of the acquisition and construction of authorized facilities in the CFD, subject to levying of an adopted special tax (Exhibit I-Special Tax Lien Bass Lake Hills CFD No.2018-1). The CFD was based on a preliminary analysis of the anticipated Specific Plan product type, unit count, unit price and home size as well as existing and anticipated taxes and assessments (see Appendix B of PFFP). The CFD analysis is consistent with the requirements identified in the Act and local policies.

Alternatively, a Statewide Community Infrastructure Program (SCIP) financing may also be pursued to provide funding for Public Improvements and impact fees. SCIP is a financing program that enables developers to pay most impact fees and finance public improvements through an acquisition agreement that qualify under the 1913/1915 Act (excluding school fees) via tax-exempt bond issuance proceeds. As most local agencies require developers to pay impact fees prior to obtaining a permit, SCIP's can be used to directly prepay these fees or, alternatively, to reimburse the developer after fee payment. The program can be used to enable developers to pay for, or be reimbursed for, all eligible impact fees or for a single impact fee.

2. Development Impact Fees: Development impact fees may be used to finance regional or County-wide facilities. These fees are used to pay for the costs of public facilities associated with new development. Fees are typically fully paid prior to issuance of each residential building permit within the subject subdivision. Depending on the adopted program, applicable fees may be charged to fund traffic impact mitigation measures, water and sewer facilities (EID), and public buildings including schools (Buckeye Elementary and El Dorado High School), police (Sheriff's Office) and fire facilities (El Dorado Hills and Cameron Park Fire Departments). If public facilities fall within an agency's development impact fee program, a developer that installs or constructs Public Improvements will be eligible for credit or reimbursement against such fee obligation. This updated PFFP includes a fee program to collect fees for facilities that are built and benefit the plan area.

3. Credits and Reimbursements: A developer may be entitled to either reimbursement or fee credit, subject to the credit/reimbursement provisions within the applicable fee program and a credit/reimbursement agreement to the extent:

- Developer pays or contributes more than is required to serve their project or mitigate actual impacts from the Specific Plan;
- Developer is required to advance the funding for or otherwise construct Public Improvements earlier than is required to serve the Specific Plan; or
- Developer mitigates actual impacts from the Specific Plan.

In accordance with conditions of approval for the Bell Ranch, Bell Woods and Hawk View subdivisions, the developer has advanced several public infrastructure projects that fall within the County's Traffic Impact Mitigation (TIM) Fee program. The improvements include the realignment of Country Club Drive and Bass Lake Road (Project No.71360) and the U.S. Highway 50/Bass Lake Road Eastbound Off Ramp Intersection Signalization (Project No. 73367). As the costs of these improvements are subject to reimbursement, a TIM Fee Credit and Reimbursement Agreement (AGMT 19-54921) (Exhibit F), was approved by the Board of Supervisors on January 7, 2020 detailing credits and reimbursements from the Traffic Impact Mitigation fee program.

Additionally, the developer has been conditioned to provide certain facilities falling within the Bass Lake Hills Specific Plan PFFP fee program. These improvements include, the construction of North Silver Dove Way, Morrison Road, grading for a bicycle/pedestrian path and park & ride, acquiring necessary right-of-way and water line design. As these facilities are nearing completion, staff will be bringing forward for the Board’s consideration and approval a separate PFFP Credit and Reimbursement Agreement (AGMT #20-54961) to reimburse the developer for those costs.

BLHSP PFFP Costs Breakdown and Net Burden

Table 2 (Pages 7 through 8 of the PFFP- Exhibit G) summarizes the improvement costs estimated at approximately \$38,131,968 based on the CIP (Appendix A). This figure consists of the approximately \$17.6 million of improvements associated with the County’s CIP/TIM fee program and \$20.5 million of improvements to be financed by the Plan Area Fee. These estimates do not include the cost of in-tract and other subdivision specific improvements. Below is a summary of the estimated cost per dwelling unit:

- **Major Roadways CIP/TIM Improvements**
  - Subtotal: \$17,568,500
  - Per Dwelling Unit Cost (based on the remaining 1,359 units in the BLHSP): \$12,928/unit (Included within County TIM Fee program, not a PFFP Plan Area Fee)
  
- **Bass Lake Hills Specific Plan PFFP**
  - Subtotal: \$20,563,468
    - Bass Lake Hills PFFP Transportation Improvements (Roadways, Enhancements and Ancillary Facilities): \$17,416,273
      - Per Dwelling Unit Cost (based on the remaining 1,359 units in the BLHSP with Administration Cost): \$12,816
    - Bass Lake Hills PFFP Sewer Improvements (Western Shed): \$3,044,202
      - Per Dwelling Unit Cost (based on 1,043 dwelling units with Administration Cost): \$2,919
    - Bass Lake Hills PFFP Sewer Improvements (Eastern Shed); No additional cost
    - Bass Lake Hills PFFP Water Improvements: \$925,532
      - Per Dwelling Unit Cost (based on the remaining 1,359 units in the BLHSP with Administration Cost): \$681/unit
  - Bass Lake Hills PFFP Plan Area Fee (Combined Total)
    - Western Shed Area: \$16,415/Unit
    - Easter Shed Area: \$13,497 / Unit

The quantified per dwelling unit BLHSP fee was analyzed and verified in the Bass Lake Hills Area Fee Program Nexus Study included in the PFFP as Appendix C. The preliminary amount of costs allocated to a residential land use should be equitably relative to the benefit received by the respective land use which is depicted in Table 6 of the nexus study. Staff proposes to bring back for the Board’s approval the updated BLHSP PFFP Fee at a subsequent hearing.



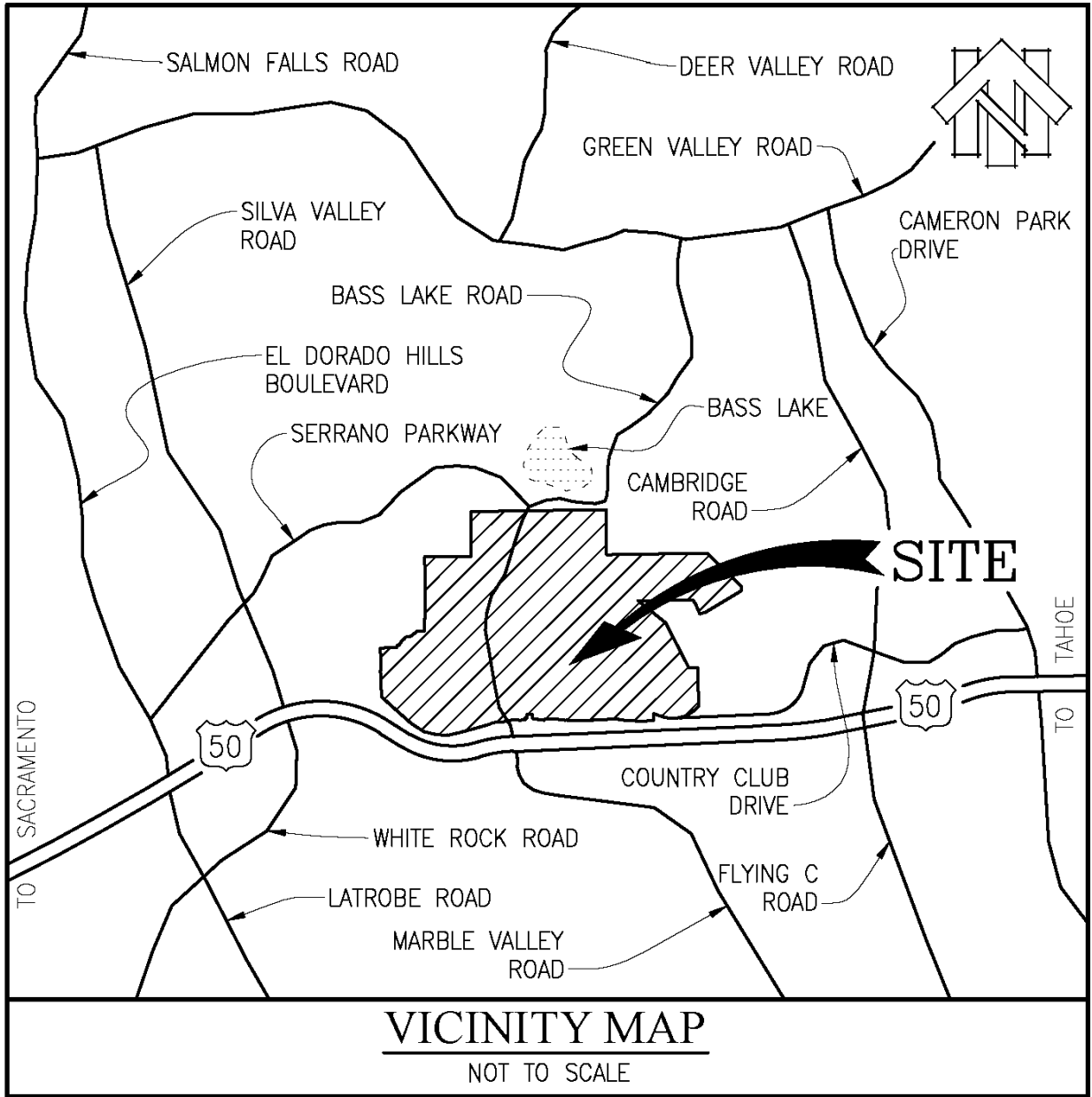
**Conclusion and Recommendation**

Staff is recommending that the Board approve the BLHSP PFFP and direct staff to bring forward an action to adopt the BLHSP PFFP Fee. The Updated BLHSP PFFP has been prepared to provide sufficient information to evaluate the public improvement and impact fee cost burden associated with developing the Specific Plan area. Like most large developments, the advancement of critical infrastructure and facilities will be delivered with the understanding that reimbursements will be available to assist with project feasibility. The feasibility of a project is evaluated by understanding the burden of infrastructure to specific land uses. Without establishing the updated financing plan that provides the initial development entities with fee credits and/or reimbursements or other methods of financing, financial burdens can be cost prohibitive to project development. Establishing this strategic financial plan that outlines the timing and amount of infrastructure required for the project, identifies the respective development end-user’s responsible for funding its fair share of the infrastructure, and a comprehensive fee credit and/or reimbursement program that provides the opportunity for equitable and feasible project development ensures the efficient and effective implementation of necessary infrastructure within the Specific Plan area.

**ATTACHMENTS**

- Exhibit A.....Location Map
- Exhibit B.....BLHSP Land Use Map
- Exhibit C..... BLHSP PFFP Improvement Phasing Plan
- Exhibit D.....Approved Hawk View, Bell Ranch, Bell Woods Tentative Map, Condition of Approval and Development Agreement
- Exhibit E..... Executed Bass Lake Hills CFD No.2018-1Agreement
- Exhibit F..... Executed Bass Lake Road/Country Club Drive Credit and Reimbursement Agreement (AGMT No.19-54921)
- Exhibit G.....Bass Lake Hills Specific Plan 2018 Public Facilities Financing Plan (Revised December 2020)
- Exhibit H.....Summary Comparison of 2018 PFFP (Revised December 2020) and 2004 PFFP
- Exhibit I..... Special Tax Lien Bass Lake Hills CFD No.2018-1

Figure 1 - Location



## EXHIBIT A- LOCATION MAP

**LANDUSE DESIGNATION**

- H4PD** = HIGH DENSITY RESIDENTIAL PLANNED DEVELOPMENT  
NUMBER 4 UNITS PER ACRE AVERAGE DENSITY
- H3PD** = HIGH DENSITY RESIDENTIAL PLANNED DEVELOPMENT  
NUMBER 3 UNITS PER ACRE AVERAGE DENSITY
- MFD** = MEDIUM DENSITY RESIDENTIAL PLANNED DEVELOPMENT  
NUMBER 1.75 UNITS PER ACRE AVERAGE DENSITY
- L7PD** = LOW DENSITY RESIDENTIAL PLANNED DEVELOPMENT  
NUMBER 0.7 UNITS PER ACRE (1.42 ACRES PER UNIT) AVERAGE DENSITY
- L2PD** = LOW DENSITY RESIDENTIAL PLANNED DEVELOPMENT  
NUMBER 0.4 UNITS PER ACRE (2.5 ACRES PER UNIT) AVERAGE DENSITY
- P** = PARK AND RECREATION
- F** = FIRE STATION SITE
- C** = COMMERCIAL CENTER

**SYMBOL LEGEND**

- = SPECIFIC PLAN BOUNDARY
- = VILLAGE AND VILLAGE DESIGN LINE
- = VILLAGE DESIGN WHERY SURE VILLAGE
- = VILLAGE BOUNDARY
- = STREET RIGHT-OF-WAY
- = SODIC CORRECTOR
- = PROPOSED ACCESS

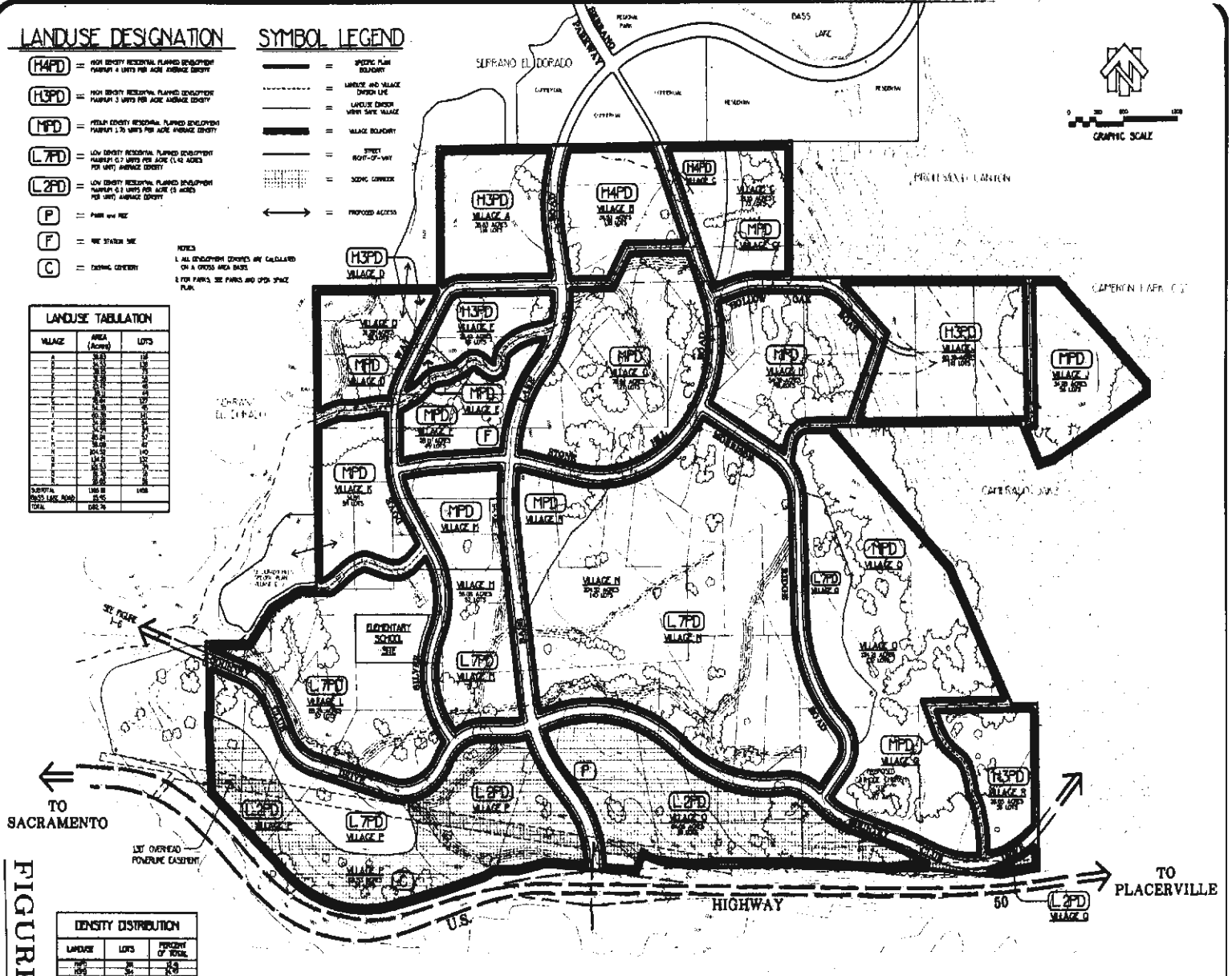
**NOTES**  
 1. ALL DEVELOPMENT DENSITIES ARE CALCULATED ON A CROSS AREA BASIS.  
 2. FOR PARKS, SEE PARKS AND OPEN SPACE PLAN.

**LANDUSE TABULATION**

VILLAGE	AREA (ACRES)	LOTS
VILLAGE A	100.00	100
VILLAGE B	100.00	100
VILLAGE C	100.00	100
VILLAGE D	100.00	100
VILLAGE E	100.00	100
VILLAGE F	100.00	100
VILLAGE G	100.00	100
VILLAGE H	100.00	100
VILLAGE I	100.00	100
VILLAGE J	100.00	100
VILLAGE K	100.00	100
VILLAGE L	100.00	100
VILLAGE M	100.00	100
VILLAGE N	100.00	100
VILLAGE O	100.00	100
VILLAGE P	100.00	100
VILLAGE Q	100.00	100
VILLAGE R	100.00	100
VILLAGE S	100.00	100
VILLAGE T	100.00	100
VILLAGE U	100.00	100
VILLAGE V	100.00	100
VILLAGE W	100.00	100
VILLAGE X	100.00	100
VILLAGE Y	100.00	100
VILLAGE Z	100.00	100
<b>TOTAL</b>	<b>2000.00</b>	<b>2000</b>

**DENSITY DISTRIBUTION**

LANDUSE	LOTS	PERCENT OF TOTAL
H4PD	100	5.00%
H3PD	100	5.00%
MFD	100	5.00%
L7PD	100	5.00%
L2PD	100	5.00%
P	100	5.00%
F	100	5.00%
C	100	5.00%
<b>TOTAL</b>	<b>2000</b>	<b>100.00%</b>



**BASS LAKE HILLS SPECIFIC PLAN  
 LAND USE DIAGRAM**

**cta** COOPER, THORNE & ASSOCIATES, INC.  
 Civil Engineering & Land Development  
 1000 North Street, Suite 100  
 South County, CA 95040  
 408-254-1100 / FAX 408-254-1107

**FIGURE 3-1**

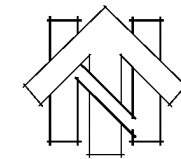
**EXHIBIT B - BLHSP Land Use Map**

# BASS LAKE HILLS PHASE 1A & PHASE 2 IMPROVEMENT EXHIBIT

EL DORADO COUNTY, CALIFORNIA

SCALE: 1"=400'

SEPTEMBER, 2016



0 200' 400' 800'  
SCALE: 1" = 400'



### LEGEND

- HAWK VIEW IMPROVEMENTS
- BASS LAKE NORTH IMPROVEMENTS
- BELL WOODS IMPROVEMENTS
- BELL RANCH IMPROVEMENTS
- PREVIOUSLY IMPROVED ROAD
- HOLY TRINITY CHURCH
- BUCKEYE SCHOOL SITE
- FIRE STATION
- COMMON IMPROVEMENTS

NOTE:  
HWY 50 IMPROVEMENTS INCLUDE: OFF-RAMP WIDENING,  
AND RE-STRIPING UNDER OVERCROSSING

Exhibit C - BLHSP PFFP Improvement Phasing Plan

TO SACRAMENTO

TO PLACERVILLE

**cta** Engineering & Surveying  
Civil Engineering ■ Land Surveying ■ Land Planning  
3233 Monier Circle, Rancho Cordova, CA 95742  
T (916) 638-0919 ■ F (916) 638-2478 ■ www.cta.com

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

**OWNER OF RECORD**

HAWK VIEW PARTNERS  
 PHIL ROWE  
 1544 ARBUTUS DRIVE  
 WALNUT CREEK, CA. 94596

**APPLICANT**

HAWK VIEW JOINT VENTURE  
 C/O N.C. BROWN DEVELOPMENT, INC.  
 6601 RANCHO WOOD COURT  
 FAIR OAKS, CA 95628

**ENGINEER**

COOPER, THORNE AND ASSOC., INC.  
 3233 MONIER CIRCLE  
 RANCHO CORDOVA, CALIFORNIA

**MAP SCALE**

1" = 50'

**CONTOUR INTERVAL**

CONTOUR INTERVAL = 2'

**SOURCE OF TOPOGRAPHY**

AERIAL PHOTOGRAPHY

**SECTION, TOWNSHIP and RANGE**

A PORTION OF THE SOUTH 1/2 SECTION 31, T. 10 N., R. 9 E. M.D.M.

**ASSESSOR'S PARCEL NUMBER**

103-080-01

**PRESENT ZONING**

RE-10

**PROPOSED ZONING**

R1-PD

**TOTAL AREA**

40.10 ACRES

**TOTAL NUMBER OF PARCELS**

114 SINGLE FAMILY LOTS

7 LETTERED LOTS

121 TOTAL LOTS

**MINIMUM PARCEL AREA**

6,476 SF. (RESIDENTIAL)

**MAXIMUM PARCEL AREA**

29,789 SF. (RESIDENTIAL)

**WATER SUPPLY and**

**SEWAGE DISPOSAL**

EL DORADO IRRIGATION DISTRICT

**PROPOSED STRUCTURAL**

**FIRE PROTECTION**

EL DORADO HILLS COUNTY WATER DISTRICT (FIRE DEPT.)

**DATE OF PREPARATION**

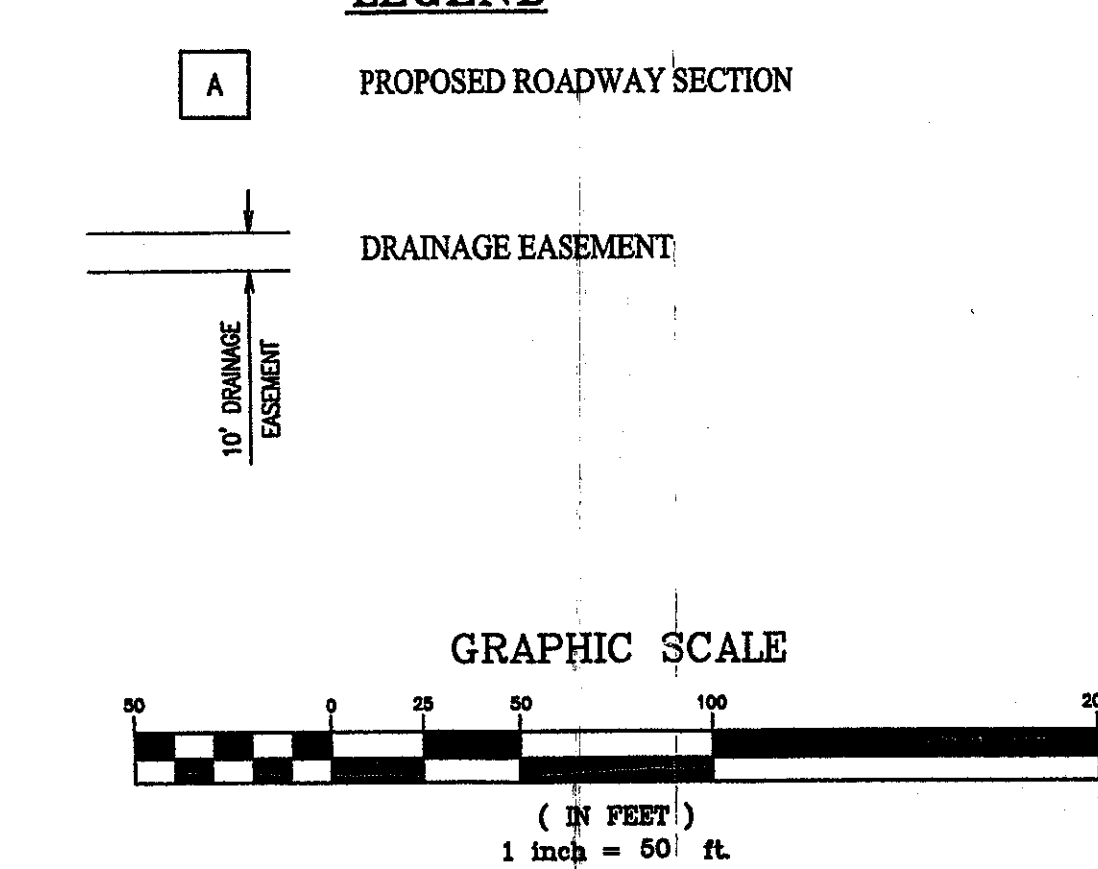
JUNE, 2000

REVISED MAY, 2002 - REVISED AUGUST, 2004

**PHASING PLAN NOTICE**

THE FILING OF MULTIPLE FINAL MAPS WILL BE COMPLETED FOR THIS PROJECT. THIS PHASING PLAN IS APPROXIMATE ONLY AND BY PROVIDING THIS NOTICE, THE SUBDIVIDER SHALL NOT BE REQUIRED TO DEFINE THE NUMBER OR CONFIGURATION OF THE PROPOSED MULTIPLE FINAL MAPS. (PER THE SUBDIVISION MAP ACT, 2002 EDITION, SECTION 66456.1)

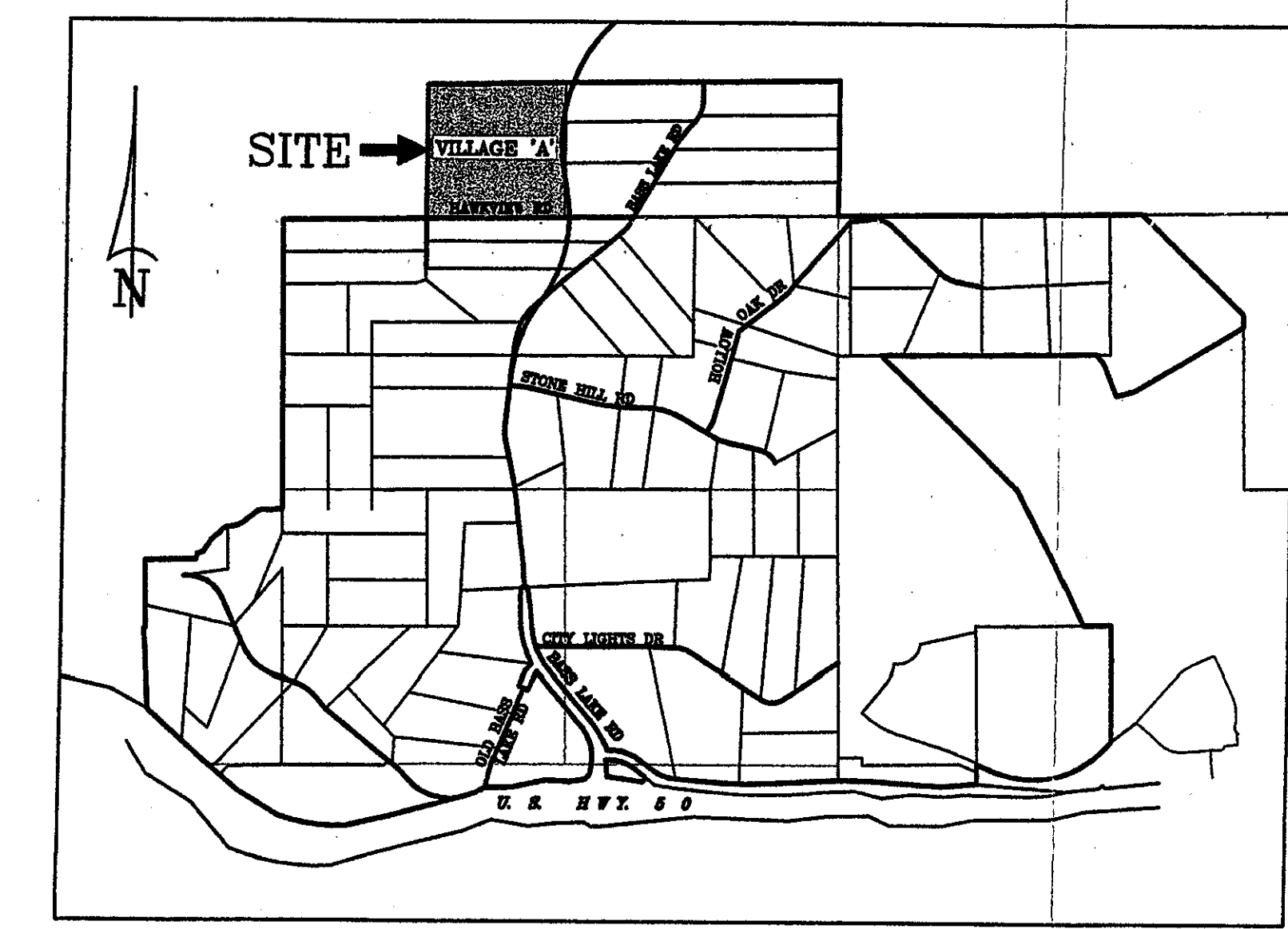
**LEGEND**



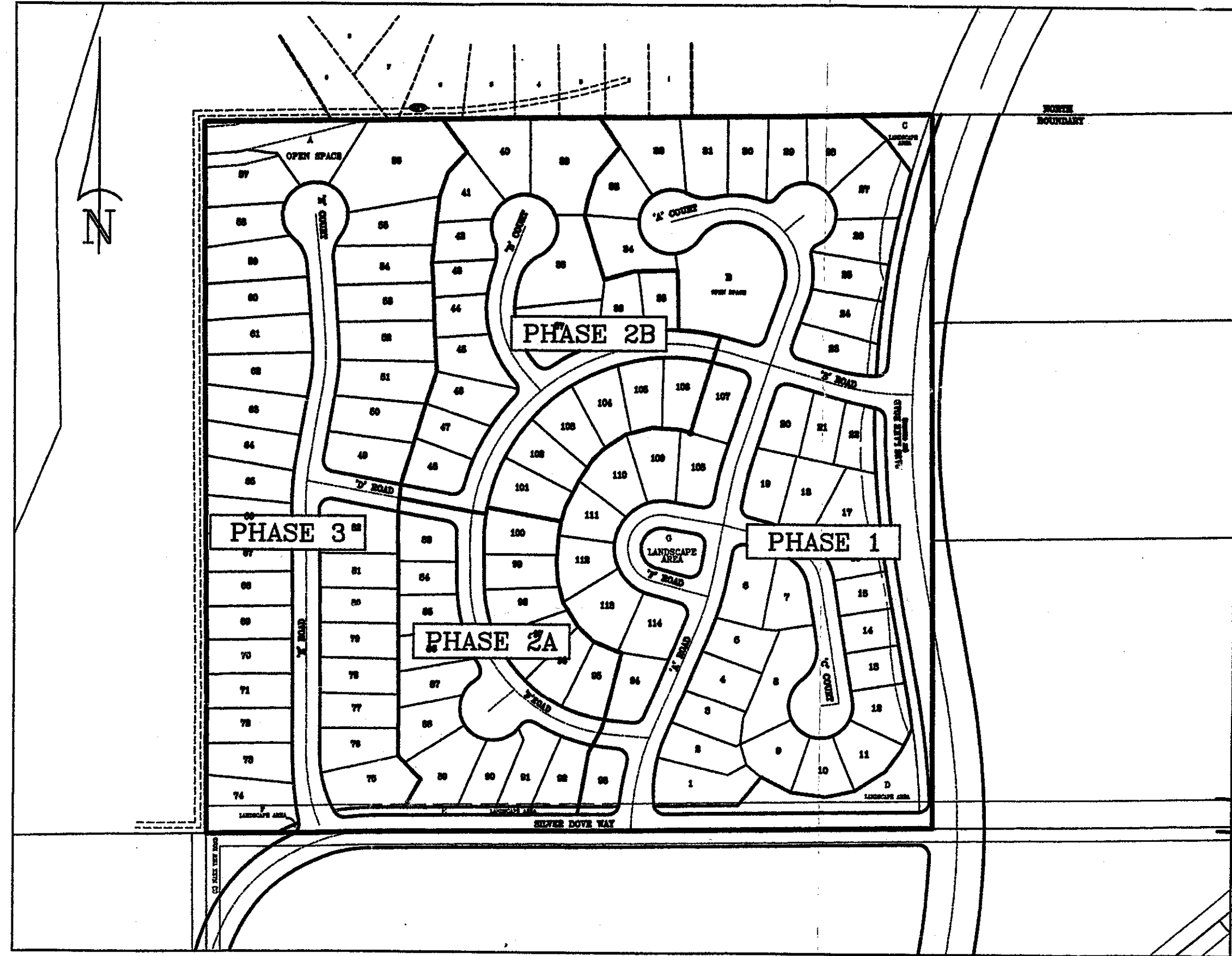
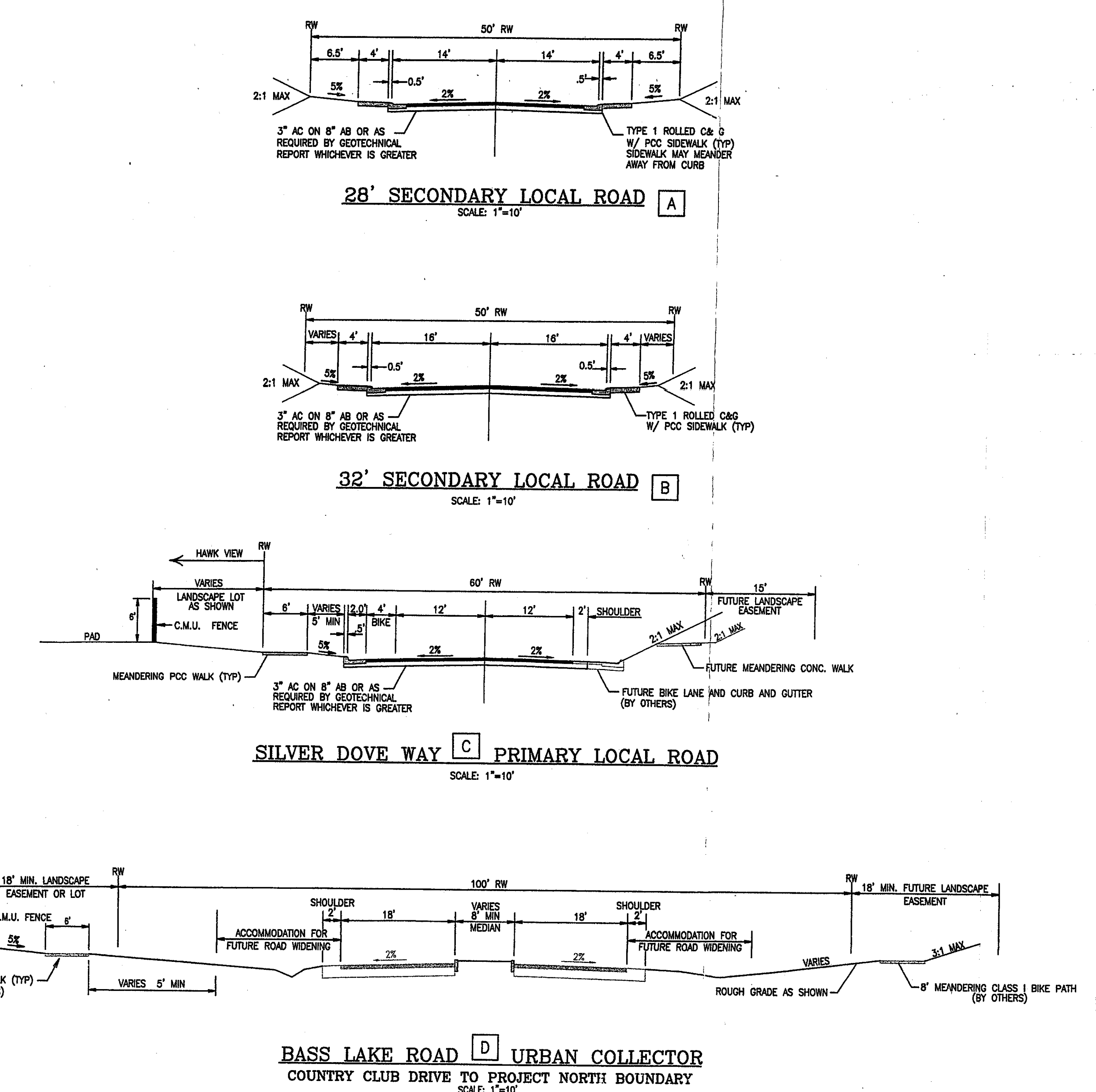
**ENGINEERS CERTIFICATE**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE LAND DEVELOPMENT KNOWN AS HAWK VIEW (VILLAGE 'A') HAS BEEN DESIGNED ACCORDANCE WITH THE SPECIFICATIONS AND GUIDELINES ESTABLISHED BY THE COUNTY OF EL DORADO.

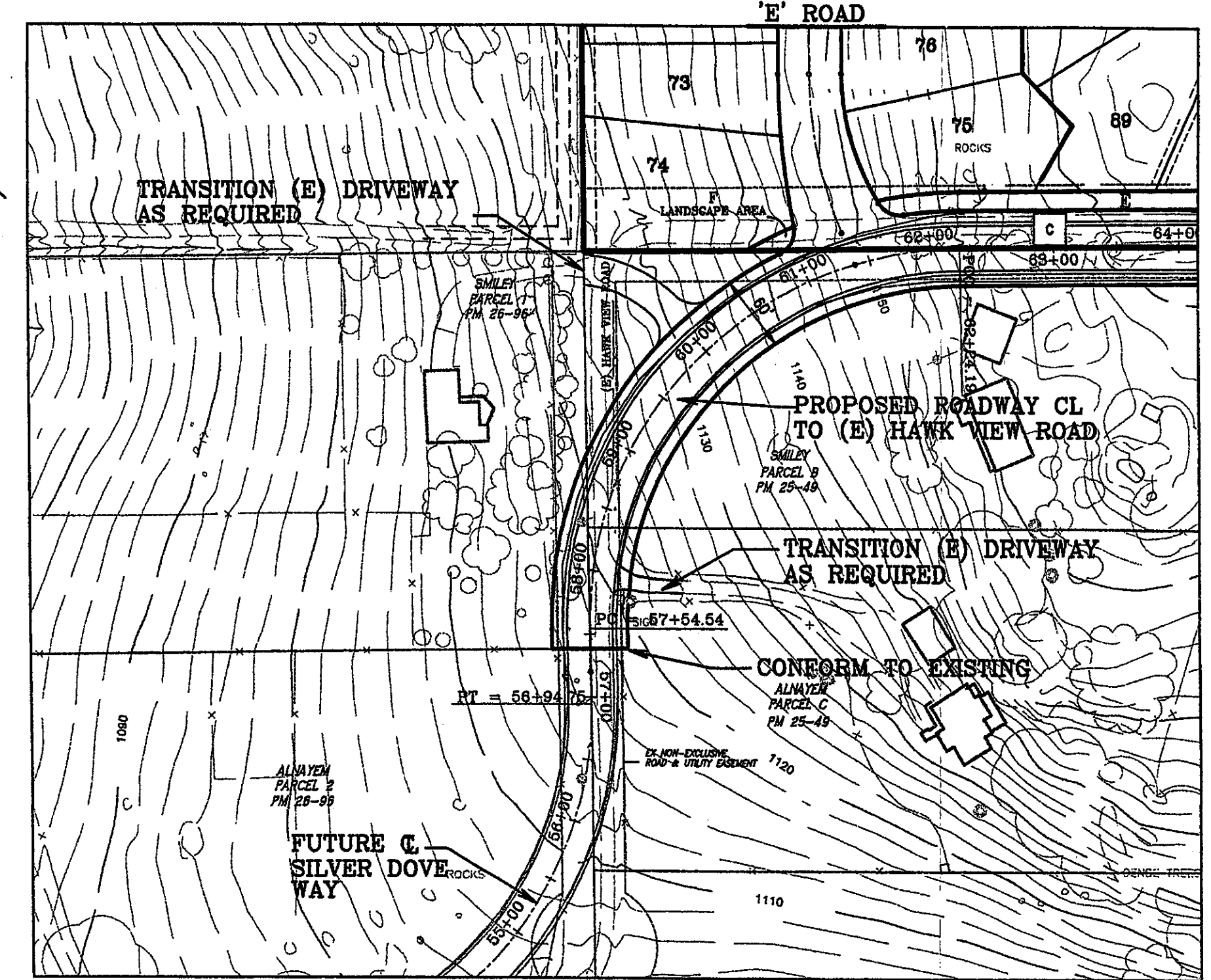
*[Signature]*  
 DAVID R. CROSBRIOL R.C.E. 34520  
 9-1-04 DATE



VICINITY MAP  
 BASS LAKE HILLS SPECIFIC PLAN AREA  
 SCALE: 1" = 1500'



HAWK VIEW PHASING PLAN  
 SCALE: 1" = 200'



PROPOSED ALIGNMENT  
 SILVER DOVE WAY TO HAWK VIEW ROAD  
 SCALE: 1" = 100'

**LOT ACREAGE BREAKDOWN**

SINGLE FAMILY LOTS	= 28.00 AC
PRIMARY LOCAL ROAD	= 0.81 AC
SECONDARY LOCAL ROAD	= 7.28 AC
URBAN COLLECTOR	= 1.56 AC
OPEN SPACE / LANDSCAPE	= 2.45 AC
<b>TOTAL ACREAGE</b>	<b>= 40.10 AC</b>

**COOPER, THORNE & ASSOCIATES, INC.**  
 Civil Engineering & Land Surveying  
 3233 Monier Circle, Suite 1  
 Rancho Cordova, CA 95742  
 (916) 638-0919 / FAX 638-2479

APPROVED  
 EL DORADO COUNTY  
 PLANNING COMMISSION 2005  
 DATE 12/22/05  
 BY [Signature]  
 ENGINEERING SECRETARY

**Conditions of Approval**

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

The project description is as follows:

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

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

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

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

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

***Development Plan***

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

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

5. Pursuant to Item 9.3.1 of the Bass Lake Hills Specific Plan, the applicant shall agree to reimbursement of El Dorado County for the preparation, adoption, administration, and CEQA mitigation monitoring of the Plan. Fees will be assessed prior to the recordation of the final map and must be paid in full prior to issuance of the first building permit.
6. Consistency with County Codes and Standards: The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual (as may be modified by these Conditions of Approval or by approved Design Waivers) from the County Transportation Division, and pay all applicable fees prior to filing of the final map.

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

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

7. The developer shall enter into an Improvement Agreement with the County and provide security to guarantee performance of the Improvement Agreement as set forth within the County of El Dorado Major Land Division Ordinance.
8. The final map shall show all utility, road, and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.

9. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.
10. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.
11. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible Fire Protection District. The emergency vehicle circulation and the location of hydrants shall be shown on the improvement plans, which shall be subject to the approval of the Fire Protection District.
12. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and the Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. If archaeological artifacts are discovered, the developer shall retain an archaeologist to make recommendations for the treatment of the artifacts. Treatment of Native American remains or archaeological artifacts shall be the responsibility of the developer and shall be subject to the review and approval of the County Development Services Director.

### **Roads**

13. This project is subject to El Dorado County fee programs. Said fee shall be due upon the issuance of a building permit. If prior to the application for a building permit for said project a revised fee is established, such revised amount shall be paid.
14. Encroachment Permit(s): The applicant shall obtain an encroachment permit from the County and shall construct the project roadway encroachments to the following Standards:  
  
“B-Road” access to Bass Lake Road – Construct to Standard Plan 103D.  
“A-Road” access to Silver Dove Way – Construct to Standard Plan 103C.  
“E-Road” access to Silver Dove Way – Construct to Standard Plan 103C.
15. Off-site Improvements (Acquisition): As specified elsewhere in these Conditions of Approval, the applicant is required to perform off-site improvements. If the applicant does not secure, or cannot secure sufficient title or interest for lands where said off-site improvements are required, and prior to filing of any final or parcel map, the applicant shall enter into an agreement with the County pursuant to Government Code Section 66462.5. The agreement will allow the County to acquire the title or interests necessary to complete the required off-site improvements. The Form, Terms and Conditions of the agreement are subject to review and approval by County Counsel.



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

16. Vehicular Access Restriction: A vehicular access restriction shall be designated along Bass Lake Road and Silver Dove Way for the frontage of the project except for the proposed roadway access points.
17. Road Design Standards: The applicant shall construct all roads in conformance with the County Design and Improvements Standards Manual (DISM) and the Bass Lake Hills Specific Plan (BLHSP), modified as shown on the Tentative Map and as presented in Table 1 (the requirements outlined in Table 1 are minimums):

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

ROAD NAME	REFERENCE	ROAD WIDTH	EXCEPTIONS/NOTES
	condition.		
Project Cul-de-sacs (A, B, C, and E Courts)	Specific Plan and Std. Plans 101B	28 feet (50 foot R/W), plus utility/ slope easements	Type 1 rolled curb and gutter with 4 foot sidewalks (see note R-1 below)

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

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

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

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

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

19. Bus turnouts and shelters shall be constructed at locations required by El Dorado Transit and the appropriate school district.
20. A secondary access road, providing permanent or temporary looped circulation for each phase of development, shall be constructed prior to the first building permit being issued for any residential structure except where the issuance of building permits is for model homes, which shall be unoccupied. Such looped circulation shall be subject to the approval of, or may be modified by, the El Dorado Hills Fire District.
21. Bass Lake Specific Plan Primary Local Roads: Silver Dove Way shall be constructed from "E-Road" to Bass Lake Road adjacent to the project. Silver Dove Way is identified in the BLHSP as a Primary Local Road, and is subject to the provisions of the PFFP.

22. The Project shall construct a left turn pocket on Bass Lake Road at the “B-Road” access, subject to review and approval of the Transportation Division. At the option of the developer, this access may be constructed as a right-in, right-out only access, in which case no left turn pocket shall be required.
23. Maintenance Entity: The proposed project must form an entity for the maintenance of public and private roads and drainage facilities. If there is an existing entity, the property owner shall modify the document if the current document does not sufficiently address maintenance of the roads of the current project. Transportation Division shall review the document forming the entity to ensure the provisions are adequate prior to filing of the final map.

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

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

24. Off-Site Improvements - Specific Plan Urban Collectors and Major Transportation Facilities:
  - A. The Project shall be responsible for design, Plans, Specifications and Estimate (PS&E), utility relocation, right of way acquisition, and construction of improvements to Bass Lake Road from US50 to the realigned Country Club Drive (aka Tierra De Dios, aka City Lights Drive). This segment is identified as "B" to "H" on the BLHSP Area Public Facilities Financing Plan (PFFP) Exhibits, and includes the following assumptions:
    - i. Is a portion of the 2015 County Capital Improvement Program (CIP) Project #66109;
    - ii. Is a BLHSP Urban Collector;
    - iii. Grading will be consistent with the ultimate 4-lane facility;
    - iv. Construct a divided two lane highway with median, 18 Feet of pavement in each direction. Typical section as shown on approved Tentative Map.
    - v. It is recognized that Bass Lake Road will require improvements for some distance north of the realigned Country Club Drive Intersection to achieve conformance of the revised profile with the existing roadway. The exact distance is to be determined with the final Improvement Plans.
    - vi. The reconstruction shall generally be consistent with the alignment and profile shown on the improvement plans entitled, Bass Lake Road Reconstruction from Highway 50 to Hollow Oak Road, Project #66109, approved by the County Engineer on June 20, 2007, and modified to accomplish the anticipated work required at this time.

- vii. The project plans shall include conduits for future landscape irrigation and electrical lines.
- B. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the new Country Club Drive (aka Tierra De Dios) on an alignment substantially consistent with the BLHSP, and includes the following assumptions:
- i. Is identified in the 2015 County CIP as Project #GP126;
  - ii. Is a BLHSP Urban Collector;
  - iii. Is a two-lane road, 36 feet in width (plus left turn pockets);
  - iv. Has a 35-40 mph design speed, and;
  - v. Includes conversion of the existing segment of Country Club Drive into a Class I bike path / Multi-use trail: Approximately 100 feet of pavement will be removed at either end; A new paved trail eight (8) feet in width shall be placed at each end to provide connectivity to adjacent facilities; Bollards shall be installed to prevent motor vehicle access; striping and signing shall be provided subject to review and approval by TD.
- C. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the realignment of Country Club Drive at its existing intersection with Tierra De Dios Drive (east end of Tierra De Dios Drive) consistent with the intent of the BLHSP, and includes the following assumptions:
- i. Is a BLHSP Urban Collector;
  - ii. Is a two-lane road, 36 feet in width, and;
  - iii. Has a 35-40 mph design speed.
- D. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of intersection improvements at the intersection of Bass Lake Road and the realigned Country Club Drive Intersection, and includes the following assumptions:
- i. Northbound approach to include one through lane and a 200 foot right turn lane;
  - ii. Southbound approach to include one through lane and a 300 foot left turn lane;
  - iii. Westbound approach to include one through lane and a 300 foot left turn lane, and;
  - iv. Signalization of the intersection of Bass Lake Road and the realigned Country Club Drive.
- E. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of improvements at the intersection of Bass Lake Road and the US50 at Bass Lake Road interchange ramps, and includes the following assumptions:

- i. Eastbound ramp / Bass Lake Road intersection
    - a. Widen / restripe eastbound off-ramp to provide two approach lanes for a distance of 240 feet;
    - b. Widen / restripe Bass Lake Road to provide two lanes northbound, and one lane southbound from eastbound ramp to westbound ramp, and;
    - c. Signalize eastbound off-ramp terminus intersection with Bass Lake Road.
  - ii. Westbound ramp / Bass Lake Road intersection
    - a. Provide two northbound approach lanes (see item 3.E.i.b above);
    - b. Provide free-right lane from westbound off-ramp to northbound Bass Lake Road (existing configuration);
    - c. Provide departure merge lane northbound Bass Lake Road (merging two lanes into one);
    - d. Provide one southbound approach lane, and one 300-foot right-turn lane to westbound on-ramp, and;
    - e. Side Street Stop Control (existing).
  - iii. Timing of US50 at Bass Lake Road interchange ramp Improvements
    - a. In order to ensure proper timing of the construction of the improvements identified for the US50 at Bass Lake Road interchange ramps, the subdivider shall perform a supplemental traffic analysis in conjunction with each final map application to determine Level of Service (LOS) of the interchange and ramps, to include existing traffic plus traffic generated by each final map.
    - b. If the supplemental traffic analysis indicates that the County's LOS policies would be exceeded by the existing traffic plus traffic generated by that final map, the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.
    - c. If the County's LOS policies are not exceeded upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the installation of proposed roadway improvements. In which case, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.
    - d. If the necessary improvements are constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the projects proportionate fair share towards mitigation of this impact.
- F. Financing and Reimbursement
- i. Project may be reimbursed for the costs of any improvements listed above in items A through E, to the extent such improvements are included in the County's Traffic Impact Mitigation (TIM) Fee Program, in accordance with the County's TIM Fee Reimbursement Guidelines, and subject to a Road Improvement and Reimbursement Agreement between the Project and the County.
  - ii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by the County in a Road Improvement and Reimbursement / Credit Agreement, the Project may receive full or partial credit

for the cost of the work against TIM Fees that would otherwise be paid at issuance of building permits.

- iii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by County in a Road Improvement and Reimbursement / Credit Agreement, the Project may provide funding and Bid-Ready PS&E to County, for bidding and construction management by County.
  - iv. If any improvements are included in the BLHSP PFFP, such improvements may be credited to the project or eligible for reimbursement from the PFFP funds.
- G. With respect to the improvements to the public roadways required in this condition, either one of the following shall be done prior to issuance of a building permit: (a) the subdivider shall be under contract for construction of the required improvements with proper sureties in place, or (b) the subdivider shall have submitted to the County a bid-ready package (PS&E) and adequate funding for construction.
- H. The following requirements apply to all traffic signals identified in this condition.

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

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

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

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

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

## **Drainage**

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

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

27. Drainage (Cross-Lot): Cross lot drainage shall be avoided wherever possible. When concentrated cross lot drainage does occur or when the natural sheet flow drainage is increased by the project, it shall be contained within dedicated drainage easements. This drainage shall be conveyed via closed conduit or open channel, to either a natural drainage course of adequate size or an appropriately sized storm drain system. The Grading and Improvement plans shall show drainage easement for all on-site facilities where required.
28. The edge condition and grading along the Bass Lake Road frontage shall be completed in substantial conformance with the proposed tentative map revisions as shown on the Hawk View Bass Lake Road Frontage Modification exhibit dated January 2015.
29. The final map shall show all drainage easements consistent with the County of El Dorado Drainage Manual, the project final drainage plan, and the project improvement plans.
30. The subdivider shall obtain irrevocable Offers of Dedication and/or drainage easements to the County for public drainage purposes, and shall process same through the County, for offsite easement rights across properties subject to the Specific Plan Development Agreement, to the Satisfaction of the Transportation Division, to accommodate any offsite storm water facilities needed to convey concentrated storm water from the project boundary downgradient to an existing established waterway. Subdivider shall design and install said offsite storm water facilities as necessary to the satisfaction of the Transportation Division.

## **Grading**

31. [Deleted.]
32. Grading plans shall be prepared in substantial conformance with the preliminary grading plans submitted for Hawk View and submitted to the El Dorado County Resource

Conservation District (RCD) and the Transportation Division. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Transportation Division shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. The County shall issue no building permits until the Transportation Division approves the final grading and erosion control plans and the grading is completed.

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

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

### **Fire Department**

37. The potable water system for the purpose of fire protection for this residential development shall provide a minimum fire flow of 1,000 gpm with a minimum residential pressure of 20 psi for two-hour duration. This requirement is based upon greater single family dwelling 6,200 square feet or less in size. All homes shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. This fire



flow rate shall be in excess of the maximum daily consumption for this rate for this development. A set of engineering calculations reflecting the fire flow capabilities of the system shall be supplied to the Fire Department for review and approval.

38. This development shall install Mueller Dry Barrel fire hydrants or any hydrant approved by the El Dorado Irrigation District for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. The exact location of each fire hydrant shall be determined by the Fire Department prior to the approval of the improvement plans.
39. To enhance nighttime visibility, each hydrant shall be painted with safety white enamel and marked in the roadway with a blue reflective marker as specified by the Fire Department and the Fire Safe Regulations which shall be included on the improvement plans.
40. In order to provide this development with adequate fire and emergency medical response during construction, all access roadways and fire hydrant systems shall be installed and in service prior to framing of any combustible members as specified by El Dorado Hills Fire Department Standard B-003.
41. All streets within this project shall be constructed in accordance with El Dorado County and Fire Department requirements.
42. During each phase of this project, a minimum of two independent access roadways shall be provided for each phase of the project, where required by the Fire Department.
43. The applicant shall have a wildland fire safety plan developed for this project.
44. If phasing of development creates any dead-end access roadways in excess of 150 feet, the roadway shall be provided with a turnaround in accordance with Fire Department specifications.
45. This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump/dip section of roadway.
46. Any gate shall meet the El Dorado Hills Fire Department Gate Standard B-002.

### **Resource Conservation**

47. The project will need to implement erosion control measures (including runoff control measures and soil stabilization measures) and sediment control measures (e.g., straw rolls, sediment fence, sediment basins). The types of practices chosen are site-specific and dependent on the time of year construction activities occur.

48. The applicant shall prepare a Stormwater Pollution Plan (SWPPP) that incorporates Best Management Practices (BMPs) to contain pollutants on the project site and prevent pollutants from entering stormwater runoff. BMPs shall be incorporated into the construction contract documents. The SWPPP shall be prepared prior to approval of the improvement plans.

**Environmental Management - Air Pollution Control District**

49. Project emissions of ROG, NOX, and PM-10 need to be quantified using either the URBEMIS 7G for windows 5.1.0 or similar model that is acceptable to the District. In addition, District Rule 223 addresses the regulation and mitigation measures for fugitive dust emissions - Rule 223 shall be adhered to during the construction process. In addition, prior to issuance of any grading or construction permits for the project, the applicant shall submit, as determined by the El Dorado County Air Quality Management District (AQMD), a Fugitive Dust Plan (FDP) application and/or an Asbestos Dust Mitigation Plan (ADMP) application may be required for submittal to and approval by the District prior to beginning project construction.
50. It is the understanding of the District that this area is known to have soil bearing asbestos. Therefore compliance with Title 17 Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations of the California Code of Regulations will be mandatory prior to approval of the improvement plans.
51. Project construction involves road development and should adhere to District Rule 224 Cutback and Emulsified Asphalt Paving Materials and the county ordinance concerning asbestos dust prior to the approval of the improvement plans.
52. A health risk assessment shall be prepared when the project will emit toxic air contaminants. Airborne toxic pollutants expected to be generated by the project must be identified. In addition, it must be determined if a project is to be located in an area which may impact existing or planned schools or facilities with the potential to emit toxic or hazardous pollutants. A potential airborne toxic pollutant to consider is asbestos in asbestos-containing serpentine. Applicant will assist the District in preparing a public notice in which the proposed project for which an application for a permit is made is fully described and complies to Health and Safety Code 42301.6. The risk assessment must address the pollutants and potential impacts on public health prior to approval of the improvement plans.
53. Burning of wastes that result from "Land Development Clearing" must be permitted through the Air Pollution Control District. Only vegetative waste materials may be disposed of using an open outdoor fire prior to approval of the improvement plans.
54. The project construction will involve the application of architectural coating, which shall adhere to District Rule 215 Architectural Coatings prior to approval of the improvement plans.

55. Prior to construction/installation of any new point source emissions units or non-permitted emission units (i.e., gasoline dispensing facility, boilers, internal combustion engines, etc.), authority to construct applications shall be submitted to the District. Submittal of applications shall include facility diagram(s), equipment specifications and emission factors prior to approval of the improvement plans.

**County Surveyor**

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

**Community Services District**

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

62. Cable television access should be made available to all homes and the development should allow for joint trenching.
63. The El Dorado Hills CSD will provide mandatory waste management services for the residences, including recycling services.
64. Prior to final map approval, a streetscape plan for projects which front Bass Lake Road and all primary local roads shall be submitted for review and approval by the El Dorado Hills CSD.
65. The streetscape is a component of the future Landscape and Lighting Assessment District and would need to be detailed, approved, and have a related maintenance budget prior to the final map.
66. The home builders will install the front yard landscaping.
67. The El Dorado Hills CSD will review and approve the following items prior to final maps being recorded:
  - a. Open Space and Tree Preservation Management Plan;
  - b. CC&Rs need to be reviewed and approved by the El Dorado Hills CSD Board of Directors prior to recording the final map and include any conditions that are specific to any lots or areas, such as oak tree preservation and vegetation management.
68. The applicant shall acquire approximately two acres for the park-and-ride lot. The land shall be acquired prior to approval of the first final map. In the event that the eminent domain process must be implemented to acquire said land, this condition shall be deemed satisfied by applicant entering into an agreement for condemnation proceedings with the County Counsel together with a deposit of funds as required by County Counsel, or make other arrangements to the satisfaction of the Transportation Division.

