

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of September 12, 2006

AGENDA TITLE: Serrano/Village K1 and K2, Unit 2 (TM01-1377R F) (District I)

DEPARTMENT: Development Services/Planning	DEPT SIGNOFF:	CAO USE ONLY:
CONTACT: Gregory L. Fuz/Mel Pabalinas WLN		
DATE: 8/30/2006 PHONE: 5445/5343		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION: Planning Services submitting the final map for Serrano/Village K1/K2, Unit 2 (TM01-1377R F), located on Assessor's Parcel Number 113-640-01, creating 24 residential lots on approximately 47.5 gross acres. Serrano/Village K1/K2, Unit 3, is located on the north side of Greenview Drive at the intersection with Raphael Drive, in the **El Dorado Hills** area. Applicants: SERRANO ASSOCIATES. Engineer: Gene Thorne and Associates.

Recommendation: Planning staff recommends the Board of Supervisors take the following action: 1. Approve the final map for Serrano/Village K1/K2, Unit 2; 2. Authorize the Chair to sign the Agreement to Make Subdivision Improvements; 3. Authorize the Chair to sign the Agreement on Conditions for Acceptance of Drainage Easements for Serrano/Village K1/K2, Unit 2; and 4. Authorize the Chair to sign the Agreement on Conditions for Acceptance of Roads for Serrano Village K1/K2, Unit 2.

CAO RECOMMENDATIONS:

Financial impact? () Yes (X) No	Funding Source: () Gen Fund () Other
BUDGET SUMMARY:	Other:
Total Est. Cost _____	CAO Office Use Only:
Funding	4/5's Vote Required () Yes () No
Budgeted _____	Change in Policy () Yes () No
New Funding _____	New Personnel () Yes () No
Savings _____	CONCURRENCES:
Other _____	Risk Management _____
Total Funding _____	County Counsel _____
Change in Net County Cost _____	Other _____

***Explain**

BOARD ACTIONS:

<p>Vote: Unanimous _____ Or _____</p> <p>Ayes:</p> <p>Noes:</p> <p>Abstentions: </p> <p>Absent: </p> <p>Rev. 04/05</p>	<p>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</p> <p>Date: _____</p> <p>Attest: Cindy Keck, Board of Supervisors Clerk</p> <p>By: _____</p>
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**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL
MEETING OF SEPTEMBER 12, 2006**

**Page 2, Final Map
Serrano/Village K1/K2, Unit 2
Memo to Board of Supervisors
August 30, 2006**

DISCUSSION

Tentative Map TM01-1377 was approved on July 26, 2001. Under TM01-1377R, the map was revised and approved on January 26, 2006. Pursuant to Section 66452.6A of the *Subdivision Map Act*, an additional three years was automatically granted with a revised expiration date of July 26, 2010, because of off-site road improvement requirements.

Improvement Agreements and Bonds: The applicant has submitted an Agreement to Make Subdivision Improvements and bonds pursuant to Section 16.16.050 of the County Code. The Department of Transportation has reviewed and approved the submitted cost estimates. County Counsel and Risk Management have reviewed and approved the Improvement Agreement and bonds for the subdivision.

Conditions of Approval: Staff has reviewed the conditions of approval for TM01-1377R and noted that all of the applicable conditions for the tentative map have been satisfied. The County Surveyor and the Department of Transportation have reviewed the applicable conditions for compliance (see Exhibit B).

Water: The El Dorado Irrigation District has provided a Meter Award Letter verifying that the project has purchased the required Equivalent Dwelling Units (EDU's) for water and wastewater to serve all of the 24 residential lots.

Environmental Review: The project has been determined to be Statutorily Exempt from environmental review under CEQA as provided for by Section 15268(b)(3) of the CEQA Guidelines pertaining to ministerial approval of final subdivision maps.

EXHIBITS

- Exhibit A – Vicinity Map
- Exhibit B – Conditions/Status of Conditions Report
- Exhibit C – Reduced Copy of Final Map
- Exhibit D – El Dorado Irrigation District Meter Award Letter
- Exhibit E – Approval Memo from the Department of Transportation
- Exhibit F – Approval Memo for the County Surveyor's Office

EXHIBIT B
CONDITIONS/STATUS OF CONDITIONS

TM-01-1377R-As approved by the Planning Commission on January 26, 2006.