**Other**

69. Regulatory Permits and Documents: All regulatory permits or agreements between the Project and any State or Federal Agency shall be provided to the Transportation Division with the Project Improvement Plans. These project conditions of approval and all regulatory permits shall be incorporated into the Project Improvement Plans.
70. Electronic Documentation: Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the developer will provide a CD to the Transportation Division with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.

71. Prior to issuance of the first building permit, the developer shall submit to the County a proposed update to the Bass Lake Hills Public Facilities Financing Plan, including an update to the plan area fee program.
72. Prior to recordation of a final map, a valid facility improvement letter (FIL) shall be issued by the El Dorado Irrigation District (EID) for the subdivision, a new Facility Plan Report (FPR) shall be reviewed and approved by the EID, and improvement plans shall be reviewed and approved by EID. Previously approved and expired plans and reports may be used as templates for new submittals to EID.

### **Mitigation Monitoring and Reporting Program**

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

### **Subdivision Requirements Of Law**

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

1. Improvement plans for on-site and off-site road improvements shall be prepared by a registered civil engineer and shall be subject to County Transportation Division approval.
2. The final map shall show all utility, road and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.
3. The developer shall obtain approval of construction drawings and project improvement plans consistent with the Subdivision Design and Improvement Standards Manual and cost estimates from the County Transportation Division and pay all applicable fees prior to commencement of any improvements on the public streets and service facilities. All improvements shall be consistent with the approved tentative map.
4. The construction of all required improvements shall be completed with the presentation of the final map to the Development Services Director before presentation of the final map to the Board of Supervisors for its approval. For improvements not completed, the subdivider shall provide a 100 percent performance surety and a 50 percent labor and materialmen surety by separate bond, cash deposit, assignment, or letter of credit from a financial institution. For improvements which have been completed, the subdivider shall provide a ten percent maintenance surety in any of the above-mentioned forms.

Verification of construction, or partial construction, and cost of completion shall be determined by the County Transportation Division.

5. Subdivision improvements shall include driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Transportation Director. Driveways shall be installed in a manner and location acceptable to the County Transportation Division and shall meet standard County driveway requirements.
6. All grading plans shall be prepared and submitted to the EL Dorado County Resource Conservation District (RCD) and the Transportation Division. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Transportation Division shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. No building permit shall be issued by the County until final grading plans and erosion control plans are approved by the Transportation Division and the grading is completed.
7. The timing of construction and method of revegetation shall be coordinated by the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Transportation Division. The Transportation Division shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
8. Improvement plans shall incorporate protective measures toward existing oak trees per Volume IV, Design and Improvement Standards Manual, Oak Tree and Wetlands Preservation Requirements and Specifications (County Resolution No. 199-91).
9. All survey monuments shall be set prior to the presentation of the Final Map to the Board of Supervisors for approval; or the developer shall have a surety of work to be done by bond or cash deposit and shall provide 50 percent labor and materials bond. Verification of set monuments, work completed, or work to be completed, and cost of completion is to be determined by the County Surveyor.
10. All roads shall be named by, filing a completed road naming petition for each proposed road with the county Surveyor's office prior to filing the final map.
11. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible fire Protection district. The location of hydrants shall be shown on the improvement plans which shall be subject to the approval of the fire protection district.
12. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.

13. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.
14. Prior to filing a final map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493 (d).
15. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. The procedures set forth in Supplementary Document J, Section VIII, of the California Environmental Quality Act (CEQA) Guidelines concerning treatment of the remains shall be followed.
16. If archaeological sites or artifacts are discovered, the subdivider shall retain an archaeologist to evaluate the resource. If the resource is determined to be important, as defined in Section 15064.5 of the CEQA Guidelines, mitigation measures, as agreed to by the subdivider, archaeologist, and Development Services Division shall be implemented. Treatment of Native American remains and/or archaeological artifacts shall be the responsibility of the subdivider and shall be subject to review and approval by the County Development Services Director.



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2017-0046208-00**

Acct 30-EL DORADO CO BOARD OF SUPERVISORS  
Tuesday, OCT 17, 2017 08:16:20  
Ttl Pd \$0.00 Rcpt # 0001889963  
MMF/C1/1-44

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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

**EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE §27383**

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**COMMUNITY BENEFIT AND  
DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF EL DORADO**

**AND**

**LENNAR WINNCREST, LLC**

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

Effective Date: 9/19, 2017



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

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

**Recitals**

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

A. The County of El Dorado, a semi-rural County located in the Sacramento metropolitan region, prides itself on providing a high quality of life to its residents. The County strives to balance the need for a healthy, diverse economy, including a wide variety of commercial and retail opportunities, and adequately financed and maintained infrastructure, with a healthy, sustainable, natural environment.

B. The El Dorado Hills area has been identified by the County for many years as one of the primary areas affording an opportunity for providing residential development to serve the County's current and future growth.

C. Developer is in the business of developing residential communities in Northern California. The Developer owns approximately 40 acres of real property which is commonly known as the Hawk View Property (the “**Property**”). The Property is located within the El Dorado Hills area of the County on the west side of Bass Lake Road, north of Hollow Oak Road. The Property is located within an area of the County designated as Community Region in the County's General Plan.

D. In 1995, the County approved the Bass Lake Hills Specific Plan (“**BLH Specific Plan**”). In 1996, the County entered into a development agreement with the then-land owner, Hawk View Partners (“**1996 Hawk View Development Agreement**”). In 2004, the County adopted the Bass Lake Hills Specific Plan Public Facilities Financing Plan (“**BLH Financing Plan**”). In 2005, the County approved a tentative map (“**Tentative Map**”) to subdivide the Property into 114 single-family lots (see Exhibit 1 attached hereto). At the same time, the County approved two other tentative maps for projects in the BLH Specific Plan area. They were the Bell Woods tentative map that created 54 lots and the Bell Ranch tentative map that created 113 lots (together are referred to as the “**Other Tentative Maps**”). In 2008, the County extended the life of the Tentative Map to May 2013. With statutory extensions, the life of the Tentative Map was extended to May 2017. In April 2016, the County approved a request to amend a number of the conditions of approval and extended the life of the Tentative Map one

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

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

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

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

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

## Definitions

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

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

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

## SECTION 1. - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

1.7. Right to Assign; Non-Severable Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.16. List of Exhibits.

- Exhibit 1: Tentative Map
- Exhibit 2: Conditions of Approval
- Exhibit 3: Property Map
- Exhibit 4: Property Legal Description

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

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

## **SECTION 2. - DEVELOPMENT OF THE PROPERTY**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

### **SECTION 3. - OBLIGATIONS OF THE PARTIES**

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

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

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

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

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

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

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

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

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

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

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

CREDIT/REIMBURSEMENT EXAMPLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 4. - ANNUAL REVIEW

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

## SECTION 5. - DEFAULT, ENFORCEMENT AND REMEDIES

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

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

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

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

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

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

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

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

## SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

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

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

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

6.2. No Liability for Acts of Developer.

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



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

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

6.3. Duty to Defend Challenges to this Agreement.

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

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

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

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

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

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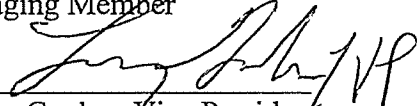
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IN WITNESS WHEREOF, the parties have duly signed this Agreement as of the date first written above.

DEVELOPER:

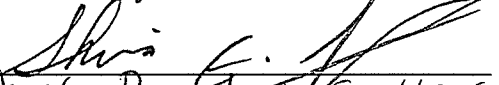
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a Delaware limited liability company

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

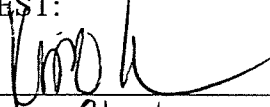
By:   
Larry Gualco, Vice President

COUNTY:

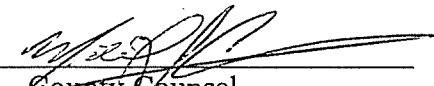
El Dorado County

By:   
Its: Chair, Board of Supervisors

ATTEST:

By:   
9/19/2017

APPROVED AS TO FORM:

By:   
County Counsel

128797051.5

ACKNOWLEDGMENT

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

State of California
County of Placer } ss.

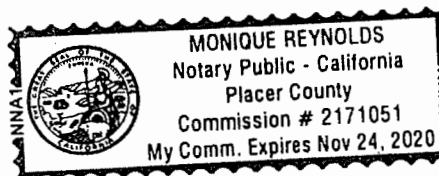
On September 26, 2017 before me, Monique Reynolds

Notary Public, personally appeared Larry Gualco

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

(seal)

OPTIONAL INFORMATION

Form with fields for Date of Document, Type or Title of Document, Number of Pages in Document, Document in a Foreign Language, Type of Satisfactory Evidence, Capacity of Signer, and Thumbprint of Signer.

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

**OFFICE OF RECORD**  
 1000 MAIN STREET  
 SACRAMENTO, CALIF. 95811

**APPLICANT**  
 BASS LAKE HILLS VENTURE  
 A DIVISION OF BASS LAKE HILLS DEVELOPMENT, INC.  
 1000 MAIN STREET  
 SACRAMENTO, CALIF. 95811

**ENGINEER**  
 COOPER, THORNE & ASSOCIATES, INC.  
 1000 MAIN STREET  
 SACRAMENTO, CALIF. 95811

**MAP SCALE**  
 1" = 100'

**CONTOUR INTERVAL**  
 5' (EXCEPT WHERE NOTED)

**SOURCE OF TOPOGRAPHY**  
 1998 PHOTOGRAPHIC

**SECTION, TOWNSHIP AND RANGE**  
 36 NORTH, 12 WEST, 12 EAST

**ASSESSOR'S PARCEL NUMBER**  
 010-000-000

**PRESENT ZONING**  
 R1-10

**PROPOSED ZONING**  
 R1-10

**TOTAL AREA**  
 101.1 ACRES

**TOTAL NUMBER OF PARCELS**  
 114 PARCELS (848 LOTS)

**MINIMUM PARCEL AREA**  
 1/4 AC. (MINIMUM)

**MAXIMUM PARCEL AREA**  
 10.1 AC. (MAXIMUM)

**WATER SUPPLY AND  
SEWER SERVICES**  
 PL. BASS LAKE HILLS, 10000'

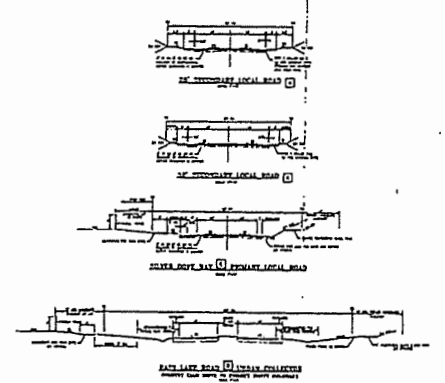
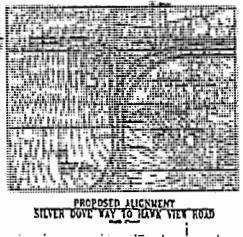
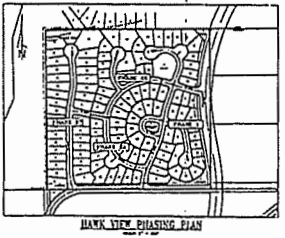
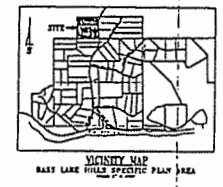
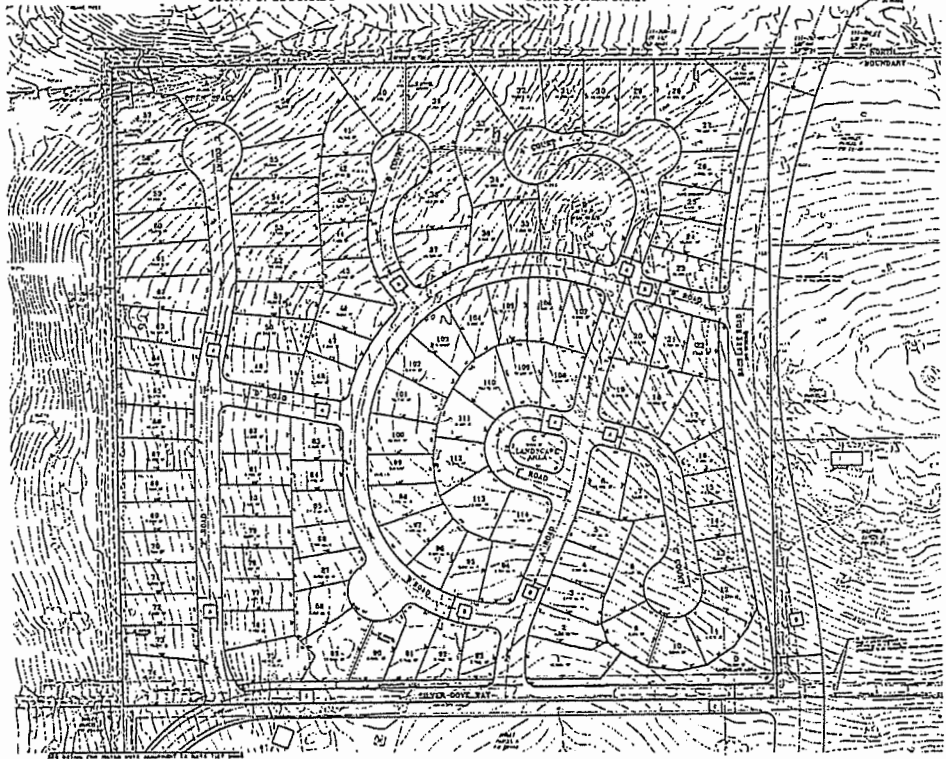
**PROPOSED STRUCTURAL  
FIRE PROTECTION**  
 10.000' (SEE SPECIFIC SITE REPORT)

**DATE OF PREPARATION**  
 9-16-04

**PHASING PLAN NOTICE**  
 THIS PLAN IS BEING PREPARED FOR THE CITY OF SACRAMENTO AND IS SUBJECT TO THE CITY'S REVIEW AND APPROVAL. THE CITY'S REVIEW AND APPROVAL IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

**LEGEND**

**ENGINEER'S CERTIFICATE**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of California, do hereby certify that I am a duly licensed Professional Engineer in the State of California, and that I am the Engineer of Record for this project.

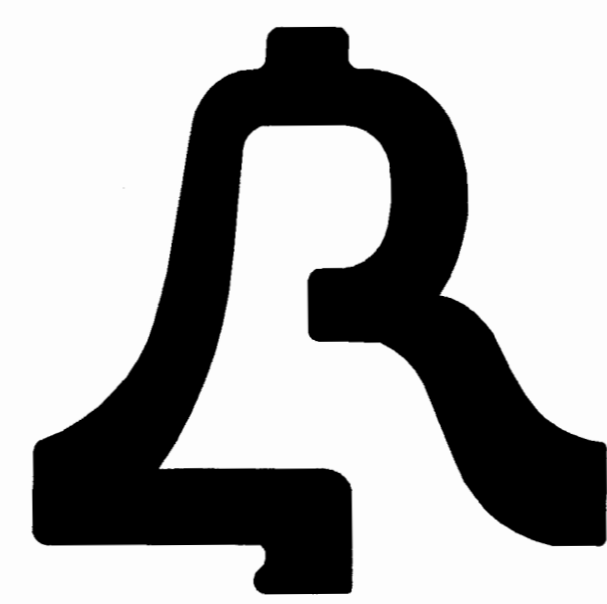


**LOT AREA BREAKDOWN**

Single Family Lots	848 AC
Professional Office	0.1 AC
Public Open Space	16.0 AC
Other	0.0 AC
<b>TOTAL</b>	<b>104.1 AC</b>

**cta** COOPER, THORNE & ASSOCIATES, INC.  
 Civil Engineers & Land Surveyors  
 1000 Main Street, Suite 100  
 Sacramento, CA 95811  
 PH: 916.442.1111 FAX: 916.442.1112

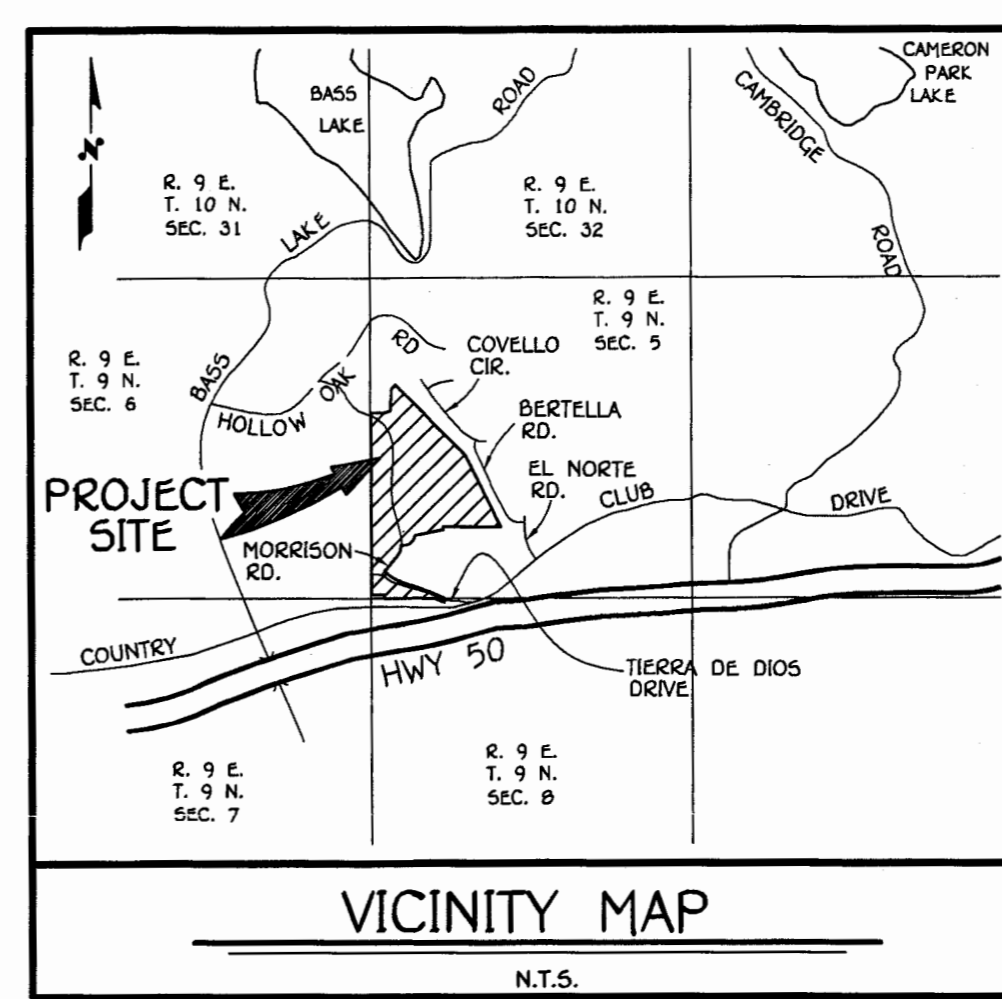
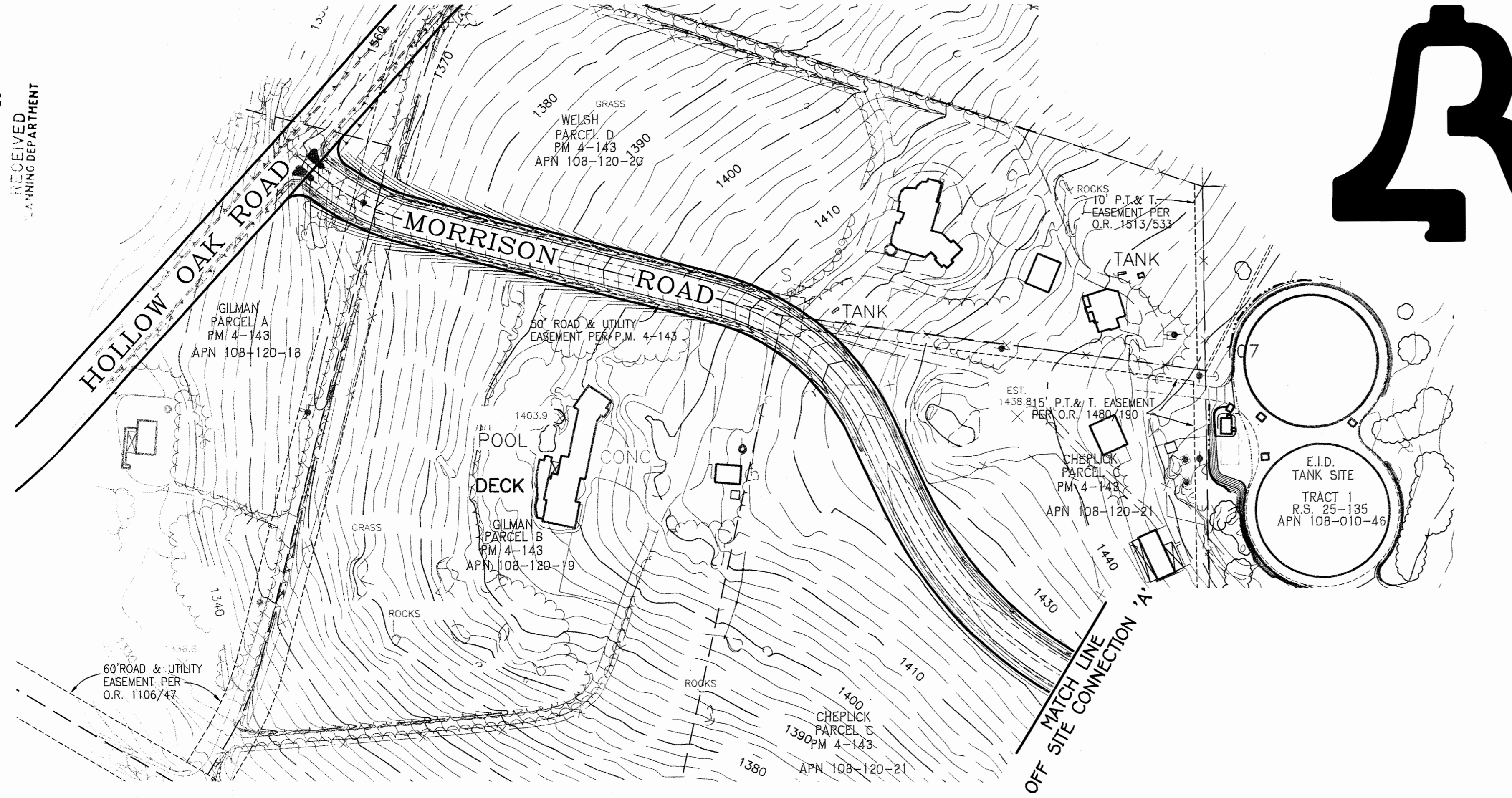
Exhibit 1 - Actual Exhibit 1 can be viewed at the Planning Department at 2850 Fairlane Court, Placerville, CA



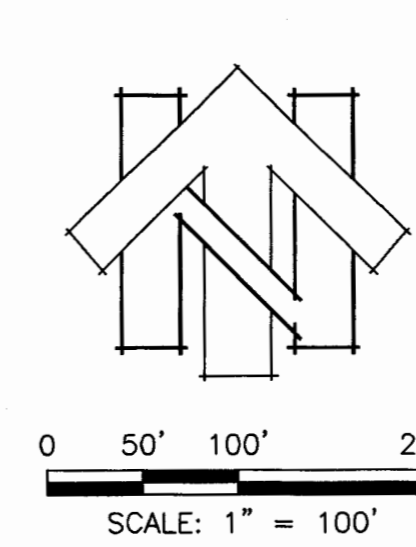
REVISED TENTATIVE MAP

# BELL RANCH

EL DORADO COUNTY, CALIFORNIA



- LEGEND**
- = JURISDICTIONAL WATERS
  - = OPEN SPACE
  - = EXISTING TREES
  - = EXISTING TREE GROVES
  - = ROCK OUTCROP
  - = (E) LOT LINES
  - = PROPOSED FIRE HYDRANT
  - = EXISTING FIRE HYDRANT
  - = DIRECTION OF STREET GRADE
  - = FINISH GRADE
  - = 15' DRAINAGE EASEMENT
  - = PROPOSED TRAIL PER FIG. 4-5 BASS LAKE HILLS SPECIFIC PLAN (APPROXIMATE ALIGNMENT)



**LAND USE BREAKDOWN**

LOT A & LOT C - LOT G	LANDSCAPE LOTS (SEE NOTE BELOW)
LOT J	PARK SITE **
LOT K & LOT B	OPEN SPACE
LOT L	PLAY FIELD
LOT 1 - LOT 113	SINGLE FAMILY RESIDENTIAL

NOTE: ACCESS TO LOTS 1 THRU 11, FRONTING ON MORRISON ROAD, WILL BE ACCOMMODATED BY THE USE OF ACCESS EASEMENTS, UNLESS OTHERWISE SHOWN

**ACREAGE BREAKDOWN**

DESCRIPTION	AREA (ACRES)
STREETS LOT-R	17.77
RESIDENTIAL LOTS	67.83
OPEN SPACE	12.86
LANDSCAPE	3.46
PLAY FIELD	4.45
PARK **	5.77
<b>TOTAL</b>	<b>= 112.14 ACRES</b>

\*\* NOTE: THE EL DORADO HILLS COMMUNITY SERVICES DISTRICT RESERVES THE RIGHT TO ACCEPT LOT J, OR IN-LIEU FEES TO SATISFY THE PARK DEDICATION REQUIREMENT OF THE BASS LAKE HILLS SPECIFIC PLAN.

**OWNER OF RECORD:**  
 EL DORADO LLC  
 3001 I ST #200  
 SACRAMENTO, CA 95816  
 916/930-0925

**NAME OF APPLICANT:**  
 EL DORADO LLC  
 3001 I ST #200  
 SACRAMENTO, CA 95816  
 916/930-0925

**ENGINEER:**  
 cta Engineering & Surveying  
 Civil Engineering, Land Surveying, and Planning  
 1000 J STREET, SUITE 100  
 SACRAMENTO, CA 95811  
 916/441-1111

**SCALE:**  
 1" = 100'

**CONTOUR INTERVAL:**  
 2 FOOT INTERVAL

**SOURCE OF TOPOGRAPHY:**  
 AERIAL PHOTOGRAPHY

**SECTION, TOWNSHIP AND RANGE:**  
 SECTION: SECTION 5  
 TOWNSHIP: T 9 N  
 RANGE: R 9 E

**ASSESSOR'S PARCEL NUMBERS:**  
 119-020-52

**EXISTING LAND USE:**  
 L7 PD LOW DENSITY RESIDENTIAL PLANNED DEVELOPMENT  
 H PD HIGH DENSITY RESIDENTIAL PLANNED DEVELOPMENT  
 PER BASS LAKE HILLS SPECIFIC PLAN

**EXISTING ZONING:**  
 EXISTING ZONING: R1-PO

**TOTAL AREA:**  
 112.14 ACRES

**TOTAL NUMBER OF PARCELS:**  
 113 SINGLE FAMILY RESIDENTIAL LOTS  
 6 LANDSCAPE LOTS  
 2 OPEN SPACE LOT  
 1 PLAY FIELD  
 1 PARK  
 123 TOTAL LOTS

**MINIMUM RESIDENTIAL PARCEL AREA:**  
 13,500 SF

**MAXIMUM RESIDENTIAL PARCEL AREA:**  
 91,649 SF (2.10 ACRES)

**WATER SUPPLY:**  
 EL DORADO IRRIGATION DISTRICT

**SEWAGE DISPOSAL:**  
 EL DORADO IRRIGATION DISTRICT

**PROPOSED STRUCTURAL FIRE PROTECTION:**  
 EL DORADO HILLS COUNTY  
 WATER DISTRICT (FIRE DEPARTMENT)

**DATE OF PREPARATION:**  
 JANUARY, 2016

**ENGINEER'S CERTIFICATE:**  
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE LAND DEVELOPMENT KNOWN AS BELL RANCH, HAS BEEN ESTABLISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND GUIDELINES ESTABLISHED BY THE COUNTY OF EL DORADO.

*Christine* 2/2/16  
 OLGA SORELLO, P.E.  
 DATE

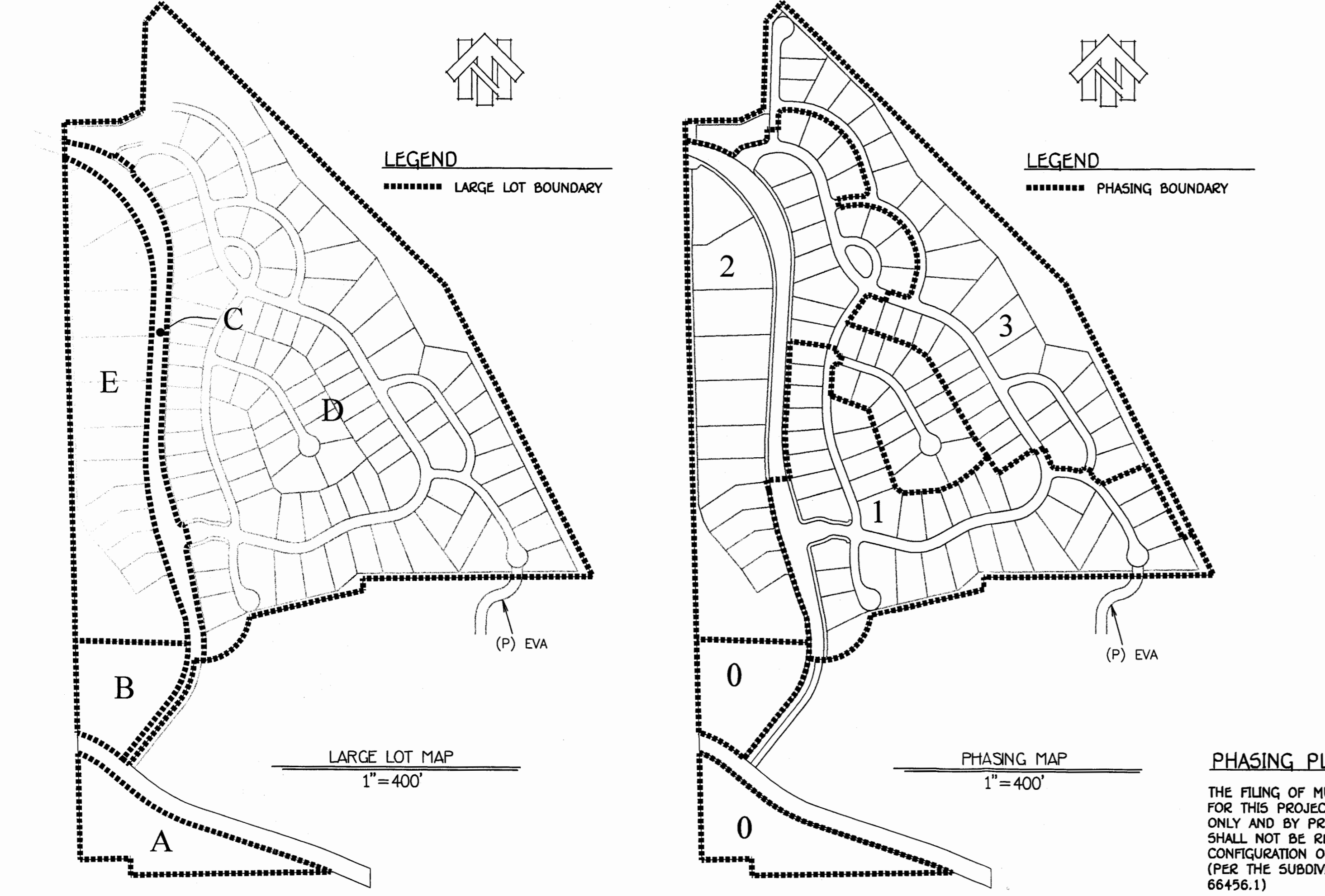
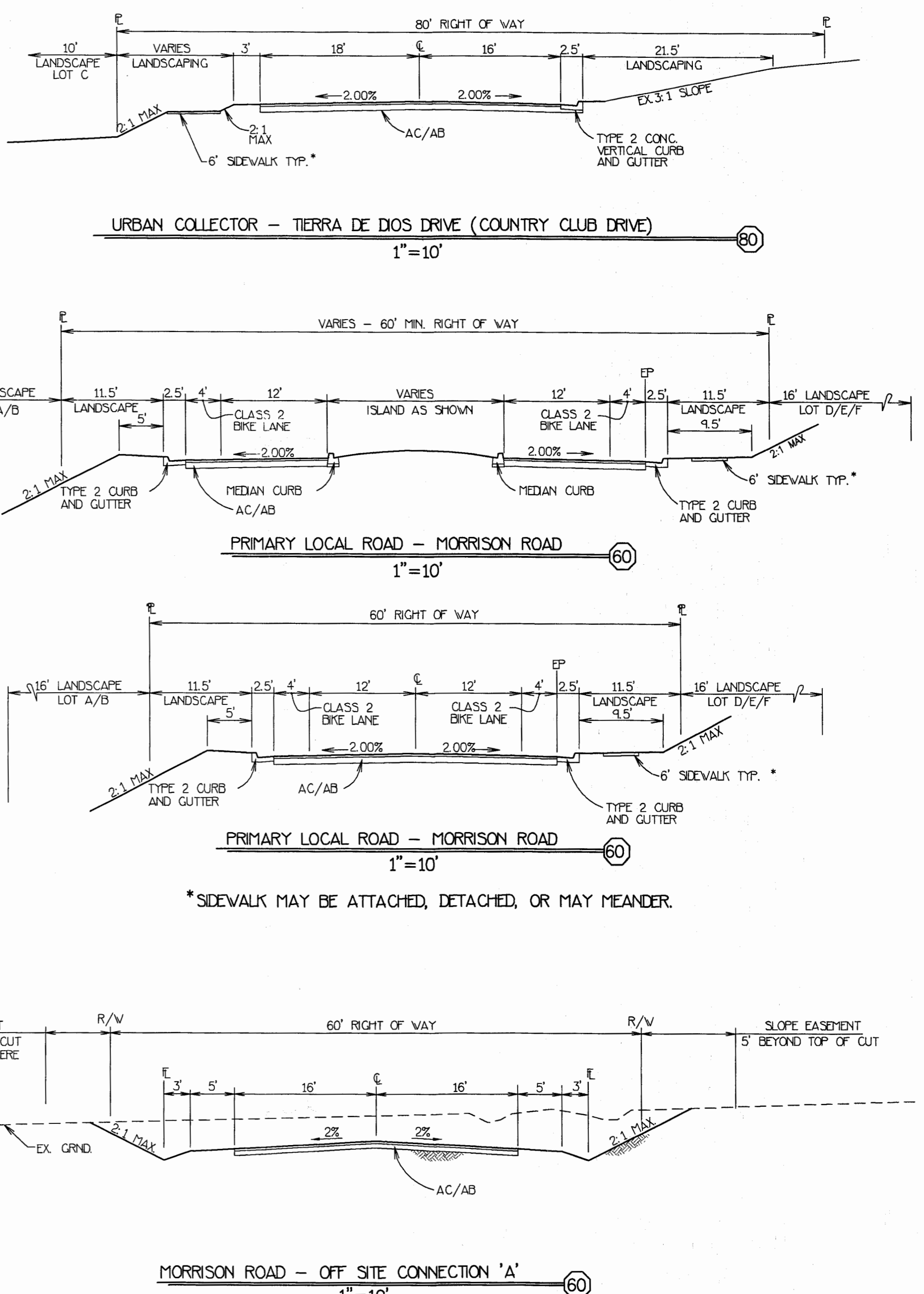


Exhibit K

**Conditions of Approval**

**Conditions of Approval for the Development Plan**

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

The project description is as follows:

One-Year Time Extensions to approved Tentative Subdivision Map (TM96-1321 Bell Ranch) in accordance with Section 120.74.030 of the El Dorado County Subdivision Ordinance and Bass Lake Hills Specific Plan.

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

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

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

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

3. The development plan (PD96-0006) for Bell Ranch shall consist of the following: 123 total lots consisting of 113 single family lots ranging in size from 13,500 to 91,649 square feet, with 6 landscape lots, 2 open space lots, 1 play field lot, and 1 park site on 112.14 acres.
4. The development plan (PD96-0006) for Bell Ranch shall be in substantial compliance with the Bell Ranch tentative map and the uses described in the revised Development Plan (Exhibit K).
5. The development plan (PD96-06) for Bell Ranch shall conform to the development standards of the One-family Residential-Planned Development (R1-PD) Zone District with the exceptions of a coverage limitation of 45 percent and the following revised setbacks:

Lots 1 - 11

- i. Front - 30 feet minimum
- ii. Rear - 30 feet minimum
- iii. Side - 10 feet minimum

Lots 12 - 113

- i. Front - 20 feet minimum
- ii. Rear - 15 feet minimum
- iii. Side - 5 feet minimum (not height dependent)
- iv. Street Side - 15 feet minimum fronting street

**Improvement Plans and General Conditions** - Development Plan/Tentative Map

6. Pursuant to Item 9.3.1 of the Bass Lake Hills Specific Plan, the applicant shall agree to reimbursement of El Dorado County for the preparation, adoption, administration, and CEQA mitigation monitoring of the Plan. Fees will be assessed prior to the recordation of the final map and must be paid in full prior to issuance of the first building permit.
7. Consistency with County Codes and Standards: The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual (as may be modified by the Conditions of Approval or by approved Design Waivers) from the County Transportation Division, and pay all applicable fees prior to filing of the final map.

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

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

8. 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.
9. The final map shall show all utility, road, and drainage easements per the recommendation of the utility purveyors and the County Engineer. The County Engineer shall make the final determination of the location of said easements. Said easements shall be irrevocably offered to the County.
10. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.
11. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.
12. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible Fire Protection District. The emergency vehicle circulation and the location of hydrants shall be shown on the improvement plans, which shall be subject to the approval of the Fire Protection District.
13. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and the Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. If archaeological artifacts are discovered, the developer shall retain an archaeologist to make recommendations for the treatment of the artifacts. Treatment of Native American remains or archaeological artifacts shall be the responsibility of the developer and shall be subject to the review and approval of the County Planning Director.

### ***Roads***

14. This project is subject to El Dorado County traffic fee programs. Said fees shall be due upon the issuance of a building permit. If, prior to the application for a building permit for said project a revised fee is established, such revised amount shall be paid.
15. **Vehicular Access Restriction:** A vehicular access restriction shall be designated along Morrison Road affecting lot 12 and lots 33 through 51.



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

<b>ROAD NAME</b>	<b>REFERENCE</b>	<b>ROAD WIDTH</b>	<b>EXCEPTIONS / NOTES</b>
Tierra De Dios Drive (Country Club Drive) on-site	Specific Plan Fig. 4-2, Tentative Map, and Standard Plan 101B	36 foot pavement width (80-foot R/W), plus utility/slope easements	6-foot sidewalk on one side (See Note R-2 below)
Morrison Road -on-site, through the project (Subject to Phasing Plan).	Specific Plan Fig. 4-3 and approved Tentative Map	36 foot (60-foot R/W), plus utility/slope easements	30 MPH Design Speed Type 2 vertical curb and gutter, with 6 foot sidewalk on east side, only
Morrison Road – offsite (Subject to Phasing Plan)	Specific Plan Fig. 4-3 and-approved Tentative Map.	32 foot pavement width (60-foot R/W), plus utility/slope easements	30 MPH Design Speed. No curb, gutter or sidewalk.
A Drive	Specific Plan Fig. 4-4 (less than or equal to one acre minimum density) and approved Tentative Map.	30 foot (50-foot R/W), plus utility/slope easements	25 MPH Design Speed. Caltrans Type E HMA Dike with no sidewalks
B Drive, H Circle, M, L and R Way	Specific Plan Fig. 4-4 and Approved Tentative Map	28 feet minimum (40-foot R/W), plus utility/slope easements	25 MPH Design Speed. Caltrans Type E HMA Dike** no sidewalks
Project Cul-de-sacs (C, D, G and K Courts)	Specific Plan Fig. 4-4 and Approved Tentative Map	28 feet minimum (40-foot R/W), plus utility/slope easements	25 MPH Design Speed Caltrans Type E HMA Dike**
Temporary EVA at G Court	Standard Plan 101C	20' wide all weather surface	With 30' wide EVA easement

\* Road widths are measured from curb face to curb face or edge of pavement to edge of payment if no curb. Where HMA Dike is used, road width is measured from flowline to flowline.

\*\*Caltrans Type A HMA Dike or Type 2 vertical curb and gutter (as appropriate) shall be installed adjacent to back-up lots, landscape lots, open space, and park site.

Sidewalks may be located outside the right-of-way and meander as a means to provide interest and variety in alignment. The alignment and design of the sidewalks shall be reviewed and approved by the Transportation Division prior to filing the final map. Sidewalks shall be

connected to any walk/trail systems in the project open space areas. Pedestrian easements to be provided where necessary.

**Note R-1:** The following Design Waivers have been requested:

- a. [Deleted.]
- b. A 40-foot roadway right of way (Lot R) for B and C, D, K, and G Court, H Circle, M, L and R Way. This requested design waiver includes the requirement that the roadways are fully contained within the road right-of-way.
- c. Place Caltrans Type E and El Dorado County Type A mountable dike (where applicable) in lieu of El Dorado County Type 1 rolled curb and gutter. This requested design waiver includes the requirement that the back of the mountable dike is at the same location as the back of rolled curb and gutter as shown on Figure 4-4 of the Bass Lake Hills Specific Plan.
- d. Install a short transitional ‘neck’ down of the secondary local roads as shown on the tentative map. This requested design waiver includes the requirement that the roadway geometry will adequately accommodate the turning movements based on the standard El Dorado Hills Fire Department turning radius requirements (56-foot outside radius and 40-foot inside radius); any modifications to this requirement must be approved by the El Dorado Hills Fire Department. The requested neck down cannot result in less roadway width than is required in Figure 4-4 of the Bass Lake Hills Specific Plan.
- e. At the option of the developer, allow enhanced raised, landscape medians in Morrison Road at the two A Drive entrances. The request for generous landscaped medians in Morrison Road, at the entrances to the project, is acceptable to the Transportation Division subject to acceptable maintenance provisions and appropriate design and review and approval by the Transportation Division at the plan review and permitting phase. Traffic lanes of Morrison Road next to raised medians must be a minimum of 14 feet in order to allow room for striping and separation for the vehicle wheels. The Islands must be landscaped (landscaping and irrigation plans must be submitted with the improvement plans), and the El Dorado Hills Community Services District must establish the mechanism to assume the responsibility for maintenance prior to acceptance of roadway improvements. The design of Morrison Road and related intersections, during the plan review and permitting phase, must demonstrate that, as a minimum, the geometry will adequately accommodate both the turning movements based on the standard El Dorado Hills Fire Department turning radius requirements (56-foot outside radius and 40-foot inside radius) and based on the Caltrans Bus Design Vehicle, to the satisfaction of the Transportation Division.

**Note R-2:** The design of Tierra De Dios must provide a left turn lane for eastbound traffic turning north on Morrison Road or present a traffic report that must be approved by the Transportation Division demonstrating why a turn lane is not necessary within the General Plan

horizon. An allowance must be provided in the roadway width for 14-foot traffic lanes next to any raised medians on Tierra De Dios Drive. In addition, any roadway area dedicated to turn lanes and medians must be in addition to the 36-foot pavement width indicated in the Specific Plan; this basic pavement width will assure adequate roadway area to accommodate bicycle traffic. Sidewalk may meander or be parallel to roadway – final design to be determined at the time the improvement plans are prepared.

16. [Deleted.]
17. Offer of Dedication: The project shall offer to dedicate, in fee, the rights of way for roadways, shown in Table 1 with the final map. Said offer shall include all appurtenant slope, drainage, pedestrian, public utility, or other public service easements as determined necessary by the County. The offers will be accepted by the County, provided that a County Service Area Zone of Benefit has been created and funded to provide for maintenance of the roadways.

At the option of the Subdivider, the Internal Roadways may be maintained privately by a Homeowner's Association or other entity acceptable to County. In which case, the above listed offers of dedication will be rejected by the County. This option does not apply to Morrison Road.

18. Bus turnouts and shelters shall be constructed at locations required by El Dorado Transit and the appropriate school district.
19. No freestanding walls, fences, or retaining walls are allowed in the road right-of-way, except at the discretion of the Transportation Division.
20. Primary and emergency vehicle access to the road network shall be constructed prior to the first building permit being issued for any residential structure except where the issuance of building permits is for model homes which shall be unoccupied. Primary access shall be to either Bass Lake Road or Country Club Drive. A secondary access must be to a primary or secondary roadway in the designated alignment defined in the Specific Plan or by emergency vehicle access and to the satisfaction of the Transportation Division and the Fire District.
21. Off-site Improvements (Acquisition): As specified elsewhere in these Conditions of Approval, the applicant is required to perform off-site improvements. If the applicant does not secure, or cannot secure sufficient title or interest for lands where said off-site improvements are required, and prior to filing of any final or parcel map, the applicant shall enter into an agreement with the County pursuant to Government Code Section 66462.5. The agreement will allow the County to acquire the title or interests necessary to complete the required off-site improvements. The Form, Terms and Conditions of the agreement are subject to review and approval by County Counsel.

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

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

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

- i. Is a portion of the 2015 County Capital Improvement Program (CIP) Project #66109;
- ii. Is a BLHSP Urban Collector;
- iii. Grading will be consistent with the ultimate 4-lane facility;
- iv. Construct a divided two lane highway with median, 18 Feet of pavement in each direction. Typical section as shown on approved Tentative Map for Hawk View Ridge Subdivision TM 00-1371R.
- v. It is recognized that Bass Lake Road will require improvements for some distance north of the realigned Country Club Drive Intersection to achieve conformance of the revised profile with the existing roadway. The exact distance is to be determined with the final Improvement Plans.
- vi. The reconstruction shall generally be consistent with the alignment and profile shown on the improvement plans entitled, Bass Lake Road Reconstruction From Highway 50 to Hollow Oak Road, Project #66109, approved by the County Engineer on June 20, 2007, and modified to accomplish the anticipated work required at this time.
- vii. The project plans shall include conduits for future landscape irrigation and electrical lines.

B. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the new Country Club Drive (aka Tierra De Dios) on

an alignment substantially consistent with the BLHSP, and includes the following assumptions:

- i. Is identified in the 2015 County CIP as Project #GP126;
  - ii. Is a BLHSP Urban Collector;
  - iii. Is a two-lane road, 36 feet in width (plus left turn pockets);
  - iv. Has a 35-40 mph design speed, and;
  - v. Includes conversion of the existing segment of Country Club Drive into a Class I bike path / Multi-use trail: Approximately 100 feet of pavement will be removed at either end; A new paved trail eight (8) feet in width shall be placed at each end to provide connectivity to adjacent facilities; Bollards shall be installed to prevent motor vehicle access; striping and signing shall be provided subject to review and approval by TD.
- C. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the realignment of Country Club Drive at its existing intersection with Tierra De Dios Drive (east end of Tierra De Dios Drive) consistent with the intent of the BLHSP, and includes the following assumptions:
- i. Is a BLHSP Urban Collector;
  - ii. Is a two-lane road, 36 feet in width, and;
  - iii. Has a 35-40 mph design speed.
- D. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of intersection improvements at the intersection of Bass Lake Road and the realigned Country Club Drive Intersection, and includes the following assumptions:
- i. Northbound approach to include one through lane and a 200 foot right turn lane;
  - ii. Southbound approach to include one through lane and a 300 foot left turn lane;
  - iii. Westbound approach to include one through lane and a 300 foot left turn lane, and;
  - iv. Signalization of the intersection of Bass Lake Road and the realigned Country Club Drive.
- E. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of improvements at the intersection of Bass Lake Road and the US50 at Bass Lake Road interchange ramps and includes the following assumptions:
- i. Eastbound ramp / Bass Lake Road intersection
    - a. Widen / restripe eastbound off-ramp to provide two approach lanes for a distance of 240 feet;
    - b. Widen / restripe Bass Lake Road to provide two lanes northbound, and one lane southbound from eastbound ramp to westbound ramp, and;

- c. Signalize eastbound off-ramp terminus intersection with Bass Lake Road.
  - ii. Westbound ramp / Bass Lake Road intersection
    - a. Provide two northbound approach lanes (see item 3.E.i.b above);
    - b. Provide free-right lane from westbound off-ramp to northbound Bass Lake Road (existing configuration);
    - c. Provide departure merge lane northbound Bass Lake Road (merging two lanes into one);
    - d. Provide one southbound approach lane, and one 300-foot right-turn lane to westbound on-ramp, and;
    - e. Side Street Stop Control (existing).
  - iii. Timing of US50 at Bass Lake Road interchange ramp Improvements
    - a. In order to ensure proper timing of the construction of the improvements identified for the US50 at Bass Lake Road interchange ramps, the subdivider shall perform a supplemental traffic analysis in conjunction with each final map application to determine Level of Service (LOS) of the interchange and ramps, to include existing traffic plus traffic generated by each final map.
    - b. If the supplemental traffic analysis indicates that the County's LOS policies would be exceeded by the existing traffic plus traffic generated by that final map, the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.
    - c. If the County's LOS policies are not exceeded upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the proposed roadway improvements. In which case, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.
    - d. If the necessary improvements are constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the projects proportionate fair share towards mitigation of this impact.
- F. Financing and Reimbursement
- i. Project may be reimbursed for the costs of any improvements listed above in items A through E, to the extent such improvements are included in the County's Traffic Impact Mitigation (TIM) Fee Program, in accordance with the County's TIM Fee Reimbursement Guidelines, and subject to a Road Improvement and Reimbursement Agreement between the Project and the County.
  - ii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by the County in a Road Improvement and Reimbursement / Credit Agreement, the Project may receive full or partial credit for the cost of the work against TIM Fees that would otherwise be paid at issuance of building permits.
  - iii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by County in a Road Improvement and Reimbursement /

Credit Agreement, the Project may provide funding and Bid-Ready PS&E to County, for bidding and construction management by County.

- iv. If any improvements are included in the BLHSP PFFP, such improvements may be credited to the project or eligible for reimbursement from the PFFP funds.
- G. With respect to the improvements to the public roadways required in this condition, either one of the following shall be done prior to issuance of a building permit: (a) the subdivider shall be under contract for construction of the required improvements with proper sureties in place, or (b) the subdivider shall have submitted to the County a bid-ready package (PS&E) and adequate funding for construction.
- H. The following requirements apply to all traffic signals identified in this condition.

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

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

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

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

- 23. The applicant shall provide the County with improvement plans and all necessary right-of-way prior to the first certificate of occupancy for the school site infrastructure (water and sewer).

In the event that the eminent domain process must be implemented to acquire right-of way, this right-of-way requirement shall be deemed satisfied by the developer entering into an agreement for condemnation proceedings with the County Counsel together with a deposit of funds as required by County Counsel, or alternative arrangement to the satisfaction of the Transportation Division.

- 24. [Deleted.]

25. Bass Lake Specific Plan Primary Local Roads: Morrison Road is in the BLHSP as a Primary Local Road and is subject to the provisions of the PFFP. At the option of the subdivider, on-site Morrison Road may be constructed in phases concurrently with each phased final map, or constructed at one time with the first final map. The first final map recorded shall provide a connection from Country Club Drive to the subdivision.

Morrison Road shall be constructed to minimum fire safe standards and connecting to Hollow Oak Road concurrently with the final map creating the 25th lot.

Off-site Morrison Road shall be constructed fully from Country Club Drive to Hollow Oak Road concurrently with the final map creating the 25th lot.

26. Encroachment Permit(s): The applicant shall obtain an encroachment permit from County for work connecting to existing Tierra De Dios Drive and Hollow Oak Road. The 'A' Drive connections to Morrison Road shall be constructed to County Standard Plan 103C, modified as shown on the approved Tentative Map.
27. Common Fence/Wall Maintenance: The responsibility and access rights for maintenance of any fences and walls constructed on property lines shall be included in the Covenants Codes and Restrictions (CC&Rs).
28. Onsite landscape and irrigation plans shall be included in the project improvement plans and cost estimates and shall be reviewed by the El Dorado Hills Community Services District and be subject to review and approval by the El Dorado County Development Services Division; the Transportation Division will review the plans for matters concerning roadway safety and sight distance.

### ***Drainage***

29. The applicant shall construct the detention facilities as identified in the project drainage analysis prior to issuance of building permits. Detention facilities shall be designed in accordance with the County of El Dorado Drainage Manual, including provisions for maintenance and vehicular access.
30. An irrevocable offer of dedication of drainage easement shall be made for the project drainage and detention facilities. A homeowner's agreement and association, or other entity, shall be established in order to provide for responsibility and maintenance of the detention facilities.
31. Drainage Study/NPDES Compliance: The project drainage plan facilities and system shall conform to the BLHSP, County Drainage Manual and County Storm Water Management Plan (SWMP)(2003).

At the option of the subdivider, construction and/ or implementation of Site Design Measures, Source Control Measures, and/or Low Impact Development (LID) Design



Standards consistent with the California State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ (Order) may be implemented in lieu of measures identified in the SWMP.

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

32. Drainage (Cross-Lot): Cross lot drainage shall be avoided wherever possible. When concentrated cross lot drainage does occur or when natural sheet flow drainage is increased by the project, it shall be contained within dedicated drainage easements. This drainage shall be conveyed via closed conduit or open channel, to either a natural drainage course of adequate size or an appropriately sized storm drain system. The Grading and Improvement plans shall show drainage easements for all on-site drainage facilities where required.
33. The proposed project must form an entity for the maintenance of public and private roads and drainage facilities. If there is an existing entity, the property owner shall modify the document if the current document does not sufficiently address maintenance of the roads of the current project. Transportation Division shall review the document forming the entity to ensure the provisions are adequate prior to filing of the final map.
34. The final map shall show all drainage easements consistent with the County of El Dorado Drainage Manual, the project final drainage plan, and the project improvement plans.
35. The subdivider shall obtain irrevocable Offers of Dedication and/or drainage easements to the County for public drainage purposes, and shall process same through the County, for offsite drainage easement rights across properties subject to the Specific Plan Development Agreement, to the satisfaction of the Transportation Division, to accommodate any offsite storm water facilities needed to convey concentrated storm water from the project boundary downgradient to an existing established waterway. Subdivider shall design and install any offsite storm water facilities as necessary to the satisfaction of the Transportation Division.

### ***Grading***

36. [Deleted.]
37. Subdivision improvements shall include rough grading of driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Engineer. Construction of said driveways shall conform to the Design and Improvements Standards Manual and the Encroachment Ordinance.

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

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

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

### ***Fire Department***

43. The potable water system for the purpose of fire protection for this residential development shall provide a minimum fire flow of 1,000 gpm with a minimum residual pressure of 20 psi for two-hour duration. This requirement is based upon a single family

dwelling 6,200 square feet or less in size. All homes shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. This fire flow rate shall be in excess of the maximum daily consumption rate for this development. A set of engineering calculations reflecting the fire flow capabilities of the system shall be supplied to the Fire Department for review and approval prior to the approval.

44. This development shall install Mueller Dry Barrel fire hydrants or any hydrant approved by the El Dorado Irrigation District for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. The exact location of each fire hydrant shall be determined by the Fire Department prior to the approval of the improvement plans. Fire hydrants need to be added to Morrison Road at 500' intervals.
45. To enhance nighttime visibility, each hydrant shall be painted with safety white enamel and marked in the roadway with a blue reflective marker as specified by the Fire Department and the Fire Safe Regulations which shall be included in the improvement plans.
46. In order to provide this development with adequate fire and emergency medical response during construction, all access roadways and fire hydrant systems shall be installed and in service prior to framing of any combustible members as specified by El Dorado Hills Fire Department Standard B-003.
47. The open space Lot K between the two developments has no access for emergency personnel and equipment to suppress a wildland fire within this area. The applicant shall be required to provide not less than three (3) all-weather access roadways suitable for fire apparatus to drive on into this area in accordance with Fire Department requirements which shall be included in the improvement plans.
48. The lots that back up to Wildland Open Space shall be required to use non-combustible type fencing.
49. This project may be phased so long as dead end roads do not exceed 800' or 24 parcels; whichever comes first, or as otherwise acceptable to the satisfaction of the fire district.
50. The driveways serving this project shall be designed to be in accordance with the El Dorado County Code prior to approval of the improvement plans. Driveways serving this project shall be designed to a maximum of 16% grade and can be increased to 20% if paved. If there are any driveways in excess of 20 percent, the design must go back to the fire district for review.
51. This development shall revise the Wildland Fire Safe Plan dated October 2005 to reflect the new changes to the development, lot numbering and access changes. This revised Wildland Fire Safe Plan shall be approved by the Fire Department prior to approval of the improvement plans.

52. This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump/dip section of roadway.
53. [Deleted.]
54. The development shall provide an all-weather access roadway designed in accordance with Fire Department requirements that provide access to the open space Lot B, and pedestrian gates in any field fencing erected along the western boundary of Lot B to provide access for the fire-fighting personnel to the properties west of the development.

***Resource Conservation District***

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

***Environmental Management-Air Pollution Control District***

57. Project emissions of ROG, NOX, and PM-10 need to be quantified using either the URBEMIS 7G for windows 5.1.0 or similar model that is acceptable to the District. In addition, District Rule #223 addresses the regulation and mitigation measures for fugitive dust emissions - Rule 223 shall be adhered to during the construction process. In addition, prior to the issuance of any grading or construction permits for the project, the applicant shall submit, as determined by the El Dorado County Air Quality Management District (AQMD), a Fugitive Dust Plan (FDP) application and/or an Asbestos Dust Mitigation Plan (ADMP) application may be required for submittal to and approval by the District prior to beginning project construction.
58. It is the understanding of the District that this area is known to have soil bearing asbestos. Therefore compliance with "Title 17 Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations" of the California Code of Regulations will be mandatory prior to approval of the improvement plans.
59. Project construction involves road development and should adhere to District Rule 224 Cutback and Emulsified Asphalt Paving Materials and the county ordinance concerning asbestos dust prior to the approval of the improvement plans.

60. A health risk assessment shall be prepared when the project will emit toxic air contaminants. Airborne toxic pollutants expected to be generated by the project must be identified. In addition, it must be determined if a project is to be located in an area which may impact existing or planned schools or facilities with the potential to emit toxic or hazardous pollutants. A potential airborne toxic pollutant to consider is asbestos in asbestos-containing serpentine. Applicant will assist the District in preparing a public notice in which the proposed project for which an application for a permit is made is fully described and complies to Health and Safety Code 42301.6. The risk assessment must address the pollutants and potential impacts on public health prior to the approval of the improvement plans.
61. Burning of wastes that result from Land Development Clearing must be permitted through the Air Pollution Control District. Only vegetative waste materials may be disposed of using an open outdoor fire prior to approval of the improvement plans.
62. The project construction will involve the application of architectural coating, which shall adhere to District Rule 215 Architectural Coatings prior to approval of the improvement plans.
63. Prior to construction/installation of any new point source emissions units or non-permitted emission units (i.e., gasoline dispensing facility, boilers, internal combustion engines, etc.), authority to construct applications shall be submitted to the District. Submittal of applications shall include facility diagram(s), equipment specifications and emission factors prior to approval of the improvement plans.

***County Surveyor***

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

***Community Services District***

66. The project includes a 5.77 acre park site, identified as Lot J, which will be offered for dedication to the El Dorado Hills Community Services District. If the parkland dedication is accepted, there will be a credit against Quimby fees; otherwise Quimby in-lieu fees shall be paid in accordance with County policy prior to recordation of the final map. In the event the subdivision is subject to the parkland dedication in-lieu fees based on values supplied by the Assessor's Office and calculated in accordance with Section 120.12.090 of the County Code, the subdivider shall be subject to a \$150.00 appraisal fee payable to the El Dorado County Assessor for the determination of parkland dedication in-lieu fees.

67. The project is subject to the EDHCSD Park Impact Fee in place at the time the building permits are issued. Additionally, the project will be subject to the Bass Lake Hills Specific Plan (BLHSP) Public Facilities Financing Plan (PFFP).
68. EDHCSD requires that all utilities be underground. Underground drainage is also recommended to avoid the safety hazards and maintenance problems of open ditches.
69. A homeowner's association (HOA) needs to be formed to finance ongoing operation and maintenance of street lights (if any), streetscape, and for open space management, or if no HOA is formed, then a Landscape and Lighting Assessment District (LLAD) needs to be created to fund the maintenance and operation of the same. The District also recommends the creation of a shell LLAD for the project as a back-up funding mechanism to a homeowner's association, in the event the homeowner's association should fail to maintain the improvements to the District's standards.
70. Sidewalks and pedestrian/bicycle paths shall comply with the BLHSP. The proper shoulder widths, bikeway widths, striping and signage will be required and should be noted on the plans.
71. Cable television access should be made available to all homes and the development should allow for joint trenching.
72. The El Dorado Hills CSD will provide mandatory waste management services for the residences, including recycling services.
73. Prior to final map approval, a streetscape plan for projects located on all primary local roads shall be submitted for review and approval by the El Dorado Hills CSD.
74. The streetscape is a component of the future Landscape and Lighting Assessment District and would need to be detailed, approved, and have a related maintenance budget prior to the final map.
75. The homebuilders will install the front yard landscaping.
76. To gain access to the park site, a driveway encroachment must be constructed to Transportation Division requirements and on-site parking on the park site must be provided, allowing for vehicles to exit the site in a forward direction, to the satisfaction of the El Dorado Hills Community Services District and Planning Services at the time of park site improvement.

***Other***

77. Regulatory Permits and Documents: All regulatory permits or agreements between the Project and any State or Federal Agency shall be provided to the Transportation Division

with the Project Improvement Plans. These project conditions of approval and all regulatory permits shall be incorporated into the Project Improvement Plans.

78. Electronic Documentation: Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the developer will provide a CD to TD with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.
79. Prior to issuance of the first building permit, the developer shall submit to the County a proposed update to the Bass Lake Hills Public Facilities Financing Plan, including an update to the plan area fee program.
80. Prior to recordation of a final map, a valid facility improvement letter (FIL) shall be issued by the El Dorado Irrigation District (EID) for the subdivision, a new Facility Plan Report (FPR) shall be reviewed and approved by the EID, and improvement plans shall be reviewed and approved by EID. Previously approved and expired plans and reports may be used as templates for new submittals to EID.

### **Mitigation Monitoring and Reporting Program**

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

### **Subdivision Requirements of Law**

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

1. Improvement plans for on-site and off-site road improvements shall be prepared by a registered civil engineer and shall be subject to County Transportation Division approval.
2. The final map shall show all utility, road and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.
3. The developer shall obtain approval of construction drawings and project improvement plans consistent with the Subdivision Design and Improvement Standards Manual and cost estimates from the County Transportation\_Division and pay all applicable fees prior to commencement of any improvements on the public street and service facilities. All improvements shall be consistent with the approved tentative map.

4. The construction of all required improvements shall be completed with the presentation of the final map to the 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 Transportation Division.
5. Subdivision improvements shall include driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Transportation Director. Driveways shall be installed in a manner and location acceptable to the County Transportation Division and shall meet standard County driveway requirements.
6. All grading plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the Transportation Division. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Transportation Division shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. No building permit shall be issued by the County until final grading plans and erosion control plans are approved by the Transportation Division and the grading is completed.
7. The timing of construction and method of revegetation shall be coordinated by the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Transportation Division. The Transportation Division shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
8. Improvement plans shall incorporate protective measures toward existing oak trees per Volume IV, Design and Improvement Standards Manual, Oak Tree and Wetlands Preservation Requirements and Specifications (County Resolution No. 199-91).
9. All survey monuments shall be set prior to the presentation of the Final Map to the Board of Supervisors for approval; or the developer shall have a surety of work to be done by bond or cash deposit and shall provide 50 percent labor and materials bond. Verification of set monuments, work completed, or work to be completed, and cost of completion is to be determined by the County Surveyor.
10. All roads shall be named by filing a completed road naming petition for each proposed road with the county Surveyor's office prior to filing the final map.



11. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible fire protection district. The location of hydrants shall be shown on the improvement plans which shall be subject to the approval of the fire protection district.
12. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.
13. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.
14. Prior to filing a final map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493 (d).
15. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. The procedures set forth in Supplementary Document J, Section VIII, of the California Environmental Quality Act (CEQA) Guidelines concerning treatment of the remains shall be followed.
16. If archaeological sites or artifacts are discovered, the subdivider shall retain an archaeologist to evaluate the resource. If the resource is determined to be important, as defined in Section 15064.5 of the CEQA Guidelines, mitigation measures, as agreed to by the subdivider, archaeologist, and Development Services Division shall be implemented. Treatment of Native American remains and/or archaeological artifacts shall be the responsibility of the subdivider and shall be subject to review and approval by the County Planning Director.



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2017-0046209-00**

Acct 30-EL DORADO CO BOARD OF SUPERVISORS  
Tuesday, OCT 17, 2017 08:16:32  
Ttl Pd \$0.00 Rcpt # 0001889964  
MMF/C1/1-43

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

County of El Dorado  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Director of Planning and Building  
Development

**EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE §27383**

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**COMMUNITY BENEFIT AND  
DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF EL DORADO**

**AND**

**LENNAR WINNCREST, LLC,**

**FOR THE DEVELOPMENT KNOWN AS  
THE BELL RANCH RESIDENTIAL PROJECT**

Effective Date: 9/19, 2017

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

This Community Benefit and Development Agreement (hereinafter “**Agreement**”) is made and entered into this 9<sup>th</sup> day of September, 2017, by and between the **County of El Dorado** (hereinafter “**County**”) and **Lennar Winncrest, LLC**, (hereinafter “**Developer**”), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Chapter 130.58 of the County's Ordinance Code relating to development agreements.

**Recitals**

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

A. The County of El Dorado, a semi-rural County located in the Sacramento metropolitan region, prides itself on providing a high quality of life to its residents. The County strives to balance the need for a healthy, diverse economy, including a wide variety of commercial and retail opportunities, and adequately financed and maintained infrastructure, with a healthy, sustainable, natural environment.

B. The El Dorado Hills area has been identified by the County for many years as one of the primary areas affording an opportunity for providing residential development to serve the County's current and future growth.

C. Developer is in the business of developing residential communities in Northern California. The Developer owns approximately 113 acres of real property which is commonly known as the Bell Ranch Property (the “**Property**”). The Property is located within the El Dorado Hills area of the County on the north side of Tierra de Dios Drive. The Property is located within an area of the County designated as Community Region in the County's General Plan.

D. In 1995, the County approved the Bass Lake Hills Specific Plan (“**BLH Specific Plan**”). In 1998, the County entered into a development agreement with the then-land owner, Bell Ranch Properties LTD (“**1998 Bell Ranch Development Agreement**”). In 2004, the County adopted the Bass Lake Hills Specific Plan Public Facilities Financing Plan (“**BLH Financing Plan**”). In 2005, the County approved a tentative map (“**Tentative Map**”) to subdivide the Property into 113 single-family lots (see Exhibit 1 attached hereto). At the same time, the County approved two other tentative maps for projects in the BLH Specific Plan area. They were the Hawk View tentative map that created 114 lots and the Bell Woods tentative map that created 54 lots (together are referred to as the “**Other Tentative Maps**”). In 2008, the County extended the life of the Tentative Map to May 2013. With statutory extensions, the life of the Tentative Map was extended to May 2017. In April 2016, the County approved a request to amend a number of the conditions of approval and extended the life of the Tentative

Map one additional year to May 2018. The Tentative Map and the related entitlements are the “**Project**”. The Property is sometimes referred to as El Dorado County Assessor’s Parcel No. 119-020-52-100.

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

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

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

H. On 9/19, 2017, the Board of Supervisors introduced Ordinance No. 5063 approving this Agreement and authorizing its execution, and adopted such Ordinance on 9/19, 2017, with the Effective Date as set forth in Section 1.2.

## Definitions

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

- A. "Agreement" means this Community Benefit and Development Agreement.
- B. "Applicable General Plan" means the County's General Plan, adopted on July 19, 2004, as amended through 9/19/2017 (insert date DA is approved by Board), 2017.
- C. "BLH Financing Plan" means the Bass Lake Hills Specific Plan Public Facilities Financing Plan, as it may be amended.
- D. "CIP" means that list of projects contained within the County of El Dorado Capital Improvement Program, as adopted by the Board of Supervisors and as may be updated and amended from time to time by the Board.
- E. "Conditions of Approval" mean the requirements placed on the Project Approvals as conditions to development of the Project. A copy of the Conditions of Approval is attached as Exhibit 2.
- F. "County" means the County of El Dorado.
- G. "County-wide Facility Fee" has the meaning described in section 3.2.3.
- H. "Developer" means Lennar Winncrest, LLC, or its successors in interest.
- I. "Effective Date" has the meaning described in Section 1.2.
- J. "EIR" means Final Program Environmental Impact Report for the Bass Lake Road Study Area, State Clearinghouse No. 1990020375, certified by the Board of Supervisors in January 1992.
- K. "Mitigation Measures" mean the requirements placed on the Property to cure or lessen the environmental impacts of the Project as identified in the analysis of the Project done in the EIR, 1992 EIR Addendum, the Final IS/MND, and the 2016 Addendum.
- L. "Property" means the property commonly known as the Bell Ranch Property, currently identified as El Dorado County Assessor's Parcel No. 119-020-52-100. A map showing the location and boundaries of the Property is attached as Exhibit 3, and the legal description describing the Property is attached as Exhibit 4.
- M. "Project" means the Tentative Map and related entitlements as described in the Recitals.

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

## SECTION 1. - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

1.7. Right to Assign; Non-Severable Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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



1.16. List of Exhibits.

- Exhibit 1: Tentative Map
- Exhibit 2: Conditions of Approval
- Exhibit 3: Property Map
- Exhibit 4: Property Legal Description

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

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

## SECTION 2. - DEVELOPMENT OF THE PROPERTY

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

- 2.1.1. The Bass Lake Hills Specific Plan, approved November 7, 1995;
- 2.1.2. The Planned Development Site Plan for the Project;
- 2.1.3. The Tentative Map (TM96-1321) approved by the County;
- 2.1.4. The revisions to the conditions of approval of the Tentative Map (TM96-1321-R);
- 2.1.5. The Bass Lake Hills Specific Plan Public Facilities Financing Plan, dated June 8, 2004; and
- 2.1.6. The Mitigation Monitoring and Reporting Program adopted with the Project.

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

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

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

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

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

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

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

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

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

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

2.5. Revisions to Project Approvals. Developer may apply, in writing, to revise the Project Approvals. If the Director of Planning and Building Department, or his/her designee, determines, in his sole discretion, that the requested revision is (1) a minor

change to the Project considered as a whole; (2) does not increase the density or intensity of the use approved in the Project Approvals; (3) is consistent with this Agreement; (4) is consistent with the Applicable General Plan; and (5) does not change the analysis contained in the EIR, the Director of Planning and Building Department or his/her designee may approve the requested revision without public hearing. The notice and appeal process for such a revision shall be the same process as for any other Director of Planning and Building Department approval at the time of the action requested. If the Director of Planning and Building Department determines the application does not comply with the above, then it shall be processed with all applicable public hearing and notice provisions then in effect.

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

### **SECTION 3. - OBLIGATIONS OF THE PARTIES**

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

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

3.2.1. Timing of Construction of Country Club Drive Improvements. Developer shall be responsible for the design, plans, specifications and estimates, utility relocation, right-of-way acquisition, and construction of the Country Club Drive Improvements as more fully described in the Conditions of Approval. At the time of entering into this Agreement, Developer has already begun the improvement plans for the Country Club Drive Improvements. The Developer shall satisfy the timing requirements for construction of the Country Club Drive Improvements (or submittal of the bid-ready package to the County) as set forth in the Conditions of Approval. For purposes of this Agreement, the terms "complete(s)" or "completion" when referring to the Country Club Drive Improvement mean the earlier of one of the following: (a) Developer is under contract for the construction of Country Club Drive Improvements, with proper sureties in place; or (b) Developer has provided the County with a complete set of improvement plans, specifications and estimates and adequate funding for completion of the improvements. Developer agrees to using its good-faith, reasonable efforts to secure all necessary rights-of-way and permits. But the parties

agree that completion of right-of-way acquisition and outstanding federal, state, local and public utility permits and approvals are not required for satisfaction of (b) above.

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

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

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

Drive Improvements to the southern limit of the work previously done as part of the Hollow Oak Road/Bass Lake Road realignment project. In-lieu of the overlay, the Developer, at its option, may pay to the County adequate funding for the Overlay Project (based on a mutually agreed upon engineer's estimate of costs). The costs incurred by Developer for the Overlay Project are eligible for funding in the BLH Financing Plan.

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

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

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

by County and a reconciliation of the final cost of the improvements has been made, at an annual rate of fifteen percent (15%) of the outstanding balance in each of the first five years with the balance of twenty-five percent (25%) being paid in the sixth year. County shall not be required to issue credits pursuant to this section if doing so would impair the County's ability to meet its contractual obligation to make payments pursuant to reimbursement commitments existing as of the effective date of this Agreement.

CREDIT/REIMBURSEMENT EXAMPLE

TIM Fees (Non-Highway 50) Generated by Project (113 units x Local TIM Fee)	\$1,694,209
Less Silva Valley Interchange Set-aside	(\$508,263)
Allowable TIM Fee Credit Amount	\$1,185,946
Qualified CIP-related Creditable Cost of Country Club Drive Improvements	\$6,000,000
Allowable TIM Fee Credit Amount	(\$1,185,946)
Balance to be Reimbursed/Assigned as Credits or combination of both	\$4,814,054
Credits Assigned to Hawk View Project (114 Units x Local, non-Silva Valley, TIM Fee)	\$1,196,441
Amount to Be Reimbursed to Developer	\$3,617,613

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

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

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

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

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

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

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

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

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

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

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

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

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



## SECTION 4. - ANNUAL REVIEW

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

## SECTION 5. - DEFAULT, ENFORCEMENT AND REMEDIES

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

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

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

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

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

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

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

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

## SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

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

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

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

6.2. No Liability for Acts of Developer.

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

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

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

6.3. Duty to Defend Challenges to this Agreement.

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

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

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

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

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

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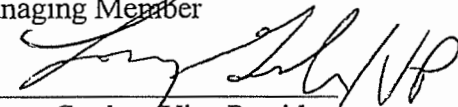
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IN WITNESS WHEREOF, the parties have duly signed this Agreement as of the date first written above.

DEVELOPER:

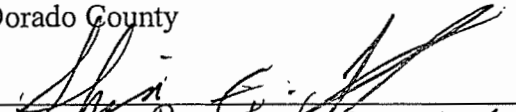
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a Delaware limited liability company

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

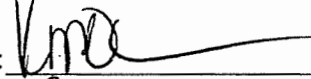
By:   
Larry Gualco, Vice President

COUNTY:

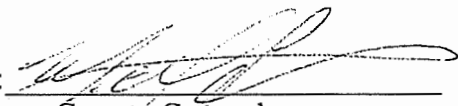
El Dorado County

By:   
Its: Chair, Board of Supervisors

ATTEST:

By:   
9/11/2017

APPROVED AS TO FORM:

By:   
County Counsel

ACKNOWLEDGMENT

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

State of California
County of Placer } ss.

On September 26, 2017 before me, Monique Reynolds

Notary Public, personally appeared Larry Gualco

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

(seal)

OPTIONAL INFORMATION

Date of Document Community Benefit and Development Agr Thumbprint of Signer

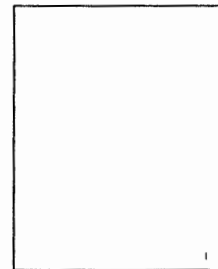
Type or Title of Document Bell Ranch Residential

Number of Pages in Document

Document in a Foreign Language

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

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



Check here if no thumbprint or fingerprint is available.

Other Information:

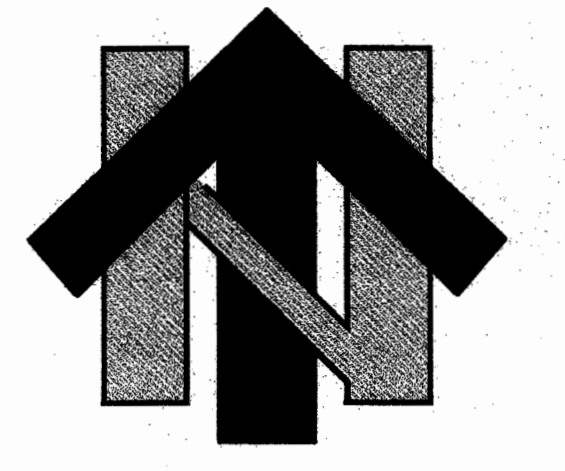
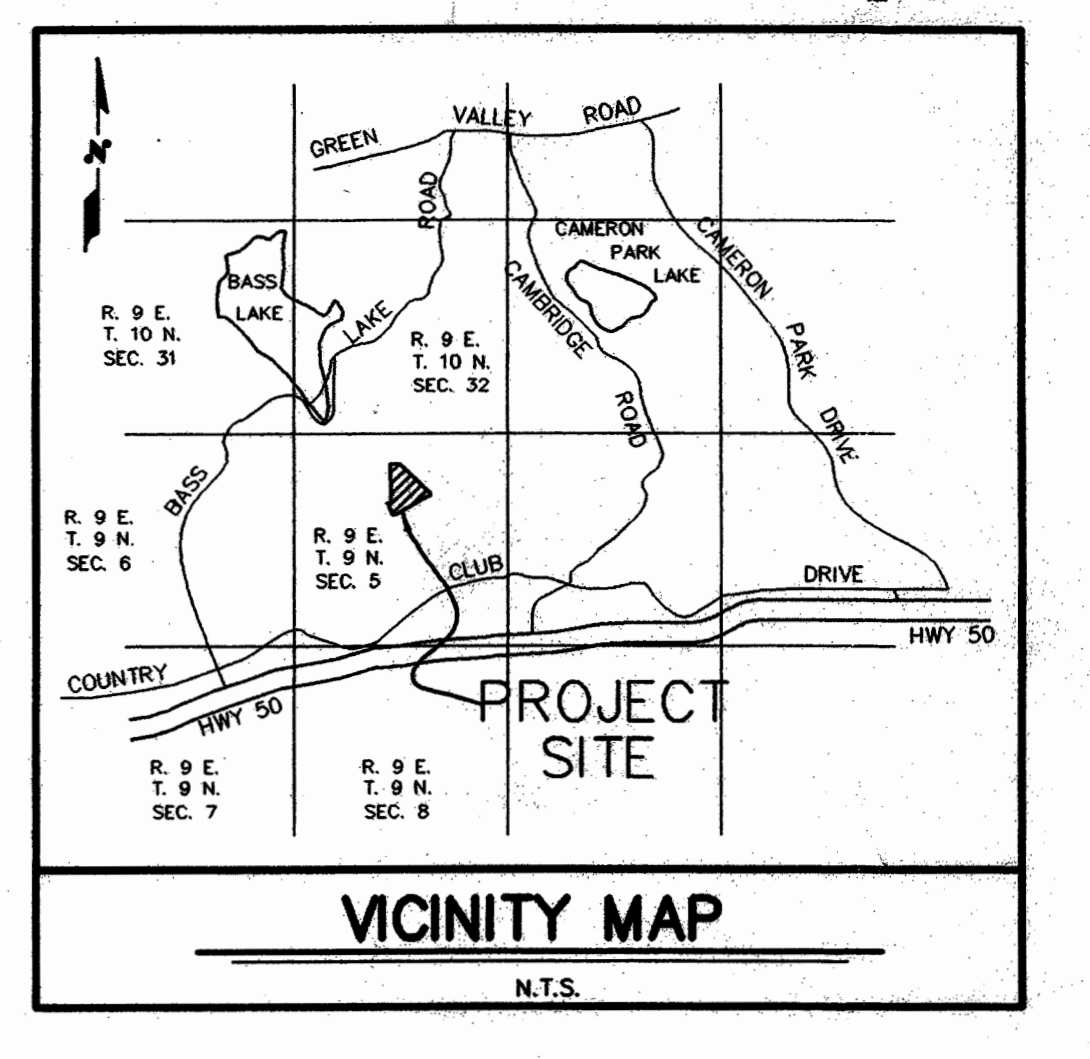


# TENTATIVE MAP BELL WOODS

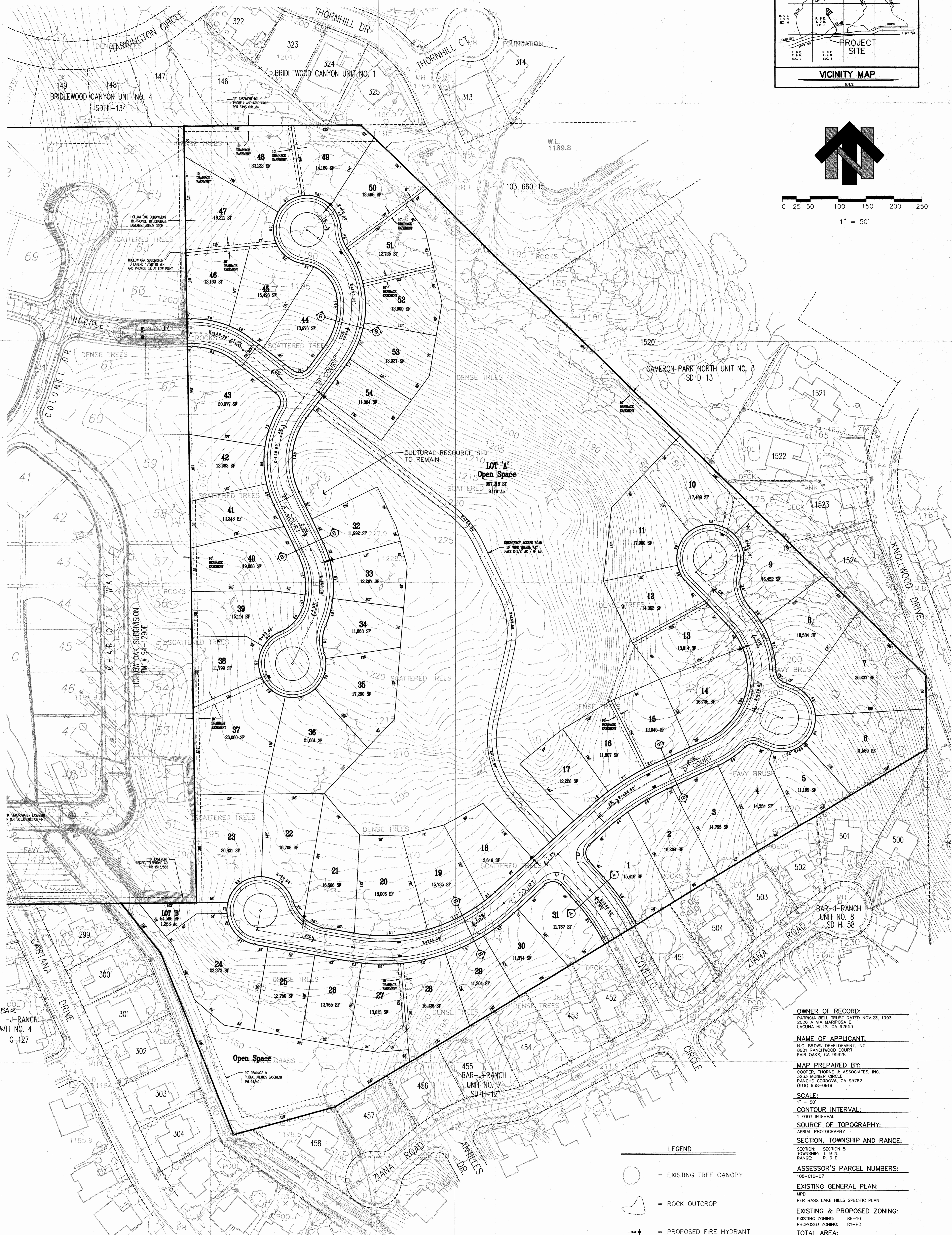
VILLAGE 'J' - A PORTION OF BASS LAKE HILLS SPECIFIC PLAN  
EL DORADO COUNTY, CALIFORNIA

APPROVED  
PLANNING COMMISSION  
DATE: 5-13-02  
BY: [Signature]  
DESIGNING ENGINEER

RECEIVED  
PLANNING DEPARTMENT  
DATE: 5-13-02  
BY: [Signature]  
DESIGNING ENGINEER

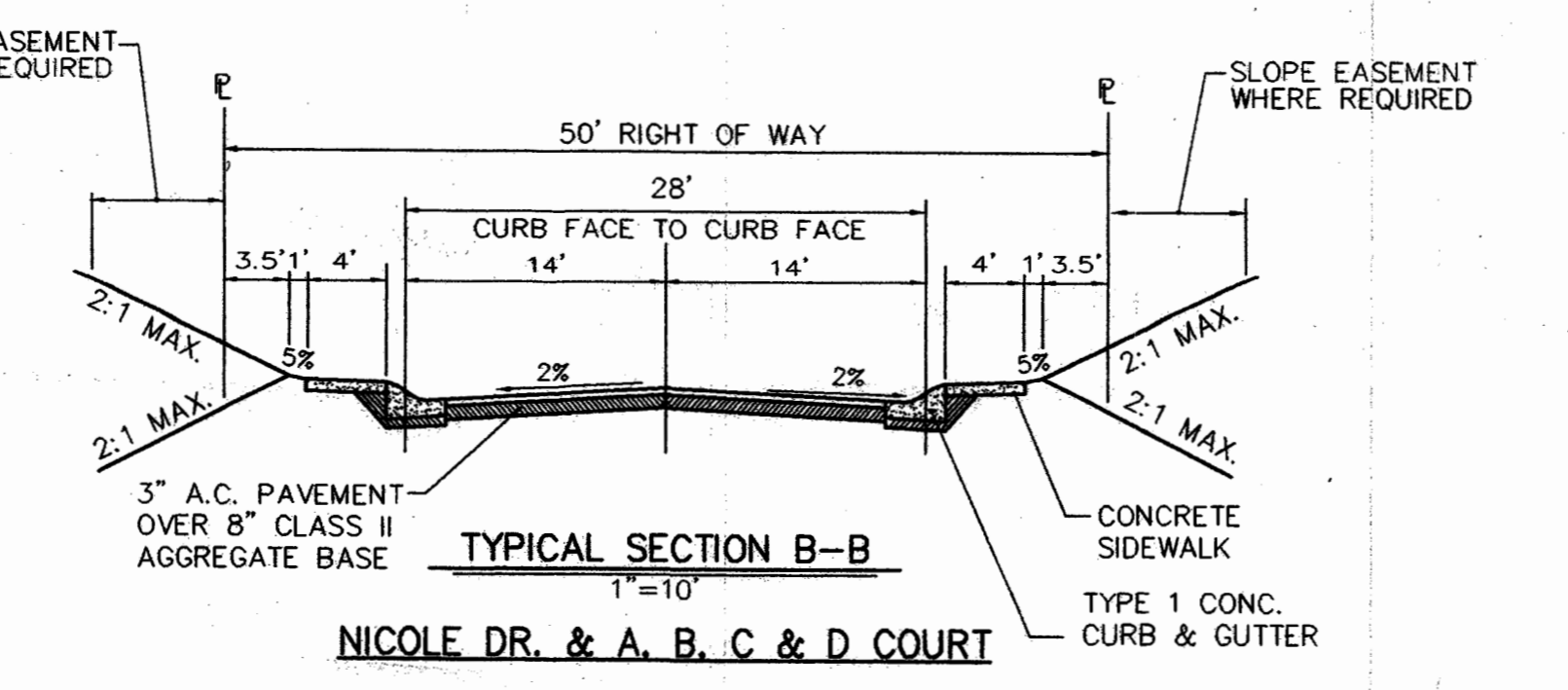
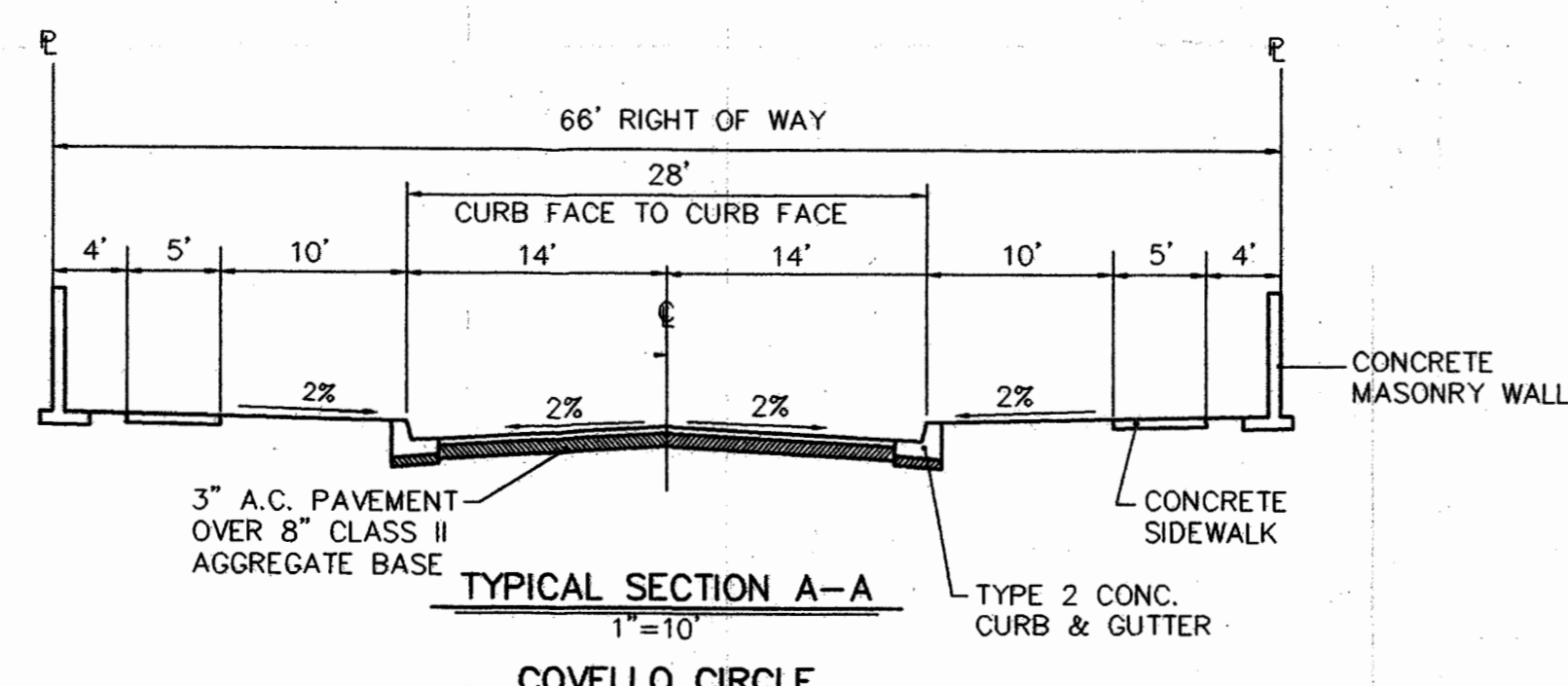


0 25 50 100 150 200 250  
1" = 50'



LAND USE BREAKDOWN	
LOT A AND B	OPEN SPACE
LOT 1 - LOT 54	SINGLE FAMILY RESIDENTIAL

ACREAGE BREAKDOWN	
DESCRIPTION	AREA (ACRES)
STREET RIGHT OF WAY	4.67
LOTS	19.24
OPEN SPACE	10.37
<b>TOTAL</b>	<b>34.28 ACRES</b>



**NOTES:**

1) PRIOR TO APPROVAL OF ANY FINAL MAP IN BASS LAKE HILLS THE APPLICANT AND/OR APPLICANTS ARE RESPONSIBLE FOR THE PREPARATION OF THE PUBLIC FACILITY FINANCING PLAN IN STRICT CONFORMANCE WITH THE GUIDELINES SET FORTH IN SECTION 9.4 AND 9.5 OF THE BASS LAKE HILLS SPECIFIC PLAN. COST ASSOCIATED WITH THE PREPARATION OF THE PUBLIC FACILITY FINANCING PLAN OVER AND ABOVE THIS PROJECT'S FAIR SHARE ARE SUBJECT TO REIMBURSEMENT.

- LEGEND**
- = EXISTING TREE CANOPY
  - = ROCK OUTCROP
  - = PROPOSED FIRE HYDRANT
  - = EXISTING FIRE HYDRANT
  - = DIRECTION OF STREET GRADE
  - = EXISTING SWALE
  - = FINISH GRADE
  - = DRAINAGE EASEMENT
  - = DRAIN INLET

**ENGINEERS CERTIFICATE**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE LAND DEVELOPMENT KNOWN AS BELL WOODS, HAS BEEN ESTABLISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND GUIDELINES ESTABLISHED BY THE COUNTY OF EL DORADO.

[Signature] R.C.E. 34520 DATE: 5-13-02

**OWNER OF RECORD:**  
PATRICIA BELL TRUST DATED NOV. 23, 1993  
3233 MONTER CIRCLE  
LAGUNA HILLS, CA 92653

**NAME OF APPLICANT:**  
N.C. BROWN DEVELOPMENT, INC.  
8601 BRANCHED CANYON COURT  
FAIR OAKS, CA 95628

**MAP PREPARED BY:**  
COOPER, THORNE & ASSOCIATES, INC.  
3233 MONTER CIRCLE  
RANCHO CORDOVA, CA 95762  
(916) 638-0919

**SCALE:**  
1" = 50'

**CONTOUR INTERVAL:**  
1 FOOT INTERVAL

**SOURCE OF TOPOGRAPHY:**  
AERIAL PHOTOGRAPHY

**SECTION, TOWNSHIP AND RANGE:**  
SECTION: SECTION 5  
TOWNSHIP: T. 5 N.  
RANGE: R. 5 E.

**ASSESSOR'S PARCEL NUMBERS:**  
108-010-07

**EXISTING GENERAL PLAN:**  
MPO  
PER BASS LAKE HILLS SPECIFIC PLAN

**EXISTING & PROPOSED ZONING:**  
EXISTING ZONING: RE-10  
PROPOSED ZONING: R1-PD

**TOTAL AREA:**  
34.28 ACRES

**NUMBER & DENSITY OF LOTS:**  
NUMBER: 54 RESIDENTIAL LOTS, 2 OPEN SPACE LOTS  
DENSITY: 1.55 UNITS/ACRE

**MINIMUM LOT AREA:**  
11,004 SF

**MAXIMUM LOT AREA:**  
26,080 SF (0.599 ACRES)

**WATER SUPPLY:**  
EL DORADO IRRIGATION DISTRICT

**SEWAGE DISPOSAL:**  
EL DORADO IRRIGATION DISTRICT

**COMMUNITY SERVICE DISTRICT:**  
CAMERON PARK COMMUNITY SERVICE DISTRICT (PROPOSED)

**PROPOSED STRUCTURAL FIRE PROTECTION:**  
EL DORADO HILLS COUNTY  
WATER DISTRICT (FIRE DEPARTMENT)

**DATE OF PREPARATION:**  
APRIL, 2002 REVISED

Planning Commission  
Approval/Denial Date: \_\_\_\_\_

Board of Supervisors  
Approval/Denial Date: \_\_\_\_\_

Exhibit K

**cta** COOPER, THORNE & ASSOCIATES, INC.  
Civil Engineering & Land Surveying  
3233 Monter Circle, Suite 1  
Rancho Cordova, CA 95762  
(916) 638-0919 / FAX 638-2479

**FILE COPY**

**Conditions of Approval**

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

The project description is as follows:

One-year time extensions to approved tentative subdivision map (TM01-1380 Bell Woods) in accordance with Section 120.74.030 of the El Dorado County Subdivision Ordinance and Bass Lake Hills Specific Plan.

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

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

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

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

3. The Development Plan PD 01-0008 for Bell Woods shall consist of the following : 54 single family lots ranging in size from 1 1,004 to 26,080 square feet, and 2 open space lots on 34.28 acres.



4. The Development Plan PD 01 -08 for Bell Woods (Exhibit ~~E~~K) shall be in substantial compliance with the Bell Woods tentative map.
5. The Development Plan PD 01-0008 for Bell Woods shall conform to the development standards of the R1-PD zoning district with the exception of a coverage limitation of 45 percent and the following revised setbacks: Front – 20 feet minimum; Rear – 15 feet minimum; Side – 5 feet minimum (not height dependent); and Street Side – 15 feet minimum fronting street.

**IMPROVEMENT PLANS AND GENERAL CONDITIONS – Development Plan/Tentative Map**

6. Pursuant to Item 9.3.1 of the Bass Lake Hills Specific Plan, the applicant shall agree to reimburse El Dorado County for the preparation, adoption, administration, and CEQA mitigation monitoring of the Plan. Fees will be assessed prior to the recordation of the final map and must be paid in full prior to issuance of the first building permit.
7. Consistency with County Codes and Standards: The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual (as may be modified by the Conditions of Approval or by approved Design Waivers) from the County Transportation Division and pay all applicable fees prior to filing of the final map.

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

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

8. 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.
9. 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 and shall be irrevocably offered to the County.

10. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.
11. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the California Department of Forestry and air pollution permits from the County prior to said burning activities.
12. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible Fire Protection District. The emergency vehicle circulation and the location of hydrants shall be shown on the improvement plans, which shall be subject to the approval of the Fire Protection District.
13. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and the Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. If archaeological artifacts are discovered, the developer shall retain an archaeologist to make recommendations for the treatment of the artifacts. Treatment of Native American remains or archaeological artifacts shall be the responsibility of the developer and shall be subject to the review and approval of the County Planning Director.

**Roads**

14. This project is subject to El Dorado County traffic fee programs. Said fees shall be due upon the issuance of a building permit. If, prior to the application for a building permit for said project, a revised fee is established, such revised amount shall be paid.
15. Vehicular Access Restriction: A vehicular access restriction shall be designated along Covello Circle for the frontage of lots 1 and 31.
16. Road Design Standards: The applicant shall construct all roads in conformance with the County Design and Improvements Standards Manual (DISM) and the Bass Lake Hills Specific Plan (BLHSP), modified as shown on the Tentative Map and as presented in Table 1 (the requirements outlined in Table 1 are minimums).

<b>ROAD NAME</b>	<b>REFERENCE</b>	<b>ROAD WIDTH</b>	<b>EXCEPTIONS / NOTES</b>
Covello Circle	Specific Plan & Std Plan 101B	32 feet (50 foot R/W), plus utility/ slope easements	25 MPH Design Speed Type 2 vertical curb & gutter, with 4 foot sidewalks on one side
Nicole Drive	Specific Plan & Std Plan 101B	28 feet (50 foot R/W), plus utility/ slope easements	25 MPH Design Speed Type 1 rolled curb & gutter with 4 foot sidewalks

ROAD NAME	REFERENCE	ROAD WIDTH	EXCEPTIONS / NOTES
Project Cul-de-sacs (A, B, C and D Courts)	Specific Plan & Std Plans <u>101B</u>	28 feet (50 foot R/W), plus utility/ slope easements	Type 1 rolled curb & gutter with no sidewalks

*\*Road widths in the preceding table are measured from curb face to curb face or edge of pavement if no curb. Curb face for rolled curb and gutter is 6" from the back of the curb. Type 2 vertical Curb and Gutter required adjacent to open space, park, and non-frontage lots.*

Sidewalks may be located outside the right-of-way and meander as a means to provide interest and variety in alignment. The alignment and design of the sidewalks shall be reviewed and approved by the Department of Transportation prior to filing the final map. Sidewalks shall be connected to any walk/trail systems in the project open space areas. Pedestrian easements are to be provided where necessary.

Note 1: Cul-de-sacs shall to the satisfaction of the Fire District and shall have no landscaping within the cul-de-sacs.

Note R-1: the following Design Waivers have been requested:

1. All sidewalks on the local roads reduced from 6 to 4 feet and may meander. This 4-wide sidewalk is required in the Bass Lake Hills Specific Plan. This Department recommends approval of the above requested design waiver.
2. The proposed lengths of C and D Court exceed 500 feet and the applicant requests lengths of approximately 600 feet and 750 feet respectively. The proposed lengths of A and B Court exceed 500' when the length of Nicole Drive is added. The Transportation Division recommends approval of the above requested design waiver.

17. [Deleted.]

18. Offer of Dedication: The project shall offer to dedicate, in fee, the rights of way for roadways shown in Table 1 with the final map. Said offer shall include all appurtenant slope, drainage, pedestrian, public utility, or other public service easements as determined necessary by the County.

The offer(s) will be accepted by the County, provided that a County Service Area Zone of Benefit has been created and funded to provide for maintenance of the roadways.

At the option of the subdivider, the roadways may be private, except that emergency access shall be public. In the event of the private roadways option, a Homeowners Association (or other mechanism approved by County) shall be formed for the purpose of maintaining the private roads and drainage facilities, in which case the above listed offers of dedication will be rejected by the County.

19. Bus turnouts and shelters shall be constructed at locations required by El Dorado Transit and the appropriate school district.

20. No freestanding walls, fences, or retaining walls are allowed in the road right-of-way, except at the discretion of the Transportation Division.
21. A slope easement shall be recorded on Lot 7, sufficient to accommodate road-side slope for Knollwood Drive.
22. The emergency access road through Lot A shall be constructed to link Covello Circle and Nicole Drive prior to the first building permit being issued for any residential structure except where the issuance of building permits is for model homes, which shall be unoccupied. This emergency access road shall be gated at its entrance to the public roads and is subject to the approval of, or may be modified by, the appropriate Fire District.
23. [Deleted.]
24. Off-site Improvements (Acquisition): As specified elsewhere in these Conditions of Approval, the applicant is required to perform off-site improvements. If the applicant does not secure, or cannot secure sufficient title or interest for lands where said off-site improvements are required, and prior to filing of any final or parcel map, the applicant shall enter into an agreement with the County pursuant to Government Code Section 66462.5. The agreement will allow the County to acquire the title or interests necessary to complete the required off-site improvements. The Form, Terms and Conditions of the agreement are subject to review and approval by County Counsel.

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

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

- i. Is a portion of the 2015 County Capital Improvement Program (CIP) Project #66109;
  - ii. Is a BLHSP Urban Collector;
  - iii. Grading will be consistent with the ultimate 4-lane facility;
  - iv. Construct a divided two lane highway with median, 18 Feet of pavement in each direction. Typical section as shown on approved Tentative Map for Hawk View Ridge Subdivision TM 00-1371R.
  - v. It is recognized that Bass Lake Road will require improvements for some distance north of the realigned Country Club Drive Intersection to achieve conformance of the revised profile with the existing roadway. The exact distance is to be determined with the final Improvement Plans.
  - vi. The reconstruction shall generally be consistent with the alignment and profile shown on the improvement plans entitled, Bass Lake Road Reconstruction From Highway 50 to Hollow Oak Road, Project #66109, approved by the County Engineer on June 20, 2007, and modified to accomplish the anticipated work required at this time.
  - vii. The project plans shall include conduits for future landscape irrigation and electrical lines.
- B. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the new Country Club Drive (aka Tierra De Dios) on an alignment substantially consistent with the BLHSP, and includes the following assumptions:
- i. Is identified in the 2015 County CIP as Project #GP126;
  - ii. Is a BLHSP Urban Collector;
  - iii. Is a two-lane road, 36 feet in width (plus left turn pockets);
  - iv. Has a 35-40 mph design speed, and;
  - v. Includes conversion of the existing segment of Country Club Drive into a Class I bike path / Multi-use trail: Approximately 100 feet of pavement will be removed at either end; A new paved trail eight (8) feet in width shall be placed at each end to provide connectivity to adjacent facilities; Bollards shall be installed to prevent motor vehicle access; striping and signing shall be provided subject to review and approval by TD.
- C. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of the realignment of Country Club Drive at its existing intersection with Tierra De Dios Drive (east end of Tierra De Dios Drive) consistent with the intent of the BLHSP, and includes the following assumptions:
- i. Is a BLHSP Urban Collector;
  - ii. Is a two-lane road, 36 feet in width, and;
  - iii. Has a 35-40 mph design speed.

- D. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of intersection improvements at the intersection of Bass Lake Road and the realigned Country Club Drive Intersection, and includes the following assumptions:
- i. Northbound approach to include one through lane and a 200 foot right turn lane;
  - ii. Southbound approach to include one through lane and a 300 foot left turn lane;
  - iii. Westbound approach to include one through lane and a 300 foot left turn lane, and;
  - iv. Signalization of the intersection of Bass Lake Road and the realigned Country Club Drive.
- E. Project shall be responsible for the design, PS&E, utility relocation, right of way acquisition, and construction of improvements at the intersection of Bass Lake Road and the US50 at Bass Lake Road interchange ramps and includes the following assumptions:
- i. Eastbound ramp / Bass Lake Road intersection
    - a. Widen / restripe eastbound off-ramp to provide two approach lanes for a distance of 240 feet;
    - b. Widen / restripe Bass Lake Road to provide two lanes northbound, and one lane southbound from eastbound ramp to westbound ramp, and;
    - c. Signalize eastbound off-ramp terminus intersection with Bass Lake Road.
  - ii. Westbound ramp / Bass Lake Road intersection
    - a. Provide two northbound approach lanes (see item 3.E.i.b above);
    - b. Provide free-right lane from westbound off-ramp to northbound Bass Lake Road (existing configuration);
    - c. Provide departure merge lane northbound Bass Lake Road (merging two lanes into one);
    - d. Provide one southbound approach lane, and one 300-foot right-turn lane to westbound on-ramp, and;
    - e. Side Street Stop Control (existing).
  - iii. Timing of US50 at Bass Lake Road interchange ramp Improvements
    - a. In order to ensure proper timing of the construction of the improvements identified for the US50 at Bass Lake Road interchange ramps, the subdivider shall perform a supplemental traffic analysis in conjunction with each final map application to determine Level of Service (LOS) of the interchange and ramps, to include existing traffic plus traffic generated by each final map.
    - b. If the supplemental traffic analysis indicates that the County's LOS policies would be exceeded by the existing traffic plus traffic generated by that final map, the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.

- c. If the County's LOS policies are not exceeded upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the installation of proposed roadway improvements. In which case, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.
- d. If the necessary improvements are constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the projects proportionate fair share towards mitigation of this impact.

F. Financing and Reimbursement

- i. Project may be reimbursed for the costs of any improvements listed above in items A through E, to the extent such improvements are included in the County's Traffic Impact Mitigation (TIM) Fee Program, in accordance with the County's TIM Fee Reimbursement Guidelines, and subject to a Road Improvement and Reimbursement Agreement between the Project and the County.
  - ii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by the County in a Road Improvement and Reimbursement / Credit Agreement, the Project may receive full or partial credit for the cost of the work against TIM Fees that would otherwise be paid at issuance of building permits.
  - iii. If any improvements are included in the County's 10-year CIP and TIM Fee Program, and agreed to by County in a Road Improvement and Reimbursement / Credit Agreement, the Project may provide funding and Bid-Ready PS&E to County, for bidding and construction management by County.
  - iv. If any improvements are included in the BLHSP PFFP, such improvements may be credited to the project or eligible for reimbursement from the PFFP funds.
- G. With respect to the improvements to the public roadways required in this condition, either one of the following shall be done prior to issuance of a building permit: (a) the subdivider shall be under contract for construction of the required improvements with proper sureties in place, or (b) the subdivider shall have submitted to the County a bid-ready package (PS&E) and adequate funding for construction.

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

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

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

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

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

26. [Deleted.]

27. The applicant shall provide the County with improvement plans and all necessary right-of-way prior to the first certificate of occupancy for the school site access along Country Club Drive (G-H) and Silver Dove Way (Q-G).

In the event that the eminent domain process must be implemented to acquire right-of way, this right-of-way requirement shall be deemed satisfied by the developer entering into an agreement for condemnation proceedings with County Counsel together with a deposit of funds as required by County Counsel, or alternative arrangement to the satisfaction of the Transportation Division.

28. [Deleted.]

29. Encroachment Permit(s): The applicant shall obtain an encroachment permit from County for work connecting to existing Covello Circle and Salt Wash Way.

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

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

### **Drainage**

32. The applicant shall construct the detention facilities as identified in the project drainage analysis prior to issuance of building permits. Detention facilities shall be designed in accordance with the County of El Dorado Drainage Manual, including provisions for maintenance and vehicular access. Vehicular access shall be provided from C Court to the basin in Lot B with security provisions or alternative access shall be provided if determined to be satisfactory by the Transportation Division.



33. An irrevocable offer of dedication of drainage easement shall be made for the project detention facilities. A homeowner's agreement and association, or other entity, shall be established in order to provide for ownership in fee title to the detention facility.
34. Drainage Study/NPDES Compliance: The project drainage plan facilities and systems shall conform to the BLHSP, County Drainage Manual and County Storm Water Management Plan (SWMP)(2003).

At the option of the subdivider, construction and/ or implementation of Site Design Measures, Source Control Measures, and/or Low Impact Development (LID) Design Standards consistent with the California State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ (Order) may be implemented in lieu of measures identified in the SWMP.

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

35. Drainage (Cross Lot): Cross lot drainage shall be avoided wherever possible. When concentrated cross lot drainage does occur or when the natural sheet flow drainage is increased by the project, it shall be contained within dedicated drainage easements. This drainage shall be conveyed via closed conduit or open channel, to either a natural drainage course of adequate size or an appropriately sized storm drain system. The Grading and Improvement plans shall show drainage easements for all on-site drainage facilities where required.
36. The proposed project must form an entity for the maintenance of public and private roads and drainage facilities. If there is an existing entity, the property owner shall modify the document if the current document does not sufficiently address maintenance of the roads of the current project. Transportation Division shall review the document forming the entity to ensure the provisions are adequate prior to filing of the final map.

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

37. The final map shall show all drainage easements consistent with the County of El Dorado Drainage Manual, the project final drainage plan, and the project improvement plans.
38. The subdivider shall obtain irrevocable Offers of Dedication and/or drainage easements to the County for public drainage purposes, and shall process same through the County, for offsite easement rights across properties subject to the Specific Plan Development Agreement, to the satisfaction of the Transportation Division, to accommodate any offsite storm water facilities needed to convey concentrated storm water from the project

boundary downgradient to an existing established waterway. Subdivider shall design and install any offsite storm water facilities as necessary to the satisfaction of the Transportation Division.

### **Grading**

39. [Deleted.]
40. Subdivision improvements shall include rough grading of driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation or as found necessary for reasonable access by the County Engineer. Construction of said driveways shall conform to the Design and Improvements Standards Manual and the Encroachment Ordinance.
41. Grading plans shall be prepared in substantial conformance with the preliminary grading plans submitted for Bell Woods and submitted to the El Dorado County Resource Conservation District (RCD) and the Transportation Division. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Transportation Division shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. The County shall issue no building permits until the Transportation Division approves the final grading and erosion control plans and the grading is completed.  
  
Soils Report: At the time of the submittal of the grading or improvement plans, the applicant shall submit a soils and geologic hazards report (meeting the requirements for such reports provided in the El Dorado County Grading Ordinance) to, and receive approval from the Transportation Division. Grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations and address, at a minimum, grading practices, compaction, slope stability of existing and proposed cuts and fills, erosion potential, ground water, pavement section based on TI and R values, and recommended design criteria for any retaining walls.
42. The timing of construction and method of revegetation shall be coordinated with the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Transportation Division. The Transportation Division shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
43. Improvement Plans shall incorporate protective measures toward existing oak trees pursuant to Volume IV, Design and Improvement Standards Manual, Oak Tree and Wetlands Preservation Requirements and Specifications (County Resolution No. 199-91).

44. Erosion control and drainage design from residential areas into the open space areas shall employ natural appearing methods. The use of native plant materials is required where revegetation is proposed.
45. Should asbestos-containing rock be exposed during grading, construction of roads, excavation for underground facilities, building foundations, or any construction related activity, Section 8.44 of the County of El Dorado County Asbestos and Dust Protection Ordinance (Ordinance No. 4548 adopted 1/4/2000, Amended by Ordinance No. 4360 adopted 5/13/2003) shall apply.

### **Fire Department**

46. That portion of the project that is not within the fire district boundary would have to annex into a District and shall pay all fees associated with that annexation.
47. The potable water system for the purpose of fire protection for this residual development shall provide a minimum fire flow of 1,000 gpm with a minimum residual pressure of 20 psi for two-hour duration. This requirement is based upon a single family dwelling 6,200 square feet or less in size. All homes shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. This fire flow rate shall be in excess of the maximum daily consumption for this rate for this development. A set of engineering calculations reflecting the fire flow capabilities of the system shall be supplied to the Fire Department for review and approval.
48. This development shall install Mueller Dry Barrel fire hydrants or any hydrant approved by the El Dorado Irrigation District for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. The exact location of each fire hydrant shall be determined by the fire department prior to approval of the improvement plans.
49. To enhance nighttime visibility, each hydrant shall be painted with safety white enamel and marked in the roadway with a blue reflective marker as specified by the Fire Department and the Fire Safe Regulations shall be included in the improvement plans.
50. 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 the applicable fire district.
51. The applicant shall have a Wild land Fire Safety Plan developed for this project prior to approval of the final map.
52. If the phasing of this development creates any dead-end access roadways in excess of 150 feet, the roadway shall be provided with a turnaround in accordance with applicable Fire District specifications prior to approval of the improvement plans.

53. The driveways serving this project shall be designed to be in accordance with the El Dorado County Code prior to approval of the improvement plans. Driveways serving the project shall be designed to a maximum of 16% grade and can be increased to 20% if paved. If there are any driveways in excess of 20 percent, the design must go back to the fire district for review.
54. This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump/dip section of roadway.

### **Resource Conservation**

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

### **Environmental Management/Air Pollution Control District**

57. Project emissions of ROG, NOX, and PM-10 need to be quantified using either the URBEMIS 7G for windows 5.1.0 or similar model that is acceptable to the District. In addition, District Rule #223 addresses the regulation and mitigation measures for fugitive dust emissions - Rule 223 shall be adhered to during the construction process. In addition, prior to the issuance of any grading or construction permits for the project, the applicant shall submit, as determined by the El Dorado County Air Quality Management District (AQMD), a Fugitive Dust Plan (FDP) and/or an Asbestos Dust Mitigation Plan (ADMP) application may be required for submittal to and approval by the District prior to beginning project construction.
58. It is the understanding of the District that this area is known to have soil bearing asbestos. Therefore compliance with *Title 17 Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations* of the California Code of Regulations will be mandatory prior to approval of the improvement plans.
59. Project construction involves road development and should adhere to District Rule 224 Cutback and Emulsified Asphalt Paving Materials and the county ordinance concerning asbestos dust prior to approval of the improvement plans.

60. A health risk assessment shall be prepared when the project will emit toxic air contaminants. Airborne toxic pollutants expected to be generated by the project must be identified. In addition, it must be determined if a project is to be located in an area which may impact existing or planned schools or facilities with the potential to emit toxic or hazardous pollutants. A potential airborne toxic pollutant to consider is asbestos in asbestos-containing serpentine. Applicant will assist the District in preparing a public notice in which the proposed project for which an application for a permit is made is fully described and complies to Health and Safety Code 42301.6. The risk assessment must address the pollutants and potential impacts on public health prior to approval of the improvement plans.
61. Burning of wastes that result from Land Development Clearing must be permitted through the Air Pollution Control District. Only vegetative waste materials may be disposed of using an open outdoor fire prior to approval of the improvement plans.
62. The project construction will involve the application of architectural coating, which shall adhere to District Rule 215 Architectural Coatings prior to approval of the improvement plans.
63. Prior to construction/installation of any new point source emissions units or non-permitted emission units (i.e., gasoline dispensing facility, boilers, internal combustion engines, etc.), authority to construct applications shall be submitted to the District. Submittal of applications shall include facility diagram(s), equipment specifications and emission factors prior to approval of the improvement plans.

### **County Surveyor**

64. All survey monuments must be set prior to the presentation of the final map to the Board of Supervisors for approval, or the developer shall have surety of work to be done by bond or cash deposit. Verification of set survey monuments, or amount of bond or deposit, to be coordinated with the County Surveyor's Office.
65. The interior roads of the project will be named through the Road Naming Process established by the County Surveyor.

### **Community Services District**

The project has been annexed in to the Cameron Park Community Services District ("CP CSD") and the following apply:

66. The project is subject to the Quimby Act and dedication requirements for parkland based on the CP CSD standards. The subdivision is subject to parkland dedication in-lieu fees based on values supplied by the Assessor's Office and calculated in accordance with Section 120.12.090 of the County Code. The subdivider shall be subject to a \$150.00 appraisal fee payable to the El Dorado County Assessor for the determination of parkland

dedication in-lieu fees. The required in-lieu fees, payable to El Dorado County, shall be remitted prior to Final Map recordation. A proof of payment shall be submitted to Planning Services.

67. The project is subject to the CP CSD Park Impact Fee in place at the time the building permits are issued.
68. The project shall be subject to the CP CSD general obligation bond or other facility financing mechanism applicable to the CP CSD.
69. The District reserves the right to require a Landscape and Lighting Assessment District (LLAD) be formed to finance ongoing operation and maintenance of street lights (if any), streetscape, and for open space management. If the District opts not to establish an LLAD, a homeowner's association (HOA) needs to be created to fund the maintenance and operation of the same. The District also recommends the creation of a shell LLAD for the project as a back-up funding mechanism to a homeowner's association, in the event the homeowner's association should fail to maintain the improvements to the District's standards.
70. The Cameron Park CSD will review and approve the following items prior to final maps being recorded:
  - a. Phasing Plan
  - b. Open Space and Tree Preservation Management Plan; and
  - c. CC&Rs need to be reviewed and approved by the CSD Board of Directors prior to recording the final map and include any conditions that are specific to any lots or areas, such as oak tree preservation and vegetation management.

### **Other**

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

Report (FPR) shall be reviewed and approved by the EID, and improvement plans shall be reviewed and approved by EID. Previously approved and expired plans and reports may be used as templates for new submittals to EID.

### **Mitigation Monitoring and Reporting Program**

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

### **Subdivision Requirements Of Law**

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

1. Improvement plans for on-site and off-site road improvements shall be prepared by a registered civil engineer and shall be subject to County Transportation Division approval.
2. The final map shall show all utility, road and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.
3. The developer shall obtain approval of construction drawings and project improvement plans consistent with the Subdivision Design and Improvement Standards Manual and cost estimates from the County Transportation Division and pay all applicable fees prior to commencement of any improvements on the public street and service facilities. All improvements shall be consistent with the approved tentative map.
4. The construction of all required improvements shall be completed with the presentation of the final map to the 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 Transportation Division.
5. Subdivision improvements shall include driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Transportation Director. Driveways shall be installed in

a manner and location acceptable to the County Transportation Division and shall meet standard County driveway requirements.

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



15. Prior to filing a Final Map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493 (d).
16. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. The procedures set forth in Supplementary Document J, Section VIII, of the California Environmental Quality Act (CEQA) Guidelines concerning treatment of the remains shall be followed.
17. If archaeological sites or artifacts are discovered, the subdivider shall retain an archaeologist to evaluate the resource. If the resource is determined to be important, as defined in Section 15064.5 of the CEQA Guidelines, mitigation measures, as agreed to by the subdivider, archaeologist, and Planning Department shall be implemented. Treatment of Native American remains and/or archaeological artifacts shall be the responsibility of the subdivider and shall be subject to review and approval by the County Planning Director.



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2017-0046205-00**

Acct 30-EL DORADO CO BOARD OF SUPERVISORS  
Tuesday, OCT 17, 2017 08:15:56  
Ttl Pd \$0.00 Rcpt # 0001889959  
MMF/C1/1-41

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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

**EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE §27383**

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**COMMUNITY BENEFIT AND  
DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF EL DORADO**

**AND**

**LENNAR WINNCREST, LLC,**

**FOR THE DEVELOPMENT KNOWN AS  
THE BELL WOODS RESIDENTIAL PROJECT**

Effective Date: 9/19, 2017

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

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

**Recitals**

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

A. The County of El Dorado, a semi-rural County located in the Sacramento metropolitan region, prides itself on providing a high quality of life to its residents. The County strives to balance the need for a healthy, diverse economy, including a wide variety of commercial and retail opportunities, and adequately financed and maintained infrastructure, with a healthy, sustainable, natural environment.

B. The El Dorado Hills area has been identified by the County for many years as one of the primary areas affording an opportunity for providing residential development to serve the County's current and future growth.

C. Developer is in the business of developing residential communities in Northern California. The Developer owns approximately 34 acres of real property which is commonly known as the Bell Woods Property (the "**Property**"). The Property is located within the El Dorado Hills area of the County at the east end of Salt Wash Way and at the north end of Covello Court. The Property is located within an area of the County designated as Community Region in the County's General Plan.

D. In 1995, the County approved the Bass Lake Hills Specific Plan ("**BLH Specific Plan**"). In 1996, the County entered into a development agreement with the then-land owner, Declaration of the Bell Trust dated November 23, 1993 ("**1996 Bell Woods Development Agreement**"). In 2004, the County adopted the Bass Lake Hills Specific Plan Public Facilities Financing Plan ("**BLH Financing Plan**"). In 2005, the County approved a tentative map ("**Tentative Map**") to subdivide the Property into 54 single-family lots (see Exhibit 1 attached hereto). At the same time, the County approved two other tentative maps for projects in the BLH Specific Plan area. They were the Hawk View tentative map that created 114 lots and the Bell Ranch tentative map that created 113 lots (together are referred to as the "**Other Tentative Maps**"). In 2008, the County extended the life of the Tentative Map to May 2013. With statutory extensions, the life of the Tentative Map was extended to May 2017. In April 2016, the County approved a request to amend a number of the conditions of approval and extended the life of the

Tentative Map one additional year to May 2018. The Tentative Map and the related entitlements are the “**Project**”. The Property is sometimes referred to as El Dorado County Assessor’s Parcel No. 119-020-50-100.

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

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

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

H. On 9/19, 2017, the Board of Supervisors introduced Ordinance No. 5064 approving this Agreement and authorizing its execution, and adopted such Ordinance on 9/19/2017, 2017, with the Effective Date as set forth in Section 1.2.

## Definitions

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

- A. "Agreement" means this Community Benefit and Development Agreement.
- B. "Applicable General Plan" means the County's General Plan, adopted on July 19, 2004, as amended through 9/19/2017 (insert date DA is approved by Board), 2017.
- C. "BLH Financing Plan" means the Bass Lake Hills Specific Plan Public Facilities Financing Plan, as it may be amended.
- D. "CIP" means that list of projects contained within the County of El Dorado Capital Improvement Program, as adopted by the Board of Supervisors and as may be updated and amended from time to time by the Board.
- E. "Conditions of Approval" mean the requirements placed on the Project Approvals as conditions to development of the Project. A copy of the Conditions of Approval is attached as Exhibit 2.
- F. "County" means the County of El Dorado.
- G. "County-wide Facility Fee" has the meaning described in section 3.2.3.
- H. "Developer" means Lennar Winncrest, LLC, or its successors in interest.
- I. "Effective Date" has the meaning described in Section 1.2.
- J. "EIR" means Final Program Environmental Impact Report for the Bass Lake Road Study Area, State Clearinghouse No. 1990020375, certified by the Board of Supervisors in January 1992.
- K. "Mitigation Measures" mean the requirements placed on the Property to cure or lessen the environmental impacts of the Project as identified in the analysis of the Project done in the EIR, 1992 EIR Addendum, the Final IS/MND, and the 2016 Addendum.
- L. "Property" means the property commonly known as the Bell Woods Property, currently identified as El Dorado County Assessor's Parcel No. 119-020-50-100. A map showing the location and boundaries of the Property is attached as Exhibit 4, and the legal description describing the Property is attached as Exhibit 5.
- M. "Project" means the Tentative Map and related entitlements as described in the Recitals.

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

## SECTION 1. - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

1.7. Right to Assign; Non-Severable Obligations.

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

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

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

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

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

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

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

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

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

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

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

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



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

1.16. List of Exhibits.

Exhibit 1: Tentative Map  
Exhibit 2: Conditions of Approval  
Exhibit 3: Property Map  
Exhibit 4: Property Legal Description

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

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

## SECTION 2. - DEVELOPMENT OF THE PROPERTY

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

2.1.1. The Bass Lake Hills Specific Plan, approved November 7, 1995;

2.1.2. The Planned Development Site Plan for the Project;

2.1.3. The Tentative Map (TM01-1380) approved by the County;

2.1.4. The revisions to the conditions of approval of the Tentative Map (TM01-1380-R);

2.1.5. The Bass Lake Hills Specific Plan Public Facilities Financing Plan, dated June 8, 2004; and

2.1.6. The Mitigation Monitoring and Reporting Program adopted with the Project.

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

2.3. Vested Rights of the Developer. Developer shall have the vested right to develop the Property in accordance with the Project Approvals described in Section 2.1 above and in

conformity with the County rules, regulations, policies, standards, specifications and ordinances, including the zoning ordinance, in effect on the date of adoption of the ordinance for this Agreement, provided that Developer is not in default under this Agreement. The vested right to proceed with the Project shall be subject to any subsequent discretionary approvals required in order to complete the Project provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Project Approvals.

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

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

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

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

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

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

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

2.5. Revisions to Project Approvals. Developer may apply, in writing, to revise the Project Approvals. If the Director of Planning and Building Department, or his/her designee, determines, in his sole discretion, that the requested revision is (1) a minor change to the Project considered as a whole; (2) does not increase the density or intensity of the use approved in the Project Approvals; (3) is consistent with this Agreement; (4) is consistent with the Applicable General Plan; and (5) does not change the analysis contained in the EIR, the Director of Planning and Building Department or his/her designee may approve the requested revision without public hearing. The notice and appeal process for such a revision shall be the same process as for any other Director of Planning and Building Department approval at the time of the action requested. If the Director of Planning and Building Department determines the application does not comply with the above, then it shall be processed with all applicable public hearing and notice provisions then in effect.

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

### SECTION 3. - OBLIGATIONS OF THE PARTIES

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

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

3.2.1. Timing of Construction of Country Club Drive Improvements. Developer shall be responsible for the design, plans, specifications and estimates, utility relocation, right-of-way acquisition, and construction of the Country Club Drive Improvements as more fully described in the Conditions of Approval. At the time of entering into this Agreement, Developer has already begun the improvement plans for the Country Club Drive Improvements. The Developer shall satisfy the timing requirements for construction of the Country Club Drive Improvements (or submittal of the bid-ready package to the County) as set forth in the Conditions of Approval. For purposes of this Agreement, the terms "complete(s)" or "completion" when referring to the Country Club Drive Improvement mean the earlier of one of the following: (a) Developer is under contract for the construction of Country Club Drive Improvements, with proper sureties in place; or (b) Developer has provided the County with a complete set of improvement plans, specifications and estimates and adequate funding

for completion of the improvements. Developer agrees to using its good-faith, reasonable efforts to secure all necessary rights-of-way and permits. But the parties agree that completion of right-of-way acquisition and outstanding federal, state, local and public utility permits and approvals are not required for satisfaction of (b) above.

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

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

3.2.4. Upper Bass Lake Road Overlay. In conjunction with the Country Club Drive Improvements, the Developer agrees to do a grind and pavement overlay ("**Overlay Project**") on the existing, upper segment of Bass Lake Road in conjunction

with the other construction work being done by the Developer on Bass Lake Road. The segment of road to be overlaid is generally from the northern limit of the Country Club Drive Improvements to the southern limit of the work previously done as part of the Hollow Oak Road/Bass Lake Road realignment project. In-lieu of the overlay, the Developer, at its option, may pay to the County adequate funding for the Overlay Project (based on a mutually agreed upon engineer's estimate of costs). The costs incurred by Developer for the Overlay Project are eligible for funding in the BLH Financing Plan.

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

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

3.3.1 Calculating Credits and Reimbursements. The "**Country Club Drive Improvements Costs**" and the "**Bass Lake Road/Highway 50 Interchange Improvements Costs**" include actual construction costs, onsite and offsite right-of-way costs, design, engineering, environmental permitting, construction management and other costs typically funded by the TIM Fee Program. The Developer shall receive credits, subject to Section 3.3.2, against the local improvement portion, less the Silva Valley Interchange set aside amount, of the TIM Fees payable at the time of issuance of building permits, up to the total amount of the Country Club Drive Improvement Costs. The Developer shall receive credits against the Highway 50 portion of the TIM Fees payable at the time of issuance of building permits, up to the total amount of the Bass Lake Road/Highway 50 Interchange Costs. To the extent that the Country Club Drive Improvement Costs exceed the amount of credits that can be used against the local portion of TIM Fees for the Project and to the extent that the Bass Lake Road Highway 50 Interchange Costs exceed the amount of credits that can be used against the Highway 50 portion of the TIM Fee, Developer shall have the right either to assign remaining credits to other development projects within the Bass Lake Hills Specific Plan area or have the remaining balance reimbursed to Developer through TIM Fee revenues or a combination of both credits and reimbursements. Reimbursements under

this paragraph will be subject to availability of funds in the TIM Fee program and shall be paid over a six (6) year period beginning upon the acceptances of the improvements by County and a reconciliation of the final cost of the improvements has been made, at an annual rate of fifteen percent (15%) of the outstanding balance in each of the first five years with the balance of twenty-five percent (25%) being paid in the sixth year. County shall not be required to issue credits pursuant to this section if doing so would impair the County's ability to meet its contractual obligation to make payments pursuant to reimbursement commitments existing as of the effective date of this Agreement.

CREDIT/REIMBURSEMENT EXAMPLE

TIM Fees (Non-Highway 50) Generated by Project (54 units x Local TIM Fee)	\$809,622
Less Silva Valley Interchange Set-aside	(\$242,887)
Allowable TIM Fee Credit Amount	\$566,735
Qualified CIP-related Creditable Cost of Country Club Drive Improvements	\$6,000,000
Allowable TIM Fee Credit Amount	(\$566,735)
Balance to be Reimbursed/Assigned as Credits or combination of both	\$5,433,265
Credits Assigned to Bell Ranch Project (113 Units x Local, non-Silva Valley, TIM Fee)	\$1,185,946
Amount to Be Reimbursed to Developer	\$4,247,319

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

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

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

to any timing or phasing requirements set forth in this Agreement with respect to roadway improvements.

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

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

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

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

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

3.7. Public Financing. County agrees to cooperate with Developer in the formation and implementation of public financing districts or areas of benefit, such as, a Community Facilities District or Statewide Community Infrastructure Program districts, as provided in the BLH Financing Plan, as may be amended. County and Developer shall use their best efforts to cause to be formed any such financing district(s) provided that such formation is consistent with the criteria set forth in the BLH Financing Plan and

applicable County ordinances or adopted policies regulating such matters. County agrees that any credits or reimbursements owed to Developer shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with any special taxes or bond proceeds.

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

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

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



## SECTION 4. - ANNUAL REVIEW

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

## SECTION 5. - DEFAULT, ENFORCEMENT AND REMEDIES

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

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

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

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

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

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

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

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

## SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

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

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

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

6.2. No Liability for Acts of Developer.

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

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

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

6.3. Duty to Defend Challenges to this Agreement.

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

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

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

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

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

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

DEVELOPER:

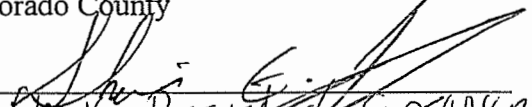
Lennar Winncrest, LLC,  
a Delaware limited liability company

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

By:   
Larry Gualco, Vice President

COUNTY:


El Dorado County

By:   
Its: Chair, Board of Supervisors

ATTEST:

By:   
9/19/2017

APPROVED AS TO FORM:

By:   
County Counsel

ACKNOWLEDGMENT

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

State of California
County of Placer } ss.

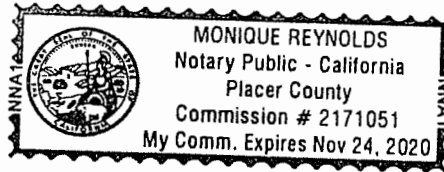
On September 26, 2017 before me, Monique Reynolds

Notary Public, personally appeared Larry Gualco

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

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

WITNESS my hand and official seal.



Handwritten signature of Monique Reynolds

(seal)

OPTIONAL INFORMATION

Date of Document \_\_\_\_\_ Thumbprint of Signer

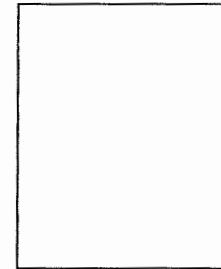
Type or Title of Document \_\_\_\_\_ Community Benefit and Development Agr Bell Woods Residential

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

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

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

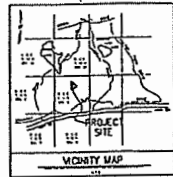


Check here if no thumbprint or fingerprint is available.

Other Information: \_\_\_\_\_

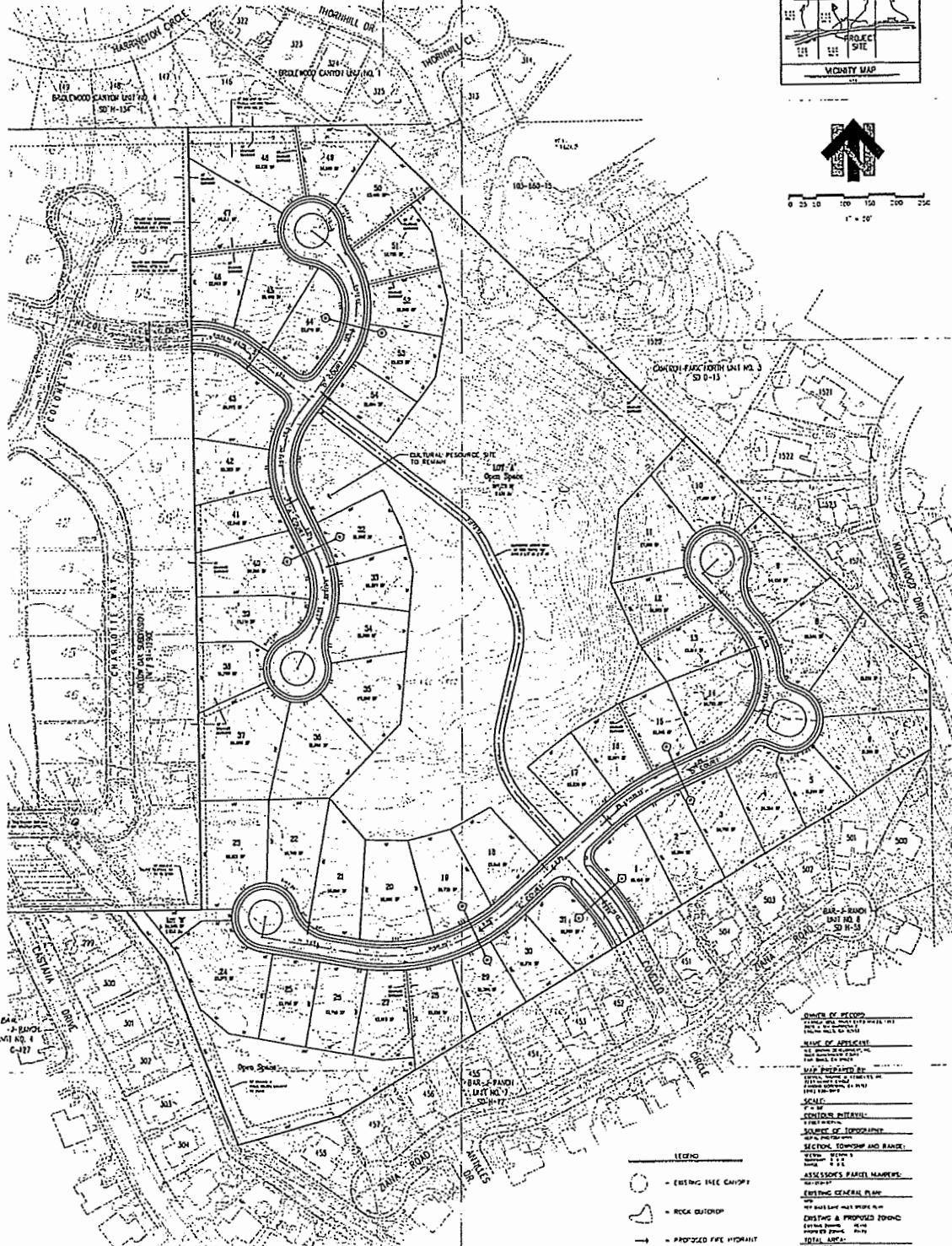
# TENTATIVE MAP BELL WOODS

VILLAGE 'J' - A PORTION OF BASS LAKE HILLS SPECIFIC PLAN  
EL DORADO COUNTY, CALIFORNIA



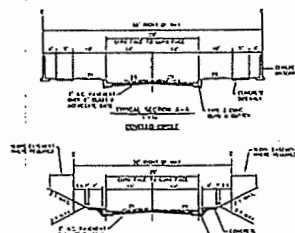
0 25 50 100 150 200 250  
1" = 20'

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



LAND USE BREAKDOWN	
RESIDENTIAL	100
COMMERCIAL	0
INDUSTRIAL	0
TOTAL	100

ACREAGE BREAKDOWN	
RESIDENTIAL	100
COMMERCIAL	0
INDUSTRIAL	0
TOTAL	100



**NOTES:**  
1. THIS TENTATIVE MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY REAL ESTATE. THE APPLICANT AND THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.  
2. THIS TENTATIVE MAP IS SUBJECT TO THE APPROVAL OF THE EL DORADO COUNTY BOARD OF SUPERVISORS.  
3. THE PUBLIC SHALL BE HEARD AT THE PUBLIC HEARING HELD ON THE TENTATIVE MAP AT THE EL DORADO COUNTY BOARD OF SUPERVISORS' OFFICE, 1000 J STREET, EL DORADO, CALIFORNIA 95821.  
4. THE TENTATIVE MAP IS SUBJECT TO THE APPROVAL OF THE EL DORADO COUNTY BOARD OF SUPERVISORS.

- LEGEND**
- - EXISTING TREE CANOPY
  - ◐ - ROCK OUTCROP
  - - PROPOSED FIRE HYDRANT
  - - EXISTING FIRE HYDRANT
  - - DIRECTION OF STREET GRADE
  - - EXISTING SHALE
  - - FINISH GRADE
  - - DRAINAGE EASEMENT
  - - DRAINAGE
- ENGINEER CERTIFICATE**  
I, the undersigned, being a duly licensed Professional Engineer in the State of California, do hereby certify that I am a duly licensed Professional Engineer in the State of California, and that I am the Engineer of Record for the above described project.
- APPROVED:** [Signature] 5-13-01
- DATE OF PREPARATION:** 5-13-01
- PLANNING COMMISSION:** [Signature]
- APPROVED/DENIED DATE:** [Signature]
- BOARD OF SUPERVISORS:** [Signature]
- APPROVED/DENIED DATE:** [Signature]



## RESOLUTION NO. 171-2018

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO OF FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2018-1 (BASS LAKE HILLS)**

**WHEREAS**, on July 17, 2018, this Board adopted Resolution 147-2018 entitled “A Resolution of Intention of the Board of Supervisors of the County of El Dorado to Form a Community Facilities District and Levy a Special Tax in Community Facilities District No. 2018-1 (Bass Lake Hills) To Finance the Acquisition and Construction of Certain Public Facilities In And For Such Community Facilities District” (the “Resolution of Intention”), stating its intention to form Community Facilities District No. 2018-1 (Bass Lake Hills) (the “CFD”) of the County pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”);

**WHEREAS**, the Resolution of Intention, referencing a map of the proposed boundaries of the CFD and stating the facilities to be provided, the intention to issue bonds to finance the cost of providing such facilities, and the rate and method of apportionment of the special tax to be levied within the CFD to pay the principal and interest on bonds proposed to be issued with respect to the CFD, is on file with the Clerk of the Board and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

**WHEREAS**, on this date, this Board held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

**WHEREAS**, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the facilities to be provided therein and the levy of said special tax were heard and a full and fair hearing was held;

**WHEREAS**, at the hearing evidence was presented to this Board on said matters before it, including a report caused to be prepared by the Auditor-Controller (the “Report”) as to the facilities to be provided through the CFD and the costs thereof, a copy of which is on file with the Clerk of the Board, and this Board at the conclusion of said hearing is fully advised in the premises;

**WHEREAS**, written protests with respect to the formation of the CFD, the furnishing of specified types of facilities and the rate and method of apportionment of the special taxes have not been filed with the Clerk of the Board by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special tax;

**WHEREAS**, the special tax proposed to be levied in the CFD to pay for the facilities has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

Exhibit E - Executed Bass Lake  
Hills CFD No. 2018-1 Agreement

18-1108 2B 1 of 3

21-0024 A 135 of 275

1. **Recitals Correct.** The foregoing recitals are true and correct.
2. **No Majority Protest.** The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
3. **Prior Proceedings Valid.** All prior proceedings taken by this Board of Supervisors in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. **Name of CFD.** The community facilities district designated "County of El Dorado Community Facilities District No. 2018-1 (Bass Lake Hills)" is hereby established pursuant to the Act.
5. **Boundaries of CFD.** The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the El Dorado County Recorder's Office on July 25, 2018 as Document Number 2018- 028668-00 are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.
6. **Description of Facilities.** The type of public facilities proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as facilities, including impact fees to pay for facilities, in Exhibit A hereto and by this reference incorporated herein (the "Facilities").
7. **Special Tax.**
  - a. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Facilities, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Board.
  - b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and hereby incorporated herein.
  - c. The Special Tax shall be levied for a period not to exceed 40 years commencing with fiscal year 2019-20, except that a Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. In the case of any Special Tax to pay for the Facilities and to be levied against any parcel used for private residential purposes: (i) the maximum special tax shall be specified as a dollar amount which shall be calculated and thereby established not later than the date on which the parcel is first subject to the tax because of its use for private residential purposes and which amount shall not be increased over time over 2% per year; (ii) the tax year after which no further Special Tax subject to this sentence shall be levied or collected shall be as set forth in Exhibit B hereto; and (iii) under no circumstances will the Special Tax levied against any parcel subject to this sentence be increased as a consequence of delinquency or default by the owner of any other parcel within the CFD by more than 10%. For the purposes hereof, a parcel is used for "private residential purposes" not later than the date on which an occupancy permit for private residential use is issued.
8. **Increased Demands.** It is hereby found and determined that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.
9. **Responsible Official.** The Auditor-Controller of the County of El Dorado, 360 Fair Lane, Placerville, CA 95667, is the officer of the County who is responsible for publishing annually a current roll of special tax



levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

10. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the County ceases.

11. **Appropriations Limit.** In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$25,000,000, and said appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

12. **Election.** Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election. The time, place and conditions of the election shall be as specified by a separate resolution of this Board.

13. **Effective Date.** This resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 28th day of August, 2018 by the following vote of said Board:

Ayes: Frentzen, Hidahl, Novasel, Veerkamp, Ranalli  
Noes: None  
Absent: None

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

By: Kyra Schaffenberg  
Deputy Clerk

[Signature]  
Chair, Board of Supervisors  
Michael Ranalli

# EXHIBIT A

County of El Dorado  
Community Facilities District No. 2018-1  
(Bass Lake Hills)

## LIST OF AUTHORIZED FACILITIES

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### **Transportation Improvements**

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

### **Potable and Non-Potable Water System Improvements**

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage.

### **Drainage System Improvements**

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage.

## **Wastewater System Improvements**

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements.

## **Park and Landscape Corridor Improvements**

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project.

## **Open Space Improvements**

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements.

## **Development Impact Fees**

Authorized facilities include development impact fees paid and not otherwise reimbursed and intended to fund the construction of Authorized Facilities under the CFD.

## **Formation, Administrative, and Incidental Expenses**

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities; land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the County, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

**EXHIBIT B**

**COMMUNITY FACILITIES DISTRICT NO. 2018-1  
(BASS LAKE HILLS)  
EL DORADO COUNTY, CALIFORNIA**

**RATE AND METHOD OF APPORTIONMENT**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in the El Dorado County (the "County") Community Facilities District No. 2018-1 (Bass Lake Hills) ("CFD No. 2018-1") and collected each Fiscal Year commencing in Fiscal Year 2019/20, in an amount determined by the County or its designee, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2018-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Accessory Unit"** means a secondary residential unit of limited size (e.g., granny cottage, second unit) that shares an Assessor's Parcel with a Unit of Single Family Detached Property.

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the County or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the County, CFD No. 2018-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the County, CFD No. 2018-1 or any designee thereof of complying with County, CFD No. 2018-1 or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the County, CFD No. 2018-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; and the County's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the County or CFD No. 2018-1 for any other administrative purposes of CFD No. 2018-1, including

attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Assessor's Data"** means Acreage or other Assessor's Parcel information contained in the records of the County Assessor.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's Parcel number.

**"Base Year"** means the Fiscal Year beginning on July 1, 2019 and ending on June 30, 2020.

**"Boundary Map"** means that map recorded with the County recorder's office on July 25, 2018 in Book 5 at Page 18 as Document Number 2018-0028668-00.

**"Building Permit"** means a permit for new construction of a residential dwelling.

**"CFD Administrator"** means an official of the County, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

**"CFD No. 2018-1"** means the El Dorado County Community Facilities District No. 2018-1 (Bass Lake Hills).

**"CFD No. 2018-1 Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by the County on behalf of CFD No. 2018-1 under the Act.

**"County"** means the County of El Dorado.

**"Development Area"** means the assignment of Assessor's Parcels to a designated area as set forth in Tables 1 & 2 and as shown on the Boundary Map of CFD No. 2018-1.

**"Developed Property"** means for each Fiscal Year, all Taxable Property for which a Building Permit was issued on or before April 30 of the prior Fiscal Year. For example, Taxable Property for which a Building Permit was issued on or before April 30 of the prior Fiscal Year (i.e., April 30, 2019), would be treated as Developed Property for Fiscal Year 2019/20.

**"Estimated Sales Price"** means a written document provided by the developer upon request by the CFD Administrator for an entire Development Area that has been classified as Final Map Property showing the estimated sales price for each typical model type for a Development Area. The Estimated Sales Price data will be reviewed and approved by County staff.

**"Expected Units"** means the total expected number of Units expected within each Development Area of CFD No. 2018-1, as shown in Table 2.

**"Final Map Property"** means for each Fiscal Year, all Taxable Property for which a Final Map has been recorded on or before April 30 of the prior Fiscal Year. For example, Taxable Property for

which a Final Map has been recorded on or before April 30 of the prior Fiscal Year (i.e., April 30, 2019), would be treated as Final Map Property for Fiscal Year 2019/20.

**"Final Map"** means a recorded map designating individual single family residential parcels, multifamily parcels and/or commercial parcels which are not intended to be further subdivided.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"GIS"** means a geographic information system.

**"Indenture"** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which CFD No. 2018-1 Bonds are issued, as modified, amended and/or supplemented from time to time.

**"Maximum Special Tax"** means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Maximum Special Tax Revenue"** means the revenue anticipated to be collected based on a group of Taxable Parcels, such as Development Areas, as shown in Table 2.

**"Outstanding Bonds"** means all CFD No. 2018-1 Bonds which are outstanding under an Indenture.

**"Pay-As-You-Go Expenditure"** means the use of annual Special Tax revenues, that are not needed for annual debt service costs on Outstanding Bonds, Administrative Expenses, for Authorized Facilities to be constructed or acquired by the CFD. Pay-As-You-Go Expenditures may be included in the Special Tax Requirement through the earlier of Fiscal Year 2033/34, or until all Authorized Facilities have been constructed or acquired.

**"Proportionately"** means, for Developed Property, Final Map Property, Tentative Map Property and Undeveloped Property, that the ratio of the actual Special Tax to the Maximum Special Tax is equal for each Assessor's Parcels of Developed Property, Final Map Property, Tentative Map Property and Undeveloped Property, respectively.

**"Public Property"** means property within the boundaries of CFD No. 2018-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

**"Single Family Detached Property"** means, in any Fiscal Year, all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

**"Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 2018-1 to fund the Special Tax Requirement.

**"Special Tax Requirement "** means that amount required in any Fiscal Year for CFD No. 2018-1 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the CFD No. 2018-1 Bonds, including but not limited to, rebate payments on the CFD No. 2018-1 Bonds; (iii) pay Administrative Expenses; (iv) pay any

amounts required to establish or replenish any reserve funds for all Outstanding Bonds; to the level required under the documents pursuant to which such bonds were issued; (v) pay any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 2018-1 under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property; (vi) an amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year, less any credit from earnings on any reserve funds; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**"State"** means the State of California.

**"Tax Exempt Property"** means an Assessor's Parcel not subject to the Special Tax, such as Public Property, or an Assessor's Parcel for which the Special Tax has been prepaid in full pursuant to Section I below. Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2018-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Tax Escalation Factor"** means a factor of 2 percent that will be applied annually after the Base Year to increase the Maximum Annual Special Tax rates shown in Tables 1 & 2.

**"Tentative Map"** means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder's Office to create legal lots.

**"Tentative Map Property"** means all Assessor's Parcels within CFD No. 2018-1 for which a Tentative Map has been approved by the County and which are not yet Final Map Property or Developed Property.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Map Property or Tentative Map Property.

**"Unit"** means an individual single family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Unit that shares an Assessor's Parcel with a Unit of Single Family Detached property shall not be considered a separate Unit for purposes of calculating the Special Tax.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Assessor's Parcels within CFD No. 2018-1 shall be classified as follows:

1. Each Assessor's Parcel shall be determined to be Taxable Property or Tax Exempt Property.

2. Each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property, Tentative Map Property or Undeveloped Property. Taxable Property shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX**

1. Final Map Property

Subject to adjustment as provided in subsection C.1.c below, the Base Year Maximum Special Tax that may be levied in any Fiscal Year for each Assessor's Parcel classified as Final Map Property is shown in Table 2. The per Assessor's Parcel Maximum Special Tax shall be assigned to each Development Area as shown in Table 2 by using the following steps:

- a) Compare the total Units for each Development Area resulting from a Final Map to the Expected Units for such Development Area as shown in Table 2.
- b) If the total Units resulting from the Final Map for any Development Area is equal to or greater than the total Expected Units planned for such Development Area as shown in Table 2, assign a Maximum Special Tax per Unit, as shown in Table 2 to all Taxable Property, adjusted by the Tax Escalation Factor, for each Unit in the Development Area.
- c) If the total Units resulting from the Final Map for any Development Area is less than the total Expected Units planned for such Development Area as shown in Table 2, perform the following procedures:
  - i. Assign a Maximum Special Tax per Assessor's Parcel, as shown in Table 2, adjusted by the Tax Escalation Factor, to each Unit of Final Map Property in the Development Area.
  - ii. Calculate the difference between the Maximum Special Tax Revenue, adjusted by the Tax Escalation Factor, for the Development Area as shown in Table 2 and the resulting total Maximum Special Tax Revenue in step i. above.
  - iii. Assign the difference calculated in step ii. above to any remaining Taxable Parcels within the Development Area. If there are no remaining Taxable Parcels within the Development Area, Proportionately increase the Maximum Special Tax for each Unit of Final Map Property within the Development Area from the Maximum Special Tax shown in Table 2 until the Maximum Special Tax Revenue for the Development Area is equal to the total Maximum Special Tax Revenue planned for such Development Area as shown in Table 2.
  - iv. If the Maximum Special Tax of any Unit of such Final Map Property within the Development Area, as determined in the previous section, is greater than 2% of the Estimated Sales Price of any Unit of Final Map Property, the Maximum Special Tax shall be eliminated using the procedures in Section I.1, or reduced Proportionately using the steps in Section I.2 such that the Maximum Special Tax of any Unit of Final Map Property does not exceed 2% of the Estimated Sales Price for such Unit.
  - v. There shall be no net loss of Maximum Special Tax Revenue as a result of the previous steps.
- d) Once the Maximum Special Tax is assigned to Final Map Property, the Maximum Special Tax shall be increased each Fiscal Year by the Tax Escalation Factor, but



shall not otherwise be subject to adjustment based on the recordation of other Final Maps within the boundaries of CFD No. 2018-1.

2. Developed Property

The Base Year Maximum Special Tax, as increased by the Tax Escalation Factor, is assigned to Taxable Parcels at such time as the Taxable Parcels are classified as Final Map Property. When a Taxable Parcel is subsequently classified as a Developed Parcel, the Maximum Special Tax is equal to the Maximum Special Tax previously assigned to such Final Map Property in Section C.1, as increased by the Tax Escalation Factor.

The Maximum Special Tax for Developed Property shall increase, commencing on July 1, 2020 and on July 1 of each Fiscal Year thereafter, by an amount equal to the Tax Escalation Factor.

3. Tentative Map Property and Undeveloped Property

The Base Year Maximum Special Tax for Tentative Map Property and Undeveloped Property is shown in the following table:

**Table 1**

Development Area	Base Year Assessor's Parcel	Base Year Maximum Special Tax (per Development Area)
Hawk View	115-040-16-100	\$342,000
Bell Ranch	119-020-52-100	384,200
Bell Woods	119-020-50-100	194,400

The Maximum Special Tax for Tentative Map Property and Undeveloped Property shall increase, commencing on July 1, 2020 and on July 1 of each Fiscal Year thereafter, by an amount equal to the Tax Escalation Factor.

4. Maximum Special Tax Rates

**Table 2**

Development Area	Expected Units	Base Year Maximum Special Tax (per Unit)	Maximum Special Tax Revenue
Hawk View	114	\$3,000	\$342,000
Bell Ranch	113	3,400	384,200
Bell Woods	54	3,600	194,400

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2019/20 and for each following Fiscal Year, the County or its designee shall determine the Special Tax Requirement and shall levy the Special Tax until the total Special Tax levy equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for such Fiscal Year.

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Map Property up to 100% of the Maximum Special Tax for Final Map Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first and second step have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Tentative Map Property at up to 100% of the Maximum Special Tax for Tentative Map Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first and second step have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2018-1.

**E. CONVERSION OF TAX EXEMPT PROPERTY TO TAXABLE PROPERTY**

If an Assessor's Parcel designated in CFD 2018-1 as Tax Exempt Property is not needed for public use and is converted to a private use, it shall become Taxable Property subject to the Special Tax. The Maximum Special Tax for each such Assessor's Parcel shall be assigned according to Table 2, with all applicable intervening Tax Escalation Factor increases added thereto. The CFD Administrator will assign the Maximum Special Tax by identifying the Development Area of the affected Assessor's Parcels.

**F. TAXABLE PARCELS ACQUIRED BY A PUBLIC AGENCY**

All Assessor's Parcels of Taxable Property that are acquired by a public agency after CFD 2018-1 is formed will remain subject to the applicable Maximum Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code.

**G. APPEALS AND INTERPRETATIONS**

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems

necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the County whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the County requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Taxes, but an adjustment shall be made to credit future Special Tax levy (ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

H. **MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2018-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. **PREPAYMENT OF SPECIAL TAX**

The following definition applies to this Section H:

"**CFD Public Facilities**" means either \$20,000,000 in 2018 dollars, which shall increase by the Construction Inflation Index on July 1, 2019, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2018-1 under the authorized bonding program for CFD No. 2018-1, or (ii) shall be determined by the County concurrently with a covenant that it will not issue any more CFD No. 2018-1 Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

"**Construction Fund**" means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible to be funded by CFD No. 2018-1 under the Act.

"**Construction Inflation Index**" means the annual percentage change in the Engineering News-Record Building Cost Index for the 20-city average, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the 20-city average.

"**Future Facilities Costs**" means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund, (ii) moneys currently on deposit in the Construction Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance facilities costs.

"**Outstanding Bonds**" means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

"**Previously Issued Bonds**" means all CFD No. 2018-1 Bonds that have been issued by CFD No. 2018-1 prior to the date of prepayment.

**1. Prepayment in Full**

The Special Tax may be prepaid for Assessor’s Parcels of Developed Property and Final Map Property, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment and only if the County determines that the prepayment does not jeopardize its ability to make timely payments of any component of the Special Tax Requirement. Assessor’s Parcels of Tentative Map Property and Undeveloped Property may not prepay the Special Tax. An owner of an Assessor’s Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor’s Parcel. The CFD Administrator may charge a fee for providing this service. If there are Outstanding Bonds for CFD 2018-1, prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of CFD No. 2018-1 Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount	
plus		Redemption Premium
plus		Future Facilities Amount
plus		Defeasance Amount
plus		Administrative Fees and Expenses
less		<u>Reserve Fund Credit</u>
Total: equals		Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

**Paragraph No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, compute the Maximum Special Tax applicable for the Assessor’s Parcel to be prepaid. For Assessor’s Parcels of Final Map Property which are required to prepay pursuant to Section C.1.c.b., compute the Maximum Special Tax Assessor’s Parcel as though it was already designated as Developed Property, based upon the Maximum Special Tax described in Section C for that Assessor’s Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total estimated Maximum Special Tax for CFD No. 2018-1 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through build out of CFD No. 2018-1, excluding any Assessor's Parcels which have been prepaid, and
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price-100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Add the amounts computed pursuant to paragraphs 8 and 9 to determine the "Defeasance Amount".
11. Verify the administrative fees and expenses of CFD No. 2018-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2018-1 Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.
13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10 and 11, less the amount computed pursuant to paragraph 12 (the "Prepayment Amount").
14. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 10 and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount

computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2018-1.

The Special Tax Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of CFD No. 2018-1 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of CFD No. 2018-1 Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 2018-1 both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding CFD No. 2018-1 Bonds.

## **2. Prepayment in Part**

The Special Tax may be partially prepaid for Assessor's Parcels of Developed Property and Final Map Property, provided that a partial prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of partial prepayment and only if the County determines that the partial prepayment does not jeopardize its ability to make timely payments of any component of the Special Tax Requirement. Assessor's Parcels of Tentative Map Property and Undeveloped Property may not partially prepay the Special Tax. An owner of an Assessor's Parcel intending to partially prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to partially prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the partial prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. If there are Outstanding Bonds for CFD 2018-1, partial prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of CFD No. 2018-1 Bonds from the proceeds of such partial prepayment may be given to the Trustee pursuant to the Indenture.

The amount of the partial prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment

$P_E$  = the Special Tax Prepayment Amount calculated according to Section I.1

F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax.

The Special Tax partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds, unless the partial prepayment is required pursuant to Section C.1.c.iv above.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, Paragraph 14, and (ii) indicate in the records of CFD No. 2018-1 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 2018-1 both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding CFD No. 2018-1 Bonds.

**J. TERM OF SPECIAL TAX**

The Special Tax shall be levied for a period not to exceed 40 years commencing with Fiscal Year 2019/20.

*Revised: 7/10/18*



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2018-0028668-00**

Acct 200-VITALCHECK  
Wednesday, JUL 25, 2018 09:11:32  
Ttl Pd \$92.00 Rcpt # 0001950503  
MMP/C1/1-1

TYPE OF MAP: ASSESSMENT DISTRICT MAP

BOOK: 5 PAGE: 18

REQUESTED BY: BASS LAKE HILLS CFD

DESCRIPTION: MAP OF PROPOSED BOUNDARIES OF THE EL DORADO COUNTY COMMUNITY  
FACILITIES DISTRICT NO 2018-1 (BASS LAKE HILLS)

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APN # 119-020-50-100, 119-020-52-100  
115-040-16-100

NO. OF MAP PAGES 1

Exhibit E - Executed Bass Lake  
Hills CFD No. 2018-1 Agreement **07/25/2018, 20180028668**

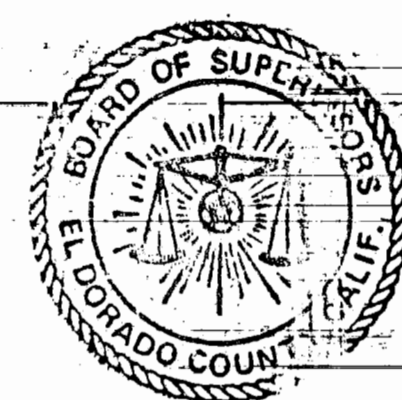
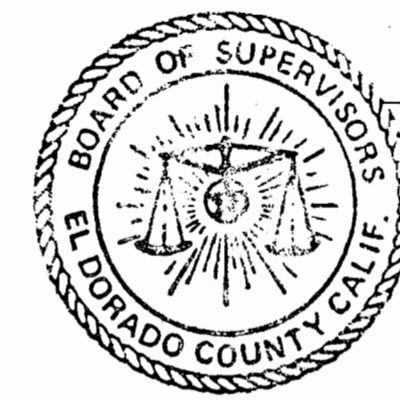


5/18

5/18

# MAP OF PROPOSED BOUNDARIES OF THE EL DORADO COUNTY COMMUNITY FACILITIES DISTRICT NO. 2018-1 (BASS LAKE HILLS)

COUNTY OF EL DORADO  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF THE COUNTY OF EL DORADO THIS 17 DAY OF July, 2018.

*James S. Watson*  
CLERK OF THE BOARD

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE EL DORADO COUNTY COMMUNITY FACILITIES DISTRICT NO. 2018-1 (BASS LAKE HILLS) WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO, AT A MEETING THEREOF, HELD ON THE 17 DAY OF July, 2018, BY ITS RESOLUTION NO. 147-2018

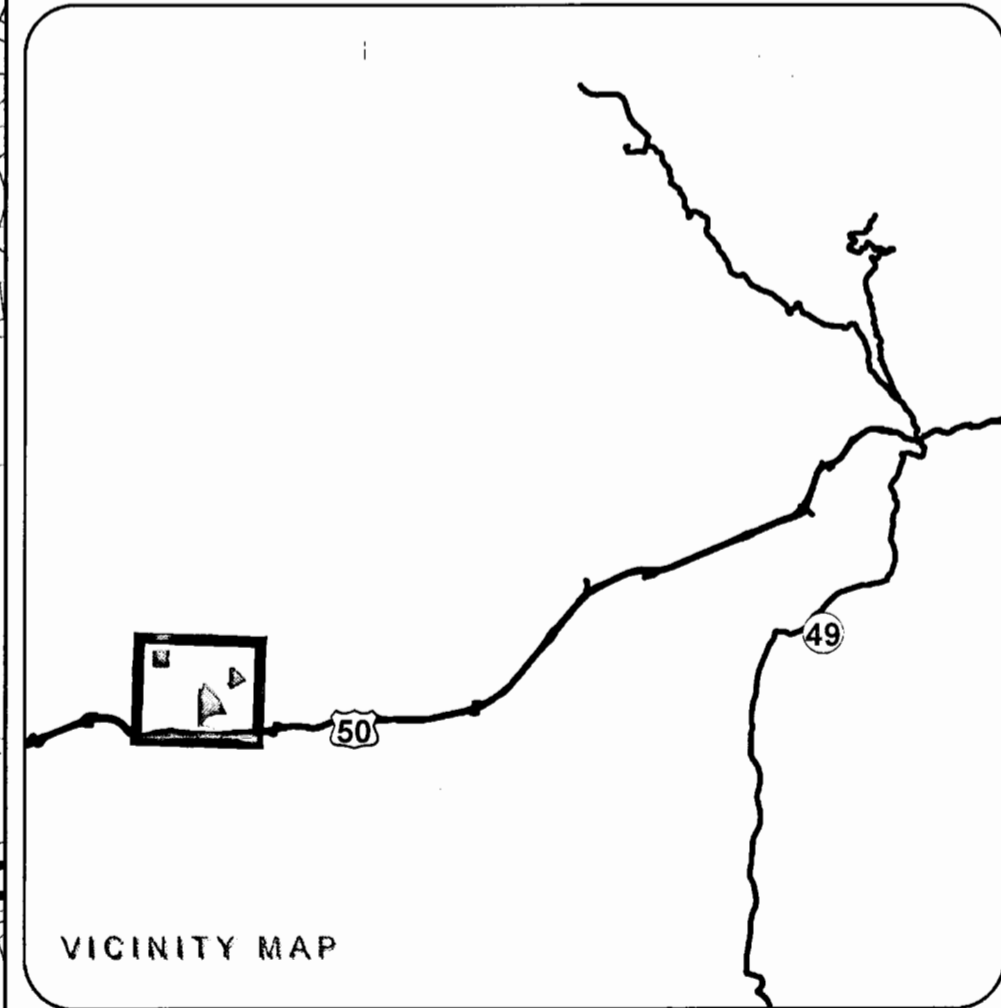
*James S. Watson*  
CLERK OF THE BOARD

FILED THIS 25 DAY OF July, 2018, AT THE HOUR OF 9 O'CLOCK A.M., IN BOOK 5 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 18 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA.

*William E. Schultz*  
COUNTY RECORDER,  
COUNTY OF EL DORADO

by: *Michelle Proffert*, Deputy

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA.



Source: El Dorado County GIS  
Geographic Coordinate Reference: GCS North American 1983  
Projection: NAD 1983 StatePlane California VI FIPS 0402 Feet



5/18

Exhibit E - Executed Bass Lake Hills CFD No. 2018-1 Agreement

**ORIGINAL**

**CREDIT AND REIMBURSEMENT AGREEMENT  
FOR THE CONSTRUCTION OF THE  
COUNTRY CLUB DRIVE REALIGNMENT – BASS LAKE ROAD  
TO TIERRA DE DIOS DRIVE PROJECT (CIP 71360)  
AND THE US HIGHWAY 50 / BASS LAKE ROAD EASTBOUND  
OFF RAMP INTERSECTION SIGNALIZATION PROJECT (CIP 73367)  
AGMT #19-54921**

**THIS CREDIT AND REIMBURSEMENT AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **LENNAR WINNCREST, LLC**, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, Suite 320, Roseville, CA 95661 (hereinafter referred to as "Developer"), concerning the construction of **COUNTRY CLUB DRIVE REALIGNMENT - BASS LAKE ROAD TO TIERRA DE DIOS DRIVE, CIP 71360** (hereinafter referred to as "Project 71360") and the construction of **US HIGHWAY 50 / BASS LAKE ROAD EASTBOUND OFF RAMP INTERSECTION SIGNALIZATION** (hereinafter referred to as "Project 73367").

**RECITALS**

**WHEREAS**, as a condition of approval of the Bell Ranch, Bell Woods and Hawk View Tentative Maps (TM96-1321-R/TM96-1321-E-2, TM01-1380-R/TM01-1380-E, TM00-1371-R/TM00-1371-E), and as provided in the Development Agreements between the parties for the three projects (collectively, the "Projects," as more particularly shown in Figure A), each dated September 19, 2017 (the "Development Agreements"), Developer is required to construct Project 71360; and

**WHEREAS**, Project 71360 and Project 73367, as described in Exhibit A and depicted in Figure B, are scheduled projects within the County's Capital Improvement ("CIP") and Traffic Impact Mitigation ("TIM") fee programs and are therefore reimbursable from the TIM Fee Program; and

**WHEREAS**, Developer has prepared and County has approved those certain improvement plans for Project 71360 entitled Improvement Plans for Bass Lake Reconstruction & Country Club Drive Extension, prepared by CTA Engineering and Surveying; and

**WHEREAS**, Developer, in consultation with County, has let a contract for the construction of Project 71360, based on a competitive bid and in accordance with all applicable provisions of the California Public Contracts Code and County regulations; and

**WHEREAS**, Developer has provided \$15,000 toward the cost of preparation of improvement plans by the County for Project 73367; and

**WHEREAS**, upon County completion of the project plans and written demand for additional payment from Developer, Developer will provide the County an additional \$225,000 toward the construction of Project 73367; and

**WHEREAS**, the County intends to let a contract for the construction of Project 73367, based on a competitive bid and in accordance with all applicable provisions of the California Public Contract Code and County regulations; and

**WHEREAS**, Section 3.3 of the Development Agreements provides that the costs of Project 71360 and Project 73367, which fall within the purview of the County's TIM Fee Program, will be reimbursable to Developer through the application of TIM fee credits and cash reimbursement; and

**WHEREAS**, County has adopted "*Guidelines for Road Impact Fee/Traffic Impact Mitigation Fee Reimbursement Projects*" (hereinafter referred to as the "Guidelines") that identify requirements for pre-construction procedures, bid/proposal procedures, project award, construction, reimbursement and cost reimbursement policies; a copy of which is on file and available at the El Dorado County, Department of Transportation's main office located at 2850 Fairlane Court, Placerville, California 95667, and is incorporated herein and made by reference a part hereof as if set forth in full;

**NOW, THEREFORE**, it is the intent of the parties to set forth with certainty Developer's rights to reimbursement and to provide that the performance of this Agreement shall be in conformity with all applicable state and local laws, rules and regulations, and the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

**ARTICLE I: ELIGIBILITY CRITERIA**

Developer acknowledges and agrees that to be eligible for reimbursements under County's Guidelines (hereinafter referred to as "Eligible Costs"), the design and construction of the improvements must be done in accordance with the specifications, change orders and itemized cost estimates approved by County, all construction work shall be in accordance with all applicable state and local rules, regulations and ordinances, including but not limited to the applicable provisions of the California Public Contract Code, the California Labor Code prevailing wage requirements, County competitive bidding requirements, state licensing regulations and County policies, and all right-of-way activities, inclusive of negotiation and acquisition, shall conform to all federal and state laws, regulations and policies, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

**ARTICLE II: TERMS OF CREDITS AND REIMBURSEMENT (PROJECT 71360)**

County agrees to reimburse Developer for actual costs incurred related to Project 71360 pursuant to the County's Guidelines (hereinafter referred to as the "Eligible Reimbursement Costs"). A good faith estimate of the Eligible Reimbursement Costs has been calculated and agreed to by the parties and is shown in the spreadsheet attached hereto as Exhibit B. The estimated total Eligible Reimbursement Costs for

Project 71360 are **Twelve Million Two Hundred Fifty-Five Thousand One Hundred Forty-Eight Dollars (\$12,255,148)**. The parties agree that the Eligible Reimbursement Costs will be adjusted upon the completion of Project 71360 at such time as all actual costs have been determined. The resultant Eligible Reimbursement Costs shall be reimbursed to Developer in the form of Fee Credits and Cash Reimbursement as follows. The calculations for these anticipated Fee Credits and Cash Reimbursement is attached hereto as Exhibit C.

- A. Hawk View Credits. Developer shall receive a credit against the TIM fee (Non-Highway 50) payable at the time of issuing each building permit within the Hawk View Project in an amount equal to the TIM fee then due and payable less the Silva Valley Interchange set aside amount. At the time of this Agreement this credit is based on the Zone 8 TIM fee and is projected to be **Fourteen Thousand Ninety-One Dollars (\$14,091)** per residential unit, or a total of **One Million Six Hundred Six Thousand Three Hundred Seventy-Four Dollars (\$1,606,374)** (114 units x \$14,091) (the "Total Creditable Amount"). In the event that the TIM is amended the amount of credit applied to each residential unit shall be adjusted accordingly and the balance of the Cash Reimbursement, as defined below, shall be adjusted to reflect such adjustment.
- B. Bell Ranch Credits. Developer shall receive a credit against the TIM fee (Non-Highway 50) payable at the time of issuing each building permit within the Bell Ranch Project in an amount equal to the TIM fee then due and payable. At the time of this Agreement this credit is based on the Zone 2 TIM Fee and is projected to be **Nine Thousand Forty-Eight Dollars (\$9,048)** per residential unit, or a total of **One Million Twenty-Two Thousand Four Hundred Twenty-Four Dollars (\$1,022,424)** (113 units x \$9,048) (the "Total Creditable Amount"). In the event that the TIM is amended the amount of credit applied to each residential unit shall be adjusted accordingly and the balance of the Cash Reimbursement, as defined below, shall be adjusted to reflect such adjustment.
- C. Bell Woods Credits. Developer shall receive a credit against the TIM fee (Non-Highway 50) payable at the time of issuing each building permit within the Bell Woods Project in an amount equal to the TIM fee then due and payable. At the time of this Agreement this credit is based on the Zone 2 TIM Fee and is projected to be **Nine Thousand Forty-Eight Dollars (\$9,048)** per residential unit, or a total of **Four Hundred Eighty-Eight Thousand Five Hundred Ninety-Two Dollars (\$488,592)** (54 units x \$9,048) (the "Total Creditable Amount"). In the event that the TIM is amended the amount of credit applied to each residential unit shall be adjusted accordingly and the balance of the Cash Reimbursement, as defined below, shall be adjusted to reflect such adjustment.

D. Cash Reimbursement. The balance of the Eligible Reimbursement Costs, which exceeds the Total Creditable Amount assigned to the Projects above (the "Cash Reimbursement") in the projected amount of **Nine Million One Hundred Thirty-Seven Thousand Seven Hundred Fifty-Eight Dollars (\$9,137,758)**, shall be paid to Developer in installments. Beginning on the first anniversary of the acceptance of Project 71360 by the County Board of Supervisors, five (5) annual payments shall be made to Developer in an amount equal to fifteen percent (15%) of the then total Cash Reimbursement, projected to be **One Million Three Hundred Seventy Thousand Six Hundred Sixty-Four Dollars (\$1,370,664)**, with the balance, projected to be **Two Million Two Hundred Eighty-Four Thousand Four Hundred Thirty-Eight Dollars (\$2,284,438)** paid on the sixth (6<sup>th</sup>) anniversary of Project acceptance.

1. The Cash Reimbursement shall be reimbursed generally 40.5% from the TIM Fee Zone 8 Account and 59.5% from the TIM Fee Zones 1-7 Account, or its successor (collectively, the "EDH TIM Accounts"), excluding the 30% portion reserved for the Silva Valley Interchange set-aside ("EDH TIM"), where cash payments shall be made on a six-year basis without interest, as provided above. The ability of County to fully reimburse the Cash Reimbursement is dependent upon the amount of funds available in the EDH TIM Accounts, or its successor, after sufficient funds for prior set-asides and priority reimbursement commitments documented in agreements approved by the County Board of Supervisors prior to this Agreement are reserved (hereinafter referred to as "Uncommitted EDH TIM").
2. Developer acknowledges and agrees that the sole source of funds that Developer shall look to for the Cash Reimbursement shall be the Uncommitted EDH TIM in the EDH TIM Accounts and that the County shall not be obligated to fund the Cash Reimbursement from any other funds or revenues, including but not limited to, the County General Fund. Developer further acknowledges that it is aware of the pending actions challenging the County's TIM Fee Program (Austin v. El Dorado County, Sheetz v. El Dorado County, and Lunsmann v. El Dorado County) and that the outcome of those actions could adversely affect the County's ability to reimburse the Developer from the Uncommitted EDH TIM funds.
3. If, at the time any payment is due, the Uncommitted EDH TIM funds then available are not adequate to fully fund the installment then due, the shortfall shall be carried over and added to the next installment to be paid to Developer hereunder. And, if at the time final payment is due hereunder, the then available local improvement TIM Fee funds are not adequate to fully fund such final payment, then the County's obligation

shall continue quarterly thereafter as funds are available in the TIM Fee Program until such final payment is received in full.

- E. Potential Limitation on Credits/Conversion to Reimbursement. As provided in the Development Agreements, Developer acknowledges that the County shall not be required to issue credits pursuant to this Article II if doing so would impair the County's ability to meet its contractual obligation to make payments pursuant to reimbursement commitments existing as of the effective date of this Agreement. In such case, such refused fee credits shall become payable as a reimbursement to the Developer and added to the Cash Reimbursement described above.
- F. Assignment of Cash Reimbursement as Fee Credits. Developer may, upon written notice to County, assign portion(s) of its Cash Reimbursement for application as fee credits against the TIM fee (Non-Highway 50), Zone 8 or Zone 2, for development of other properties within the Bass Lake Hills Specific Plan within Zone 2 and/or Zone 8 of the TIM Fee Program owned by Developer and/or to other developer(s) or owner(s) within Zone 2 or Zone 8 for projects within the Bass Lake Hills Specific Plan. Any such assigned Cash Reimbursements as fee credits shall be applied in the same manner and subject to the same limitations as provided above for the fee credits allocated to the Projects hereunder. Any such assigned amounts shall be deducted from the Cash Reimbursement described above. To effect such assignments, Developer shall submit a completed assignment to the County in the form attached hereto as Exhibit D.

### **ARTICLE III: TERMS OF REIMBURSEMENT (PROJECT 73367)**

County agrees to reimburse Developer, through credits against the Highway 50 TIM fee, for their contributions toward Project 73367 pursuant to the County's Guidelines. The reimbursement shall be limited initially to the \$15,000 previously provided by Developer towards the cost of preparation of improvement plans and increased by an additional \$225,000 to be subsequently contributed by Developer towards the construction of Project 73367. There will be no adjustments to these costs after the final contribution by Developer.

- A. Highway 50 TIM Fee Credits. Developer shall receive credits against the Highway 50 TIM fee payable at the time of issuing each building permit within the Hawk View Project in an amount equal to the Highway 50 TIM fee due and payable. Such credits shall not exceed the contribution then provided by Developer towards Project 73367 at the time of the credit (\$15,000 payment made prior to this Agreement, to be increased by an additional \$225,000 contribution by Developer in the future at such time as the Project 73367 plans are complete and the County demands the additional contribution) not to exceed **Two Hundred Forty Thousand Dollars (\$240,000)** in total. At the time of this Agreement, these credits are projected to be **Nine Thousand One Hundred Sixty-Three Dollars (\$9,163)** per residential unit for 26 units, or a

total of **Two Hundred Thousand Two Hundred Thirty-Eight Dollars (\$238,238)** (26 units x \$9,163) (the "Total Creditable Amount"). Partial credits will not be issued; however, any amount remaining which is less than the value of a single residential unit HWY 50 TIM Fee, shall be refunded upon written request at the time the last available full credit is redeemed. That amount of refund is currently projected to be **One Thousand Seven Hundred Sixty-Two Dollars (\$1,762)** (\$240,000 Contribution - \$238,238 Total Creditable Amount). In the event that the TIM is amended, the amount of credits applied to each residential unit shall be adjusted accordingly and the balance of the reimbursement described above shall be adjusted to reflect such adjustment.

In the event that the Developer cannot redeem all available Highway 50 TIM Fee credits within the Hawkview Project, any remaining Highway 50 TIM Fee credits may be assigned to the Bell Ranch and Bell Woods projects. In the event the Developer cannot redeem all available Highway 50 TIM Fee credits within all three projects, any contribution monies remaining in excess of the Total Creditable Amount, shall be paid to Developer in installments. Beginning on the first anniversary of the acceptance of Project 73367 by the County Board of Supervisors, five (5) annual payments shall be made to Developer in an amount equal to fifteen percent (15%) of the then total Cash Reimbursement, with the balance paid on the sixth (6<sup>th</sup>) anniversary of Project acceptance.

**ARTICLE IV: MISCELLANEOUS**

- A. TIM Fee Program Modifications. Notwithstanding any provision in this Agreement to the contrary, County shall not be precluded from modifying its 2004 General Plan TIM Fee Program by removing or adding fee categories, including, but not limited to, Age-Restricted Single-Family and Multi-Family categories, and/or to increase or decrease the amount of the TIM fee as deemed necessary by the County to reflect, for example, a decrease in the need for and/or cost of construction of traffic and traffic related improvements. The foregoing shall not be construed as obligating the County to modify, decrease, or adjust the amounts of its fee programs. In the event that the cash reimbursements generated from the TIM fund, or its successor, are insufficient to fully fund the reimbursement as a result of the aforesaid modifications, inclusive of cash insufficiencies resulting from developers taking credits against TIM fees, or its successor, in lieu of repayment triggered by cash insufficiency caused by said modifications, such insufficiencies shall not be deemed an event of default by the County hereunder and shall not entitle Developer to accelerate any payment or payments or to pursue any other remedies under this Agreement or as allowed by law. Notwithstanding the foregoing, which is intended to provide the County the flexibility to properly manage its TIM fee program, the County agrees that the reimbursement provided herein is a priority reimbursement commitment and care will be taken to avoid any subsequent action or agreement which may jeopardize the County's ability to perform in accordance with this Agreement.

B. Refund of Previously Paid TIM Fees. Prior to the parties entering this Agreement, the County acknowledges that Developer (and Developer's successor as to the development of Hawk View) has been proceeding with the development of the Projects and paying the TIM Fees associated therewith. Upon the Effective Date of this Agreement, Developer shall submit an accounting to the County of the local improvement portions of the TIM Fees paid by Developer for development of the Projects prior to the Effective Date. County agrees that, within forty-five (45) days after the Effective Date of this Agreement and upon receipt and approval of the Developer accounting of TIM fees paid, the County shall refund to Developer the corresponding amount of TIM Fees paid that otherwise could have been credited if the Agreement had been in place at the time of such payment, which refund shall be credited against and applied to reduce the corresponding amounts of the credits provided to Developer hereunder.

**ARTICLE V: VENUE**

This Agreement has been executed in California, and shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE VI: WAIVER**

Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of such matters in the future or any other covenant, condition, or promise hereunder. Any waiver, to be effective, shall be expressed and in writing and shall be delivered to the other party.

**ARTICLE VII: CONSTRUCTION**

This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. Each party hereto acknowledges and agrees that each has had independent counsel and review and participated in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

**ARTICLE VIII: CHANGES TO AGREEMENT**

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

**ARTICLE IX: NOTICE TO PARTIES**

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

---

Lennar Winncrest, LLC  
Credit and Reimbursement Agmt  
Bell Ranch TM96-1321-R/TM96-1321-E-2  
Bell Woods TM01-1380-R/TM01-1380-E  
Hawk View TM00-1371-R/TM00-1371-E

AGMT 19-54921



To County: With a Copy to:

County Of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Rafael Martinez  
Director of Transportation

County Of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, CA 95667  
Attn: Becky Morton  
Chief Fiscal Officer

or to such other location as County directs.

Notices to Lennar Winncrest, LLC shall be addressed as follows:

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

or to such other location as Developer directs.

**ARTICLE X: CONTRACT ADMINISTRATOR**

The County officer or employee with responsibility for administering this Agreement is Becky Morton, Chief Fiscal Officer – Chief Administrative Office, Administration and Finance Division, or successor.

**ARTICLE XI: SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the heirs, assigns, and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to owners of property within the Bass Lake Hills Specific Plan Area, without the prior written consent of the County. Any permitted assignment of Fee Credits or Fee Reimbursements hereunder shall be in the form attached hereto as Exhibit D.

**ARTICLE XII: AUTHORIZED SIGNATURES**

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

**ARTICLE XIII: SEVERABILITY**

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Contract Administrator Concurrence:**

By: Becky Morton Dated: 12/10/19  
Becky Morton  
Chief Fiscal Officer  
Chief Administrative Office, Administration and Finance Division

**Requesting Department Concurrence:**

By: Rafael Martinez Dated: 12/6/19  
Rafael Martinez, Director  
Department of Transportation

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

**--COUNTY OF EL DORADO--**

By: Bill Venkys Dated: 11/7/2020  
Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: [Signature] Dated: 11/7/2020  
Deputy Clerk

**--LENNAR WINNCREST, LLC--**  
a Delaware Limited Liability Company

By: [Signature] Dated: 11/25/19  
Larry Gualco  
Lennar Winncrest, LLC

*Notary Acknowledgement Attached*

OWNER

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

ACKNOWLEDGMENT

State of California  
County of PLACER

On NOVEMBER 25, 2019 before me, ROSA CATANZARO, NOTARY PUBLIC  
(here insert name and title of the officer)

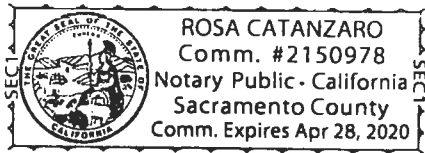
personally appeared  
LARRY GUALCO

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

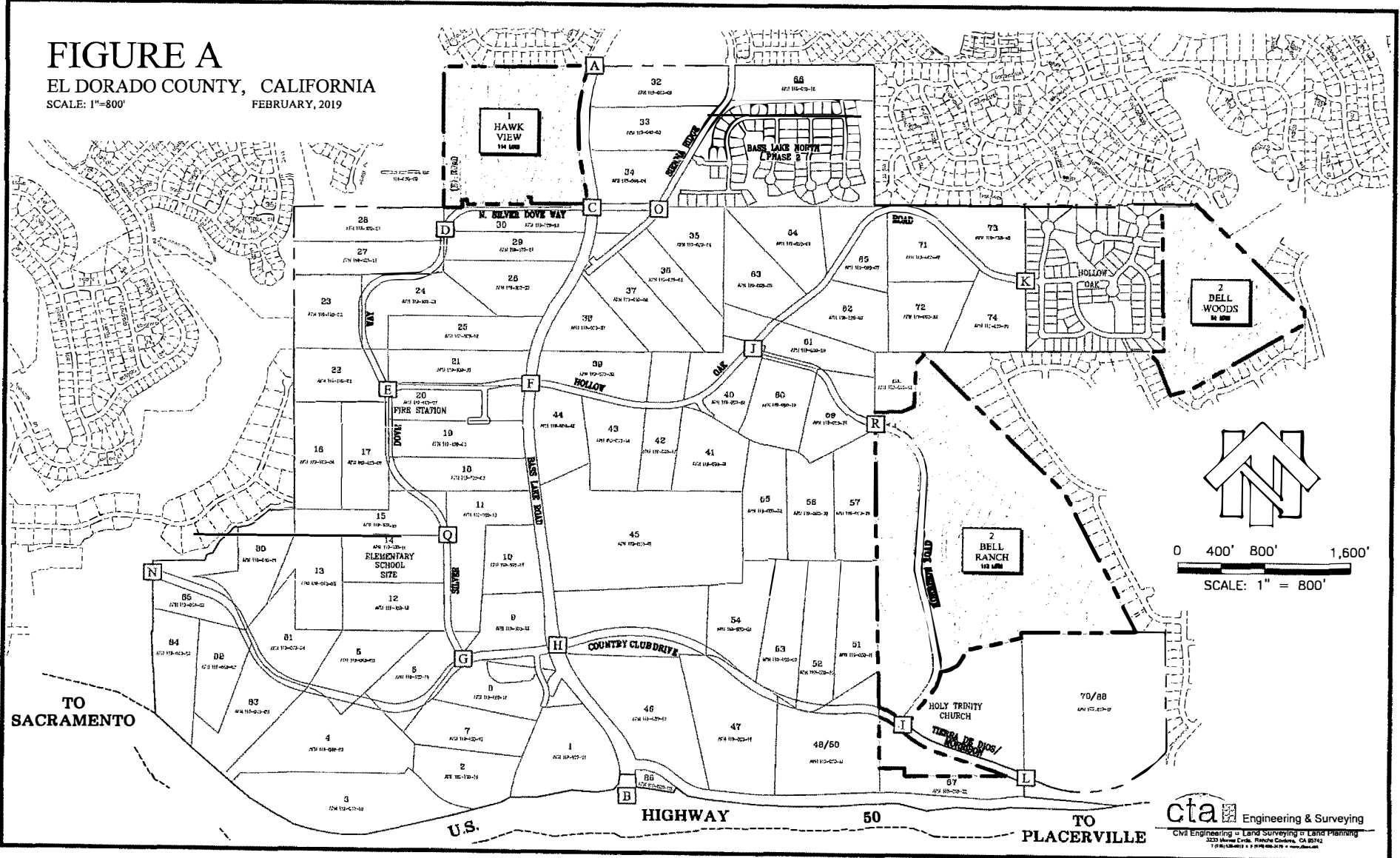
WITNESS my hand and official seal.

Signature Rosa Catanzaro



(Seal)

**FIGURE A**  
**EL DORADO COUNTY, CALIFORNIA**  
 SCALE: 1"=800'  
 FEBRUARY, 2019



M:\16-017-001\EXHIBITS\BLH FIGURE A.dwg, 2/8/2019 11:31:48 AM, rlfursov, 1:1

# FIGURE B PROJECT LOCATION MAP

## TIM FEE PROGRAM

EL DORADO COUNTY, CALIFORNIA

SCALE: 1"=800'

FEBRUARY, 2019

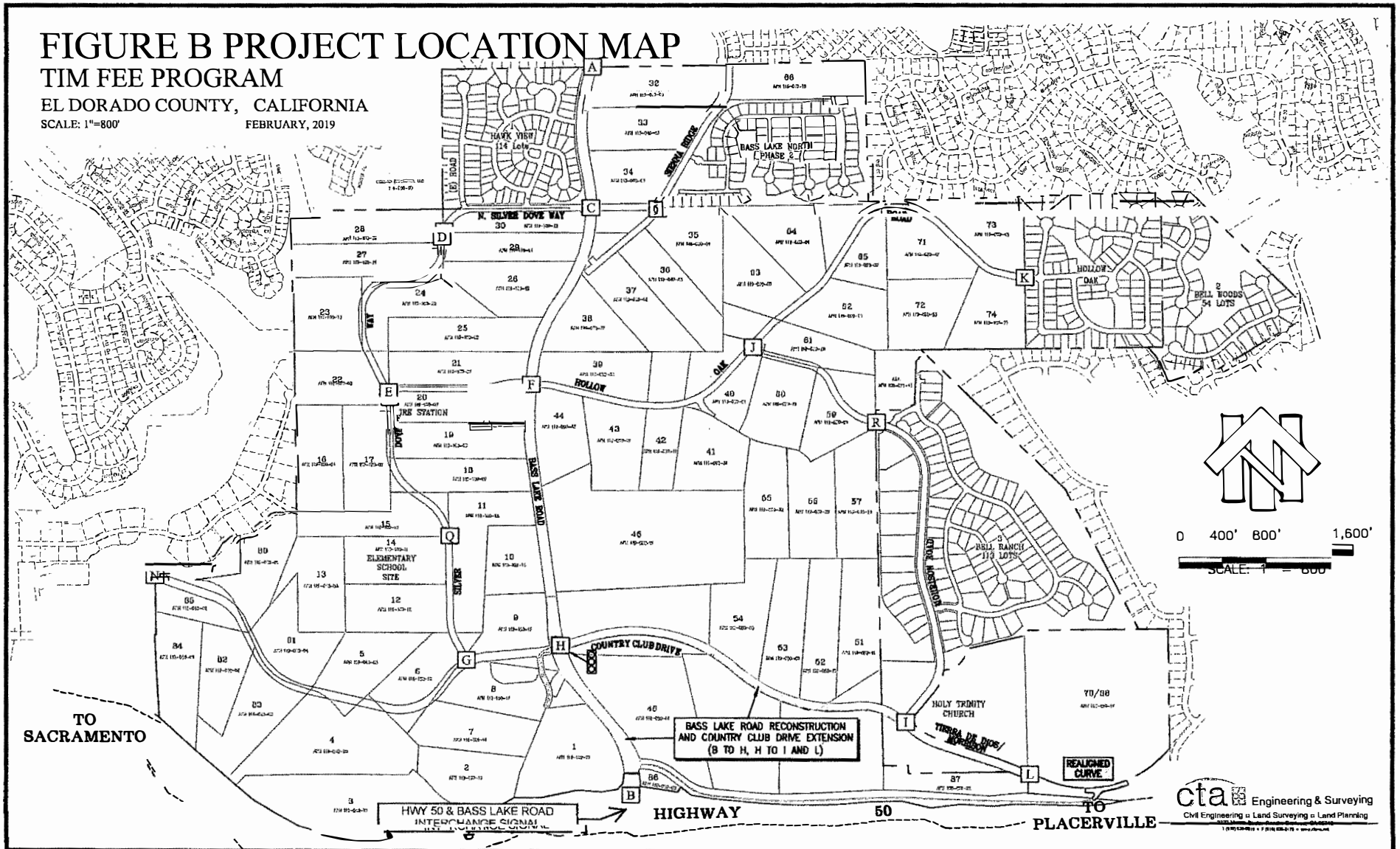


Exhibit F - Executed Bass Lake Road/Country Club Drive  
Credit and Reimbursement Agreement (AGMT No.19-54921)

**EXHIBIT A**

**DESCRIPTION OF REIMBURSABLE IMPROVEMENTS  
UNDER TIM FEE PROGRAM**

(Lennar Winncrest, LLC)  
(Bell Ranch, Bell Woods and Hawk View)  
(Date)

This Exhibit describes the eligible improvements subject to the TIM Fee Program.

Country Club Drive – Bass Lake Road Improvement (TIM Project No. 71360)

Construct new Country Club Drive Realignment from Bass Lake Road to Tierra Del Dios Drive. Construct and realign eastern portion of Tierra Del Dios Drive to match new Country Club Drive alignment. Reconstruct Bass Lake Road improving vertical and horizontal curve profiles from Highway 50 to approximately 500 feet north of the new Bass Lake Road and realigned Country Club Drive intersection, including grading for the ultimate four (4) lanes and bike trail on the east side of Bass Lake Road and within the extent of the associated grading. Install traffic signal at new Bass Lake Road and Country Club Drive intersection. Install minor transition improvements at the old Country Club Drive alignment and the reconstructed/widened Bass Lake Road transition point and the realigned Tierra Del Dios Drive transition point.

Highway 50 Interchange Improvements (TIM Project No. 73367)

Contribute \$240,000 towards improvement plan preparation (\$15,000) and estimated construction costs (\$225,000) for the El Dorado County Department of Transportation to construct Highway 50 eastbound offramp and associated traffic signal improvements at Bass Lake Road.

**EXHIBIT B**

**ESTIMATED ELIGIBLE CREDIT AND REMBURSEMENT COSTS  
TIM FEE PROGRAM**

(Lennar Winncrest, LLC)  
(Bell Ranch, Bell Woods and Hawk View)  
(Date)

This Exhibit shows summarized cost estimates of the Country Club Drive & Bass Lake Road Improvements and the Highway 50 Interchange Improvements subject to the TIM Fee Program.

Country Club Drive & Bass Lake Road Improvements (Project 71360)

- T1: Bass Lake Road/Country Club	\$11,778,417
- T2: Country Club:	\$ 72,726
- T6: Traffic Signal (Bass Lake/Country Club:	<u>\$404,005</u>

Total Estimated Facility Costs **\$12,255,148**

Highway 50 Interchange Improvements (Project 73367)

- T4: Hwy 50/Bass Lake Interchange	<b><u>\$240,000</u></b>
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## EXHIBIT C

### IDENTIFICATION OF TIM FEE CREDITS AND REIMBURSEMENTS

[Lennar Winncrest LLC]  
[Bell Ranch, Bell Woods and Hawk View]  
Date of Agreement: \_\_\_\_\_, 2019

#### **TIM FEE (NON-HIGHWAY 50) Fee Credits and Reimbursement:**

Estimated Eligible Facility Costs for Project 71360: **\$12,255,148**

TIM Fee (Non-Highway 50) Obligation (excluding  
Silva Valley Interchange and Admin portions)

- Bell Ranch: 113 x \$9,048 = \$1,022,424  
(lots) (fee/lot) (TIM Fee Oblig)
- Bell Woods: 54 x \$9,048 = \$488,592  
(lots) (fee/lot) (TIM Fee Oblig)
- Hawk View: 114 x \$14,091 = \$1,606,374  
(lots) (fee/lot) (TIM Fee Oblig)

**TIM Fee Credits:** **\$3,117,390**  
(Equal to Total TIM Fee Obligation,  
Since Estimated Facility Costs Exceed Fee Obligation)

**TIM Fee Reimbursement:** **\$9,137,758**  
(Equal to Estimated Facility Costs minus Total Fee Credits,  
Since Estimated Facility Costs exceed Total Fee Credits)

#### **Highway 50 TIM Fee Credits:**

Estimated Facility Costs for Project 73367: **\$240,000**

Highway 50 Tim Fee Obligation

- Hawk View: 114 x \$9,163 = \$1,044,582  
(lots) (H50 fee/lot) (H50 Fee Oblig)

**Total Highway 50 TIM Fee Credits,  
Subject to Second Contribution by Developer:** **\$240,000**  
(Equal to Estimated Facility Costs, Since  
Facility Costs Less Than Hwy 50 TIM Fee Obligation)

*[Note: Above Fee Credit and Fee Reimbursement amounts are subject to adjustment  
based on actual costs and modifications to the TIM Fee Program, per the Agreement]*



EXHIBIT D

**FORM OF CERTIFICATE OF ASSIGNMENT OF TIM FEE CREDITS,  
INCLUDING FEE REIMBURSEMENTS ASSIGNED AS TIM FEE CREDITS**

The undersigned Developer, as the holder of certain TIM Fee Credits and Reimbursements related to the Credit / Reimbursement Agreement between Developer and the County of El Dorado, dated \_\_\_\_\_, 2019 (the "Agreement"), hereby assigns, transfers and conveys to the undersigned Assignee the amount of TIM Fee Credits for use within the Assignee's subdivision as indicated below:

Developer's Legal Name: \_\_\_\_\_

Assignee's Legal Name: \_\_\_\_\_

Name of Assignee's Subdivision: \_\_\_\_\_

TIM Fee Credits (Non-Highway 50):

Assigned TIM Fee Credits (Non-Highway 50): \$ \_\_\_\_\_  
Fee Credit Balance Before Transfer: \$ \_\_\_\_\_  
Fee Credit Balance Agreement After Transfer: \$ \_\_\_\_\_

TIM Fee Reimbursements Assigned as TIM Fee Credits (Non-Highway 50):

Assigned TIM Fee Reimbursements as Credits (Non-Highway 50): \$ \_\_\_\_\_  
Fee Reimbursement Balance Before Transfer: \$ \_\_\_\_\_  
Fee Reimbursement Balance After Transfer: \$ \_\_\_\_\_

TIM Fee Credits (Highway 50):

Amount of Assigned Highway 50 TIM Fee Credits: \$ \_\_\_\_\_  
Fee Credit Balance Available under Agreement Before Transfer: \$ \_\_\_\_\_  
Fee Credit Balance Available under Agreement After Transfer: \$ \_\_\_\_\_

ACKNOWLEDGED: DOT Director: \_\_\_\_\_

**DEVELOPER:**

**ASSIGNEE/HOME BUILDER:**

\_\_\_\_\_ a \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Developer Contact:**

**Assignee/Home Builder Contact:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

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# Bass Lake Hills Specific Plan

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## Public Facilities Finance Plan

El Dorado County  
December 2020

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Prepared by:



# TABLE OF CONTENTS

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<b>I.</b>	<b>INTRODUCTION.....</b>	<b>3</b>
	Land Use Summary.....	3
	Location.....	3
	Purpose of the Finance Plan Update.....	5
	Finance Strategy.....	5
	Implementation Plan.....	5
<b>II.</b>	<b>PUBLIC IMPROVEMENTS .....</b>	<b>6</b>
	Description of Public Improvements.....	9
	Backbone Infrastructure .....	9
	1. Transportation.....	9
	2. Storm Drainage.....	9
	3. Water.....	10
	4. Sewer.....	10
	Public Facilities.....	12
	1. Parks, Open Space & Trails.....	12
	2. Public Safety.....	12
	3. Schools.....	12
<b>III.</b>	<b>FUNDING STRATEGIES &amp; FINANCING MECHANISMS .....</b>	<b>12</b>
	1. Land Secured Financing.....	13
	2. Development Impact Fees.....	13
	3. Credits & Reimbursements.....	14
<b>IV.</b>	<b>CONCLUSIONS &amp; IMPLEMENTATON .....</b>	<b>15</b>
	Net Burden Analysis.....	15
	Feasibility Test.....	15
	Implementation.....	15

## **Tables & Appendices**

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**Table 1 – Land Use Summary**

**Table 2 – Capital Improvement Program Cost Summary**

**Table 3 – Funding Sources Summary**

**Table 4 – Finance Mechanism Matrix**

**Table 5 – Development Impact Fees**

**Table 6 – Net Burden Analysis**

**Table 7 – Finance Plan Feasibility**

**Figure 1 – Location**

**Figure 2 – Sewer Sheds**

**Appendix A – Capital Improvement Program**

**Appendix B – CFD Bond Capacity Analysis**

**Appendix C – Bass Lake Hills Plan Area Fee Program Nexus Study**

## I. INTRODUCTION

This Public Facilities Finance Plan (“Finance Plan”) establishes a strategy for financing backbone infrastructure and other public facilities necessary to serve the **Bass Lake Hills Specific Plan** (“Specific Plan”). The Finance Plan sets forth details regarding potential funding mechanisms that may be implemented to finance public improvements within the Specific Plan and the County of El Dorado (“County”). Development & Financial Advisory has been retained to prepare the Finance Plan to establish a strategy for financing public improvements required to serve developments within the Specific Plan area.

### **Land Use Summary**

The Specific Plan comprises approximately 1,414 acres and is anticipated for development of 1,458 housing units, 24 acres of parks, and 9 acres of schools with 151 acres of open space throughout the Specific Plan area. A portion of the Specific Plan was previously developed, leaving an anticipated 1,359 residential units for development. Table 1 below summarizes the Specific Plan land uses.

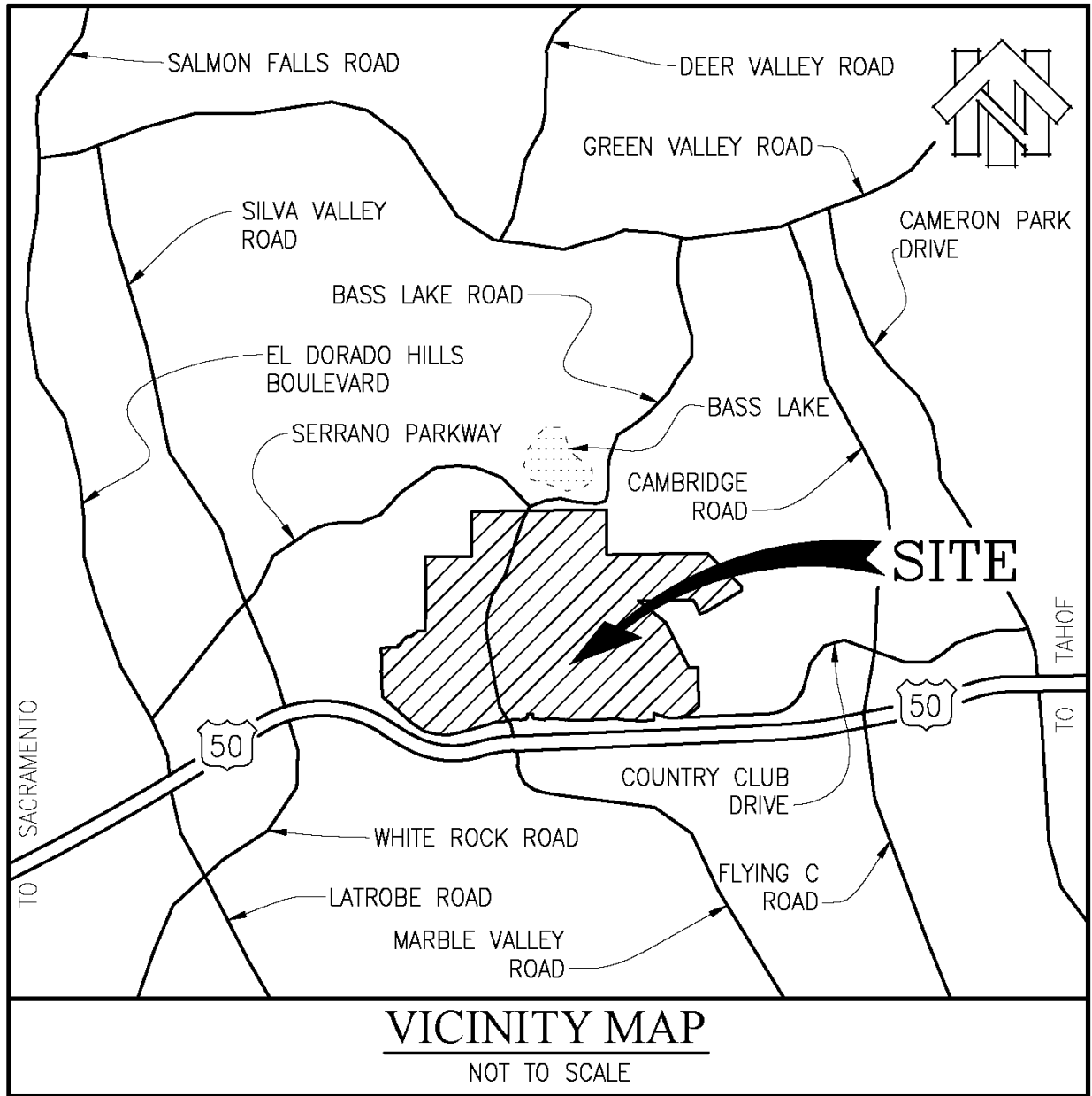
**Table 1**  
**Specific Plan**

<u>Land Use Category</u>	<u>Land Use</u>	<u>Original Specific Plan</u>			<u>Devel</u>	<u>Remaining</u>
		<u>Acres</u>	<u>Density</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>
<b>Residential</b>						
Low Density	L.2 PD	171	0.2	33	-	33
Low Density	L.7 PD	361	0.6	225	-	225
Medium Density	MPD	403	1.5	601	99	502
High Density	H3PD	149	2.4	364	-	364
High Density	H4PD	49	3.7	181	-	181
	<b>Subtotal</b>	<b>1,133</b>		<b>1,404</b>	<b>99</b>	<b>1,305</b>
Church		34	1.6	54		54
	<b>Subtotal Residential</b>	<b>1,167</b>		<b>1,458</b>	<b>99</b>	<b>1,359</b>
<b>Other</b>						
Parks		24				
Open Space		151				
Schools		9				
Fire Station		2				
Park & Ride		2				
	<b>Subtotal Public Other</b>	<b>188</b>				
<b>Roads/Right of Way</b>		<b>60</b>				
<b>Total</b>		<b>1,414</b>		<b>1,458</b>	<b>99</b>	<b>1,359</b>

### **Location**

The Specific Plan is located in the County, approximately 3 miles east of the County of Sacramento line and adjacent to the western boundary of the Cameron Park area. US Highway 50 forms the southern Specific Plan area boundary, as illustrated in Figure 1 below.

Figure 1 - Location



### **Purpose of the Finance Plan Report**

The Finance Plan provides a program for financing Specific Plan backbone infrastructure and other public facilities (“Public Improvements”). The Finance Plan describes the long-term approach to Public Improvements that will support the proposed land uses in the Specific Plan. It also provides details to guide the implementation of financing Public Improvements for the Specific Plan through the use of fee credits, reimbursements and financing districts. The Finance Plan adheres to the requirements and provisions of the Specific Plan and/or development agreements applicable to projects within the Specific Plan area.

The Finance Plan matches costs and funding sources for the required Public Improvements to be constructed or acquired to implement the Specific Plan. This Finance Plan:

- Creates the policy framework for financing;
- Describes the Specific Plan backbone infrastructure and public facilities;
- Provides estimated costs to construct Public Improvements, as defined in Section II;
- Identifies capital funding mechanisms; and
- Provides an efficient and feasible implementation plan to finance Specific Plan Public Improvements.

### **Finance Strategy**

The Finance Plan outlines the strategy for financing and constructing Public Improvements. The objectives of that strategy are to:

- Assure funding and/or construction of public improvements needed to serve the Specific Plan;
- Match funding according to anticipated demand and market conditions;
- Provide for public finance vehicles (including the use of fee credit/reimbursement agreements and public financing districts);
- Utilize existing County and other agency fee programs;
- Utilize a plan area fee program with the County to fund Public Improvements not otherwise covered by an existing fee program;

The anticipated funding mechanisms for the public improvements are explained in greater detail in Section III. Funding Strategies & Financing Mechanisms. A preliminary funding sources table (attached Table 3 and Table 4) provides a summary of funding sources anticipated for the Specific Plan’s Public Improvements.

### **Implementation Plan**

It is typical with multiple phase, long-term development projects that substantial infrastructure burdens are required in the initial years or phases prior to development of the benefitting latter phases. This causes a financial burden on the initial development entity or entities as those parties are required to construct and fund infrastructure to the benefit of subsequent development phases.

Without an infrastructure financing program that provides the initial development entities with fee credits and/or reimbursements, financial burdens can be too extreme and prohibitive to project development. A financial plan outlines the timing and amount of infrastructure required for the project, the respective development end-user responsible for funding its fair share of the infrastructure, and a comprehensive fee credit and/or reimbursement program that provides the opportunity for equitable and feasible project development.

The development of the Specific Plan requires a significant amount of Public Improvements, identified and quantified in a capital improvement program, to be constructed during the initial phases. The Public Improvement costs associated with initial phases of development exceed the fair share funding obligation of the respective phases of development. As a result, initial development will rely on fee credits and reimbursements from existing and planned fee programs to mitigate initial cash outflows and overall costs.

Implementation of the PFFP may include the following:

- Utilization of existing fee programs to fund facilities, such as fire, parks and schools;
- A public/Specific Plan Area Fee (“Plan Area Fee”) program to fund Public Improvements required by subsequent development as summarized in section III below ;
- Utilization of federal, state, or local funding to fund capital facilities, such as the Highway 50/Bass Lake Road Interchange or the Specific Plan Park & Ride;
- Formation of a Mello-Roos Community Facilities District or other land-secured financing mechanism to fund, as necessary, any backbone improvements and public facilities;

## II. PUBLIC IMPROVEMENTS

Implementation of the Specific Plan will require transportation, sewer, water and other backbone infrastructure and public facilities. Initial cost estimates for the Public Improvements were prepared by CTA Engineering & Surveying (“CTA”) and costs for some Phase 1 improvements were updated based on unit pricing from construction contracts.

Table 2 summarizes the Specific Plan’s Capital Improvement Program and associated costs. The buildout cost is estimated to include \$17.6 million of improvements included in the County Traffic Impact Mitigation (“TIM”) fee program and \$20.5 million of improvement and administrative costs to be financed by the Plan Area Fee. The majority of the Public Improvements required to deliver the Specific Plan are transportation related. These estimates do not include the cost of in-tract and other subdivision-specific improvements. Refer to **Appendix A** for the cost estimates relating to the Capital Improvement Program.



## Table 2 – Capital Improvement Program

Table 2

Bass Lake Hills - TIM & Updated Public Facilities Finance Plan  
Capital Improvement Program Cost Summary

12/9/2020

Proj #	Item	Description	Segment	Cost
<b>Major Roadways (TIM Improvements)</b>				
T1	Bass Lake Road/Country Club (1)	Includes realignment w Bike Trail (L)	B-H/H-I & L	\$ 11,778,417
T2	Country Club (2)		H-G	\$ 853,740
T3	Country Club		G-N	\$ 3,492,327
T4	Hwy 50/Bass Lake Interchange (3)	Off-ramp Signal/Lane Capacity	E/B Off-ramp	\$ 240,000
T6	Traffic Signal (4)(i)	Bass Lake Road/Country Club	H	\$ 404,005
T7	Traffic Signal (i)	Bass Lake Road/Hollow Oak	F	\$ 404,005
T8	Traffic Signal (i)	Bass Lake Road/Silver Dove	C	\$ 396,005
<b>Major Roadway Subtotal</b>				<b>\$ 17,568,500</b>
DUE (v)				1,359
Cost/DUE				<b>\$ 12,928</b>
<b>Bass Lake Hills PFFP Transportation Improvements</b>				
<b>Roadways</b>				
P10	Hollow Oak Road Extension		E-F	\$ 670,325
P11	Morrison Road (1)		J-I	\$ 3,680,984
P12	Silver Dove Way		Q-E	\$ 921,418
P13	Silver Dove Way		G-Q	\$ 1,296,796
P14	Silver Dove Way		E-D	\$ 2,350,815
P15	Silver Dove Way	Extension	C-O	\$ 360,153
P16	North Silver Dove Way (1)		C-D	\$ 2,455,978
<b>Roadway Subtotal</b>				<b>\$ 11,736,470</b>
<b>Bass Lake Road Enhancements (iii)</b>				
P20	Bass Lake Road Overlay (1)	Country Club - Hollow Oak	H-F	\$ 163,977
P21	Bikeway	Hwy 50 - Country Club	B-H	\$ 623,638
P22	Bikeway	Country Club - Hollow Oak	H-F	\$ 384,159
P23	Country Club Class I Bike Trail (ii)		H-G, G-N	\$ 763,981
P25	Sidewalk	Hwy 50 - Country Club	B-H	\$ 168,873
P26	Sidewalk	Country Club - Hollow Oak	H-F	\$ 361,079
P29	Median	Hwy 50 - Country Club	B-H	\$ 118,601
P30	Median	Country Club - Hollow Oak	H-F	\$ 135,015
P31	Median	Hollow Oak - Hawk View	F-C	\$ 266,860
P32	Median	Hawk View - BLHSP Boundary	C-AA	\$ 280,214
<b>Bass Lake Road Enhancements Subtotal</b>				<b>\$ 3,266,397</b>
<b>Ancillary Facilities</b>				
P40	Park & Ride (5)	100 Vehicle finished/200 spaces graded		\$ 1,743,549
<b>Ancillary Facilities Subtotal</b>				<b>\$ 1,743,549</b>
<b>Bass Lake Hills Transportation Total</b>				<b>\$ 16,746,416</b>
Administration (iv) 4%				\$ 669,857
<b>Bass Lake Hills Transportation PFFP Total</b>				<b>\$ 17,416,273</b>
DUE (v)				\$ 1,359
<b>PFFP Transportation Cost/DUE</b>				<b>\$ 12,816</b>

## Table 2 – Capital Improvement Program (cont)

Table 2, continued

Bass Lake Hills - TIM & Updated Public Facilities Finance Plan  
Capital Improvement Program Cost Summary

12/9/2020

Proj #	Item	Description	Segment	Cost
<b>Bass Lake Hills Sewer Improvements (Western Shed) (vi)</b>				
S51	Sewer (vii)	Village C2 to Plan Area		\$ 2,727,117
S52	Utility Easement (6)(viii)	Silver Dove to/thru Serrano	Offsite	\$ 200,000
<b>Bass Lake Hills Sewer Total</b>				<b>\$ 2,927,117</b>
Administration (iv)				4% \$ 117,085
<b>Bass Lake Hills Sewer PFFP Total</b>				<b>\$ 3,044,202</b>
DUE (Shed 1) (ix)				1,043
<b>PFFP Sewer (Shed 1) Cost/DUE</b>				<b>\$ 2,919</b>
<b>Bass Lake Hills Water Improvements</b>				
W60	Water		F-E-Q	\$ 889,935
<b>Bass Lake Hills Water Total</b>				<b>\$ 889,935</b>
Administration (iv)				4% \$ 35,597
<b>Bass Lake Hills Water PFFP Total</b>				<b>\$ 925,532</b>
DUE (v)				1,359
<b>Cost/DUE</b>				<b>\$ 681</b>
<b>Bass Lake Hills Cost Estimates (Less Administration)</b>				<b>\$ 38,131,968</b>

BASS LAKE HILLS PLAN AREA FEE TOTAL			
	Western Shed Area	Eastern Shed Area	
Transportation	\$ 12,816	\$ 12,816	
Sewer	\$ 2,919		
Water	\$ 681	\$ 681	
<b>Total</b>	<b>\$ 16,415</b>	<b>\$ 13,497</b>	

## Table 2 – Capital Improvement Program (cont)

Table 2, continued

Bass Lake Hills - TIM & Updated Public Facilities Finance Plan  
Capital Improvement Program Cost Summary

12/9/2020

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### Phase 1 Improvement Notes:

Phase 1 improvements will be constructed or addressed by the Hawk View, Bell Woods and/or Bell Ranch projects.

- (1) Phase 1A designs/constructs improvement and receives fee credits; P20 = Phase 1 constructs or pays Co to construct per PFFP update cost and Section 3.2.4 of the 9/19/17 Hawk View Development Agreement.
- (2) Phase 1A provides design only and receives fee credits for design costs; No Phase 1 improvement contraction.
- (3) Phase 1A provides design and funding for County to construct improvement per Section 3.2.5 of the 9/19/17 Hawk View Development Agreement; Phase 1 receives fee credits for design and construction funding
- (4) Phase 1A designs/constructs improvement and receives fee credits.
- (5) Phase 1A improvement (partial); Phase 1A designs, grades site and installs erosion control; Phase 1 receives fee credits for constructing portion of full improvement
- (6) Phase 1A funds easement right of way acquisition and receives fee credits
- (1 & 4) Phase 1 improvement costs based on actual construction costs; other improvement costs based on engineers estimates.

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### General Notes:

- (i) TIM Program provides approximately \$89.3MM in funding for traffic signals, operational and safety improvements
- (ii) Class I Bike trail (H-I) included in old/remaining CC Drive; L & B connection to ex. included in T1
- (iii) Some Bass Lake Rd Bikeways and Sidewalks previously built (F-A & A-AA); Not included in BLH PFFP update
- (iv) Per 2004 BLH PFFP
- (v) Per PFFP Table 1 - DFA BLH Dwelling Unit Equivalent Analysis
- (vi) Only units within Western Shed pay BLH Sewer Improvements PFFP Fees; Eastern Sewer Shed 2 units only pay applicable EID capacity charges; See (ix) below - DFA Sewer Shed DUE Analysis
- (vii) The builder of the off-site sewer line portion in Village C2 may be eligible to receive proportional reimbursement from EID, Developer and/or Serrano through new Improvement Agreement
- (viii) Easement right of way (for Western Hawk View sewer) to be included in new Improvement Agreement w/ EID and/or Serrano, as applicable
- (ix) Per 4/19/18 DFA Sewer Shed DUE Analysis/email

## Description of Public Improvements

Cost estimates and associated Public Improvement engineering information is provided in the attached **Appendix A**, the Capital Improvement Program. The cost estimates were provided by CTA, with Phase 1 improvements being updated based on actual unit pricing from construction contracts. A general description of the Public Improvements, including backbone infrastructure and public facilities in the Capital Improvement Program, follows:

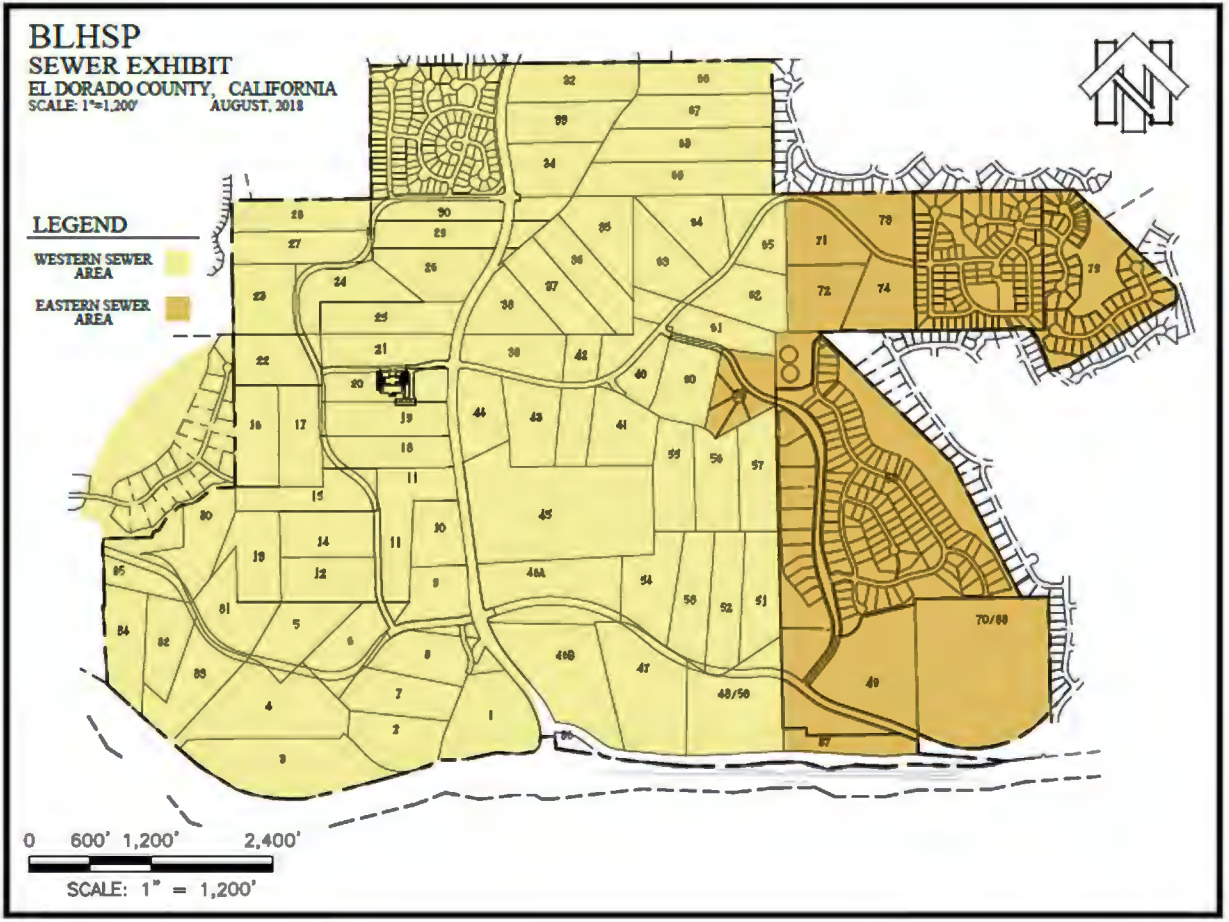
### Backbone Infrastructure

1. **Transportation Improvements:** The transportation improvements include roadways, interchanges, traffic signals, bikeways, sidewalks, medians and a Park and Ride lot located at southwest corner of the intersection of Old Bass Lake Road and Country Club Drive. The transportation improvements include softs costs, such as right of way acquisition, engineering and permitting agency fees and charges. Transportation service levels are based on County standards and achieved by constructing the required roadway sections that vary between two and four travel lanes. Total transportation improvement costs are estimated at \$34.3 million. The transportation improvements will be funded as part of the TIM fee program (\$17.6 million) and the Plan Area Fee program (\$16.7 million).
2. **Storm Drainage:** The Specific Plan area includes project-specific storm drainage improvements to modify peak flows such that they do not exceed pre-development flows. Storm drain improvements will include collection pipes and inlets. The storm drain facilities associated with transportation improvements will be constructed with the roadways. Therefore, storm drain costs are included in the transportation improvement cost estimates indicated above. All other drainage

improvements provide individual subdivision-level benefit and are therefore not included in the Plan Area Fee.

3. **Water:** Adequate water supply, treatment and transmission improvements will be provided for at each stage of development within the Specific Plan area. To the extent subdivision development requires construction of water lines that benefit other properties, the builder of those lines may enter into a reimbursement agreement with the El Dorado Irrigation District (“EID”). One major water infrastructure improvement is included in the Plan Area. This facility includes eight to 24-inch pipes connecting water to the Bass Lake Hills school site from the existing water distribution network located at Hollow Oak Road and Bass Lake Road. Total water costs for the line to be constructed in Hollow Oak west of Bass Lake Road (Segment E-F) and Silver Dove Way south of Hollow Oak (Segment E-Q), including right-of-way and engineering, are estimated at \$890,000. To the extent subdivision development requires construction of water lines that are not contemplated in this Finance Plan but that benefit other properties, the builder of those lines may be eligible to enter into a reimbursement agreement with EID to collect reimbursement from developers benefitting from such water facilities.
  
4. **Sewer:** The Specific Plan area is bifurcated into western and eastern sewer sheds as illustrated in Figure 2. The western sewer shed flows into the South Upland Sewer Line which flows to the El Dorado Hills Wastewater Treatment Plant. The western shed comprises about three-quarters of the Specific Plan area and will directly benefit from the utility easement extending west of the Specific Plan area and the main sewer line extending west through Serrano Village C-2 that will connect the Specific Plan to the South Uplands Sewer Line in the Finance Plan. Sewer infrastructure for the western sewer shed will provide sewer services to the Specific Plan and includes providing an eight to 12-inch sewer line. Total sewer costs for the western shed area are estimated at \$2.9 million. The eastern sewer shed area will connect to the existing sewer system located in the Southeast portion of the Specific Plan adjacent to the Cameron Park area that runs to the Deer Creek Wastewater Treatment Plant. The eastern sewer shed will be exempt from paying the sewer component of the Plan Area Fee because it will not be connecting to the sewer line that will run west of the Specific Plan area. To the extent subdivision development requires construction of sewer lines that are not contemplated in this Finance Plan but that benefit other properties, the builder of those lines may be eligible to enter into a reimbursement agreement with EID to collect reimbursement from developers benefitting from such sewer facilities.

Figure 2 – Sewer Sheds



## Public Facilities

1. **Parks, Open Space & Trails** - In addition to an extensive network of open space acreage, the Specific Plan includes parks and trails that will be for private and public use. The park facilities will be constructed by the El Dorado Hills Community Services District (“EDHCSD”) or at its direction based on the demand for such facilities and the availability of park development fees. Some park facilities will be constructed by developers as part of individual subdivision development in subsequent years. Such turn-key park construction will receive park fee credit as part of park development agreements negotiated between developers and EDHCSD. Park land will be dedicated to the EDHCSD or Quimby fees will be paid with the filing of each Final Map. Open space may be dedicated as required per project-specific conditions of approval and/or wetlands mitigation programs. Open Space may also remain private, owned by subdivision home owners associations or owned by a public entity. Open space that is dedicated to EDHCSD or another public entity such as the Cameron Park Community Service District is eligible for park fee credit as part of a park development agreement. No park, trail or open space funding is included in the Plan Area Fee.
  
2. **Public Safety** – Except as described below, the El Dorado Hills Fire Department will provide public safety services and facilities to nearly the entire Specific Plan pursuant to payment of public safety impact fees. The Cameron Park Fire District will provide public safety to the Bell Woods project in the Specific Plan area. The combination of impact fees and the previous dedication of the El Dorado Hills Community Services District fire station site will mitigate the Specific Plan’s fair share of public safety facilities.
  
3. **Schools** - The Specific Plan area includes two school sites. One site was previously acquired and dedicated to the Buckeye Union Elementary School District. The other site was acquired by the Rescue Elementary School District and is located on the east side of Bass Lake Hills Road at the north end of the Plan Area. Individual subdivisions within the Specific Plan will pay school fees to the Buckeye Union Elementary School District or Rescue Elementary School District, as well as the El Dorado Unified High School District to mitigate for the Specific Plan area’s impact on schools.

## III. FUNDING STRATEGIES & FINANCING MECHANISMS

A number of strategic and sound mechanisms may be used to fund Public Improvements required for the Specific Plan. An efficient use of various funding mechanisms will assist to alleviate the significant upfront impacts of infrastructure burdens, (e.g. reimbursements or fee credits).

This section describes the key features of the funding mechanisms anticipated to be implemented by the Specific Plan for financing the Public Improvements. The mechanisms discussed in this section include:

- Formation of land secured financing districts
- Development impact fees
- Use of a plan area fee program
- Credit and reimbursement agreements

The following describes the types of funding sources:

## 1. Land Secured Financing

Land secured financing for public facilities generally involve Assessment Districts (“AD”) or Community Facility Districts (“CFD”). Additionally, the County participates in the Statewide Community Infrastructure Program (“SCIP”) which is administered by the California Statewide Communities Development Authority (“CSCDA”). Given the flexibility that would be required to meet the unique needs within the Specific Plan for a specific project, CFD financing would likely be the selected form of land secured financing, although AD’s, SCIP or other financing programs such as Bond Opportunities for Land Development (“BOLD”) remain an alternative mechanism.

The Mello Roos Community Facilities District Act of 1982 (“Act”) established a means to finance certain public facilities through the sale of CFD bonds. A Mello Roos tax can be used to finance the purchase, construction, expansion, improvement or rehabilitation of real property with a useful life of five years or more, consistent with County financing policies and allows the County to enter into a Joint Community Facilities Agreement for the financing of other agency, such as EID, improvements. Mello Roos proceeds can also be used to pay impact fees and a special tax can be established to fund the operation and maintenance of public improvements and services.

SCIP is a financing program that enables developers to pay most impact fees and finance public improvements through an acquisition agreement that qualify under the 1913/1915 Act (excluding school fees) via tax-exempt bond issuance proceeds. This highly versatile program has been molded to the needs of each local agency participant of SCIP. As most local agencies require developers to pay impact fees prior to obtaining a permit, SCIP can be used to directly prepay these fees or, alternatively, to reimburse the developer after fee payment. The program can be used to enable developers to pay for, or be reimbursed for, all eligible impact fees or for a single impact fee.

A preliminary CFD bond capacity analysis has been prepared for the Specific Plan and is attached as **Appendix B**. The CFD analysis is based on the anticipated Specific Plan product type, including unit count, unit price and home size and includes existing and anticipated taxes and assessments. The CFD analysis is consistent with the requirements identified in the Act and local policies.

The Act and local area financing policies have determined a maximum burden guideline of 2.0% of the estimated assessed value of the home. Typically a residential unit with an overall tax rate of less than 2.0% is considered feasible. Assuming existing market conditions, current ad valorem taxes and future ad valorem and special taxes the attached CFD analysis estimates a gross bond amount of \$40.6 million to \$51.3 million and a proceeds amount of \$33.3 million to \$40.8 million based on a total tax rate of approximately 1.55%. (See **Appendix B** for details.) The CFD may be structured to allow special tax revenue to finance Public Improvements on a pay-as-you-go basis. The funding of Public Improvements with CFD special taxes would be in addition to any bonds. The above referenced proceeds are estimates and the actual amount of the CFD bond financing for Public Improvements within the Specific Plan will be determined at a later date consistent with County financing policy guidelines, market constraint and an individual project’s business plan. As an alternative to a CFD, SCIP financing may be pursued to provide funding for Public Improvements and impact fees.

## 2. Development Impact Fees

Development impact fees may be used to finance regional or County-wide facilities. These fees are used to pay for the allocable costs of public facilities associated with new development. Fees are typically paid when building permits are issued. Fees are charged to fund traffic mitigation measures (i.e. streets, traffic signals, bridges, bikeways and sidewalks), water and sewer facilities, and public

buildings including schools, police and fire facilities. If public facilities fall within an agency's development impact fee program, a developer that installs or constructs Public Improvements will be eligible for credit or reimbursement against such fee obligation. The Specific Plan will be subject to the following fee programs:

### **County Fee Programs**

- El Dorado County TIM Fee program
- County Rare Plant Fee
- Bass Lake Hills Plan Area Fee

### **Other Fee Programs**

- EID Facility Capacity Charge - Water Fee
- EID Facility Capacity Charge - Wastewater Fee
- El Dorado Hills Fire Department Fee
- Cameron Park CSD Fire Department Fee
- EDH CSD Park Development Fee
- Cameron Park CSD Park Fee
- Buckeye Union School District
- Rescue Union School District
- El Dorado Union High School District

Attached, Table 5 outlines the estimated development impact fee obligation for the Specific Plan. The development impact fees listed in Table 5 represent the average development impact fees for the respective land use categories. The Specific Plan may be required to participate in future development impact fee programs adopted by the County or respective local agency programs.

### **Credits and Reimbursements**

A developer who funds the construction of public improvements included in a fee program will be eligible for credit or reimbursement. The criteria for credit and reimbursement eligibility will be established by a credit and reimbursement agreement between the developer and County. The eligibility criteria within the credit and reimbursement agreement may include, but not be limited to, the following: (i) a developer pays or contributes more than is required to serve their project or mitigate actual impacts from the Specific Plan; (ii) a developer is required to advance the funding for or otherwise construct Public Improvements earlier than is required to serve the Specific Plan; or, (iii) to mitigate actual impacts from the Specific Plan. Specific terms of credit and reimbursement agreements will be subject to future negotiations between the developer, County and other applicable agencies. Developers that construct phase 1 roadway improvements identified in the Capital Improvement Program will receive credits against the applicable fee program for the full amount of construction costs and other costs for advance funding, designing and building the critical phase 1 improvements. To the extent credits exceed the amount of applicable fees the developer would pay, the developer may enter into a credit/reimbursement agreement with the County, which would describe the terms of reimbursement to the developer and the ability of the developer to assign the credits to other projects in the Specific Plan.



## IV. CONCLUSIONS & IMPLEMENTATION

This Finance Plan has been prepared to provide sufficient information to evaluate the public improvement and impact fee cost burden associated with developing the Specific Plan area. Like most large developments, the advancement of critical infrastructure and facilities will be delivered with the understanding that reimbursements will be available to assist with project feasibility. The feasibility of a project is evaluated by understanding the burden of infrastructure to specific land uses. The following sections and tables summarize this information.

### **Net Burden Analysis**

A Net Burden Analysis for the Specific Plan is provided in Table 6. The analysis below quantifies the average cost burden per residential unit. The amount of costs allocated to a residential land use should be equitable relative to benefit received by the respective land use. The analysis in Table 6 provides a summary of the average allocated burdens along with an estimation of fee program credits and reimbursements.

### **Feasibility Test**

Specific Plan feasibility is determined based on a variety of metrics that include the relationship between allocated cost burdens and land use pricing. Table 7 examines the Project's total one-time costs as a percentage of residential valuation. A comparison of costs to residential valuation is an accepted method of determining Project feasibility. This analysis takes into account all the allocated burdens along with the implementation of the financing mechanisms proposed for the PFFP. The costs have been allocated by using demand factors that equitably spread the burden to all land uses within the Specific Plan. Cost burdens, as a percentage of residential value, at 20% or lower are generally considered feasible. The residential land uses in the Specific Plan fall within this feasibility range.

Additional feasibility tests include measuring the amount of ad valorem property taxes and other special taxes/assessments against the sales price of a residential unit. The general assumption for this ratio is 2.0% of the sales price but the Sacramento region, including the County, has typically been around 1.8% to 2.0%. The Project has an estimated tax rate of approximately 1.55% and is shown in the analysis in **Appendix B**.

The Finance Plan is meant to assist the Developer in understanding the complex burdens associated with the Project. The information contained within the Finance Plan should be used by the Developer or potential merchant builders to maintain proper cost allocations and achieve Project feasibility.

### **Implementation**

Implementation of the PFFP will require application of various public financing vehicles and local agency fee programs. The implementation process shall include the following procedures and content:

- Establish administrative procedures and management plan
- Execution of individual property development agreements (to the extent necessary)
- Update the Bass Lake Hills Plan Area Fee Program, see nexus study attached as Appendix C.
- Formation of public financing districts, such as Community Facilities Districts (CFD) for infrastructure, including JCFAs with other agencies and ongoing maintenance and services

- Adopt local resolution(s) providing a means for collecting a PFFP preparation fee for non-participating beneficiaries

The PFFP may be updated or modified from time to time to reflect changes to development agreements, market conditions and financing mechanisms. Potential updates and modification include:

- Land Uses (level of residential)
- Public Improvement (annual inflation, actual costs, scope and size)
- Funding mechanisms (level of utilization or newly authorized)

**Table 3**  
**Bass Lake Hills Specific Plan**  
**Funding Sources Summary**  
**December 9, 2020**

Bass Lake Hills						
<u>Public Improvements</u>	<u>Development Cost</u>	<u>Funding Sources</u>				
	<u>Total</u>	<u>Fee Programs</u>			<u>Other (a)</u>	<u>Total</u>
		<u>County (b)</u>	<u>Other Agency</u>	<u>Plan Area Fee (b)</u>		
Major Roadways (TIM Improvements)	17,568,500	17,568,500				17,568,500
Roadways	11,736,470			11,736,470		11,736,470
Bass Lake Road Enhancements	3,266,397			3,266,397		3,266,397
Ancillary Facilities						
Park & Ride	1,743,549			1,743,549		1,743,549
Soft Costs	-			-		-
Sewer (c)	2,927,117			2,927,117		2,927,117
Water (d)	889,935			889,935		889,935
	<u>\$ 38,131,968</u>	<u>\$ 17,568,500</u>	<u>\$ -</u>	<u>\$ 20,563,468</u>	<u>\$ -</u>	<u>\$ 38,131,968</u>

(a) Other category may include but is not limited to prepaid fees, CFD, private financing or other funding mechanisms described in Section III of the finance plan.

(b) Costs do not include fee program administration.

(c) Sewer improvements detailed in Table 2. Includes sewer line Village C2 to Plan Area and sewer utility easement.

(d) Water improvements detailed in Table 2. Includes water line in Hollow Oak west of Bass Lake Road (Segment E-F) and Silver Dove Way south of Hollow Oak (Segment E-Q).

**Table 4**  
**Bass Lake Hills Specific Plan**  
**Finance Mechanism Matrix**  
**December 9, 2020**

	Land Secured Financing	Development Impact Fee	Plan Area Fee Program	Private Financing	Quimby Act & Park Reimbursement	Land Dedication
<b>Public Improvements</b>						
Major Roadways (TIM Improvements)	X	X				
Roadways	X		X			
Bass Lake Road Enhancements	X		X			
Ancillary Facilities	X		X			
Sewer	X		X			
Water	X		X			

**Table 5**  
**Bass Lake Hills Specific Plan**  
**Development Impact Fees (El Dorado Hills CSD)**  
**December 9, 2020**

Bass Lake Hills Specific Plan									
	SFR (Western Slope)			SFR (Eastern Slope)					
	Low Density	Medium Density	High Density	Low Density	Medium Density	High Density	Church		
<b>County Building Fees</b>									
Building Services	\$ 5,154	\$ 4,503	\$ 4,126	\$ 5,154	\$ 4,503	\$ 4,126	\$ 4,503		
General Plan Implementation Fee	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300		
California SMIP Fee (Earthquake)	\$ 55	\$ 48	\$ 44	\$ 55	\$ 48	\$ 44	\$ 48		
Green Fee	\$ 17	\$ 15	\$ 14	\$ 17	\$ 15	\$ 14	\$ 15		
Rare Plant Mitigation Fee	\$ 386	\$ 386	\$ 386	\$ 386	\$ 386	\$ 386	\$ 386		
CDA Tech Admin	\$ 162	\$ 140	\$ 128	\$ 162	\$ 140	\$ 128	\$ 140		
Surveyors Office Addressing Fee	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25		
<b>Subtotal - Building Fees</b>	<b>\$ 6,100</b>	<b>\$ 5,417</b>	<b>\$ 5,022</b>	<b>\$ 6,100</b>	<b>\$ 5,417</b>	<b>\$ 5,022</b>	<b>\$ 5,417</b>		
<b>County Development Fees</b>									
Department of Transportation (DOT)									
TIM Fees - Zone 8/Zone 2 (i)	\$ 29,384	\$ 29,384	\$ 29,384	\$ 19,906	\$ 19,906	\$ 19,906	\$ 19,906		
<b>Subtotal - County Impact Fees</b>	<b>\$ 29,384</b>	<b>\$ 29,384</b>	<b>\$ 29,384</b>	<b>\$ 19,906</b>	<b>\$ 19,906</b>	<b>\$ 19,906</b>	<b>\$ 19,906</b>		
<b>Bass Lake Hills Plan Area Fee/Unit</b>									
Transportation	\$ 12,323	\$ 12,323	\$ 12,323	\$ 12,323	\$ 12,323	\$ 12,323	\$ 12,323		
Sewer	\$ 2,806	\$ 2,806	\$ 2,806						
Water	\$ 655	\$ 655	\$ 655	\$ 655	\$ 655	\$ 655	\$ 655		
Admin (4.0%)	\$ 631	\$ 631	\$ 631	\$ 519	\$ 519	\$ 519	\$ 519		
<b>Subtotal Plan Area</b>	<b>\$ 16,415</b>	<b>\$ 16,415</b>	<b>\$ 16,415</b>	<b>\$ 13,497</b>	<b>\$ 13,497</b>	<b>\$ 13,497</b>	<b>\$ 13,497</b>		
<b>Subtotal County</b>	<b>\$ 51,899</b>	<b>\$ 51,216</b>	<b>\$ 50,822</b>	<b>\$ 39,502</b>	<b>\$ 38,819</b>	<b>\$ 38,425</b>	<b>\$ 38,819</b>		
<b>Other Agency Fees</b>									
El Dorado Hills CSD Park Fee (ii)	\$ 11,718	\$ 11,718	\$ 11,718	\$ 11,718	\$ 11,718	\$ 11,718	\$ 11,718		
El Dorado Hills Fire Department Fee	\$ 3,798	\$ 3,288	\$ 2,994	\$ 3,798	\$ 3,288	\$ 2,994	\$ 3,288		
EID Water Connection Fee & Meter Fee (iii)	\$ 21,126	\$ 21,126	\$ 21,126	\$ 21,126	\$ 21,126	\$ 21,126	\$ 21,126		
EID Sewer Connection Fee & Inspection Fee (iii)	\$ 14,532	\$ 14,532	\$ 14,532	\$ 14,532	\$ 14,532	\$ 14,532	\$ 14,532		
School District (EDH/Buckeye Union)(iv)	\$ 11,002	\$ 9,525	\$ 8,671	\$ 11,002	\$ 9,525	\$ 8,671	\$ 9,525		
School District (EDH/Rescue Union)(v)	\$ 11,395	\$ 9,865	\$ 8,981	\$ 11,395	\$ 9,865	\$ 8,981	\$ 9,865		
<b>Subtotal - Other Agency Impact Fees (Buckeye)</b>	<b>\$ 62,176</b>	<b>\$ 60,189</b>	<b>\$ 59,041</b>	<b>\$ 62,176</b>	<b>\$ 60,189</b>	<b>\$ 59,041</b>	<b>\$ 60,189</b>		
<b>Subtotal - Other Agency Impact Fees (Rescue)</b>	<b>\$ 62,569</b>	<b>\$ 60,529</b>	<b>\$ 59,351</b>	<b>\$ 62,569</b>	<b>\$ 60,529</b>	<b>\$ 59,351</b>	<b>\$ 60,529</b>		
<b>Total Development Impact Fees (Buckeye)</b>	<b>\$ 114,075</b>	<b>\$ 111,405</b>	<b>\$ 109,863</b>	<b>\$ 101,678</b>	<b>\$ 99,008</b>	<b>\$ 97,466</b>	<b>\$ 99,008</b>		
<b>Total Development Impact Fees (Rescue)</b>	<b>\$ 114,468</b>	<b>\$ 111,745</b>	<b>\$ 110,172</b>	<b>\$ 102,071</b>	<b>\$ 99,349</b>	<b>\$ 97,776</b>	<b>\$ 99,349</b>		

Footnotes:

- (i) Properties within the Plan Area fall within TIM Zones 2 or 8.
- (ii) Based on proposed fee of \$11,718 per updated nexus study.
- (iii) Assumes 3/4" meter size.
- (iv) Based on school fee amount of \$3.36/sf. Some projects may have entered into mitigation agreements.
- (v) Based on school fee amount of \$3.48/sf. Some projects may have entered into mitigation agreements.

**Table 5, continued**  
**Bass Lake Hills Specific Plan**  
**Development Impact Fees (Cameron Park CSD)**  
**December 9, 2020**

Bass Lake Hills Specific Plan				
	SFR (Eastern Slope)			
	Low Density	Medium Density	High Density	
<b>County Building Fees</b>				
Building Services	\$ 5,154	\$ 4,503	\$ 4,126	
General Plan Implementation Fee	\$ 300	\$ 300	\$ 300	
California SMIP Fee (Earthquake)	\$ 55	\$ 48	\$ 44	
Green Fee	\$ 17	\$ 15	\$ 14	
Rare Plant Mitigation Fee	\$ 386	\$ 386	\$ 386	
CDA Tech Admin	\$ 162	\$ 140	\$ 128	
Surveyors Office Addressing Fee	\$ 25	\$ 25	\$ 25	
<b>Subtotal - Building Fees</b>	<b>\$ 6,100</b>	<b>\$ 5,417</b>	<b>\$ 5,022</b>	
<b>County Development Fees</b>				
Department of Transportation (DOT)				
TIM Fees - Zone 2 (i)	\$ 19,906	\$ 19,906	\$ 19,906	
<b>Subtotal - County Impact Fees</b>	<b>\$ 19,906</b>	<b>\$ 19,906</b>	<b>\$ 19,906</b>	
<b>Bass Lake Hills Plan Area Fee</b>				
<b>Transportation</b>	\$ 12,323	\$ 12,323	\$ 12,323	
<b>Sewer</b>	\$ -	\$ -	\$ -	
<b>Water</b>	\$ 655	\$ 655	\$ 655	
<b>Admin (4.0%)</b>	\$ 519	\$ 519	\$ 519	
<b>Subtotal Plan Area</b>	<b>\$ 13,497</b>	<b>\$ 13,497</b>	<b>\$ 13,497</b>	
<b>Subtotal County</b>	<b>\$ 39,502</b>	<b>\$ 38,819</b>	<b>\$ 38,425</b>	
<b>Other Agency Fees</b>				
Cameron Park CSD (ii)	\$ 6,504	\$ 6,504	\$ 6,504	
El Dorado Hills Fire Department Fee	\$ 3,798	\$ 3,288	\$ 2,994	
EID Water Connection Fee & Meter Fee (iii)	\$ 21,126	\$ 21,126	\$ 21,126	
EID Sewer Connection Fee & Inspection Fee(iii)	\$ 14,532	\$ 14,532	\$ 14,532	
School District (EDH/Buckeye Union)(iv)	\$ 11,002	\$ 9,525	\$ 8,671	
<b>Subtotal - Other Agency Impact Fees (Buckeye)</b>	<b>\$ 56,962</b>	<b>\$ 54,975</b>	<b>\$ 53,827</b>	
<b>Total Development Impact Fees (Buckeye)</b>	<b>\$ 96,464</b>	<b>\$ 93,794</b>	<b>\$ 92,252</b>	

Footnotes:

- (i) Properties within the Plan Area fall within TIM Zones 2 or 8.
- (ii) Based on fee shown in 2015 Nexus Study. Confirming current rate with district.
- (iii) Assumes 3/4" meter size.
- (iv) Based on school fee amount of \$3.36/sf. Some projects may have entered into mitigation agreements.

**Table 6**  
**Bass Lake Hills Specific Plan**  
**Net Burden Analysis (El Dorado CSD)**  
**December 9, 2020**

Bass Lake Hills Specific Plan	Residential (Per Unit) -Western Slope			Residential (Per Unit) - Eastern Slope			
	Low Density	Medium Density	High Density	Low Density	Medium Density	High Density	Church
<b>Public Improvements &amp; Fees</b>							
<b>Public Improvements</b>							
Major Roadways (TIM Improvements)	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928
Roadways	\$ 8,636	\$ 8,636	\$ 8,636	\$ 8,636	\$ 8,636	\$ 8,636	\$ 8,636
Bass Lake Road Enhancements	\$ 2,404	\$ 2,404	\$ 2,404	\$ 2,404	\$ 2,404	\$ 2,404	\$ 2,404
Ancillary Facilities							
Park & Ride	\$ 1,283	\$ 1,283	\$ 1,283	\$ 1,283	\$ 1,283	\$ 1,283	\$ 1,283
Sewer (a)	\$ 2,806	\$ 2,806	\$ 2,806				
Water (b)	\$ 655	\$ 655	\$ 655	\$ 655	\$ 655	\$ 655	\$ 655
<b>Total Public Improvements Costs</b>	\$ 28,711	\$ 28,711	\$ 28,711	\$ 25,905	\$ 25,905	\$ 25,905	\$ 25,905
<b>Development Fees</b>							
Building Fees	\$ 6,100	\$ 5,417	\$ 5,022	\$ 6,100	\$ 5,417	\$ 5,022	\$ 5,417
Impact Fees - County	45,799	45,799	45,799	33,403	33,403	33,403	33,403
Impact Fees - Other Agencies (c)	62,176	60,189	59,041	62,176	60,189	59,041	60,189
<b>Total Fees</b>	\$ 114,075	\$ 111,405	\$ 109,863	\$ 101,678	\$ 99,008	\$ 97,466	\$ 99,008
<b>Total Public Improvements &amp; Fees (1)</b>	\$ 142,787	\$ 140,117	\$ 138,574	\$ 127,583	\$ 124,913	\$ 123,371	\$ 124,913
<b>Fee Credits</b>							
County Development Fees	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928
Bass Lake Hills Plan Area Fee (d)	\$ 15,784	\$ 15,784	\$ 15,784	\$ 12,977	\$ 12,977	\$ 12,977	\$ 12,977
Other Agency Fees							
<b>Total Fee Credits</b>	\$ 28,711	\$ 28,711	\$ 28,711	\$ 25,905	\$ 25,905	\$ 25,905	\$ 25,905
<b>Other Reimbursements</b>							
CFD or SCIP Bond Proceeds	\$ 30,755	\$ 25,629	\$ 20,503	\$ 30,755	\$ 25,629	\$ 20,503	\$ 25,629
CFD Pay-As-You-Go							
Other Reimbursements							
<b>Total Other Reimbursements</b>	\$ 30,755	\$ 25,629	\$ 20,503	\$ 30,755	\$ 25,629	\$ 20,503	\$ 25,629
<b>Total Fee Credits &amp; Reimbursements (2)</b>	\$ 59,466	\$ 54,340	\$ 49,214	\$ 56,660	\$ 51,534	\$ 46,408	\$ 51,534
<b>Net Burden Analysis* (3)</b>	\$ 83,321	\$ 85,776	\$ 89,360	\$ 70,924	\$ 73,380	\$ 76,963	\$ 73,380

\* Net One Time Infrastructure Burden (3) = Total Infrastructure & Fees (1) minus Total Fee Credits & Reimbursements (2).

- (a) Sewer improvements and calculation detailed in Table 2. Includes sewer line Village C2 to Plan Area and sewer utility easement.
- (b) Water improvements and calculation detailed in Table 2. Includes water line in Hollow Oak west of Bass Lake Road (Segment E-F)
- (c) Based on projects within EDHCSD and Buckeye USD.
- (d) Fee credit does not include admin.

**Table 7**  
**Bass Lake Hills Specific Plan**  
**Finance Plan Feasibility (El Dorado CSD)**  
**December 9, 2020**

Bass Lake Hills Specific Plan	Residential (Per Unit) - Western Slope			Residential (Per Unit) - Eastern Slope			
	Residential (Per Unit)			Residential (Per Unit)			
Cost Category	Low Density	Medium Density	High Density	Low Density	Medium Density	High Density	Church
Public Improvements	\$ 28,711	\$ 28,711	\$ 28,711	\$ 25,905	\$ 25,905	\$ 25,905	\$ 25,905
Fees (i)	\$ 114,075	\$ 111,405	\$ 109,863	\$ 101,678	\$ 99,008	\$ 97,466	\$ 99,008
Total Public Improvements & Fees	\$ 142,787	\$ 140,117	\$ 138,574	\$ 127,583	\$ 124,913	\$ 123,371	\$ 124,913
<b>Fee Credits/Reimbursements</b>							
Fee Credits							
County Development Fees	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928	\$ 12,928
Bass Lake Hills Plan Area Fee (ii)	\$ 15,784	\$ 15,784	\$ 15,784	\$ 12,977	\$ 12,977	\$ 12,977	\$ 12,977
Other Agency Fees							
Subtotal -	\$ 28,711	\$ 28,711	\$ 28,711	\$ 25,905	\$ 25,905	\$ 25,905	\$ 25,905
Other Reimbursements							
CFD or SCIP Bond Proceeds	\$ 30,755	\$ 25,629	\$ 20,503	\$ 30,755	\$ 25,629	\$ 20,503	\$ 25,629
CFD Pay-As-You-Go							
Other Reimbursements							
Subtotal -	\$ 30,755	\$ 25,629	\$ 20,503	\$ 30,755	\$ 25,629	\$ 20,503	\$ 25,629
<b>Net Bass Lake Hills Cost Obligation</b>	<b>\$ 83,321</b>	<b>\$ 85,776</b>	<b>\$ 89,360</b>	<b>\$ 70,924</b>	<b>\$ 73,380</b>	<b>\$ 76,963</b>	<b>\$ 73,380</b>
Estimated Value	\$ 800,000	\$ 700,000	\$ 600,000	\$ 800,000	\$ 700,000	\$ 600,000	\$ 700,000
Net Burden as % of Unit Value	10%	12%	15%	9%	10%	13%	10%
Fees as % of Unit Value	14%	16%	18%	13%	14%	16%	14%

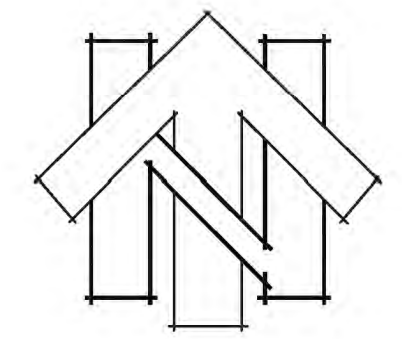
(i) Based on projects within EDHCS and Buckeye USD.

(ii) Fee credit does not include admin.

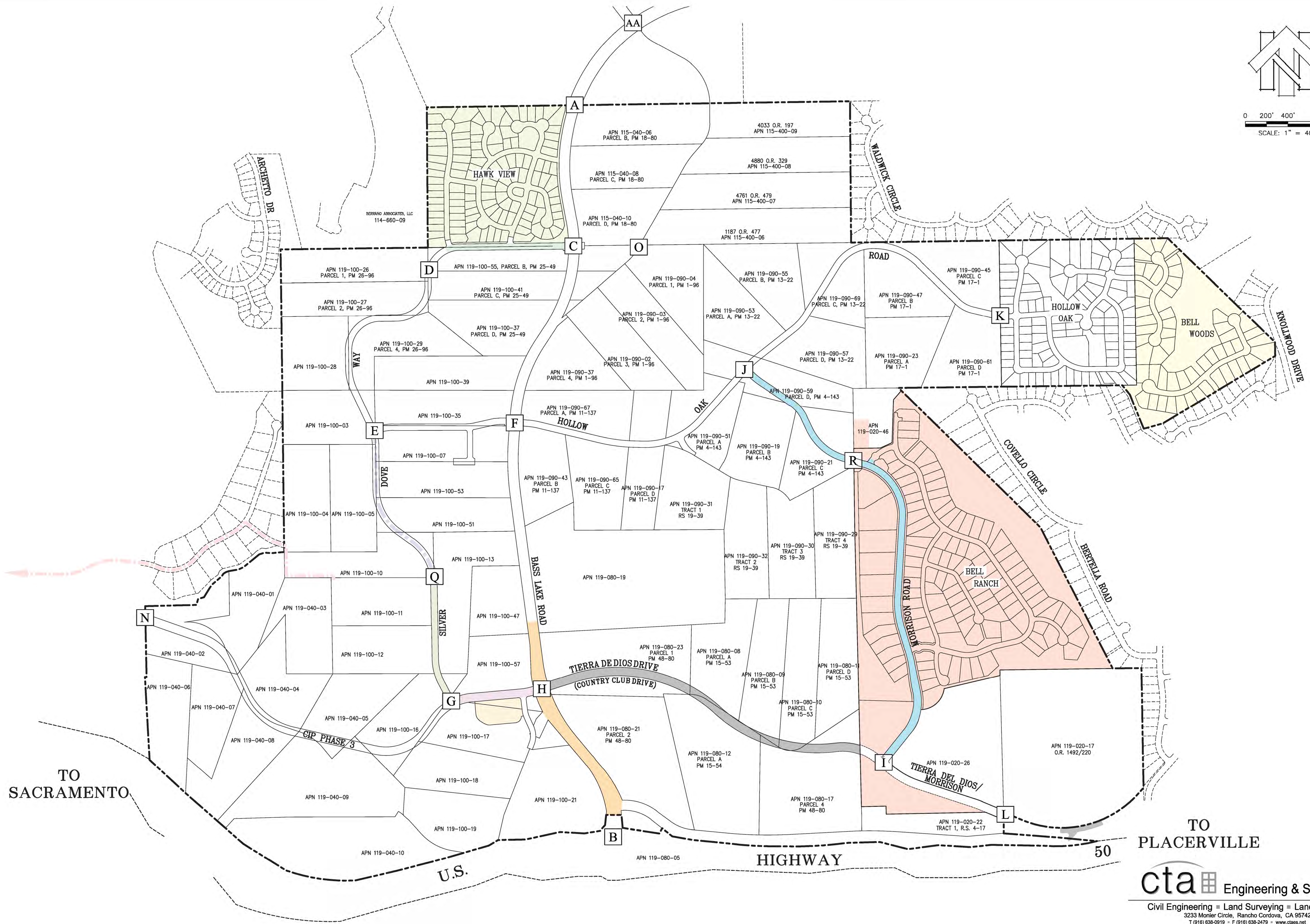


**APPENDIX A**

**CAPITAL IMPROVEMENT PROGRAM**



0 200' 400' 800'  
SCALE: 1" = 400'



TO  
SACRAMENTO

TO  
PLACERVILLE

**cta** Engineering & Surveying  
Civil Engineering ■ Land Surveying ■ Land Planning  
3233 Monier Circle, Rancho Cordova, CA 95742  
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**T1 - Bass Lake Road Reconstruction and Country Club Drive Extension  
B to H, H to I, and L**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clear & Grub	14.5	ac	\$27,500.00	\$398,750
2	Roadway Excavation	67,000	cy	\$25.00	\$1,675,000
3	Extra for haul to spoil area CCDR G to H, Park & Ride, & L	24,400	cy	\$12.00	\$292,800
4	Dust Control	17	ac	\$1,000.00	\$17,000
5	Remove Culvert	3	ea	\$1,500.00	\$4,500
6	Reset Mailbox	1	ea	\$750.00	\$750
7	Remove Roadside Sign	7	ea	\$150.00	\$1,050
8	Remove and Replace Roadside Signs	6	ea	\$500.00	\$3,000
9	Obliterate Surfacing	12,900	sy	\$13.50	\$174,150
10	1.5" Grind and Overlay Existing Pavement	900	sy	\$2.50	\$2,250
11	2.5" AC	1,650	sf	\$3.54	\$5,844
12	3" AC	45,100	sf	\$4.35	\$196,185
13	4.5" AC	266,550	sf	\$5.25	\$1,399,388
14	6" AB	1,650	sf	\$3.85	\$6,353
15	8" AB	45,100	sf	\$4.00	\$180,400
16	10" AB	140,650	sf	\$4.94	\$694,811
17	13" AB	125,900	sf	\$6.42	\$808,278
18	AC Dike	4,465	lf	\$10.00	\$44,650
19	Sidewalk	1,675	sf	\$9.25	\$15,494
20	Type 2 Curb and Gutter	280	lf	\$40.00	\$11,200
21	Install Roadside Sign (Galvanized Steel Post)	23	ea	\$475.00	\$10,925
22	Bollards	4	ea	\$900.00	\$3,600
23	Traffic Control System	1	ls	\$250,000.00	\$250,000
24	4'x7' Box Culvert Crossing (Incl. headwalls and railings)	165	lf	\$800.00	\$132,000
25	18" Storm Drain	1,795	lf	\$150.00	\$269,250
26	18" FES	3	ea	\$2,500.00	\$7,500
27	Std 48" Drain Manhole	1	ea	\$10,900.00	\$10,900
28	Drain Inlet	6	ea	\$6,100.00	\$36,600
29	OMPI	5	ea	\$4,400.00	\$22,000
30	Grated Inlet	2	ea	\$4,400.00	\$8,800
31	Rock Lined Ditch	270	lf	\$61.00	\$16,470
32	Fabric Lined Ditch	2100	lf	\$10.50	\$22,050
33	Fabric Lined Roadside Ditch-II	3000	lf	\$18.50	\$55,500
34	Interceptor Ditch Type 1-III	1400	lf	\$50.00	\$70,000
35	Interceptor Ditch Type 2	540	lf	\$90.00	\$48,600
36	TV Storm Drain	1795	lf	\$2.35	\$4,218
37	Rock Outfall/Slope Protection	1,800	sf	\$9.35	\$16,830
38	Extra for Handicap Ramp	5	ea	\$1,900.00	\$9,500
39	Fence (Type BW, 5 Strand, Metal Post)	9,200	lf	\$20.00	\$184,000
40	Thermoplastic Traffic Stripe	26,000	lf	\$1.25	\$32,500
41	Reflective Pavement Markers	180	ea	\$10.00	\$1,800
42	Pavement Markings	435	sf	\$8.61	\$3,745
43	Sidewalk Barriade	10	ea	\$1,500.00	\$15,000

**T1 - Bass Lake Road Reconstruction and Country Club Drive Extension  
B to H, H to I, and L**

44	Irrigation Sleeves	925	lf	\$25.00	\$23,125
45	Oak Mitigation (Tree Replacement)	2	ea	\$240.00	\$480
46	Remove Ex. Barricade	1	ea	\$400.00	\$400
47	Remove Ex. AC Dike	620	lf	\$1.00	\$620
48	Adjust water valve box to grade	3	ea	\$600.00	\$1,800
49	Adjust sewer manhole to grade	2	ea	\$1,800.00	\$3,600
50	Street Light	2	ea	\$7,000.00	\$14,000
51	Utility Pole Relocation	7	ea	\$15,000.00	\$105,000
52	Service to Street Lights	1	ls	\$9,000.00	\$9,000
53	AT&T RT Station Relocation (if applicable)	1	ls	\$400,000.00	\$400,000
<b>Estimated Direct Construction Cost</b>					<b>\$7,721,665</b>
1	Mobilization	3%			\$231,649.95
2	SWPPP Compliance	3%			\$231,649.95
3	Erosion Control Measures	5%			\$386,083.26
<b>Total Estimated Direct Construction Cost</b>					<b>\$8,571,048</b>
1	Engineering	10%			\$857,104.83
2	Construction Staking	4%			\$342,841.93
3	Dry Utility Design	1.5%			\$128,566
4	Bond Enforcement	1.5%			\$128,566
5	Inspection	4.0%			\$342,842
6	Construction Management	4.0%			\$342,842
7	Contingency	10.0%			\$857,105
<b>Total Soft Cos</b>					<b>\$2,999,867</b>
<b>Total Estimated Cost</b>					<b>\$11,570,915</b>

**NOTES:**

Assumes accommodation of immediate vicinity driveways by alternate means of access to Country Club Drive and Tong Road.

Street lighting at Bass Lake Road/Country Club Drive is included in a separate estimate.

Soft costs have been set at 25% combined cost. Actual costs may vary, especially resulting from multiple plan sets prepared over the life of the project.

Unit costs based on 4/12/18 North Silver Dove Marquez Pipeline, Inc. bid

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable.

Median Landscaping and Frontage Improvements (meandering walk, bike trail, and landscaping)

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

T2 - Country Club Drive

H to G

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Clear and Grub	1.8	ac	\$2,000.00	\$3,600
2	Roadway Excavation	6,100	cy	\$20.00	\$122,000
3	Add for Export	6,100	cy	\$8.00	\$48,800
4	Dust Control	2	ac	\$1,000.00	\$2,000
5	Obliterate Surfacing	1,020	sy	\$7.50	\$7,650
6	3.5" A.C.	44,400	sf	\$2.50	\$111,000
7	8" A.B.	44,400	sf	\$2.15	\$95,460
8	AC Dike	950	lf	\$7.00	\$6,650
9	Street Barricade	2	ea	\$2,000.00	\$4,000
10	Pavement Markings	18	sf	\$1.65	\$30
11	12" Storm Drain	60	lf	\$110.00	\$6,600
12	18" Storm Drain	480	lf	\$120.00	\$57,600
13	18" FES	1	ea	\$400.00	\$400
14	Fabric Lined Ditch	475	lf	\$9.75	\$4,631
15	Rock Lined Ditch	170	lf	\$22.50	\$3,825
16	Drain Inlet	4	ea	\$5,400.00	\$21,600
17	TV Storm Drain	540	lf	\$2.35	\$1,269
18	Utility Pole Relocation	2	ea	\$15,000.00	\$30,000
19	Service to Street Light	1	ea	\$2,500.00	\$2,500
20	Street Light	1	ea	\$7,000.00	\$7,000
21	Install Roadside Sign (Galvanized Steel Post)	3	ea	\$400.00	\$1,200
22	Reflective Pavement Markers	90	ea	\$10.00	\$900
23	Fence (Type BW, 5 Strand, Metal Post)	1,750	lf	\$16.00	\$28,000
24	Thermoplastic Traffic Stripe	3,350	lf	\$0.90	\$3,015
<b>Estimated Direct Construction Cost</b>					<b>\$569,730</b>
1	Mobilization	3%			\$17,091.90
2	SWPPP Compliance	3%			\$17,091.90
3	Erosion Control Measures	5%			\$28,486.50
<b>Total Estimated Direct Construction Cost</b>					<b>\$632,400</b>
1	Engineering	10%			\$63,240.02
2	Dry Utility Design	1.5%			\$9,486.00
3	Construction Staking	4%			\$25,296.01
4	Bond Enforcement	1.5%			\$9,486.00
5	Inspection	4%			\$25,296.01
6	Construction Management	4%			\$25,296.01
7	Contingency	10%			\$63,240.02
<b>Total Soft Cost</b>					<b>\$221,340</b>
<b>Total Estimated Cost</b>					<b>\$853,740</b>

## T2 - Country Club Drive

### H to G

#### NOTES:

Bass Lake Road Reconstruction & Country Club Drive Extension Project No. 66109 import assumed complete.  
Soft costs have been set at 25% combined costs, actual costs may vary.

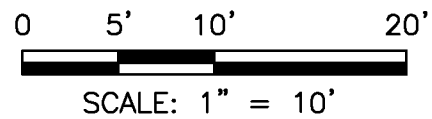
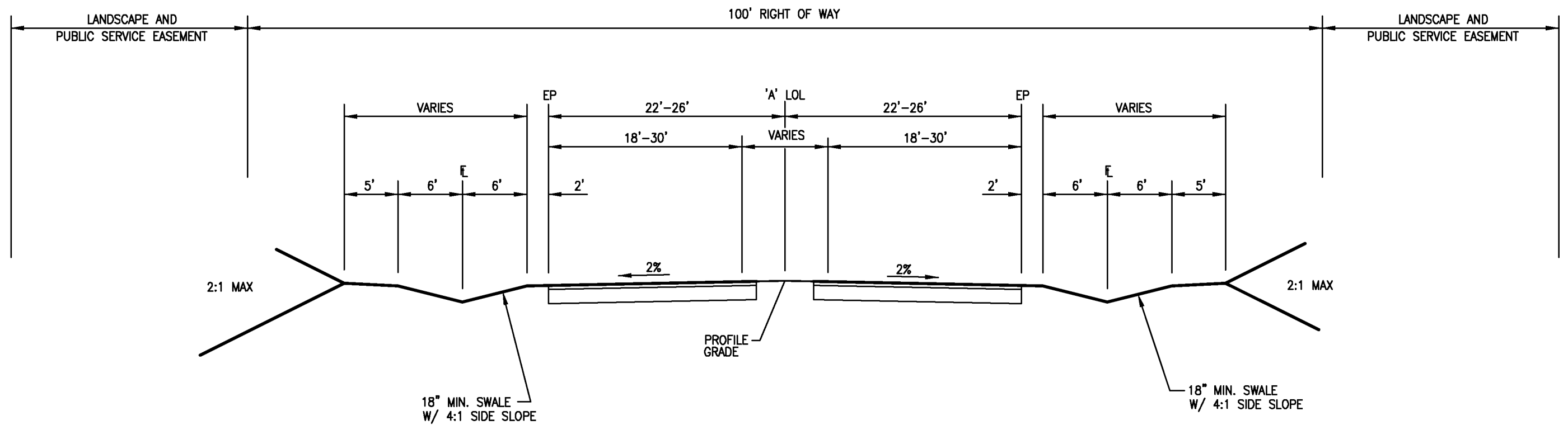
#### EXCLUSIONS:

Rodriguez driveway improvement cost  
Water Quality (permanent BMPs), if applicable  
Frontage Improvements (sidewalk, bike trail, and landscaping)  
Blasting  
Agency Fees and Plan Check Fees  
Easement and/or Right-Of-Way Acquisition (hard and soft costs)  
NOA Mitigation, if applicable  
Wetland Mitigation and Permitting Fees

# BASS LAKE ROAD B TO H

## PFFP TYPICAL ROAD SECTION

JULY, 2017



cta Engineering & Surveying  
 Civil Engineering Land Surveying Land Planning  
 3233 Menlo Circle, Rancho Cordova, CA 95742  
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T3 - Country Club Drive  
G to N

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
1	Clear and Grub (incl. tree removals)	7.0	ac	\$2,800.00	\$19,600
2	Roadway Excavation	37,000	cy	\$20.00	\$740,000
3	Extra for Haul to Spoil Area (Location TBD)	20,000	cy	\$4.00	\$80,000
4	Remove Ex. Concrete	28,500	sf	\$1.25	\$35,625
5	Dust Control	7.0	ac	\$1,000.00	\$7,000
6	4.5" A.C.	124,600	sf	\$3.25	\$404,950
7	10" A.B.	124,600	sf	\$2.70	\$336,420
8	Street Barricade	1	ea	\$2,000.00	\$2,000
9	AC Dike	7,500	lf	\$7.00	\$52,500
10	12" Storm Drain	140	lf	\$110.00	\$15,400
11	18" Storm Drain	1,280	lf	\$120.00	\$153,600
12	18" F.E.S.	3	ea	\$400.00	\$1,200
13	Std. 48" Drain Manhole	4	ea	\$8,500.00	\$34,000
14	54" Culvert (incl. headwalls & railings)	140	lf	\$410.00	\$57,400
15	Drain Inlet	12	ea	\$5,400.00	\$64,800
16	Grated Inlet	2	ea	\$4,100.00	\$8,200
17	Retaining Wall	600	sff	\$25.00	\$15,000
18	Rock Lined Ditch	1,050	lf	\$61.00	\$64,050
19	Rock Outfall/Slope Protection	130	sf	\$5.60	\$728
20	TV Storm Drain	1,420	lf	\$2.35	\$3,337
21	Thermoplastic Traffic Stripe	13,850	lf	\$0.90	\$12,465
22	Remove Ex. Barricade	1	ea	\$400.00	\$400
23	Utility Pole Relocation	4	ea	\$15,000.00	\$60,000
24	Conform Ex. Driveway	2	ea	\$3,000.00	\$6,000
25	Reflective Pavement Markers	150	ea	\$10.00	\$1,500
26	Fence (Type BW, 5 Strand, Metal Post)	7,000	lf	\$16.00	\$112,000
		<b>Estimated Direct Construction Cost</b>			<b>\$2,288,175</b>
1	Mobilization	3%			\$68,645.25
2	SWPPP Compliance	3%			\$68,645.25
3	Erosion Control Measures	5%			\$114,408.75
		<b>Total Estimated Direct Construction Cost</b>			<b>\$2,539,874</b>
1	Engineering	8%			\$203,189.94
2	Dry Utility Design	1%			\$25,398.74
3	Construction Staking	4%			\$101,594.97
4	Bond Enforcement	1.5%			\$38,098.11
5	Inspection	4%			\$101,594.97
6	Construction Management	4%			\$101,594.97
7	Contingency	15%			\$380,981.14
				<b>Total Soft Cost</b>	<b>\$952,453</b>
				<b>Total Estimated Cost</b>	<b>\$3,492,327</b>

NOTES:

Exhibit G: Bass Lake Hills Specific Plan 2018 Public Facilities Financing Plan (Revised December 2018)



**T3 - Country Club Drive**

**G to N**

for this road segment than for a reconstruction style project as reflected herein.

**EXCLUSIONS:**

Oak mitigation

Water quality (permanent BMPs), if applicable.

Frontage Improvements (sidewalk, bike trail, and landscaping)

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

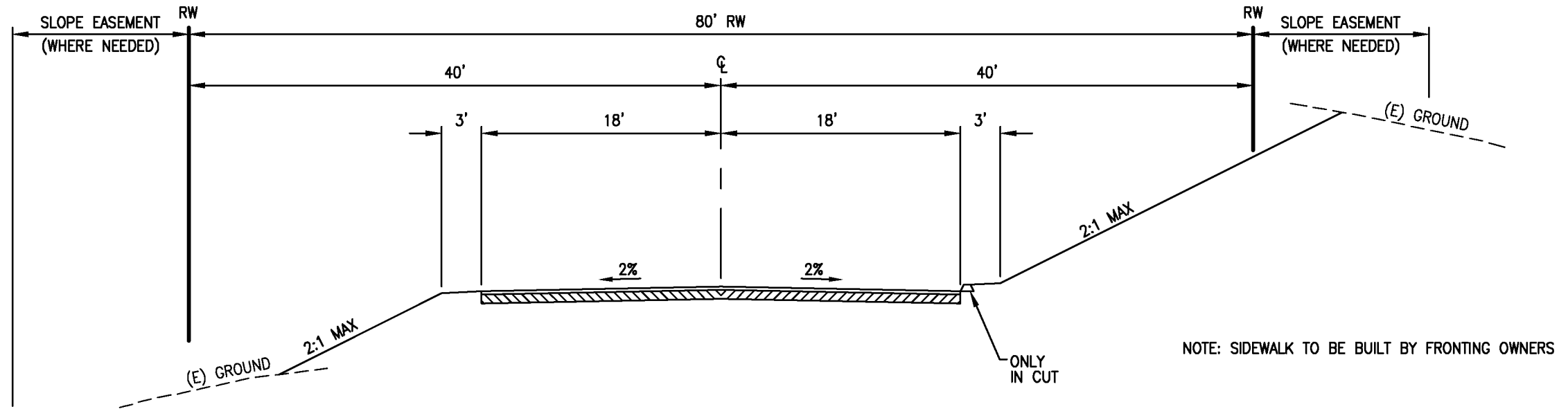
NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

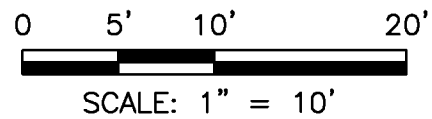
# COUNTRY CLUB DRIVE H TO I TO G TO N & L

## PFFP TYPICAL SECTION

JULY, 2017



NOTE: SIDEWALK TO BE BUILT BY FRONTING OWNERS



cta Engineering & Surveying  
 Civil Engineering Land Surveying Land Planning  
 3233 Monier Circle, Rancho Cordova, CA 95742  
 T (916) 636-0619 F (916) 638-2479 www.cta.net

**T4 - Hwy 50/Bass Lake Interchange**  
**Off-ramp Signal/Lane Capacity**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
1	Construct Highway 50/Bass Lake Interchange (E/B off-ramp signal/lane capacity)	1	ls	\$225,000.00	\$225,000.00
<b>Total Estimated Direct Construction Cost</b>					<b>\$225,000.00</b>
1	Engineering	1	ls	\$15,000.00	\$15,000.00
				<b>Total Soft Cost</b>	<b>\$15,000.00</b>
<b>Total Estimated Cost</b>					<b>\$240,000.00</b>

**NOTES:**

Phase 1 Developer funds design and construction per payment to County as described in Section 3.2.5 of the 9/19/17 Hawk View Development Agreement

**T6, T7, T8 - Traffic Signals**  
**Bass Lake Road/Country Club**  
**Bass Lake Road/Hollow Oak**  
**Bass Lake Road/Silver Dove**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Traffic Signal & Lighting (Country Club Drive Intx)	1	ls	\$300,000	\$300,000
2	Traffic Signal & Lighting (Hollow Oak Road Intx)	1	ls	\$300,000	\$300,000
3	Traffic Signal & Lighting (North Silver Dove Way Intx)	1	ls	\$300,000	\$300,000
4	Elec. Serv. to Signal & Lighting (Country Club Drive Intx)	1	ls	\$15,000	\$15,000
5	Elec. Serv. to Signal & Lighting (Hollow Oak Road Intx)	1	ls	\$15,000	\$15,000
6	Elec. Serv. to Signal & Lighting (North Silver Dove Way Intx)	1	ls	\$7,000	\$7,000
<b>Total Estimate Direct Construction Cost</b>					<b>\$937,000</b>
1	Traffic Signal Design	3	ea	\$25,000	\$75,000
2	Dry Utility Design	1	ls	\$7,500	\$7,500
3	Construction Staking	3	ea	\$600	\$1,800
4	Bond Enforcement		1.5%		\$14,055
5	Inspection		4%		\$37,480
6	Construction Management		4%		\$37,480
7	Contingency		10%		\$93,700
<b>Total Soft Cost</b>					<b>\$267,015</b>
<b>Total Estimated Cost</b>					<b>\$1,204,015</b>

**Exclusions:**

- Agency fees and plan check services
- Blasting
- NOA mitigation, if applicable
- Wetland mitigation and permitting fees
- Easement and/or right-of-way acquisition (hard and soft costs)

**P10 - Hollow Oak Extension**

**E to F**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
1	Clear and Grub	1	ac	\$2,000.00	\$2,000.00
2	Roadway Excavation	1,900	cy	\$20.00	\$38,000.00
3	Dust Control	1	ac	\$1,000.00	\$1,000.00
4	Grind Existing AC	1,680	sf	\$1.70	\$2,856.00
5	AC Dike	1,700	lf	\$7.00	\$11,900.00
6	3.5" A.C.	18,300	sf	\$2.50	\$45,750.00
7	5" A.C	21,800	sf	\$3.60	\$78,480.00
8	8" A.B.	18,300	sf	\$2.15	\$39,345.00
9	12" A.B.	12,950	sf	\$3.19	\$41,310.50
10	Driveway Encroachment	1	ls	\$3,000.00	\$3,000.00
11	12" Storm Drain Pipe	190	lf	\$110.00	\$20,900.00
12	18" Storm Drain Pipe	450	lf	\$120.00	\$54,000.00
13	18" FES	1	ea	\$400.00	\$400.00
14	Drain Inlet	5	ea	\$5,400.00	\$27,000.00
15	RSP Outfall	30	sf	\$5.60	\$168.00
16	TV Storm Drain	640	lf	\$2.35	\$1,504.00
17	Street Light	1	ea	\$7,000.00	\$7,000.00
18	Service to Street Light	1	ls	\$2,500.00	\$2,500.00
19	Install Roadside Sign (Galvanized Steel Post)	4	ea	\$400.00	\$1,600.00
20	Fence (Type BW, 5 Strand, Metal Post)	710	lf	\$16.00	\$11,360.00
21	Remove Existing Barricade	1	ea	\$400.00	\$400.00
22	Remove Existing Curb	480	lf	\$1.00	\$480.00
23	Remove Existing Storm Drain	1	ls	\$7,500.00	\$7,500.00
24	Adjust Utility Boxes to Grade	1	ls	\$2,500.00	\$2,500.00
25	Utility Pole Relocation	2	ea	\$15,000.00	\$30,000.00
26	Thermoplastic Traffic Stripe	3,700	lf	\$0.90	\$3,330.00
<b>Estimated Direct Construction Cost</b>					<b>\$434,283.50</b>
1	Mobilization	3%			\$13,028.51
2	SWPPP Compliance	3%			\$13,028.51
3	Erosion Control Measures	5%			\$21,714.18
<b>Total Estimated Direct Construction Cost</b>					<b>\$482,054.69</b>
1	Engineering	8%			\$38,564.37
2	Dry Utility Design	1%			\$4,820.55
3	Construction Staking	4%			\$19,282.19
4	Bond Enforcement	1.5%			\$7,230.82
5	Inspection	4%			\$19,282.19
6	Construction Management	4%			\$19,282.19
7	Contingency	15%			\$72,308.20
<b>Total Soft Cost</b>					<b>\$180,770.51</b>
<b>Total Estimated Cost</b>					<b>\$662,825.19</b>

**NOTES:**

Assumes typical crowned roadway to be paved over existing fire department AC access road where applicable

Exhibit C: Bass Lake Hills Specific Plan 2016 Public Facilities Financing Plan (Revised December 2018)

**P10 - Hollow Oak Extension**

**E to F**

Street lighting at Bass Lake Road/Country Club Drive is included in a separate estimate.  
Assumes export to Silver Dove Way at no additional cost  
costs may be lower for this road segment than for a reconstruction style project as reflected herein.

**EXCLUSIONS:**

Agency Fees and Plan Check Fees

Blasting

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

NOA Mitigation, if applicable

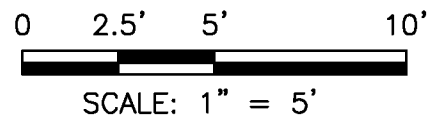
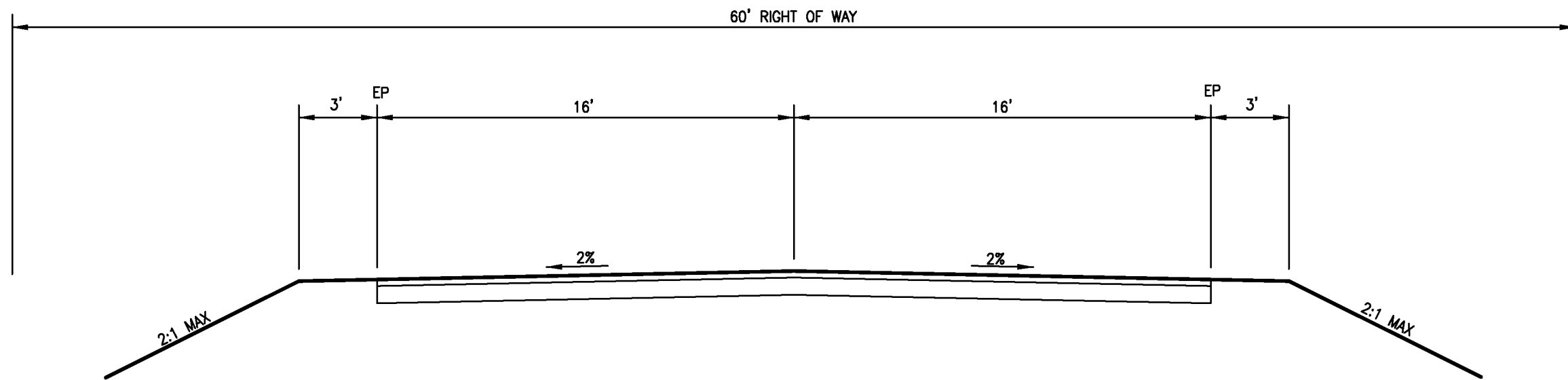
Water quality (permanent BMPs), if applicable.

Wetland Mitigation and Permitting Fees

# HOLLOW OAK ROAD EXTENSION E TO F

## PFFP TYPICAL SECTION

JULY, 2017



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P11 - Morrison Road

J to I

No.	Description	y	Unit	Unit Price	Total
1	Clear and Grub	6.30	ac	\$27,500.00	\$173,250.00
2	Roadway Excavation	6,600	cy	\$25.00	\$165,000.00
3	Dust Control	6.30	ac	\$1,000.00	\$6,300.00
4	Oak Mitigation	1.00	ea	\$300.00	\$300.00
5	Remove Existing Street Barricade	1	ea	\$1,200.00	\$1,200.00
6	Remove Existing Barrier Curb	665	lf	\$4.00	\$2,660.00
7	Remove Existing Curb & Gutter at H/C Ramp	50	lf	\$15.00	\$750.00
8	Remove Existing Pavement	81	sy	\$10.00	\$810.00
9	1.5" Grind and Overlay (E) Pavement	1,220	sy	\$25.00	\$30,500.00
10	Driveway encroachment	4	ea	\$3,000.00	\$12,000.00
11	4" A.C.	134,850	sf	\$4.94	\$666,159.00
12	8.5" A.B.	134,850	sf	\$4.20	\$566,370.00
13	12" Storm Drain	75	lf	\$150.00	\$11,250.00
14	18" Storm Drain	990	lf	\$160.00	\$158,400.00
15	24" Storm Drain	580	lf	\$230.00	\$133,400.00
16	18" FES	4	ea	\$2,500.00	\$10,000.00
17	24" FES	1	ea	\$2,850.00	\$2,850.00
18	Drain Inlet	13	ea	\$6,100.00	\$79,300.00
19	48" SDMH	5	ea	\$10,900.00	\$54,500.00
20	Grated Inlet	4	ea	\$4,400.00	\$17,600.00
21	Rock Outfall/Slope Protection	500	sf	\$9.35	\$4,675.00
22	T.V. Storm Drain	1,645	lf	\$2.35	\$3,865.75
23	Fence (Type BW, 5 Strand, Metal Post)	2,700	lf	\$20.00	\$54,000.00
24	Adjust Water Valve Box to Grade	3	ea	\$600.00	\$1,800.00
25	Relocate Existing Fire Hydrant	1	ea	\$10,600.00	\$10,600.00
26	Stop Sign/Bar	4	ea	\$800.00	\$3,200.00
27	Street Signs	2	ea	\$450.00	\$900.00
28	Street Light	2	ea	\$7,000.00	\$14,000.00
29	Service to Street Lights	1	ls	\$7,000.00	\$7,000.00
30	Utility Pole Relocation	2	ea	\$15,000.00	\$30,000.00
31	Thermoplastic Traffic Stipe	11,800	lf	\$1.64	\$19,352.00
32	Pavement Markings	350	sf	\$8.61	\$3,013.50
<b>Estimated Direct Construction Cost</b>					<b>\$2,245,005.25</b>
1	Mobilization	3%			\$67,350.16
2	SWPPP Compliance	3%			\$67,350.16
3	Erosion Control Measures	5%			\$112,250.26
<b>Total Estimated Direct Construction Cost</b>					<b>\$2,491,955.83</b>
1	Engineering	10.0%			\$249,195.58
2	Construction Staking	4.0%			\$99,678.23
3	Dry Utility Design	1.5%			\$37,379.34
4	Bond Enforcement	1.5%			\$37,379.34
5	Inspection	4.0%			\$99,678.23
6	Construction Management	4.0%			\$99,678.23
7	Contingency	10.0%			\$249,195.58
<b>Total Soft Cost</b>					<b>\$872,184.54</b>
<b>Total Estimated Cost</b>					<b>\$3,364,140.37</b>
NOTES:					



**P11 - Morrison Road**

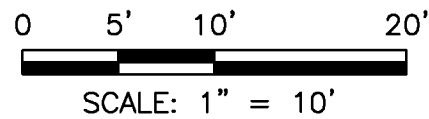
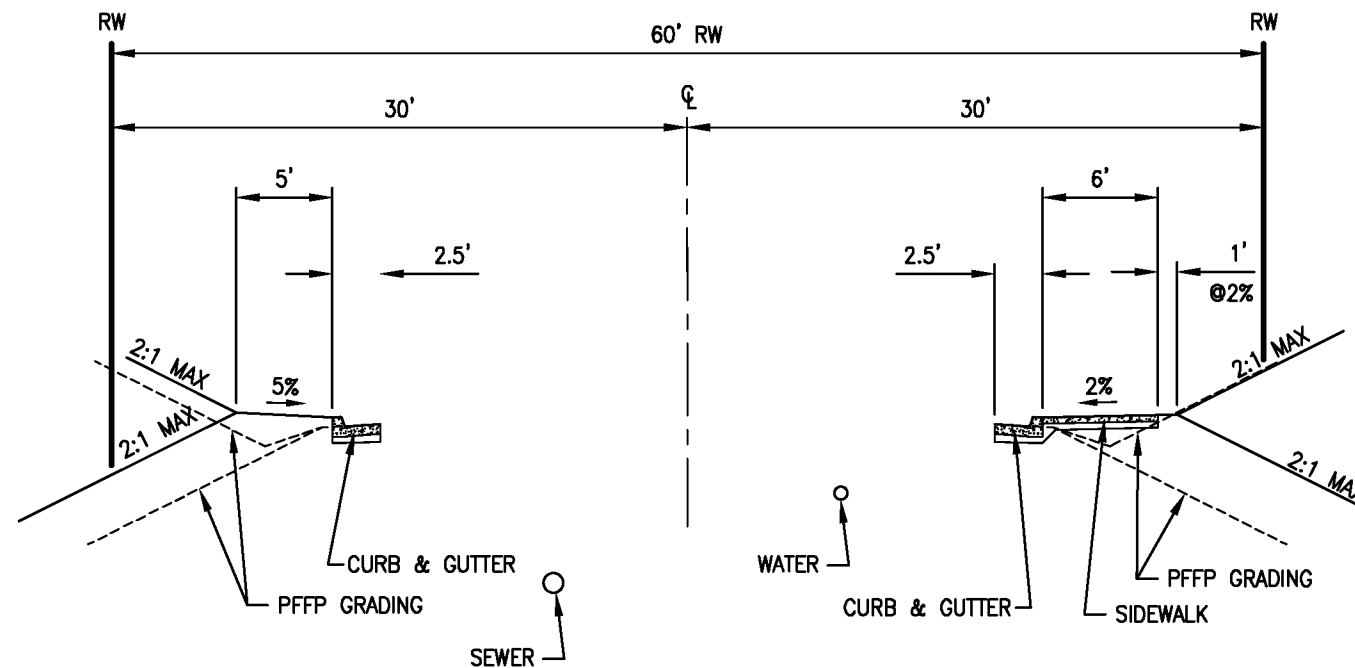
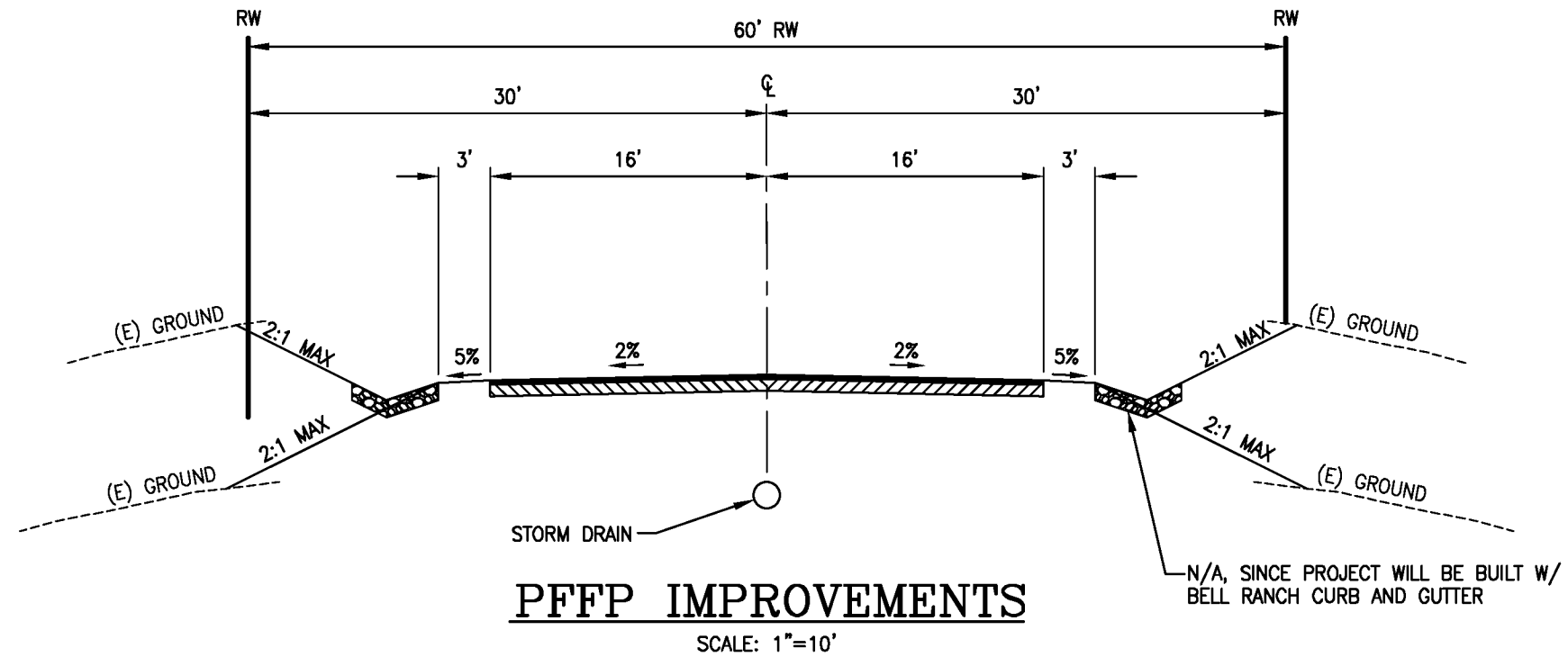
**J to I**

Assumes balance or no cost to Off-Haul to adjacent property				
Soft costs have been set at 25% combined costs. Actual costs may vary.				
Unit costs based on 4/12/18 North Silver Dove Marquez Pipeline, Inc. bid				
<b>EXCLUSIONS:</b>				
Water Quality (permanent BMPs), if applicable				
Blasting				
Agency Fees and Plan Check Fees				
Easement and/or Right-Of-Way Acquisition (hard and soft costs)				
NOA Mitigation, if applicable				
Wetland Mitigation and Permitting Fees				

# MORRISON ROAD I TO J

## PFFP TYPICAL SECTION

JULY, 2017



**P12 - Silver Dove Way  
Q to E**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clear & Grub	2	ac	\$2,000.00	\$4,000.00
2	Roadway Excavation	3,300	cy	\$20.00	\$66,000.00
3	Dust Control	2	ac	\$1,000.00	\$2,000.00
4	3.5" AC	51,000	sf	\$2.50	\$127,500.00
5	8" AB	51,000	sf	\$2.15	\$109,650.00
6	Driveway Encroachment	1	ea	\$3,000.00	\$3,000.00
7	24" Storm Drain Pipe	95	lf	\$140.00	\$13,300.00
8	AC Dike	1,430	lf	\$7.00	\$10,010.00
9	24" F.E.S.	2	ea	\$800.00	\$1,600.00
10	Grated Inlet	1	ea	\$4,100.00	\$4,100.00
11	TV Storm Drain	95	lf	\$2.35	\$223.25
12	Fabric Lined Ditch	970	lf	\$8.50	\$8,245.00
13	Fence (Type BW, 5 Strand, Metal Post)	3,200	lf	\$16.00	\$51,200.00
14	Remove Existing Barricade	1	ea	\$400.00	\$400.00
15	Relocate Ex. Fire Hydrant	1	ea	\$6,500.00	\$6,500.00
16	Rock Outfall/Slope Protection	320	sf	\$5.60	\$1,792.00
17	Thermoplastic Traffic Stripe	4,800	lf	\$0.90	\$4,320.00
18	Adjust Utility Boxes to Grade	2	ea	\$600.00	\$1,200.00
19	Utility Pole Relocation	2	ea	\$15,000.00	\$30,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$445,040.25</b>
1	Mobilization	3%			\$13,351.21
2	SWPPP Compliance	3%			\$13,351.21
3	Erosion Control Measures	5%			\$22,252.01
<b>Total Estimated Direct Construction Cost</b>					<b>\$493,994.68</b>
1	Engineering	10%			\$49,399.47
2	Dry Utility Design	1.5%			\$7,409.92
3	Construction Staking	4%			\$19,759.79
4	Bond Enforcement	1.5%			\$7,409.92
5	Inspection	4%			\$19,759.79
6	Construction Management	4%			\$19,759.79
7	Contingency	15%			\$74,099.20
<b>Total Soft Cost</b>					<b>\$197,597.87</b>
<b>Total Estimated Cost</b>					<b>\$691,592.55</b>

**NOTES:**

Assumes balanced earthwork

Soft costs have been set at 25% combined cost. Actual costs may vary, especially resulting from multiple plan sets prepared over the life of the project.

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-of-Way Acquisition (hard and soft costs)

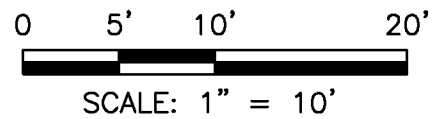
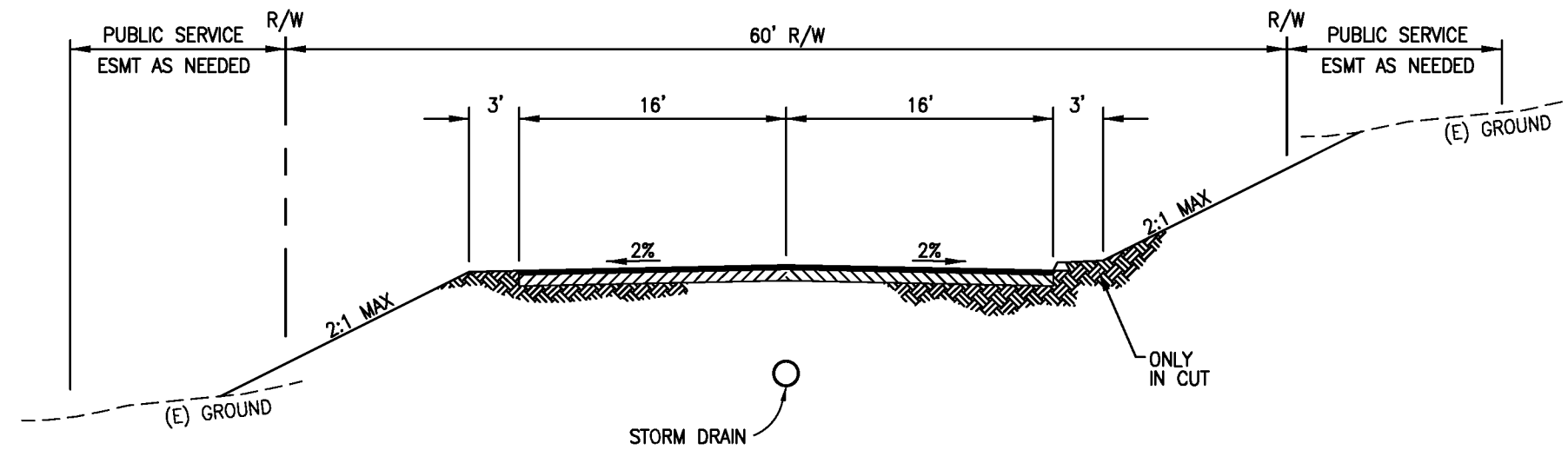
NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

# SILVER DOVE WAY G TO D AND C TO O

## PFFP TYPICAL SECTION

JULY, 2017



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P13 - Silver Dove Way

G to Q

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Clear and Grub	2	ac	\$2,000.00	\$4,000.00
2	Excavation	12,300	cy	\$20.00	\$246,000.00
3	Add for Export	3,300	cy	\$8.00	\$26,400.00
4	Dust Control	2	ac	\$1,000.00	\$2,000.00
5	Oak Mitigation	4	ea	\$140.00	\$560.00
6	Driveway Encroachment	1	ls	\$3,000.00	\$3,000.00
7	3.5" AC	39,400	sf	\$2.50	\$98,500.00
8	8" AB	39,400	sf	\$2.15	\$84,710.00
9	AC Dike	2,430	lf	\$7.00	\$17,010.00
10	Rock Lined Ditch	570	lf	\$27.00	\$15,390.00
11	72" Culvert	270	lf	\$320.00	\$86,400.00
12	Twin 72" Culvert Headwall & Trash Rack	1	ea	\$65,000.00	\$65,000.00
13	Rip Rap	1,000	sf	\$11.00	\$11,000.00
14	TV Storm Drain	270	lf	\$2.35	\$634.50
15	Fence (Type BW, 5 Strand, Metal Post)	2,400	lf	\$16.00	\$38,400.00
16	Utility Pole Relocation	1	ls	\$15,000.00	\$15,000.00
17	Remove Ex. Barricade	1	ea	\$400.00	\$400.00
18	Stop Bar	1	ea	\$800.00	\$800.00
19	Thermoplastic Traffic Stripe	3,700	lf	\$0.90	\$3,330.00
20	Street Barricade	1	ea	\$2,000.00	\$2,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$720,534.50</b>
1	Mobilization	3%			\$21,616.04
2	SWPPP Compliance	3%			\$21,616.04
3	Erosion Control Measures	5%			\$36,026.73
<b>Total Estimated Direct Construction Cost</b>					<b>\$799,793.30</b>
1	Engineering	10%			\$79,979.33
2	Dry Utility Design	1.5%			\$11,996.90
3	Construction Staking	4%			\$31,991.73
4	Bond Enforcement	1.5%			\$11,996.90
5	Inspection	4%			\$31,991.73
6	Construction Management	4%			\$31,991.73
7	Contingency	10%			\$79,979.33
<b>Total Soft Cost</b>					<b>\$279,927.65</b>
<b>Total Estimated Cost</b>					<b>\$1,079,720.95</b>

NOTES:

Exhibit G: Bass Lake Hills Specific Plan 2018 Public Facilities Financing Plan (Revised December 2018)

**P13 - Silver Dove Way**

**G to Q**

sets prepared over the life of the project.

**EXCLUSIONS:**

Temporary turnaround, if required.

Water quality (permanent BMPs), if applicable

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

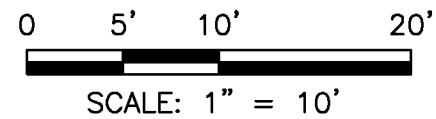
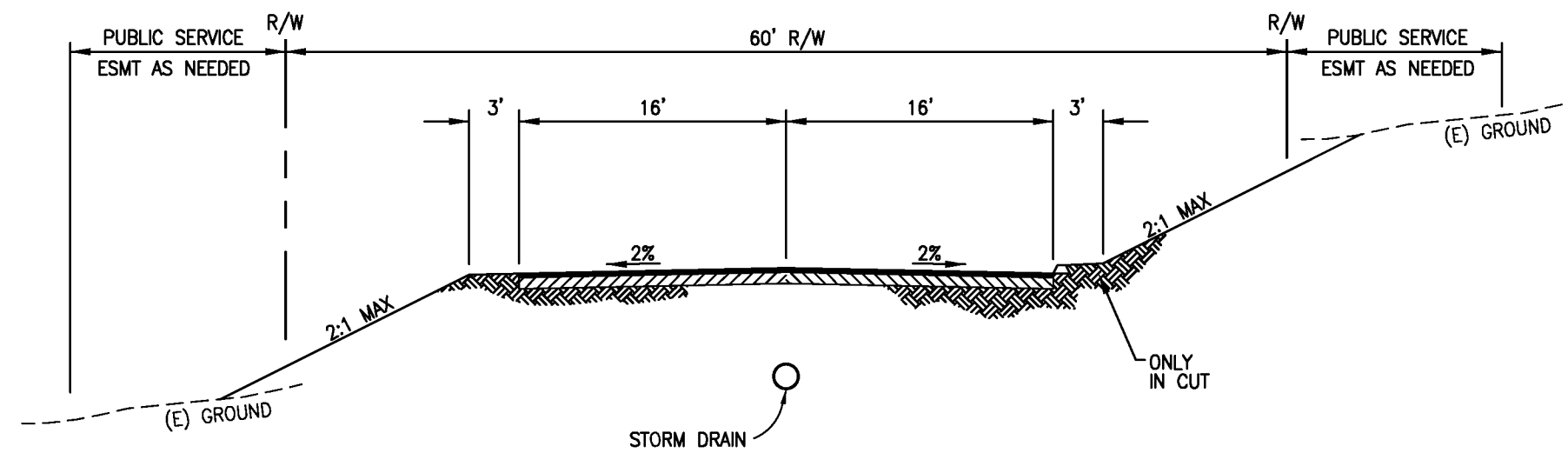
NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

# SILVER DOVE WAY G TO D AND C TO O

## PFFP TYPICAL SECTION

JULY, 2017



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**P14 - Silver Dove Way**

**E to D**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clear & Grub	4	ac	\$2,000.00	\$8,000.00
2	Roadway Excavation	7,500	cy	\$20.00	\$150,000.00
3	Oak Mitigation	6	ea	\$140.00	\$840.00
4	Dust Control	4	ac	\$1,000.00	\$4,000.00
5	Import	24,000	cy	\$25.00	\$600,000.00
6	3" AC	72,480	sf	\$2.15	\$155,832.00
7	8" AB	72,480	sf	\$2.15	\$155,832.00
8	Driveway Encroachment	3	ea	\$3,000.00	\$9,000.00
9	12" Storm Drain Pipe	75	lf	\$110.00	\$8,250.00
10	18" Storm Drain Pipe	830	lf	\$120.00	\$99,600.00
11	72" Culvert	200	lf	\$320.00	\$64,000.00
12	AC Dike	4,500	lf	\$7.00	\$31,500.00
13	Drain Inlet	4	ea	\$5,400.00	\$21,600.00
14	48" SDMH	3	ea	\$8,500.00	\$25,500.00
15	72" Headwall and Trash Rack	1	ea	\$50,000.00	\$50,000.00
16	Rip Rap	850	sf	\$11.00	\$9,350.00
17	TV Storm Drain	905	lf	\$2.35	\$2,126.75
18	Fabric Lined Ditch	930	lf	\$8.50	\$7,905.00
19	Fence (Type BW, 5 Strand, Metal Post)	4,400	lf	\$16.00	\$70,400.00
20	Remove Existing Barricade	1	ea	\$400.00	\$400.00
21	Thermoplastic Traffic Stripe	6,800	lf	\$0.90	\$6,120.00
22	Utility Pole Relocation	4	ea	\$15,000.00	\$60,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$1,540,255.75</b>
1	Mobilization	3%			\$46,207.67
2	SWPPP Compliance	3%			\$46,207.67
3	Erosion Control	5%			\$77,012.79
<b>Total Estimated Direct Construction Cost</b>					<b>\$1,709,683.88</b>
1	Engineering	8%			\$136,774.71
2	Dry Utility Design	1%			\$17,096.84
3	Construction Staking	4%			\$68,387.36
4	Bond Enforcement	1.5%			\$25,645.26
5	Inspection	4%			\$68,387.36
6	Construction Management	4%			\$68,387.36
7	Contingency	15%			\$256,452.58
<b>Total Soft Cost</b>					<b>\$641,131.46</b>
<b>Total Estimated Cost</b>					<b>\$2,350,815.34</b>

**NOTES:**



**P14 - Silver Dove Way**

**E to D**

Existing 12" water assumed to be abandoned by others concurrent or prior to roadway improvements. may be lower for this road segment than for a reconstruction style project as reflected herein.

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

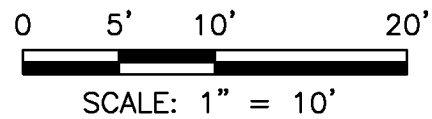
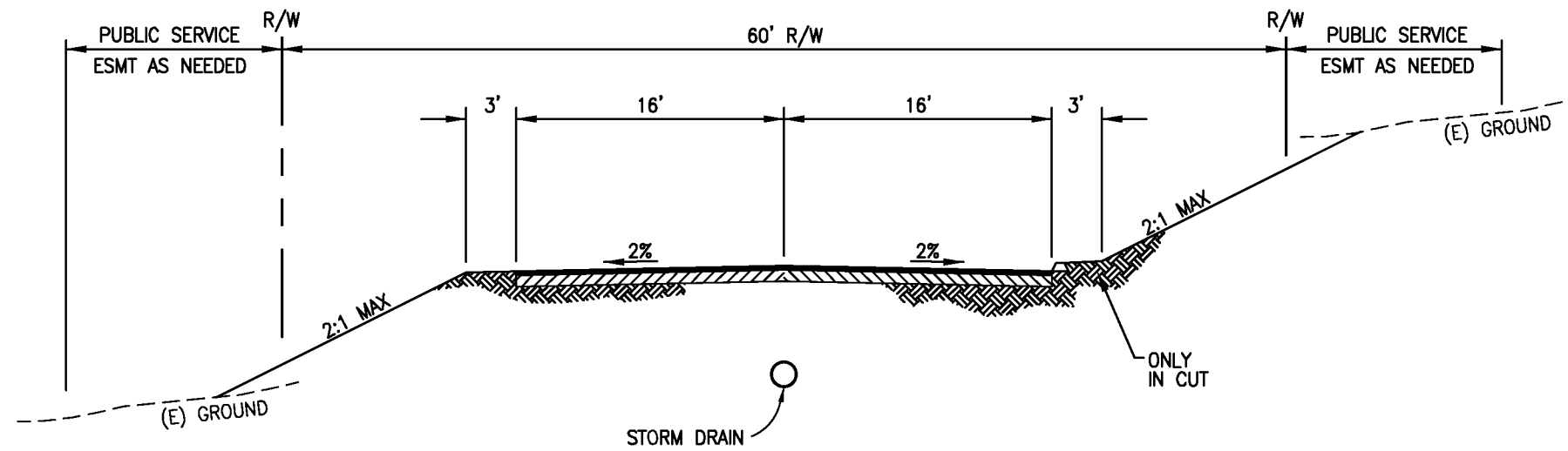
NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

# SILVER DOVE WAY G TO D AND C TO O

## PFFP TYPICAL SECTION

JULY, 2017



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Item No.	Description	Quantity	Unit	Unit Price	Total
1	Clear and Grub	0.5	ac	\$2,000.00	\$1,000.00
2	Roadway Excavation	620	cy	\$20.00	\$12,400.00
3	Import from Adjacent Property	210	cy	\$20.00	\$4,200.00
4	Obliterate Surfacing	940	sy	\$25.00	\$23,500.00
5	Dust Control	0.5	ac	\$1,000.00	\$500.00
6	3.5" AC	17,600	sf	\$2.50	\$44,000.00
7	12" AB	17,600	sf	\$3.20	\$56,320.00
8	Driveway Encroachment	1	ea	\$3,000.00	\$3,000.00
9	24" Storm Drain	30	lf	\$140.00	\$4,200.00
10	AC Dike	400	lf	\$7.00	\$2,800.00
11	TV Storm Drain	70	lf	\$2.35	\$164.50
12	Street Light	1	ea	\$7,000.00	\$7,000.00
13	Service to Street Light	1	ea	\$2,500.00	\$2,500.00
14	Fence (Type BW, 5 Strand, Metal Post)	1,000	lf	\$16.00	\$16,000.00
15	Rock Slope Protection	40	sf	\$5.60	\$224.00
16	Stop Bar	1	ea	\$800.00	\$800.00
17	Relocate Ex. Private Water Lines	1	ls	\$20,000.00	\$20,000.00
18	Remove Ex. Culvert	1	ea	\$1,000.00	\$1,000.00
19	Remove Ex. Barricade	2	ea	\$400.00	\$800.00
20	Thermoplastic Traffic Stripe	1,500	lf	\$0.90	\$1,350.00
21	Utility Pole Relocation	2	ea	\$15,000.00	\$30,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$231,758.50</b>
1	Mobilization	3%			\$6,952.76
2	SWPPP Compliance	3%			\$6,952.76
3	Erosion Control Measures	5%			\$11,587.93
<b>Total Estimated Direct Construction Cost</b>					<b>\$257,251.94</b>
1	Engineering	10%			\$25,725.19
2	Dry Utility Design	1.5%			\$3,858.78
3	Construction Staking	4%			\$10,290.08
4	Bond Enforcement	1.5%			\$3,858.78
5	Inspection	4%			\$10,290.08
6	Construction Management	4%			\$10,290.08
7	Contingency	15%			\$38,587.79
<b>Total Soft Cost</b>					<b>\$102,900.77</b>
<b>Total Estimated Cost</b>					<b>\$360,152.71</b>

**P15 - Silver Dove Way**

**C to O**

Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

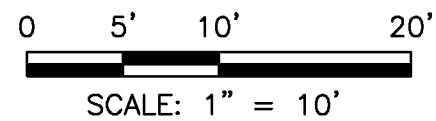
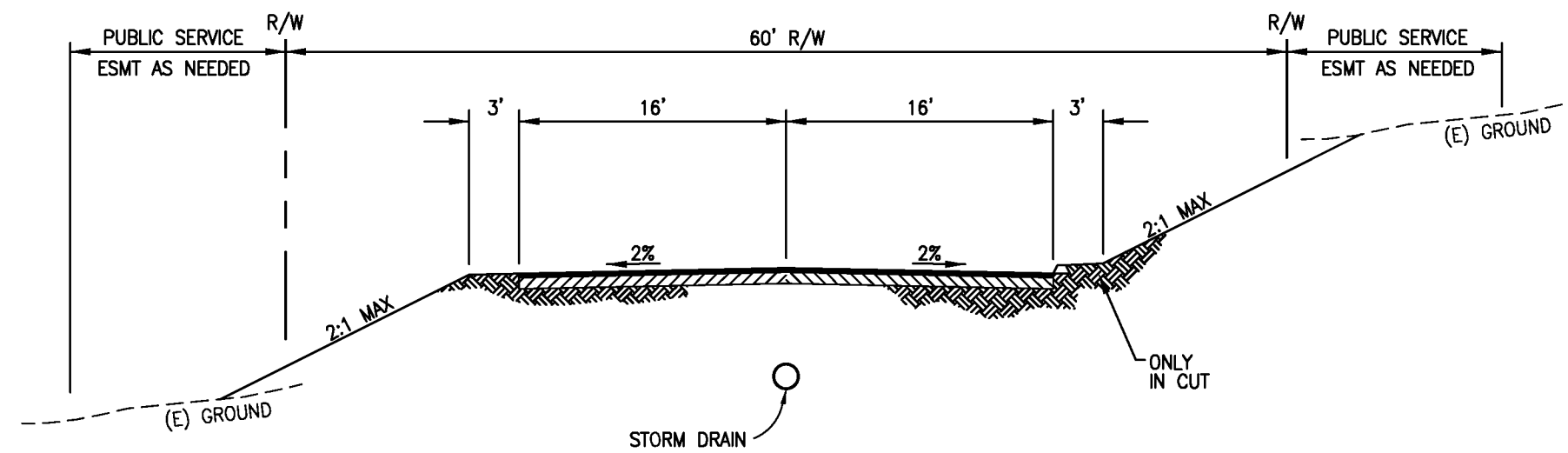
NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

# SILVER DOVE WAY G TO D AND C TO O

## PFFP TYPICAL SECTION

JULY, 2017



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**P16 - North Silver Dove Way**

**C to D**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clear & Grub	3	ac	\$27,500.00	\$82,500.00
2	Roadway Excavation	6,830	cy	\$25.00	\$170,750.00
3	Obliterate Ex. Sidewalk	129	cy	\$25.00	\$3,225.00
4	Dust Control	1.0	ls	\$50,000.00	\$50,000.00
5	Remove & Replace Ex. Pavement	105	ea	\$150.00	\$15,750.00
6	Remove Ex. Drain, Fence, Rock Walls, Wat	1	ls	\$38,300.00	\$38,300.00
7	Rockery Retaining Walls	995	sf	\$50.00	\$49,750.00
8	3" AC	37,663	sf	\$4.25	\$160,067.75
9	4.5" AC	2,565	sf	\$5.25	\$13,466.25
10	6" AB Gravel Road	11,730	sf	\$3.85	\$45,160.50
11	8" AB	37,663	sf	\$3.95	\$148,768.85
12	11" AB Shoulder	1480	sf	\$8.95	\$13,246.00
13	16" AB	2,585	sf	\$6.75	\$17,448.75
14	Type 2 Vertical Curb & Gutter	1280	lf	\$40.00	\$51,200.00
15	Type E AC Dike	395	lf	\$30.00	\$11,850.00
16	Type 3 Barrier Curb	263	lf	\$30.00	\$7,890.00
17	Concrete Sidewalk	8424	sf	\$9.25	\$77,922.00
18	Sawcut Pavement	335	lf	\$30.00	\$10,050.00
19	Curb Ramp	6	ea	\$2,500.00	\$15,000.00
20	Thermoplastic Traffic Stripe	4570	lf	\$2.25	\$10,282.50
21	Pavement Markings	225	sf	\$20.00	\$4,500.00
22	Roadside/Street Sign	14	ea	\$433.93	\$6,075.02
23	Relocate Ex. Stop and Street Signs	2	ea	\$450.00	\$900.00
24	Barricade Sidewalk	1	ea	\$1,500.00	\$1,500.00
25	Barricade with Gate	2	ea	\$4,500.00	\$9,000.00
26	12' Gate (Access Road)	1	ea	\$5,000.00	\$5,000.00
27	Barbed Wire Fence-Metal Posts	1,245	lf	\$20.00	\$24,900.00
28	Barbed Wire Fence-Wood Posts (Access)	39	lf	\$39.00	\$1,521.00
29	Irrigation Electric Sleeves	691	lf	\$25.00	\$17,275.00
30	8" Storm Drain	16	lf	\$120.00	\$1,920.00
31	12" Storm Drain	80	lf	\$140.00	\$11,200.00
32	18" Storm Drain	1,245	lf	\$150.00	\$186,750.00
33	24" Storm Drain	226	lf	\$175.00	\$39,550.00
34	18" F.E.S.	1	ea	\$2,500.00	\$2,500.00
35	24" F.E.S.	3	ea	\$2,850.00	\$8,550.00
36	Install Drainage Manhole	10	ea	\$6,500.00	\$65,000.00
37	Install Grated Inlet	2	ea	\$2,250.00	\$4,500.00
38	Install Caltrans Type GMP	1	ea	\$5,500.00	\$5,500.00
39	Install Caltrans type GO DI w Gutter	4	ea	\$4,250.00	\$17,000.00
40	Install Caltrans type GO DI	1	ea	\$3,850.00	\$3,850.00
41	Precast Materials Drain	1	ls	\$40,509.45	\$40,509.45
42	RSP No.1 Backing	14.5	cy	\$400.00	\$5,800.00
43	RSP No. 3 Backing	6	cy	\$950.00	\$5,700.00
44	Rock Outlet Protection	3	ea	\$3,950.00	\$11,850.00
45	Fabric Lining	8,160	sf	\$1.75	\$14,280.00
46	Street Light	1	ea	\$24,100.00	\$24,100.00
47	Service to Street Light	1	ea	\$17,500.00	\$17,500.00
48	Conduit, Boxes, Wire	1	ls	\$26,920.00	\$26,920.00

**P16 - North Silver Dove Way**

**C to D**

49	Remove & Replace Concrete for Street Light	1	ls	\$10,000.00	\$10,000.00
50	Blasting	1	ls	\$62,910.00	\$62,910.00
<b>Estimated Direct Construction Cost</b>					<b>\$1,629,188.07</b>
1	Mobilization (included above)	0.0%			\$0.00
2	SWPPP Compliance	3.0%			\$48,875.64
3	Erosion Control	5.0%			\$81,459.40
<b>Total Estimated Direct Construction Cost</b>					<b>\$1,759,523.12</b>
1	Engineering	10%			\$175,952.31
2	Construction Staking	4%			\$70,380.92
3	Dry Utility Design	1.5%			\$26,392.85
4	Bond Enforcement	1.5%			\$26,392.85
5	Inspection	4%			\$70,380.92
6	Construction Management	4%			\$70,380.92
7	Contingency	10%			\$175,952.31
35% <b>Total Soft Cost</b>					<b>\$615,833.09</b>
<b>Total Estimated Cost</b>					<b>\$2,375,356.21</b>

**NOTES:**

Unit Costs based on 4/12/18 Marques Pipeline Inc bid. Soft costs have been estimated at 25% combined costs.

Actual costs may vary.

**EXCLUSIONS:**

Water Quality (permanent BMPs), if applicable

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right of Way Acquisition (hard and soft costs)

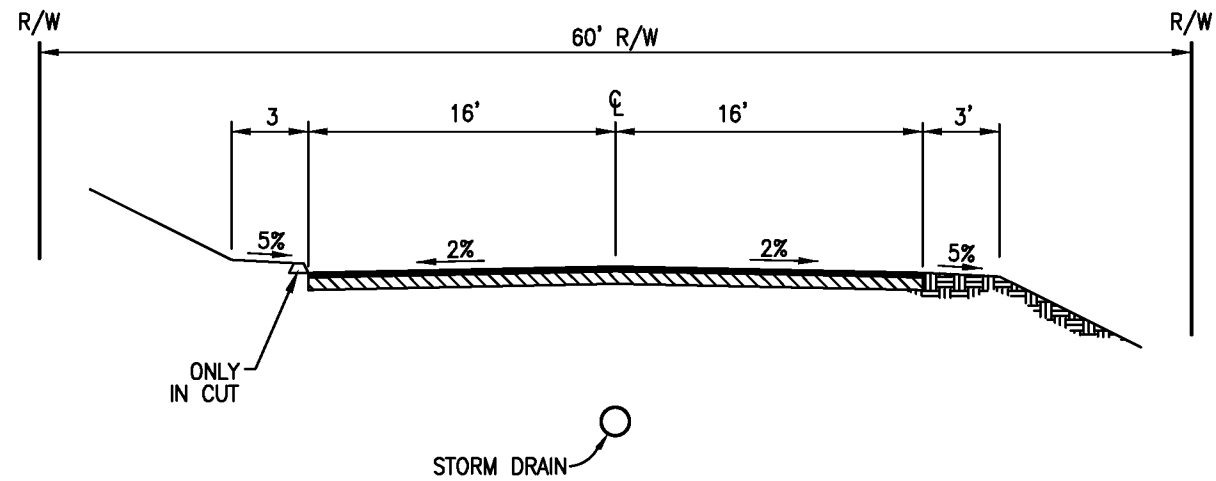
NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

# NORTH SILVER DOVE WAY C TO D

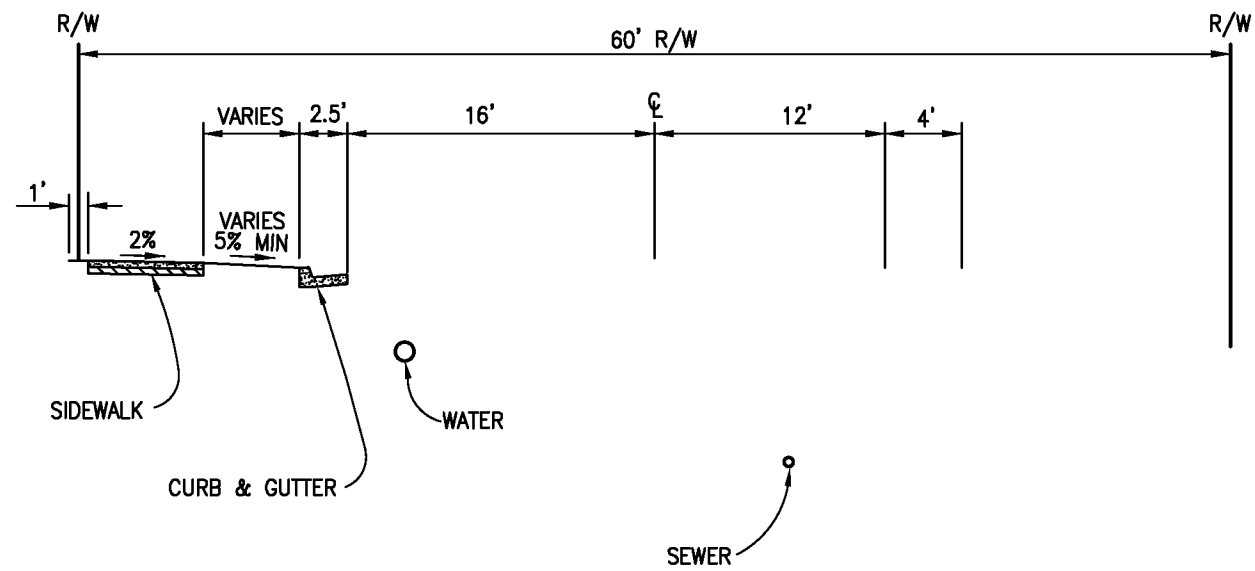
## PFFP TYPICAL SECTION

JULY, 2017



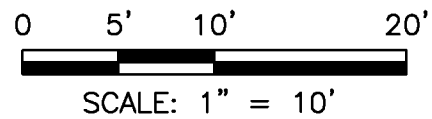
### PFFP IMPROVEMENTS

SCALE : 1" = 10'



### NON-PFFP IMPROVEMENTS

SCALE : 1" = 10'



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**P20 - Bass Lake Road Overlay  
Country Club to Hollow Oak  
H to F**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	1.5" Grind and Overlay Ex. Pavement	4,060	sy	\$25.00	\$101,500.00
2	Thermoplastic Traffic Stripe	3,325	lf	\$1.61	\$5,353.25
3	Traffic Control	1	ls	\$20,000.00	\$20,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$126,853.25</b>
	Mobilization	3%			\$3,805.60
<b>Total Estimated Direct Construction Cost</b>					<b>\$130,658.85</b>
1	Engineering	4%			\$5,226.35
2	Construction Staking	2%			\$2,613.18
3	Bond Enforcement	1.5%			\$1,959.88
4	Inspection	4%			\$5,226.35
5	Construction Management	4%			\$5,226.35
6	Contingency	10%			\$13,065.88
<b>Total Soft Cost</b>					<b>\$33,318.01</b>
<b>Total Estimated Cost</b>					<b>\$163,976.85</b>

**NOTES:**

Overlay assumed from sta 25+92 to sta 37+00 (Approx. 1,108 lf)

Soft costs have been set at 15.5% combined costs, actual costs may vary. It is expected engineering costs are lower since this is an overlay project only.

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable

Agency Fees and Plan Check Fees

**P21 - Bikeway**  
**Hwy 50 - Country Club**  
**B to H**

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Clear and Grub	1.6	ac	\$2,000.00	\$3,200.00
2	Roadway Excavation	9,900	cy	\$20.00	\$198,000.00
3	Add for Export	9,600	cy	\$8.00	\$76,800.00
4	Dust Control	1.6	ac	\$1,000.00	\$1,600.00
5	AC. Dike	280	lf	\$7.00	\$1,960.00
6	2.5" A.C.	10,050	sf	\$1.80	\$18,090.00
7	4" A.B.	10,050	sf	\$1.25	\$12,562.50
8	12" Storm Drain	70	lf	\$110.00	\$7,700.00
9	18" Storm Drain	180	lf	\$120.00	\$21,600.00
10	12" FES	1	ea	\$300.00	\$300.00
11	18" FES	1	ea	\$400.00	\$400.00
12	Grated Inlet	2	ea	\$4,100.00	\$8,200.00
13	Rock Lined Ditch	550	lf	\$61.00	\$33,550.00
14	Fabric Lined Ditch	1,570	lf	\$8.50	\$13,345.00
15	TV Storm Drain	250	lf	\$2.35	\$587.50
16	Remove Existing Grated Inlet	1	ea	\$600.00	\$600.00
17	Bollards	2	ea	\$900.00	\$1,800.00
18	Signs	2	ea	\$400.00	\$800.00
19	Pavement Markings	215	sf	\$1.65	\$354.75
20	Thermoplastic Traffic Stripe	1,250	lf	\$0.90	\$1,125.00
21	Fence (Type BW, 5 Strand, Metal Post)	850	lf	\$16.00	\$13,600.00
<b>Estimated Direct Construction Cost</b>					<b>\$416,174.75</b>
1	Mobilization	3%			\$12,485.24
2	SWPPP Compliance	3%			\$12,485.24
3	Erosion Control Measures	5%			\$20,808.74
<b>Total Estimated Direct Construction Cost</b>					<b>\$461,953.97</b>
1	Engineering	11.5%			\$53,124.71
2	Construction Staking	4%			\$18,478.16
3	Bond Enforcement	1.5%			\$6,929.31
4	Inspection	4%			\$18,478.16
5	Construction Management	4%			\$18,478.16
6	Contingency	10%			\$46,195.40
<b>Total Soft Cost</b>					<b>\$161,683.89</b>
<b>Total Estimated Cost</b>					<b>\$623,637.86</b>

**NOTES:**

Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), if applicable
- Agency fees and plan check services
- Blasting
- Easement and /or right of way acquisition (hard and soft costs)
- NOA mitigation and permitting fees
- Wetland Mitigation and Permitting Fees

**P22 - Bikeway**  
**Country Club to Hollow Oak**  
**H to F**

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
<b>STREETS &amp; MISCELLANEOUS</b>					
1	Clear and Grub	1	ac	\$2,000.00	\$2,000.00
2	Roadway Excavation	600	cy	\$20.00	\$12,000.00
3	Import Fill from related projects	2,000	cy	\$20.00	\$40,000.00
4	Dust Control	1	ac	\$1,000.00	\$1,000.00
5	2.5" A.C.	19,300	sf	\$1.80	\$34,740.00
6	4" A.B.	19,300	sf	\$1.25	\$24,125.00
7	18" Storm Drain	25	lf	\$120.00	\$3,000.00
8	18" FES	1	ea	\$400.00	\$400.00
9	Grated Inlet	1	ea	\$4,100.00	\$4,100.00
10	Rock Lined Ditch	150	lf	\$61.00	\$9,150.00
11	Fabric Lined Ditch	1,985	lf	\$8.50	\$16,872.50
12	TV Storm Drain	25	lf	\$2.35	\$58.75
13	Extend Existing Box Culvert (Inc. headwalls and railing)	30	lf	\$1,200.00	\$36,000.00
14	Bollards	4	ea	\$900.00	\$3,600.00
15	Signs	4	ea	\$400.00	\$1,600.00
16	Pavement Markings	216	sf	\$1.65	\$356.40
17	Thermoplastic Traffic Stripe	2,400	lf	\$0.90	\$2,160.00
18	Utility Pole Relocation/Modification	2	ea	\$15,000.00	\$30,000.00
19	Fence (Type BW, 5 Strand, Metal Post)	2,200	lf	\$16.00	\$35,200.00
<b>Estimated Direct Construction Cost</b>					<b>\$256,362.65</b>
1	Mobilization	3%			\$7,690.88
2	SWPPP Compliance	3%			\$7,690.88
3	Erosion Control Measures	5%			\$12,818.13
<b>Total Estimated Direct Construction Cost</b>					<b>\$284,562.54</b>
1	Engineering	10%			\$28,456.25
2	Dry Utility Design	1.5%			\$4,268.44
3	Construction Staking	4%			\$11,382.50
4	Bond Enforcement	1.5%			\$4,268.44
5	Inspection	4%			\$11,382.50
6	Construction Management	4%			\$11,382.50
7	Contingency	10%			\$28,456.25
<b>Total Soft Cost</b>					<b>\$99,596.89</b>
<b>Total Estimated Cost</b>					<b>\$384,159.43</b>

**NOTES:**

Assumes alignment on existing ground where feasible instead of at grade w/ Bass Lake Road  
Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), if applicable
- Agency Fees and Plan Check Fees
- Easement and/or Right-Of-Way Acquisition (hard and soft costs)
- NOA Mitigation, if applicable
- Wetland Mitigation and Permitting Fees

**P23 - Country Club Class I Bike Trail**  
**H to G, G to N**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clear and Grub	3.3	ac	\$2,000.00	\$6,600.00
2	Excavation (assume 2.5cy/ft)	11,250	cy	\$20.00	\$225,000.00
3	Dust Control	3.3	ac	\$1,000.00	\$3,300.00
4	2.5" AC	36,000	sf	\$1.80	\$64,800.00
5	4" AB	36,000	sf	\$1.25	\$45,000.00
6	Drainage	1	ls	\$22,000.00	\$22,000.00
7	Bollards	6	ea	\$900.00	\$5,400.00
8	Signs	6	ea	\$400.00	\$2,400.00
9	Pavement Markings	650	sf	\$1.65	\$1,072.50
10	Thermoplastic Traffic Stripe	4,500	lf	\$0.90	\$4,050.00
11	Fencing (Type BW, 5 Strand, Metal Post)	4,500	lf	\$16.00	\$72,000.00
12	10 Car Parking Lot	1	ls	\$40,000.00	\$40,000.00
<b>Estimate Direct Construction Cost</b>					<b>\$491,622.50</b>
1	Mobilization	3%			\$14,748.68
2	SWPPP Compliance	3%			\$14,748.68
3	Erosion Control Measures	5%			\$24,581.13
<b>Total Estimate Direct Construction Cost</b>					<b>\$545,700.98</b>
1	Engineering		11.5%		\$62,755.61
2	Construction Staking		4%		\$21,828.04
3	Bond Enforcement		1.5%		\$8,185.51
4	Inspection		4%		\$21,828.04
5	Construction Management		4%		\$21,828.04
6	Contingency		15%		\$81,855.15
<b>Total Soft Cost</b>					<b>\$218,280.39</b>
<b>Total Estimated Cost</b>					<b>\$763,981.37</b>

**NOTES:**

Alignment is unknown, cost are approximated based on typical construction costs that may be expected  
 Dry utility relocation assumed completed by Country Club Drive N to G  
 Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable  
 Agency fees and plan check services  
 Blasting  
 Easement and/or Right-Of-Way acquisition (hard and soft costs)  
 NOA Mitigation and Permitting Fees  
 Wetland Mitigation and Permitting Fees

**P25 - Sidewalk  
Hwy 50 to Country Club  
B to H**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clear and Grub	0.7	ac	\$2,000.00	\$1,400.00
2	Dust Control	0.7	ac	\$1,000.00	\$700.00
3	Excavation	680	cy	\$20.00	\$13,600.00
4	Add for Export	600	cy	\$8.00	\$4,800.00
5	Sidewalk	8,700	sf	\$8.00	\$69,600.00
6	18" Storm Drain	100	lf	\$120.00	\$12,000.00
7	18" FES	2	ea	\$400.00	\$800.00
8	Grated Inlet	2	ea	\$4,100.00	\$8,200.00
9	Fabric Lined Ditch	160	lf	\$8.50	\$1,360.00
10	TV Storm Drain	100	lf	\$2.35	\$235.00
<b>Estimated Direct Construction Cost</b>					<b>\$112,695.00</b>
1	Mobilization	3%			\$3,380.85
2	SWPPP Compliance	3%			\$3,380.85
3	Erosion Control Measures	5%			\$5,634.75
<b>Total Estimated Direct Construction Cost</b>					<b>\$125,091.45</b>
1	Engineering	11.5%			\$14,385.52
2	Construction Staking	4%			\$5,003.66
3	Bond Enforcement	1.5%			\$1,876.37
4	Inspection	4%			\$5,003.66
5	Construction Management	4%			\$5,003.66
6	Contingency	10%			\$12,509.15
<b>Total Soft Cost</b>					<b>\$43,782.01</b>
<b>Total Estimated Cost</b>					<b>\$168,873.46</b>

**NOTES:**

Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), If applicable
- Blasting
- Agency Fees and Plan Check Fees
- Easement and or Right-Of-Way Acquisition (hard and soft costs)
- NOA Mitigation, if applicable
- Wetland Mitigation and Permitting Fees

**P26 - Sidewalk**  
**Country Club to Hollow Oak**  
**H to F**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clear and Grub	1.3	ac	\$2,000.00	\$2,600.00
2	Dust Control	1.3	ac	\$1,000.00	\$1,300.00
3	Excavation	30	cy	\$20.00	\$600.00
4	Import Fill from related projects	1,700	cy	\$20.00	\$34,000.00
5	Sidewalk	14,400	sf	\$8.00	\$115,200.00
6	Extra for Handicap Ramp	2	ea	\$1,900.00	\$3,800.00
7	Modify Existing Headwall and Add Railing	1	ls	\$6,500.00	\$6,500.00
8	Utility Pole Relocation	4	ea	\$15,000.00	\$60,000.00
9	Fence (Type BW, 5 Strand, Metal Post)	1,060	lf	\$16.00	\$16,960.00
<b>Estimated Direct Construction Cost</b>					<b>\$240,960.00</b>
1	Mobilization	3%			\$7,228.80
2	SWPPP Compliance	3%			\$7,228.80
3	Erosion Control Measures	5%			\$12,048.00
<b>Total Estimated Direct Construction Cost</b>					<b>\$267,465.60</b>
1	Engineering	10%			\$26,746.56
2	Dry Utility Design	1.5%			\$4,011.98
3	Construction Staking	4%			\$10,698.62
4	Bond Enforcement	1.5%			\$4,011.98
5	Inspection	4%			\$10,698.62
6	Construction Management	4%			\$10,698.62
7	Contingency	10%			\$26,746.56
				<b>Total Soft Cost</b>	<b>\$93,612.96</b>
				<b>Total Estimated Cost</b>	<b>\$361,078.56</b>

**NOTES:**

Assumes Sidewalk to be planned for 2 lane Bass Lake Road only  
Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), If applicable
- Blasting
- Agency fees and plan check services
- Easement and /or right of way acquisition (hard and soft costs)
- NOA mitigation and permitting fees
- Wetland Mitigation and Permitting Fees

**P29 - Median  
Hwy 50 to Country Club  
B to H**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Caltrans Type A1-8" Curb	750	lf	\$20.00	\$15,000.00
2	Linear Median Drain	770	lf	\$10.00	\$7,700.00
3	Median Curb	770	lf	\$25.00	\$19,250.00
4	Median Treatment (4" PCC incl. wwf reinforcement)	1,220	sf	\$8.00	\$9,760.00
5	Sawcut and Remove Existing Pavement	170	sy	\$10.00	\$1,700.00
6	4.5" AC	1,525	sf	\$3.25	\$4,956.25
7	Median Landscaping and Irrigation	3,130	sf	\$6.00	\$18,780.00
8	Traffic Control	1	ls	\$2,000.00	\$2,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$79,146.25</b>
1	Mobilization	3%			\$2,374.39
2	SWPPP Compliance	3%			\$2,374.39
3	Erosion Control Measures	5%			\$3,957.31
<b>Total Estimated Direct Construction Cost</b>					<b>\$87,852.34</b>
1	Engineering	10.5%			\$9,224.50
2	Construction Staking	4%			\$3,514.09
	Dry Utility Design	1%			\$878.52
3	Bond Enforcement	1.5%			\$1,317.79
4	Inspection	4%			\$3,514.09
5	Construction Management	4%			\$3,514.09
6	Contingency	10%			\$8,785.23
<b>Total Soft Cost</b>					<b>\$30,748.32</b>
<b>Total Estimated Cost</b>					<b>\$118,600.66</b>

**NOTES:**

Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), if applicable
- Blasting
- Agency Fees and Plan Check Fees
- Easement and or Right-Of-Way Acquisition (hard and soft costs)
- NOA Mitigation, if applicable
- Wetland Mitigation and Permitting Fees

**P30 - Median**  
**Country Club to Hollow Oak**  
**H to F**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Caltrans Type A1-8" Curb	1,490	lf	\$20.00	\$29,800.00
2	Linear Median Drain	320	lf	\$10.00	\$3,200.00
3	Median Curb	320	lf	\$25.00	\$8,000.00
4	Median Treatment (4" PCC incl. wwf reinforcement)	2,640	sf	\$8.00	\$21,120.00
5	Sawcut and Remove Existing Pavement	815	sy	\$10.00	\$8,150.00
6	4.5" AC	2,400	sf	\$3.25	\$7,800.00
7	Median Landscaping and Irrigation	1,400	ls	\$6.00	\$8,400.00
8	Thermoplastic Traffic Stripe	700	lf	\$0.90	\$630.00
9	Traffic Control	1	ls	\$3,000.00	\$3,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$90,100.00</b>
1	Mobilization	3%			\$2,703.00
2	SWPPP Compliance	3%			\$2,703.00
3	Erosion Control Measures	5%			\$4,505.00
<b>Total Estimated Direct Construction Cost</b>					<b>\$100,011.00</b>
1	Engineering	10.5%			\$10,501.16
2	Construction Staking	4%			\$4,000.44
3	Dry Utility Design	1%			\$1,000.11
4	Bond Enforcement	1.5%			\$1,500.17
5	Inspection	4%			\$4,000.44
6	Construction Management	4%			\$4,000.44
7	Contingency	10%			\$10,001.10
<b>Total Soft Cost</b>					<b>\$35,003.85</b>
<b>Total Estimated Cost</b>					<b>\$135,014.85</b>

**NOTES:**

Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), if applicable
- Blasting
- Agency Fees and Plan Check Fees
- Easement and or Right-Of-Way Acquisition (hard and soft costs)
- NOA Mitigation, if applicable
- Wetland Mitigation and Permitting Fees



**P31 - Median**  
**Hollow Oak to Hawk View**  
**F to C**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Caltrans Type A1-8" Curb	1,340	lf	\$20.00	\$26,800.00
2	Linear Median Drain	2,015	lf	\$10.00	\$20,150.00
3	Median Curb	2,015	lf	\$25.00	\$50,375.00
4	Median Treatment (4" PCC Incl. wwf reinforcement)	2,080	sf	\$8.00	\$16,640.00
5	Sawcut and Remove Existing Pavement	380	sy	\$10.00	\$3,800.00
6	4.5" AC	3,360	sf	\$3.25	\$10,920.00
7	Median Landscaping and Irrigation	7,400	ls	\$6.00	\$44,400.00
8	Traffic Control	1	ls	\$5,000.00	\$5,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$178,085.00</b>
1	Mobilization	3%			\$5,342.55
2	SWPPP Compliance	3%			\$5,342.55
3	Erosion Control Measures	5%			\$8,904.25
<b>Total Estimated Direct Construction Cost</b>					<b>\$197,674.35</b>
1	Engineering	10.5%			\$20,755.81
2	Construction Survey	4%			\$7,906.97
3	Dry Utility Design	1%			\$1,976.74
4	Bond Enforcement	1.5%			\$2,965.12
5	Inspection	4%			\$7,906.97
6	Construction Management	4%			\$7,906.97
7	Contingency	10%			\$19,767.44
<b>Total Soft Cost</b>					<b>\$69,186.02</b>
<b>Total Estimated Cost</b>					<b>\$266,860.37</b>

**NOTES:**

Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), if applicable
- Blasting
- Agency Fees and Plan Check Fees
- Easement and or Right-Of-Way Acquisition (hard and soft costs)
- NOA Mitigation, if applicable
- Wetland Mitigation and Permitting Fees

**P32 - Median**  
**Hawk View to BLHSP Boundary**  
**C to AA**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Caltrans Type A1-8" Curb	1,585	lf	\$20.00	\$31,700.00
2	Linear Median Drain	1,665	lf	\$10.00	\$16,650.00
3	Median Curb	1,665	lf	\$25.00	\$41,625.00
4	Median Treatment (4" PCC incl. wwf reinforcement)	3,620	sf	\$8.00	\$28,960.00
5	Sawcut and Remove Existing Pavement	361	sy	\$10.00	\$3,610.00
6	4.5" AC	3,265	sf	\$3.25	\$10,611.25
7	Median Landscaping and Irrigation	8,140	sf	\$6.00	\$48,840.00
8	Traffic Control	1	ls	\$5,000.00	\$5,000.00
<b>Estimated Direct Construction Cost</b>					<b>\$186,996.25</b>
1	Mobilization	3%			\$5,609.89
2	SWPPP Compliance	3%			\$5,609.89
3	Erosion Control Measures	5%			\$9,349.81
<b>Total Estimated Direct Construction Cost</b>					<b>\$207,565.84</b>
1	Engineering	10.5%			\$21,794.41
2	Dry Utility Design	1.0%			\$2,075.66
3	Construction Staking	4%			\$8,302.63
4	Bond Enforcement	1.5%			\$3,113.49
5	Inspection	4%			\$8,302.63
6	Construction Management	4%			\$8,302.63
7	Contingency	10%			\$20,756.58
<b>Total Soft Cost</b>					<b>\$72,648.04</b>
<b>Total Estimated Cost</b>					<b>\$280,213.88</b>

**NOTES:**

Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), if applicable
- Blasting
- Agency Fees and Plan Check Fees
- Easement and or Right-Of-Way Acquisition (hard and soft costs)
- NOA Mitigation, if applicable
- Wetland Mitigation and Permitting Fees

**P40 - Park and Ride**

**100 Vehicle finished/200 spaces graded**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
1	Clear and Grub	2.4	ac	\$27,500.00	\$66,000.00
2	Excavation	1,500	cy	\$26.61	\$39,915.00
3	Dust Control	2.4	ac	\$1,000.00	\$2,400.00
4	Bus Shelter	2	ea	\$10,000.00	\$20,000.00
5	Curb Ramp Truncated Domes	500	sf	\$12.00	\$6,000.00
6	Type 3 Barrier Curb	1,300	lf	\$30.00	\$39,000.00
7	CMU Retaining Wall	400	sff	\$65.00	\$26,000.00
8	Parking Bumpers (Precast)	15	ea	\$75.00	\$1,125.00
9	A.C. Saw Cut	160	lf	\$3.00	\$480.00
10	2" Parking Area A.C.	16,000	sf	\$3.55	\$56,800.00
11	3" Auto Aisle A.C.	9,200	sf	\$4.25	\$39,100.00
12	3.5" Bus Aisle A.C.	14,600	sf	\$4.35	\$63,510.00
13	Sidewalk	5,000	sf	\$9.25	\$46,250.00
14	8" Bus Pad P.C.C.	2,000	sf	\$13.50	\$27,000.00
15	6" Parking Area A.B.	16,000	sf	\$3.85	\$61,600.00
16	8" Auto Aisle A.B.	9,200	sf	\$3.95	\$36,340.00
17	12" Bus Aisle A.B.	14,600	sf	\$5.93	\$86,578.00
18	Trash Receptacles	2	ea	\$800.00	\$1,600.00
19	Fence (Type BW, 5 Strand, Metal Post)	670	lf	\$20.00	\$13,400.00
20	Pedestrian Ramps	4	ea	\$1,900.00	\$7,600.00
21	Striping	1	ls	\$5,000.00	\$5,000.00
22	Stop Signs	2	ea	\$500.00	\$1,000.00
23	Miscellaneous Signs	7	ea	\$450.00	\$3,150.00
24	18" Storm Drain	700	lf	\$160.00	\$112,000.00
25	Drain Inlet	4	ea	\$6,100.00	\$24,400.00
26	Std. 48" Drain Manhole	1	ea	\$10,900.00	\$10,900.00
27	Rock Outfall/Slope Protection	40	sf	\$9.35	\$374.00
28	T.V. Storm Drain	700	lf	\$2.35	\$1,645.00
29	Lighting & Electrical	1	ls	\$119,000.00	\$119,000.00
30	Landscape	10,250	sf	\$8.00	\$82,000.00
				<b>Estimated Direct Construction Cost</b>	<b>\$1,000,167.00</b>
	Mobilization	3%			\$30,005.01
	SWPPP Compliance	3%			\$30,005.01
	Erosion Control Measures	5%			\$50,008.35
				<b>Total Estimated Direct Construction Cost</b>	<b>\$1,110,185.37</b>
1	Engineering	10.5%			\$116,569.46
2	Dry Utility Design	1%			\$11,101.85
3	Construction Staking	4%			\$44,407.41
4	Bond Enforcement	1.5%			\$16,652.78
5	Inspection	4%			\$44,407.41
6	Construction Management	4%			\$44,407.41
7	Contingency	12%			\$133,222.24
				<b>Total Soft Costs</b>	<b>\$410,768.59</b>
				<b>Total Estimated Cost</b>	<b>\$1,520,953.96</b>

**P40 - Park and Ride**

**100 Vehicle finished/200 spaces graded**



**NOTES:**

Assumes Park & Ride to be located at sw corner of Intersection of Old Bass Lake Road and Country Club Drive

Assumes substantial site import previously completed as a part of Bass Lake Road reconstruction.

Soft costs have been set at 25% combined cost. Actual costs may vary.

Unit costs based on 4/12/18 North Silver Dove Marquez Pipeline, Inc. bid

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable.

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

**S51 - Sewer**  
**Village 2 to Plan Area**

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Clear and Grub	5.2	ac	\$2,000.00	\$10,400.00
2	Oak Tree removal	1	ls	\$45,000.00	\$45,000.00
3	Excavation (12' road w/ 1' shoulders)	15,000	cy	\$20.00	\$300,000.00
4	Dust Control	5.2	ac	\$1,000.00	\$5,200.00
5	6" AB Access Road	57,750	sf	\$1.80	\$103,950.00
6	18" Storm Drain	150	lf	\$120.00	\$18,000.00
7	Rock Lined Ditch	550	lf	\$22.50	\$12,375.00
8	Fabric Lined Ditch	6,110	lf	\$8.50	\$51,935.00
9	Rock Outfall/Slope Protection	145	sf	\$5.60	\$812.00
10	Triple 96" RCP	100	lf	\$4,200.00	\$420,000.00
11	Headwall	2	ea	\$40,000.00	\$80,000.00
12	T.V. Storm Drain	150	lf	\$2.35	\$352.50
13	8" Sewer Line	1,260	lf	\$105.00	\$132,300.00
14	10" Sewer Line	1,060	lf	\$120.00	\$127,200.00
15	12" Sewer Line	1,805	lf	\$130.00	\$234,650.00
16	48" Sanitary Sewer Manhole	12	ea	\$8,800.00	\$105,600.00
17	48" Sanitary Sewer Manhole w/ Lining	6	ea	\$11,800.00	\$70,800.00
18	Connect to (E) Sewer Line	1	ea	\$2,500.00	\$2,500.00
19	T.V. Sewer Line	4,125	lf	\$2.35	\$9,693.75
<b>Total Estimated Direct Construction Cost</b>					<b>\$1,730,768.25</b>
1	Mobilization	3%			\$51,923.05
2	SWPPP	3%			\$51,923.05
3	Erosion Control Measures	5%			\$86,538.41
<b>Total Estimated Direct Construction Cost</b>					<b>\$1,921,152.76</b>
1	Engineering	7%			\$134,480.69
2	Construction Staking	4%			\$76,846.11
3	Bond Enforcement	1.5%			\$28,817.29
4	Inspection	4%			\$76,846.11
5	Construction Management	4%			\$76,846.11
6	Contingency	15%			\$288,172.91
<b>Total Soft Cost</b>					<b>\$682,009.23</b>
<b>Total Estimated Cost</b>					<b>\$2,603,161.99</b>

**NOTES:**

Oak Tree Removal assumes 50-100 trees, actual impact is unknown at this time

Excess Material to be placed on site

Soft costs have been set at 21.5% combined costs, actual costs may vary. It is expected engineering costs may be lower than a full roadway project design.

**EXCLUSIONS:**

Water quality (permanent BMPs), if applicable.

Blasting

Agency Fees and Plan Check Fees

Easement and/or Right-Of-Way Acquisition (hard and soft costs)

NOA Mitigation, if applicable

Wetland Mitigation and Permitting Fees

**W60 - Water**  
**F to E to Q**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Dust Control	0.3	ac	\$1,000.00	\$300.00
2	6" AB Access Road	19,900	sf	\$1.80	\$35,820.00
3	8" Line Inc. Fittings	50	lf	\$90.00	\$4,500.00
4	10" Line Incl. Fittings	260	lf	\$125.00	\$32,500.00
5	10" Line Incl. Fittings in existing roadway	480	lf	\$145.00	\$69,600.00
6	12" Line Incl. Fittings	1,670	lf	\$175.00	\$292,250.00
7	24" Line Incl. Fittings	30	lf	\$550.00	\$16,500.00
8	8" Gate Valve	1	ea	\$2,000.00	\$2,000.00
9	10" Gate Valve	1	ea	\$2,700.00	\$2,700.00
10	12" Gate Valve	3	ea	\$3,100.00	\$9,300.00
11	2" Blow Off Valve	1	ea	\$2,000.00	\$2,000.00
12	4" Blow Off Valve	2	ea	\$5,500.00	\$11,000.00
13	1" Air Release Valve	1	ea	\$3,000.00	\$3,000.00
14	2" Air Release Valve	3	ea	\$5,000.00	\$15,000.00
15	Traffic Control	1	ls	\$2,500.00	\$2,500.00
16	Pressure Reducing Station	1	ea	\$95,000.00	\$95,000.00
17	Connect to (E) Water Line	3	ea	\$2,500.00	\$7,500.00
<b>Estimated Direct Construction Cost</b>					<b>\$601,470.00</b>
	Mobilization	3%			\$18,044.10
	SWPPP Compliance	3%			\$18,044.10
	Erosion Control Measures	2%			\$12,029.40
<b>Total Estimated Direct Construction Cost</b>					<b>\$649,587.60</b>
1	Engineering	11.5%			\$74,702.57
2	Construction Staking	4%			\$25,983.50
3	Bond Enforcement	1.5%			\$9,743.81
4	Inspection	4%			\$25,983.50
5	Construction Management	4%			\$25,983.50
6	Contingency	12%			\$77,950.51
<b>Total Soft Cost</b>					<b>\$240,347.41</b>
<b>Total Estimated Cost</b>					<b>\$889,935.01</b>

**NOTES:**

6" AB Access Road is assumed, but may not be necessary dependent upon timing of construction of primary local roads. Water is assumed to be installed prior to roadway improvement.  
 Grading, Drainage, etc. associated w/ roadway has been separately estimated.  
 Soft costs have been set at 25% combined cost. Actual costs may vary.

**EXCLUSIONS:**

- Water quality (permanent BMPs), if applicable.
- Blasting
- Agency Fees and Plan Check Fees
- Easement and/or Right-Of-Way Acquisition (hard and soft costs)
- NOA Mitigation, if applicable
- Wetland Mitigation and Permitting Fees

**Summary ROW & Easement Acquisitions**

7/28/20

OWNER/GRANTOR	APN	PURPOSE OF ACQUISITION	ACRES OR SF	PURCHASE COST	ADD FEES PAID
<b>T1 - Bass Lake Road / Country Club Drive Realignment (H-I)</b>				\$ 104,800	\$ 2,702
<b>P10 - BLR Fire Station Access</b>				\$ 7,500	\$ -
<b>P11 - Morrison Road</b>				\$ 135,880	\$ 95,964
<b>P12 - PUE Silver Dove Q-E</b>				\$ 222,505	\$ 7,320
<b>P13 - Silver Dove Way (School Access) G-Q</b>				\$ 215,000	\$ 2,075
<b>P16 - Hawk View Access - Silver Dove C-D</b>				\$ 75,000	\$ 5,622
<b>P40 - Park &amp; Ride</b>				\$ 206,365	\$ 1,230
<b>S51 - Sewer (Village C2 to Plan Area)</b>				\$ 112,762	\$ 11,193
<b>S52 - Utility Easement</b>				\$ 200,000	\$ -
<b>TOTALS (TIM &amp; PFFP)</b>				\$ 1,279,812	\$ 126,106

TOTAL ROW PURCHASE COSTS & FEES PAID \$ 1,405,918

	<i>PFFP ROW Cost portion</i>	\$ 1,279,812	\$ 126,106
<b>Total PFFP ROW Purchase Costs &amp; Fees Paid</b>		<b>\$ 1,405,918</b>	
	DUE (Estimate)	1,359	
	ROW PFFP Cost/DUE	\$ 1,035	

**T1 - Bass Lake Road Reconstruction and Country Club Drive Extension  
B to H, H to I, and L**

**P45 - Other Soft Costs**

T1 - Agency Fees +	100,000
P11 - Agency Fees +	85,000
P40 - Agency Fees +	15,000
TOTAL	<u>200,000</u>

*Estimated order-of-magnitude costs*



Bass Lake Hills Specific Plan							
Land Use	Land Use		Low	Medium	High	TOTAL	
			Density	Density	Density		
	Units		258	556	545	1,359	
	Price (a)		\$ 800,000	\$ 700,000	\$ 600,000	\$ 678,882	
		Less Homeowners Exemption	\$ (7,000)	\$ (7,000)	\$ (7,000)	\$ (7,000)	
			\$ 793,000	\$ 693,000	\$ 593,000	\$ 671,882	
Tax Information	<b>Ad Valorem: (b)</b>	%					
	General	1.0000%	\$ 7,930	\$ 6,930	\$ 5,930	\$ 6,719	
	School Dist/Los Rios College	0.04990%	\$ 396	\$ 346	\$ 296	\$ 335	
		Subtotal	1.0499%	\$ 8,326	\$ 7,276	\$ 6,226	\$ 7,054
	<b>Special Taxes/Assessment: (b)</b>						
	Project Maint (CFD/LLD)						
	Park Maint	\$ 416	\$ 416	\$ 416	\$ 416	\$ 416	
	CSA No. 10 (Solid Waste)	\$ 17	\$ 17	\$ 17	\$ 17	\$ 17	
	CSA No. 10 HSE Hazard Waste	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	
	CSA No. 7 Ambulance	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	
	EID GO Land Only	\$ 9	\$ 10	\$ 9	\$ 8	\$ 9	
	EDH CSD CC&R Compliance	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	
	Library Tax Zone	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	
	Zone of Benefit	\$ 170	\$ 170	\$ 170	\$ 170	\$ 170	
	CSA No. 9 Road & Drainage	\$ 381	\$ 381	\$ 381	\$ 381	\$ 381	
	Subtotal		\$ 1,057	\$ 1,056	\$ 1,055	\$ 1,056	
<b>New CFD Special Tax</b>							
CFD - Infrastructure			\$ 3,000	\$ 2,500	\$ 2,000	\$ 2,394	
Total Tax Per Land Use			\$ 12,383	\$ 10,832	\$ 9,280	\$ 10,504	
Total Tax Rate %			1.55%	1.55%	1.55%	1.55%	
	CFD Special Tax For Bonding		\$ 774,000	\$ 1,390,000	\$ 1,090,000	\$ 3,254,000	
<b>CFD Bond Size Analysis</b>							
			<u>Level Debt Service</u>		<u>Escalated Debt Service</u>		
	<b>Sources of Funds:</b>						
	Principal Amount of Bonds	5.75%	\$ 40,640,000		\$ 51,330,000		
	Less Underwriter's Discount	2.00%	(812,800)		(1,026,600)		
	Net Bond Proceeds		\$ 39,827,200		\$ 50,303,400		
	<b>Use of Funds:</b>						
	Debt Service Reserve Fund		\$ 2,912,727		\$ 4,916,743		
	Capitalized Interest		2,336,800		2,951,475		
	Costs of Issuance	3.00%	1,219,200		1,539,900		
	<b>Improvement Fund</b>		<b>33,358,473</b>		<b>40,895,282</b>		
	Total Uses of Funds		\$ 39,827,200		\$ 50,303,400		
	<b>Net Proceeds per Unit / Acre</b>						
	Per Unit / Acre		\$ 24,546		\$ 30,092		
<b>Notes:</b>							
(a) Per developer.							
(b) Per El Dorado County tax rate area, tax bill information, preliminary EPS analysis.							

## **Appendix C**

### **Bass Lake Hills Plan Area Fee Program**

#### **Nexus Study**

## TABLE OF CONTENTS

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<b>I.</b>	<b>EXECUTIVE SUMMARY</b> .....	2
	Introduction.....	2
	Summary of Findings .....	2
<b>II.</b>	<b>DEVELOPMENT ASSUMPTIONS</b> .....	3
	Land Use .....	3
	Single Family Residential .....	4
	Church.....	4
	Demand Factors.....	4
	Dwelling Unit Equivalents .....	5
<b>III.</b>	<b>FEE PROGRAM COST ESTIMATES</b> .....	5
	Transportation.....	5
	Sewer.....	5
	Water.....	5
<b>IV.</b>	<b>COST ALLOCATION &amp; FEE CALCULATION</b> .....	6
	Cost Allocation.....	6
	Fee Calculation .....	7
<b>V.</b>	<b>NEXUS FINDINGS</b> .....	8
<b>VI.</b>	<b>NEXUS ADOPTION &amp; ADMINISTRATION</b> .....	9

### Tables

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**Table 1 – Plan Area Fee Summary**

**Table 2 – Public Improvement Summary**

**Table 3 – Land Use Summary**

**Table 4 – Dwelling Unit Equivalent**

**Table 5 – DUE Allocation Factors**

**Table 6 – Cost Allocation**

**Table 7 – Plan Area Fee**

# I. EXECUTIVE SUMMARY

## **Introduction**

As development occurs within the Bass Lake Hills Specific Plan (“Specific Plan”) of the County of El Dorado (“County”), new public improvements are required to meet the increased demand generated from new development. Public improvements will be funded as part of the Base Lake Hills Public Facilities Finance Plan and associated fee program (“Plan Area Fee”) in order to deliver transportation, sewer and water improvements in a timely fashion. The County previously approved a Bass Lake Hills Public Facilities Finance Plan on June 8, 2004. This updated Plan Area Fee will apply to all future development within the Specific Plan upon the adoption of the appropriate ordinances and resolutions.

The Plan Area Fee adheres to the Mitigation Fee Act, also known as AB 1600, as found in Government Code Section 66000 and is established by the County through adoption of this plan area fee nexus study (“Nexus Study”). The imposition of impact fees requires the Nexus Study to demonstrate that a reasonable relationship or “nexus” exists between the need for additional public improvements and new development within the Specific Plan. In particular, a local jurisdiction imposing a fee must determine the following:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee’s use for the public facility and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The Plan Area Fee anticipated being collected on the land uses within the Specific Plan is based on each land use’s proportional share of the public improvements. The remaining residential land uses in the Specific Plan are anticipated to be single family detached units and are assigned a dwelling unit equivalent factor of 1.0 for transportation, sewer and water improvements. See Section IV below for additional details related to cost allocations.

## **Summary of Findings**

The Plan Area Fee consists of a public infrastructure fee with the following components: (i) transportation, (ii) sewer, (iii) water and (iv) administration. The administration component will fund the County’s cost of fee collection, accounting and updates. The following Table 1 summarizes the findings presented in the Nexus Study.

**Table 1  
Plan Area Fee Summary**

<b>Bass Lake Hills Specific Plan</b>			
<b>Bass Lake Hills Plan Area Fee/Unit</b>	<b>Western Shed</b>	<b>Eastern Shed</b>	
	<b>Single Family Residential</b>	<b>Single Family Residential</b>	<b>Church</b>
<b>Transportation</b>	\$ 12,323	\$ 12,323	\$ 12,323
<b>Sewer</b>	\$ 2,806		
<b>Water</b>	\$ 655	\$ 655	\$ 655
<b>Admin (4.0%)</b>	\$ 631	\$ 519	\$ 519
<b>Subtotal Plan Area</b>	<b>\$ 16,415</b>	<b>\$ 13,497</b>	<b>\$ 13,497</b>

New development within the Specific Plan creates increased demand on the public improvements and consequently impacts the level of service of public improvements provided to both residents and employees. When service levels are inadequate new or expanded public improvements are required. Table 2 below summarizes the type and cost of public improvements required to meet this increased demand.

**Table 2  
Public Improvement Summary**

<b>Item</b>	<b>Cost (i)</b>
Transportation	
Roadways	\$ 11,736,470
Bass Lake Road Enhancements	\$ 3,266,397
Ancillary Facilities	\$ 1,743,549
	<b>\$ 16,746,416</b>
Sewer	\$ 2,927,117
Water	\$ 889,935
	<b>\$ 20,563,468</b>
(i) Does not include administrative costs at \$822,538 or 4%.	

## II. DEVELOPMENT ASSUMPTIONS

### **Land Use**

The Specific Plan comprises approximately 1,414 acres and is anticipated for development of 1,458 housing units, 24 acres of parks, and 9 acres of schools with 151 acres of open space throughout the Specific Plan area. A portion of the Specific Plan was previously developed, leaving an anticipated 1,359 residential units for development. Table 3 below summarizes the Specific Plan land uses.

**Table 3  
Land Use Summary**

Specific Plan						
Land Use Category	Land Use	Original Specific Plan			Developed	Remaining
		Acres	Density	Units	Units	Units
<b>Residential</b>						
Low Density	L.2 PD	171	0.2	33	-	33
Low Density	L.7 PD	361	0.6	225	-	225
Medium Density	MPD	403	1.5	601	99	502
High Density	H3PD	149	2.4	364	-	364
High Density	H4PD	49	3.7	181	-	181
	<b>Subtotal</b>	<b>1,133</b>		<b>1,404</b>	<b>99</b>	<b>1,305</b>
Church		34	1.6	54		54
	<b>Subtotal Residential</b>	<b>1,167</b>		<b>1,458</b>	<b>99</b>	<b>1,359</b>
<b>Other</b>						
Parks		24				
Open Space		151				
Schools		9				
Fire Station		2				
Park & Ride		2				
	<b>Subtotal Public Other</b>	<b>188</b>				
<b>Roads/Right of Way</b>		<b>60</b>				
<b>Total</b>		<b>1,414</b>		<b>1,458</b>	<b>99</b>	<b>1,359</b>
Nexus Study Land Uses						
Land Use Category		DUE Factor		Remaining Units		Remaining DUE
Single Family Residential		1.00		1,305		1305
Church		1.00		54		54
				<b>1,359</b>		<b>1,359</b>

**Demand Factors**

Public improvement costs are allocated among the Specific Plan’s residential land uses. The allocation of public improvements is based on engineering standards and demand factors as determined by the Specific Plan’s engineering data.

Additionally, the public improvements have been allocated based on specific dwelling unit equivalent (“DUE”) factors. These DUE based allocations are the foundation for determining the equitable allocation of public improvements within the Specific Plan. Table 4 below references the public improvement categories and the dwelling unit equivalents allocated to each category.

**Table 4  
Dwelling Unit Equivalent**

Category	DUE
Transportation (i)	1,359
Sewer (Western Shed)	1,043
Water	1,359

(i) Includes: Roadway, Bass Lake Road Enhancements,  
& Ancillary Facilities

**III. FEE PROGRAM COST ESTIMATES**

The Specific Plan will require transportation, sewer and water improvements to achieve buildout. Cost estimates for the public improvements have been prepared by CTA Engineering & Surveying (“CTA”). Table 2 above summarizes the \$19.1 million of public improvements to be financed by the Plan Area Fee. Refer to **Appendix A** of the Bass Lake Hills Public Facility Finance Plan for the detailed cost estimates. A general description of the public improvements to be financed by the Plan Area Fee is as follows:

**Transportation**

The transportation improvements include roadways, Bass Lake Road enhancements (bikeways, sidewalks, medians) and ancillary facilities (Park and Ride lot) located at the southwest corner of the intersection of Old Bass Lake Road and Country Club Drive. The transportation improvements include softs costs, such as right of way acquisition, engineering and permitting agency fees and charges. Certain storm drain facilities are required because of the transportation improvements and will be constructed with the roadways. Therefore, storm drain costs are included in the transportation improvement cost estimates. Transportation Plan Area Fee costs are estimated at \$15.5 million.

**Sewer**

The Specific Plan area is bifurcated into western and eastern sewer sheds. The western sewer shed flows into the South Upland Sewer Line which flows to the El Dorado Hills Wastewater Treatment Plant. The western shed comprises about three-quarters of the Specific Plan and will directly benefit from the utility easement extending west of the Specific Plan area and main sewer line extending west through Serrano Village C-2 that will connect this portion of the Specific Plan area to the South Uplands Sewer Line. Sewer infrastructure for the western sewer shed will provide sewer services to this portion of the Specific Plan area and includes providing an eight to 12-inch sewer line. The eastern sewer shed area will connect to the existing sewer system located in the Southeast portion of the Specific Plan adjacent to the Cameron Park area that runs to the Deer Creek Wastewater Treatment Plant. The eastern sewer shed will be exempt from paying the sewer component of the Plan Area Fee because it will not be connecting to the sewer line that will run west of the Specific Plan area. Sewer Plan Area Fee costs are estimated at \$2.8 million.

**Water**

One major water infrastructure improvement is included in the Plan Area Fee. This facility includes eight (8) to twenty four (24) inch pipes connecting water to the Bass Lake Hills school site from the

existing water distribution network located at Hollow Oak Road and Bass Lake Road. Water Plan Area Fee costs are estimated at \$890 thousand.

#### IV. COST ALLOCATION & FEE CALCULATION

The following section outlines the cost allocation methodology and identifies the proposed Plan Area Fee in order to fund the required public improvements necessary to support buildout of the Specific Plan.

##### **Cost Allocation**

The purpose of allocating the public improvements among the various residential land uses is to provide an equitable method of funding required facilities. The critical elements to apportioning the public improvements to the residential land uses is the assumption that demands placed on facilities are related to the specific type of land use and these demands can be stated in relative terms. This relative demand by land use type creates a reasonable relationship or nexus in which costs can be fairly and equitably apportioned.

A dwelling unit equivalent is a common demand factor which allows the allocation of public improvement costs among the residential land uses. A dwelling unit equivalent is defined as the amount of facility use for each land use type relative to a single family detached unit; therefore the DUE for a single family detached unit is 1.0. The remaining residential land uses in the Specific Plan are anticipated to be single family detached units and are assigned a DUE factor of 1.0 for transportation, sewer and water improvements.

The DUEs are calculated for the residential land uses and each residential land use is assigned a percentage share of the total DUEs. The percentage share of the DUEs is multiplied by the total facility costs to determine the residential land uses allocated fair share of the public improvements. The DUE allocation table is shown in Table 5 below.

**Table 5  
DUE Allocation Factors**

<b>Transportation</b>	<b>Unit</b>	<b>DUE Factor</b>	<b>DUE</b>	<b>%</b>
Single Family Residential	1,305.00	1.00	1,305.00	96.0%
Church	54.00	1.00	54.00	4.0%
	<u>1,359.00</u>		<u>1,359.00</u>	100.0%
<b>Sewer (Western)</b>	<b>Unit</b>	<b>DUE Factor</b>	<b>DUE</b>	<b>%</b>
Single Family Residential	1,043.00		1,043.00	100.0%
<b>Water</b>	<b>Unit</b>	<b>DUE Factor</b>	<b>DUE</b>	<b>%</b>
Single Family Residential	1,305.00	1.00	1,305.00	96.0%
Church	54.00	1.00	54.00	4.0%
	<u>1,359.00</u>		<u>1,359.00</u>	100.0%



### Fee Calculation

The Plan Area Fee presented in this Nexus Study is based on the best available cost and land use information. Changes to these assumptions or the identification of additional funding sources should trigger a reevaluation of the Plan Area Fee. Periodic review of these assumptions by County staff is recommended to determine the need for any updates. The public improvement cost allocation is summarized in the following Table 6.

**Table 6  
Cost Allocation**

Specific Plan				
Public Improvements	Transportation	Sewer		Total Public Improvements
		(Western Shed)	Water	
<b>Land Use</b>				
Single Family Res.	\$ 16,080,996	\$ 2,927,117	\$ 854,573	\$ 19,862,686
Church	\$ 665,421		\$ 35,362	\$ 700,782
<b>Public Improvements</b>	<b>\$ 16,746,416</b>	<b>\$ 2,927,117</b>	<b>\$ 889,935</b>	<b>\$ 20,563,468</b>
<b>DUE</b>	<b>1,359</b>	<b>1,043</b>	<b>1,359</b>	
<b>Public Improvement / DUE</b>	<b>\$ 12,323</b>	<b>\$ 2,806</b>	<b>\$ 655</b>	

In addition to the cost of public improvements the Plan Area Fee will include an administrative component of four percent (4.0%). The administration component will fund the cost of fee collection, accounting and updates. Table 7 below provides a summary of the Plan Area Fee.

**Table 7  
Plan Area Fee**

Specific Plan - Western Shed					
	Fee Program Components				Total Infrastructure Fee
	Roadways	Sewer (Western Shed)	Water	Admin 4%	
<b>Land Use</b>					
Single Family Residential	\$ 12,323	\$ 2,806	\$ 655	\$ 631	\$ 16,415
<b>Specific Plan - Eastern Shed</b>					
	Fee Program Components				Total Infrastructure Fee
	Roadways	Water	Admin 4%		
<b>Land Use</b>					
Single Family Residential	\$ 12,323	\$ 655	\$ 519		\$ 13,497
Church	\$ 12,323	\$ 655	\$ 519		\$ 13,497

## V. NEXUS FINDINGS

The following section outlines the legislative requirements to demonstrate a legal justification for the Plan Area Fee. The justification of the Plan Area Fee on new residential development shall provide information consistent with Government Code Section 66000. The legislative requirements are as follows.

### **Purpose of the Fee**

The purpose of the Plan Area Fee is to fund transportation, sewer and water improvements to meet the needs of new residential development within the Specific Plan.

### **Use of the Fee**

A Plan Area Fee will be used to fund the cost of transportation, sewer and water public improvements required to meet the increased demand of vehicular, pedestrian and bike traffic, sewer conveyance and water transmission. In addition to the public improvements the Plan Area Fee will fund administrative costs of fee collection, accounting and updates.

### **Reasonable Relationship between the Use of the Fee and Type of Development on which the Fee is Imposed (Benefit)**

A Plan Area Fee will be used to fund the public improvements described in Section III of this study. The Plan Area Fee will be used to expand the transportation, sewer and water improvements required to meet the demands created by new residential development. As such, a reasonable relationship exists between the use of the Plan Area Fee and residential development on which the fee will be imposed.

### **Reasonable Relationship between the Need for the Public Facility and Type of Development Project on which the Fee is Imposed (Burden)**

The residents of the new residential development in the Specific Plan will generate additional trips, increase sewer discharge and consume more water. The transportation, sewer and water demands were based on engineering studies developed to meet the required buildout of the Specific Plan. Since the public improvements are required to service buildout of the Specific Plan a reasonable relationship exists between the need for the Plan Area Fee and the new residential development.

### **Reasonable Relationship between the Amount of the Fee and the Cost of the Public Facility or Portion of the public Facility Attributed to the Development on which the Fee is Imposed (Proportionality)**

The cost of the transportation, sewer and water public improvements are allocated to the residential land uses according to the proportional impact or demand generated from each residential land use. The demand for the transportation, sewer and water public improvements are measured by factors representing the impact created by the residential land use relative to a single family detached unit or dwelling unit equivalent. A reasonable relationship exists between the amount of the Plan Area Fee and the cost of the transportation, sewer and water public improvements associated with the residential land uses within the Specific Plan since the costs are allocated based on the demand created by new trips, sewer discharge and water consumption associated by the residential land uses.

## VI. NEXUS ADOPTION & ADMINISTRATION

### **Adoption**

This section contains a general outline and recommendations for the adoption and administration of a Plan Area Fee. The specific statutory requirements for adoption and administration of the Plan Area Fee are found in the California Government Code Section 660000. The Plan Area Fee should be adopted by the County Board of Supervisors through an ordinance authorizing collection of the fee and through a resolution establishing the fee. The Plan Area Fee would be effective 60 days following the County Board of Supervisors final action on the adoption of the Nexus Study, the ordinance authorizing collection of the fee and the resolution establishing the fee.

### **Administration**

The proceeds from the Plan Area Fee should be deposited into a separate fund or account to eliminate any commingling of fees with other revenue. The Plan Area Fee should be expended solely for the purpose for which they were collected. Any interest earned by such fund or account should be deposited in that fund or account and expended solely for the purpose for which originally collected.

The following data must be made available to the public within 180 days after the end of each fiscal year:

- A brief description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the account
- The fees collected that year and the interest earned
- An identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement
- An identification of an approximate date by which the construction of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement
- A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account, and
- The amount of money refunded under Government Code Section 66001.

The fifth fiscal year following the receipt of any Plan Area Fee and every five (5) years thereafter, the County shall make the following findings with respect to that portion of the account or fund remaining unexpended:

- Identify the purpose to which the fee is to be put
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements, and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account of fund.

The Nexus Study recommends that the costs of the public improvements and associated Plan Area Fee be updated and/or indexed annually based on actual cost changes or the use of a construction cost

index. If an index is used, the County will adjust the Plan Area Fee by the annual change in the ENR Construction Cost Index for San Francisco on March 1st of each calendar year as reported in the ENR for the 12 month period ending December 31.

### **Credit and Reimbursement**

A developer who funds the construction of public improvements included with the Plan Area Fee will be eligible for credit or reimbursement. The criteria for credit and reimbursement eligibility will be established by a credit and reimbursement agreement between the developer and County. The eligibility criteria within the credit and reimbursement agreement will include, but not be limited to, the following:

1. Construction of public improvements: Developer shall cause the construction of the public improvements in accordance with the plans for the public improvements approved by the County, and in accordance with County improvement standards. Developer shall be responsible for obtaining all necessary permits and prior to commencement of work the developer shall comply with the following: (1) obtain pre-approval from County of construction documents; (2) cause its contractor to obtain an encroachment permit from County prior to commencement of construction activities in County's right of way (and adjacent thereto), if needed; (3) cause its contractor to provide insurance and related documentation to County and (4) post, or cause its contractor to post, performance and payment bonds for the public improvements in favor of the County in an amount and form acceptable to the County. In addition, prior to County acceptance of the completed public improvements, developer shall post, or cause its contractor to post, a warranty bond in the amount of ten percent (10%) of the amount of the performance and payment bonds accepted by the County for the public improvements. Prevailing wages will be required for the public improvements.
2. Eligible public improvement costs: The costs of the public improvements eligible for credit and reimbursement shall include actual construction costs, onsite and offsite right-of-way and utility easement acquisition costs, design, engineering, environmental review and mitigation, permits, surveys and inspection, bond premiums, construction management and other costs funded by the Plan Area Fee advanced or incurred by developer to acquire and complete the construction of the public improvements. Upon completion of the public improvements a final determination of eligible costs shall be determined by the County pursuant to documentation provided by developer.
3. Fee Credit and Reimbursement: Developer shall receive fee credits for eligible costs up to the Plan Area Fee independent of the infrastructure component (transportation, sewer and/or water) built. However, fee credits shall not apply to the administrative portion of the Plan Area Fee. Fee credits in excess of the fee obligation may, at developers sole discretion, either (i) be applied as credits for other projects within the Specific Plan (ii) assigned to other developers to be applied as credits or (iii) reimbursed to developer. Reimbursement shall be paid by the County (i) within thirty (30) days after acceptance of the public improvements and determination by County of eligible costs thereto, subject to availability of funds at the time such payment is due, and (ii) thereafter, if the then-available funds are not adequate to fully fund such payment, then the County's obligation shall continue quarterly thereafter as funds are available, for an additional twenty (20) years after such initial payment date, with annual adjustments continuing thereon until final payment is received in full.

4. Annual Adjustments: The amount of credits and reimbursement shall be adjusted, up or down, consistent with any updating or indexing of the Plan Area Fee and related public improvement costs by the annual percentage change in the Engineering News Record Construction Cost Index or comparable index (the “CCI”) for San Francisco for each calendar year ending December 31, provided any such downward adjustment shall not go below the actual cost of the public improvements generating such credits, as approved by the County. The annual adjustment shall occur annually on March 1.

## MEMORANDUM

To: Rommel Pabalinas – Principal Planner, El Dorado County

From: Daron Anderson – Winn Communities

Date: November 1, 2018

Subject: **Summary of Differences**  
**BASS LAKE HILLS PUBLIC FACILITIES FINANCE PLAN – 2018 UPDATE**

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This Memorandum summarizes the key differences between the 2004 Bass Lake Hills Public Facilities Finance Plan (“2004 Finance Plan”) and the 2018 Bass Lake Hills Public Facilities Finance Plan (“2018 Finance Plan”; together “Finance Plans”). While the 14 years that separate the Finance Plans make comparison difficult as the two plans are like comparing apples to oranges, the following key Finance Plan differences relate to:

1. Significant changes to build-out assumptions associated with the economic climates in 2004 and 2018 with a deep recession experienced within that 14 year time span.
2. New Conditions of Approval approved in 2016 for Bass Lake Hills Phase 1A (Hawk View, Bell Woods and Bell Ranch), particularly the associated roadway improvement conditions that address existing traffic/intersection deficiencies
3. 2016 Phase 1A Conditions of Approval that change the timing and phasing of the infrastructure improvement assumptions included in the 2004 Finance Plan (e.g. the 2004 Finance Plan “critical mass” assumption of 300 units no longer applies)
4. Increased up-front major roadway improvements and costs necessitated by recent traffic study findings (e.g. widening Bass Lake Road from Segment F to H has been pushed back to later phases within the Bass Lake Hills Specific Plan area but a combined widening of Bass Lake Road from B to H and new, realigned Country Club Drive and new intersection at H will be built earlier by Phase 1A to address existing level of service deficiencies)
5. Updated 2018 Finance Plan Capital Improvement Program and associated improvement cost estimates based on current engineering plans and bids, particularly for Phase 1A improvements
6. Updated 2018 TIM facilities within the Bass Lake Hills Specific Plan area and associated improvement cost estimates based on current engineering plans and bids, particularly for Phase 1A improvements
7. A reorganized Capital Improvement Program that reflects the latest TIM and 2018 Finance Plan programs, as well as previously built road improvements and actual sewer sheds (See attached Capital Improvement Programs as depicted in Table 1 (2004) and 2 (2018) of the Finance Plans)
8. The Planning Commission Staff Reports for the March 24, 2016 Hawk View, Bell Woods and Bell Ranch (Phase 1A projects per the 2004 Finance Plan) Tentative Map Revisions and Major Roadway-related Modifications of Conditions Summary (attached)

**Table 1**

**Bass Lake Hills Public Facilities Financing Plan  
RIF, TIM, and Bass Lake Hills Fee Program Facilities  
Specific Plan Buildout (1,404 Units)**

Item	Apx	Segment	Total Cost
<b>Major Roadway</b>			
<b>Bass Lake Road</b>			
Segment 1 - Hwy 50 to Hollow Oak Road [1]	A-1	B-F	\$3,619,500
Segment 2 - Hollow Oak to No. BLHSP Boundary	A-1	A-F	\$2,968,000
Segment 3 -No. BLHSP Boundary to Exist Bass Lake Rd.	A-1	Off-site	\$939,700
<b>Total Bass Lake Road Improvements</b>			<b>\$7,527,200</b>
<b>Bass Lake Road/Hwy 50 Interchange PSR</b>	A-2		<b>\$250,000</b>
<b>Country Club Drive</b>			
Segment 1 - Bass Lake Road to Eastern boundary	A-3	H-M	\$1,775,100
Segment 2 - Bass Lake Rd. to Silver Dove (School Access)	A-3	G-H	\$295,800
Segment 3 - Silver Dove to Western Boundary	A-3	G-N	\$986,200
<b>Total Country Club Drive</b>			<b>\$3,057,100</b>
<b>Total Major Roadway</b>			<b>\$10,834,300</b>
<b>Bass Lake Hills Fee Program - Roadway</b>			
<b>Primary and Secondary Roads</b>			
Hollow Oak Road - East of Bass Lake Road	B-1	F-K	\$2,195,700
Hollow Oak Road Extension - West of Bass Lake Road	B-2	E-F	\$383,600
Morrison Road	B-3	J-I	\$1,679,100
Silver Dove Way	B-4	G-C	\$2,419,200
Silver Dove Way Extension	B-5,6	C-O	\$1,213,400
3 Traffic Signals - Above Ground Items	B-7		\$942,600
<b>Total Primary and Secondary Roads</b>			<b>\$8,833,600</b>
<b>Bass Lake Road/Hwy 50 Interchange Ramp/Meter Improvements</b>	B-8		<b>\$500,000</b>
<b>Total Bass Lake Hills Fee Program - Other Roadway</b>			<b>\$9,333,600</b>
<b>Bass Lake Hills Fee Program - Other Public Facilities</b>			
<b>Bass Lake Road - Bike Lane and Sidewalk</b>			
Segment 1 - Hwy 50 to Hollow Oak Road	B-9,10	B-F	\$283,300
Segment 2 - Hollow Oak to No. BLHSP Boundary	B-9,10	A-F	\$202,300
Segment 3 - No. BLHSP Boundary to Exist Bass Lake Rd.	B-9a,10a	Off-site	\$20,200
<b>Total Bass Lake Road - Bike Lane and Sidewalk</b>			<b>\$505,800</b>
<b>Country Club Drive - 8' Width Bike Lane</b>			
Segment 1 - Bass Lake Road to Eastern boundary	B-11	H-M	\$434,800
Segment 2 - Bass Lake Rd. to Silver Dove (School Access)	B-11	G-H	\$72,500
Segment 3 - Silver Dove to Western Boundary	B-11	G-N	\$322,100
<b>Total Country Club Drive</b>			<b>\$829,400</b>
<b>School Infrastructure Water and Sewer</b>	B-12		<b>\$1,113,200</b>
<b>Other Public Facilities</b>			
Park & Ride - 100 Vehicles	B-13		\$900,000
Park Acquisition & Development Surcharge			\$1,181,100
Walking Trail	B-14		\$108,800
Open Space Requirement	B-15		\$1,511,500
<b>Total Other Public Facilities</b>			<b>\$3,701,400</b>
<b>Specific Plan Contingency</b>			<b>\$500,000</b>
<b>Total Bass Lake Hills Fee Program - Other Pub. Facilities</b>			<b>\$6,649,800</b>
<b>TOTAL BUILDOUT COST</b>			<b>\$26,817,700</b>

"FP Table 1"

Source: Cooper Thome & Associates and EPS estimates.

12580 model 15.xls

## Table 2 – Capital Improvement Program

Table 2

Bass Lake Hills - TIM & Updated Public Facilities Finance Plan  
Capital Improvement Program Cost Summary

9/21/2018

Proj #	Item	Description	Segment	Cost
<b>Major Roadways (TIM Improvements)</b>				
T1	Bass Lake Road/Country Club (1)	Includes realignment w Bike Trail (L)	B-H/H-I & L	\$ 11,778,417
T2	Country Club (2)		H-G	\$ 853,740
T3	Country Club		G-N	\$ 3,492,327
T4	Hwy 50/Bass Lake Interchange (3)	Off-ramp Signal/Lane Capacity	E/B Off-ramp	\$ 240,000
T6	Traffic Signal (4)(i)	Bass Lake Road/Country Club	H	\$ 404,005
T7	Traffic Signal (i)	Bass Lake Road/Hollow Oak	F	\$ 404,005
T8	Traffic Signal (i)	Bass Lake Road/Silver Dove	C	\$ 396,005
<b>Major Roadway Subtotal</b>				<b>\$ 17,568,500</b>
<b>Bass Lake Hills PFFP Transportation Improvements</b>				
<b>Roadways</b>				
P10	Hollow Oak Road Extension		E-F	\$ 670,325
P11	Morrison Road (1)		J-I	\$ 3,615,092
P12	Silver Dove Way		Q-E	\$ 770,668
P13	Silver Dove Way		G-Q	\$ 1,146,646
P14	Silver Dove Way		E-D	\$ 2,350,815
P15	Silver Dove Way	Extension	C-O	\$ 360,153
P16	North Silver Dove Way (1)		C-D	\$ 1,251,742
<b>Roadway Subtotal</b>				<b>\$ 10,165,440</b>
<b>Bass Lake Road Enhancements (iii)</b>				
P20	Bass Lake Road Overlay (1)	Country Club - Hollow Oak	H-F	\$ 163,977
P21	Bikeway	Hwy 50 - Country Club	B-H	\$ 623,638
P22	Bikeway	Country Club - Hollow Oak	H-F	\$ 384,159
P23	Country Club Class I Bike Trail (ii)		H-G, G-N	\$ 763,981
P25	Sidewalk	Hwy 50 - Country Club	B-H	\$ 168,873
P26	Sidewalk	Country Club - Hollow Oak	H-F	\$ 361,079
P29	Median	Hwy 50 - Country Club	B-H	\$ 118,601
P30	Median	Country Club - Hollow Oak	H-F	\$ 135,015
P31	Median	Hollow Oak - Hawk View	F-C	\$ 266,860
P32	Median	Hawk View - BLHSP Boundary	C-AA	\$ 280,214
<b>Bass Lake Road Enhancements Subtotal</b>				<b>\$ 3,266,397</b>
<b>Ancillary Facilities</b>				
P40	Park & Ride (5)	100 Vehicle finished/200 spaces graded		\$ 1,733,443
<b>Ancillary Facilities Subtotal</b>				<b>\$ 1,733,443</b>
<b>Bass Lake Hills Transportation Total</b>				<b>\$ 15,165,280</b>
<b>Administration (iv)</b>				<b>4% \$ 606,611</b>
<b>Bass Lake Hills Transportation PFFP Total</b>				<b>\$ 15,771,891</b>
<b>DUE (v)</b>				<b>\$ 1,359</b>
<b>PFFP Transportation Cost/DUE</b>				<b>\$ 11,606</b>



## Table 2 – Capital Improvement Program (cont)

Table 2, continued

Bass Lake Hills - TIM & Updated Public Facilities Finance Plan  
Capital Improvement Program Cost Summary

9/21/2018

Proj #	Item	Description	Segment	Cost
<b>Bass Lake Hills Sewer Improvements (Western Shed) (vi)</b>				
S51	Sewer (vii)	Village C2 to Plan Area		\$ 2,603,162
S52	Utility Easement (6)(viii)	N Silver Dove to/thru Serrano	Offsite	\$ 200,000
<b>Bass Lake Hills Sewer Total</b>				<b>\$ 2,803,162</b>
Administration (iv)				4% \$ 112,126
<b>Bass Lake Hills Sewer PFFP Total</b>				<b>\$ 2,915,288</b>
DUE (Shed 1) (ix)				1,043
<b>PFFP Sewer (Shed 1) Cost/DUE</b>				<b>\$ 2,795</b>
<b>Bass Lake Hills Water Improvements</b>				
W60	Water		F-E-Q	\$ 889,935
<b>Bass Lake Hills Water Total</b>				<b>\$ 889,935</b>
Administration (iv)				4% \$ 35,597
<b>Bass Lake Hills Water PFFP Total</b>				<b>\$ 925,532</b>
DUE (v)				1,359
<b>Cost/DUE</b>				<b>\$ 681</b>
<b>Bass Lake Hills Cost Estimates (Less Administration)</b>				<b>\$ 36,426,877</b>

BASS LAKE HILLS PLAN AREA FEE TOTAL			
	Western Shed Area	Eastern Shed Area	
Transportation	\$ 11,606	\$ 11,606	
Sewer	\$ 2,795		
Water	\$ 681	\$ 681	
<b>Total</b>	<b>\$ 15,082</b>	<b>\$ 12,287</b>	

## Table 2 – Capital Improvement Program (cont)

### Table 2, continued

Bass Lake Hills - TIM & Updated Public Facilities Finance Plan  
Capital Improvement Program Cost Summary

9/21/2018

#### Phase 1 Improvement Notes:

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Phase 1 improvements will be constructed or addressed by the Hawk View, Bell Woods and/or Bell Ranch projects.

- (1) Phase 1 designs/constructs improvement and receives fee credits; P20 = Phase 1 constructs or pays Co to construct per PFFP update cost and Section 3.2.4 of the 9/19/17 Hawk View Development Agreement.
  - (2) Phase 1 provides design only and receives fee credits for design costs; No Phase 1 improvement contraction.
  - (3) Phase 1 provides design and funding for County to construct improvement per Section 3.2.5 of the 9/19/17 Hawk View Development Agreement; Phase 1 receives fee credits for design and construction funding
  - (4) Phase 1 designs/constructs improvement and receives fee credits.
  - (5) Phase 1 improvement (partial); Phase I designs, grades site and installs erosion control; Phase I receives fee credits for constructing portion of full improvement
  - (6) Phase 1 funds easement right of way acquisition and receives fee credits from the applicable fee program at Hawk View Final Map
- (1 & 4) Phase 1 improvement costs based on North Silver Dove unit costs from 4/12/18 Marques Pipeline, Inc. bid;  
Other improvement costs based on CTA Engineer's Estimates

#### General Notes:

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- (i) TIM Program provides approximately \$89.3MM in funding for traffic signals, operational and safety improvements
- (ii) Class I Bike trail (H-I) included in old/remaining CC Drive; L & B connection to ex. included in T1
- (iii) Some Bass Lake Rd Bikeways and Sidewalks previously built (F-A & A-AA); Not included in BLH PFFP update
- (iv) Per 2004 BLH PFFP
- (v) Per PFFP Table 1 - DFA BLH Dwelling Unit Equivalent Analysis
- (vi) Only units within Western Shed pay BLH Sewer Improvements PFFP Fees; Eastern Sewer Shed 2 units only pay applicable EID capacity charges; See (ix) below - DFA Sewer Shed DUE Analysis
- (vii) The builder of the off-site sewer line portion in Village C2 will receive proportional reimbursement from EID, Developer and/or Serrano through new Improvement Agreement
- (viii) Easement right of way (for Western Hawk View sewer + Village C2 to Plan Area) to be included in new Improvement Agreement w/ EID and/or Serrano
- (ix) Per 4/19/18 DFA Sewer Shed DUE Analysis/email

### Description of Public Improvements

Detailed engineer's cost estimates by CTA and associated Public Improvement engineering information is provided in the attached **Appendix A**, the Capital Improvement Program. In addition, unit costs from the April 12, 2018 Marques Pipeline Inc. North Silver Dove bid are applied to CTA's quantities for Phase 1 improvements. A general description of the Public Improvements, including backbone infrastructure and public facilities in the Capital Improvement Program, follows:

#### Backbone Infrastructure

1. **Transportation Improvements:** The transportation improvements include roadways, interchanges, traffic signals, bikeways, sidewalks, medians and a Park and Ride lot located at southwest corner of the intersection of Old Bass Lake Road and Country Club Drive. The transportation improvements include softs costs, such as right of way acquisition, engineering and permitting agency fees and charges. Transportation service levels are based on County standards and achieved by constructing the required roadway sections that vary between two and four travel lanes. Total transportation improvement costs are estimated at \$32.7 million. The transportation improvements will be funded as part of the TIM fee program and the Plan Area Fee program.



El Dorado, County Recorder  
 William Schultz Co Recorder Office  
**DOC- 2018-0046484-00**

Acct 30-EL DORADO CO BOARD OF SUPERVISORS  
 Thursday, DEC 06, 2018 15:38:56  
 Ttl Pd \$0.00 Rcpt # 0001977603  
 JDN/C1/1-17

**RECORDING REQUESTED BY AND  
 AFTER RECORDATION RETURN TO:**

Jim Mitrisin  
 Clerk of the Board of Supervisors  
 County of El Dorado  
 330 Fair Lane  
 Placerville, CA 95667

**NOTICE OF SPECIAL TAX LIEN**

**Community Facilities District No. 2018-1  
 (Bass Lake Hills)  
 County of El Dorado**

Pursuant to the requirements of Section 3114.5 of the California Streets and Highways Code of California and Section 53328.3 of the California Government Code, the undersigned clerk of the legislative body of the County of El Dorado, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Supervisors of the County of El Dorado. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities described in Exhibit A attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within Community Facilities District No. 2018-1 (Bass Lake Hills) (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as set forth in said Exhibit B and hereby incorporated herein by this reference.


Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of El Dorado the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the CFD recorded in the El Dorado County Recorder's Office on July 25, 2018 as Document Number 2018- 028668-00, which map is now the final boundary map of the CFD.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Auditor-Controller, County of El Dorado, 360 Fair Lane, Placerville, California 95667; Telephone: (530) 621-5487.

DATED: December 6 2018

By:  /s/ Jim Mitrisin  
\_\_\_\_\_  
Jim Mitrisin  
Clerk of the Board of Supervisors  
County of El Dorado

# EXHIBIT A

County of El Dorado  
Community Facilities District No. 2018-1  
(Bass Lake Hills)

## LIST OF AUTHORIZED FACILITIES

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### **Transportation Improvements**

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

### **Potable and Non-Potable Water System Improvements**

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage.

### **Drainage System Improvements**

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage.

## **Wastewater System Improvements**

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements.

## **Park and Landscape Corridor Improvements**

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project.

## **Open Space Improvements**

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements.

## **Development Impact Fees**

Authorized facilities include development impact fees paid and not otherwise reimbursed and intended to fund the construction of Authorized Facilities under the CFD.

## **Formation, Administrative, and Incidental Expenses**

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities; land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the County, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

**COMMUNITY FACILITIES DISTRICT NO. 2018-1  
(BASS LAKE HILLS)  
EL DORADO COUNTY, CALIFORNIA**

**RATE AND METHOD OF APPORTIONMENT**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in the El Dorado County (the "County") Community Facilities District No. 2018-1 (Bass Lake Hills) ("CFD No. 2018-1") and collected each Fiscal Year commencing in Fiscal Year 2019/20, in an amount determined by the County or its designee, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2018-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Accessory Unit"** means a secondary residential unit of limited size (e.g., granny cottage, second unit) that shares an Assessor's Parcel with a Unit of Single Family Detached Property.

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map or calculated using available spatial data and GIS. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the County or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the County, CFD No. 2018-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the County, CFD No. 2018-1 or any designee thereof of complying with County, CFD No. 2018-1 or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the County, CFD No. 2018-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from any escrow account; and the County's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the County or CFD No. 2018-1 for any other administrative purposes of CFD No. 2018-1, including

attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Assessor's Data"** means Acreage or other Assessor's Parcel information contained in the records of the County Assessor.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor's Parcel number.

**"Base Year"** means the Fiscal Year beginning on July 1, 2019 and ending on June 30, 2020.

**"Boundary Map"** means that map recorded with the County recorder's office on July 25, 2018 in Book 5 at Page 18 as Document Number 2018-0028668-00.

**"Building Permit"** means a permit for new construction of a residential dwelling.

**"CFD Administrator"** means an official of the County, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

**"CFD No. 2018-1"** means the El Dorado County Community Facilities District No. 2018-1 (Bass Lake Hills).

**"CFD No. 2018-1 Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by the County on behalf of CFD No. 2018-1 under the Act.

**"County"** means the County of El Dorado.

**"Development Area"** means the assignment of Assessor's Parcels to a designated area as set forth in Tables 1 & 2 and as shown on the Boundary Map of CFD No. 2018-1.

**"Developed Property"** means for each Fiscal Year, all Taxable Property for which a Building Permit was issued on or before April 30 of the prior Fiscal Year. For example, Taxable Property for which a Building Permit was issued on or before April 30 of the prior Fiscal Year (i.e., April 30, 2019), would be treated as Developed Property for Fiscal Year 2019/20.

**"Estimated Sales Price"** means a written document provided by the developer upon request by the CFD Administrator for an entire Development Area that has been classified as Final Map Property showing the estimated sales price for each typical model type for a Development Area. The Estimated Sales Price data will be reviewed and approved by County staff.

**"Expected Units"** means the total expected number of Units expected within each Development Area of CFD No. 2018-1, as shown in Table 2.

**"Final Map Property"** means for each Fiscal Year, all Taxable Property for which a Final Map has been recorded on or before April 30 of the prior Fiscal Year. For example, Taxable Property for



which a Final Map has been recorded on or before April 30 of the prior Fiscal Year (i.e., April 30, 2019), would be treated as Final Map Property for Fiscal Year 2019/20.

**"Final Map"** means a recorded map designating individual single family residential parcels, multifamily parcels and/or commercial parcels which are not intended to be further subdivided.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"GIS"** means a geographic information system.

**"Indenture"** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which CFD No. 2018-1 Bonds are issued, as modified, amended and/or supplemented from time to time.

**"Maximum Special Tax"** means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

**"Maximum Special Tax Revenue"** means the revenue anticipated to be collected based on a group of Taxable Parcels, such as Development Areas, as shown in Table 2.

**"Outstanding Bonds"** means all CFD No. 2018-1 Bonds which are outstanding under an Indenture.

**"Pay-As-You-Go Expenditure"** means the use of annual Special Tax revenues, that are not needed for annual debt service costs on Outstanding Bonds, Administrative Expenses, for Authorized Facilities to be constructed or acquired by the CFD. Pay-As-You-Go Expenditures may be included in the Special Tax Requirement through the earlier of Fiscal Year 2033/34, or until all Authorized Facilities have been constructed or acquired.

**"Proportionately"** means, for Developed Property, Final Map Property, Tentative Map Property and Undeveloped Property, that the ratio of the actual Special Tax to the Maximum Special Tax is equal for each Assessor's Parcels of Developed Property, Final Map Property, Tentative Map Property and Undeveloped Property, respectively.

**"Public Property"** means property within the boundaries of CFD No. 2018-1 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

**"Single Family Detached Property"** means, in any Fiscal Year, all Assessor's Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

**"Special Tax"** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 2018-1 to fund the Special Tax Requirement.

**"Special Tax Requirement "** means that amount required in any Fiscal Year for CFD No. 2018-1 to: (i) pay debt service on all Outstanding Bonds which is due in the calendar year that commences in such Fiscal Year; (ii) pay periodic costs on the CFD No. 2018-1 Bonds, including but not limited to, rebate payments on the CFD No. 2018-1 Bonds; (iii) pay Administrative Expenses; (iv) pay any

amounts required to establish or replenish any reserve funds for all Outstanding Bonds; to the level required under the documents pursuant to which such bonds were issued; (v) pay any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 2018-1 under the Act to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property; (vi) an amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year, less any credit from earnings on any reserve funds; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**"State"** means the State of California.

**"Tax Exempt Property"** means an Assessor's Parcel not subject to the Special Tax, such as Public Property, or an Assessor's Parcel for which the Special Tax has been prepaid in full pursuant to Section I below. Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of CFD No. 2018-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Tax Escalation Factor"** means a factor of 2 percent that will be applied annually after the Base Year to increase the Maximum Annual Special Tax rates shown in Tables 1 & 2.

**"Tentative Map"** means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder's Office to create legal lots.

**"Tentative Map Property"** means all Assessor's Parcels within CFD No. 2018-1 for which a Tentative Map has been approved by the County and which are not yet Final Map Property or Developed Property.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Map Property or Tentative Map Property.

**"Unit"** means an individual single family detached or attached home, townhome, condominium, apartment, or other residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure. An Accessory Unit that shares an Assessor's Parcel with a Unit of Single Family Detached property shall not be considered a separate Unit for purposes of calculating the Special Tax.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Assessor's Parcels within CFD No. 2018-1 shall be classified as follows:

1. Each Assessor's Parcel shall be determined to be Taxable Property or Tax Exempt Property.

2. Each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Final Map Property, Tentative Map Property or Undeveloped Property. Taxable Property shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX**

1. Final Map Property

Subject to adjustment as provided in subsection C.1.c below, the Base Year Maximum Special Tax that may be levied in any Fiscal Year for each Assessor's Parcel classified as Final Map Property is shown in Table 2. The per Assessor's Parcel Maximum Special Tax shall be assigned to each Development Area as shown in Table 2 by using the following steps:

- a) Compare the total Units for each Development Area resulting from a Final Map to the Expected Units for such Development Area as shown in Table 2.
- b) If the total Units resulting from the Final Map for any Development Area is equal to or greater than the total Expected Units planned for such Development Area as shown in Table 2, assign a Maximum Special Tax per Unit, as shown in Table 2 to all Taxable Property, adjusted by the Tax Escalation Factor, for each Unit in the Development Area.
- c) If the total Units resulting from the Final Map for any Development Area is less than the total Expected Units planned for such Development Area as shown in Table 2, perform the following procedures:
  - i. Assign a Maximum Special Tax per Assessor's Parcel, as shown in Table 2, adjusted by the Tax Escalation Factor, to each Unit of Final Map Property in the Development Area.
  - ii. Calculate the difference between the Maximum Special Tax Revenue, adjusted by the Tax Escalation Factor, for the Development Area as shown in Table 2 and the resulting total Maximum Special Tax Revenue in step i. above.
  - iii. Assign the difference calculated in step ii. above to any remaining Taxable Parcels within the Development Area. If there are no remaining Taxable Parcels within the Development Area, Proportionately increase the Maximum Special Tax for each Unit of Final Map Property within the Development Area from the Maximum Special Tax shown in Table 2 until the Maximum Special Tax Revenue for the Development Area is equal to the total Maximum Special Tax Revenue planned for such Development Area as shown in Table 2.
  - iv. If the Maximum Special Tax of any Unit of such Final Map Property within the Development Area, as determined in the previous section, is greater than 2% of the Estimated Sales Price of any Unit of Final Map Property, the Maximum Special Tax shall be eliminated using the procedures in Section I.1, or reduced Proportionately using the steps in Section I.2 such that the Maximum Special Tax of any Unit of Final Map Property does not exceed 2% of the Estimated Sales Price for such Unit.
  - v. There shall be no net loss of Maximum Special Tax Revenue as a result of the previous steps.
- d) Once the Maximum Special Tax is assigned to Final Map Property, the Maximum Special Tax shall be increased each Fiscal Year by the Tax Escalation Factor, but

shall not otherwise be subject to adjustment based on the recordation of other Final Maps within the boundaries of CFD No. 2018-1.

2. Developed Property

The Base Year Maximum Special Tax, as increased by the Tax Escalation Factor, is assigned to Taxable Parcels at such time as the Taxable Parcels are classified as Final Map Property. When a Taxable Parcel is subsequently classified as a Developed Parcel, the Maximum Special Tax is equal to the Maximum Special Tax previously assigned to such Final Map Property in Section C.1, as increased by the Tax Escalation Factor.

The Maximum Special Tax for Developed Property shall increase, commencing on July 1, 2020 and on July 1 of each Fiscal Year thereafter, by an amount equal to the Tax Escalation Factor.

3. Tentative Map Property and Undeveloped Property

The Base Year Maximum Special Tax for Tentative Map Property and Undeveloped Property is shown in the following table:

**Table 1**

<b>Development Area</b>	<b>Base Year Assessor's Parcel</b>	<b>Base Year Maximum Special Tax (per Development Area)</b>
Hawk View	115-040-16-100	\$342,000
Bell Ranch	119-020-52-100	384,200
Bell Woods	119-020-50-100	194,400

The Maximum Special Tax for Tentative Map Property and Undeveloped Property shall increase, commencing on July 1, 2020 and on July 1 of each Fiscal Year thereafter, by an amount equal to the Tax Escalation Factor.

4. Maximum Special Tax Rates

**Table 2**

<b>Development Area</b>	<b>Expected Units</b>	<b>Base Year Maximum Special Tax (per Unit)</b>	<b>Maximum Special Tax Revenue</b>
Hawk View	114	\$3,000	\$342,000
Bell Ranch	113	3,400	384,200
Bell Woods	54	3,600	194,400

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2019/20 and for each following Fiscal Year, the County or its designee shall determine the Special Tax Requirement and shall levy the Special Tax until the total Special Tax levy equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax for such Fiscal Year.

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Map Property up to 100% of the Maximum Special Tax for Final Map Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first and second step have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Tentative Map Property at up to 100% of the Maximum Special Tax for Tentative Map Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first and second step have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2018-1.

**E. CONVERSION OF TAX EXEMPT PROPERTY TO TAXABLE PROPERTY**

If an Assessor's Parcel designated in CFD 2018-1 as Tax Exempt Property is not needed for public use and is converted to a private use, it shall become Taxable Property subject to the Special Tax. The Maximum Special Tax for each such Assessor's Parcel shall be assigned according to Table 2, with all applicable intervening Tax Escalation Factor increases added thereto. The CFD Administrator will assign the Maximum Special Tax by identifying the Development Area of the affected Assessor's Parcels.

**F. TAXABLE PARCELS ACQUIRED BY A PUBLIC AGENCY**

All Assessor's Parcels of Taxable Property that are acquired by a public agency after CFD 2018-1 is formed will remain subject to the applicable Maximum Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code.

**G. APPEALS AND INTERPRETATIONS**

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems

necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the County whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the County requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Taxes, but an adjustment shall be made to credit future Special Tax levy (ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

#### H. **MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2018-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

#### I. **PREPAYMENT OF SPECIAL TAX**

The following definition applies to this Section I:

"**CFD Public Facilities**" means either \$20,000,000 in 2018 dollars, which shall increase by the Construction Inflation Index on July 1, 2019, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2018-1 under the authorized bonding program for CFD No. 2018-1, or (ii) shall be determined by the County concurrently with a covenant that it will not issue any more CFD No. 2018-1 Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

"**Construction Fund**" means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible to be funded by CFD No. 2018-1 under the Act.

"**Construction Inflation Index**" means the annual percentage change in the Engineering News-Record Building Cost Index for the 20-city average, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the 20-city average.

"**Future Facilities Costs**" means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund, (ii) moneys currently on deposit in the Construction Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance facilities costs.

**"Outstanding Bonds"** means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

**"Previously Issued Bonds"** means all CFD No. 2018-1 Bonds that have been issued by CFD No. 2018-1 prior to the date of prepayment.

**1. Prepayment in Full**

The Special Tax may be prepaid for Assessor's Parcels of Developed Property and Final Map Property, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment and only if the County determines that the prepayment does not jeopardize its ability to make timely payments of any component of the Special Tax Requirement. Assessor's Parcels of Tentative Map Property and Undeveloped Property may not prepay the Special Tax. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. If there are Outstanding Bonds for CFD 2018-1, prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of CFD No. 2018-1 Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount	
plus	Redemption Premium	
plus	Future Facilities Amount	
plus	Defeasance Amount	
plus	Administrative Fees and Expenses	
less	<u>Reserve Fund Credit</u>	
Total: equals	Prepayment Amount	

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

**Paragraph No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Maximum Special Tax applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Final Map Property which are required to prepay pursuant to Section C.1.c.b., compute the Maximum Special Tax Assessor's Parcel as though it was already designated as Developed Property, based upon the Maximum Special Tax described in Section C for that Assessor's Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total estimated Maximum Special Tax for CFD No. 2018-1 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through build out of CFD No. 2018-1, excluding any Assessor's Parcels which have been prepaid, and
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price-100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Add the amounts computed pursuant to paragraphs 8 and 9 to determine the "Defeasance Amount".
11. Verify the administrative fees and expenses of CFD No. 2018-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2018-1 Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.
13. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10 and 11, less the amount computed pursuant to paragraph 12 (the "Prepayment Amount").
14. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 10 and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount



computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2018-1.

The Special Tax Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of CFD No. 2018-1 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of CFD No. 2018-1 Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 2018-1 both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding CFD No. 2018-1 Bonds.

## **2. Prepayment in Part**

The Special Tax may be partially prepaid for Assessor's Parcels of Developed Property and Final Map Property, provided that a partial prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of partial prepayment and only if the County determines that the partial prepayment does not jeopardize its ability to make timely payments of any component of the Special Tax Requirement. Assessor's Parcels of Tentative Map Property and Undeveloped Property may not partially prepay the Special Tax. An owner of an Assessor's Parcel intending to partially prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to partially prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the partial prepayment amount of such Assessor's Parcel. The CFD Administrator may charge a fee for providing this service. If there are Outstanding Bonds for CFD 2018-1, partial prepayment in any six month period must be made not less than 45 days prior to the next occurring date that notice of redemption of CFD No. 2018-1 Bonds from the proceeds of such partial prepayment may be given to the Trustee pursuant to the Indenture.

The amount of the partial prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

- PP = the partial prepayment
- $P_E$  = the Special Tax Prepayment Amount calculated according to Section I.1
- F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax.

The Special Tax partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds, unless the partial prepayment is required pursuant to Section C.1.c.iv above.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, Paragraph 14, and (ii) indicate in the records of CFD No. 2018-1 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 2018-1 both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding CFD No. 2018-1 Bonds.

**J. TERM OF SPECIAL TAX**

The Special Tax shall be levied for a period not to exceed 40 years commencing with Fiscal Year 2019/20.

*Revised: 8/3/2018*

**EXHIBIT C**

**Community Facilities District No. 2018-1  
(Bass Lake Hills)  
County of El Dorado, California**

**ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND  
WITHIN COMMUNITY FACILITIES DISTRICT**

<u>Assessor's Parcel No.</u>	<u>Name of Property Owner</u>
115-040-016-000	Lennar Homes of California, Inc., a California corporation
119-020-050-000	Lennar Winncrest, a Delaware limited liability company
119-020-052-000	Lennar Winncrest, a Delaware limited liability company