Department of Transportation

- All roads shall be constructed in conformance with the Design and Improvement Standards Manual with the following specifications:

<i>Road</i>	<i>Standard Plan</i>	<i>Road Width</i>	<i>Right-of-Way Width</i>	<i>Exceptions/Special Notes</i>
Greenview Drive	Std Plan 101B	40 ft. (50' R/W), plus utility/ slope easements	50 feet plus utility/ slope easements	Type 1 rolled curb & gutter* with 4 ft. sidewalks
Courbet Way, Da Vinci Drive, Pannini Way, Raphael Drive	Std Plan 101B	36 ft. (46' R/W), plus utility/ slope easements	46 feet plus utility/ slope easements	Type 1 rolled curb & gutter*
Martini Court, Crivelli Court, Bronzino Court, Cosimo Court, Mondrian Court, Boudin Court, Klee Court, Van Eyck Court, 7 Court, 8 Court, Da Vinci Court, Raphael Court	Std Plans 101B & 114	28 ft. (36' R/W), plus utility/ slope easements	36 feet plus utility/ slope easements	Cul-de-Sac to be installed. No sidewalks. Type 1 rolled curb

Type 2 vertical curb & gutter adjacent to park site and open space
All road widths in the above table are measured from curb face to curb face

Where constrained by topography, sidewalks may be located outside of 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 the filing of the final map. Sidewalks shall be connected to any walk/trail systems in the project open space areas. Pedestrian easements shall be provided where necessary.

Improvement Plans for Village K1 & K2, Unit 2, were approved by the Director of DOT on June 24, 2005. Construction of subdivision improvements began in July 2005. As-builts with specific details will be submitted with record drawings after completion of construction.

2. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) as indicated above, shall be made for the proposed roads, with slope easements where necessary. Said offer shall be rejected at the time of the final map. The offer shall be subject to that agreement between Serrano and the County, recorded as document 98-0015833-00 on March 26, 1998. Subject to the above agreement, all roads are offered in fee to the Master Owner's Association simultaneously with the filing of the Final Subdivision Map.

IOD noted on Sheet 1 of the Final Map.

3. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) of 47 feet in radius, shall be made for the proposed cul-de-sac bulbs, with slope easements where necessary. Said offer shall be rejected at the time of the final map. The offer shall be subject to that agreement between Serrano and the County, recorded as document 98-0015833-00 on March 26, 1998. Subject to the above agreement, all roads are offered in fee to the Master Owner's Association simultaneously with the filing of the Final Subdivision Map.

IOD noted on Sheet 1 of the Final Map.

4. The Master Covenants, Conditions and Restrictions (CC&Rs) shall provide that no parking shall be permitted within cul-de-sac bulbs which have a radius to curb-face which is less than County standards and shall provide for enforcement of such provisions. Additionally, the CC&Rs shall include a provision for off-street parking to compensate for lack of parking normally provided within the cul-de-sac. The CC&Rs shall contain a provision that lots fronting on a cul-de-sac bulb shall either provide a three-car driveway or provide sufficient depth of driveway (18 feet per parking stall) to accommodate longitudinal and/or lateral parking for three spaces.

CC&Rs recorded August 24, 1995. Parking requirements are noted in Article 8.

5. A Vehicular Access Restriction for lots contiguous to Greenview Drive shall be shown on the final map(s) for those corner lots having access to intersecting minor roadways.

Vehicular access restriction for lots 104 through 106 is shown on Sheet 4 of the final map.

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

No bus turnouts are required for this phase, pursuant to a letter from El Dorado Transit dated April 20, 2005, and a letter from Buckeye Union School District, dated April 26, 2005.

7. A final drainage plan shall be prepared in accordance with the County of El Dorado Drainage Manual, subject to review and approval by the Department of Transportation. Drainage facilities shall be designed and shown on the project improvement plans consistent with the final drainage plan and the El Dorado Hills Specific Plan Master Drainage Study. The developer shall install said drainage facilities with the respective phase of construction, or as specified in the final drainage plan.

The final drainage plan has been reviewed and approved by DOT.

8. Cross lot drainage shall be avoided wherever possible. The CC&Rs for Village K1 and K2 shall include a requirement for a grading and drainage plan to be submitted for review and approval of the Architectural Control Committee of the Master or Village Homeowners' association at the time of building permit application. The CC&Rs shall require all "downhill" lots must be designed to accept any drainage from uphill lots and the Master or Village Homeowners' Association shall enforce this condition.

CC&Rs recorded August 24, 1995. Drainage requirements are stated in Article 9 of the CC&Rs and in the Serrano El Dorado Owners' Association Design Guidelines.

9. Drainage Maintenance shall be the responsibility of the Master Owner's Association. Therefore, all easements for drainage facilities shall first be offered to the County of El Dorado with rejection; the offer shall be subject to that agreement between Serrano and the County recorded as document 98-0015834-00 on March 26, 1998. Pursuant to the terms of said Agreement, upon rejection by the County, all drainage easements will be subsequently offered to the Master Owner's Association simultaneously with the filing of the Final Subdivision Map.

Easements for drainage are included as Note D on Sheet 1 of the Final Map. An IOD for drainage easements has been submitted to the Planning Department with the Final Map.

10. Prior to the recordation of a final map in Village K1 and K2, the CC&Rs shall be submitted to the Planning Director to ensure that: the responsibilities for drainage maintenance are specified; that procedures and responsibilities for site plan and architectural review in compliance with the requirements of the Design Guidelines, Appendix B of the Specific Plan are provided; and that the CC&Rs contain other provisions as specified by conditions of this map.

CC&Rs recorded August 24, 1995. Requirements for architectural review and drainage are set forth in Article 9 of the CC&Rs and in the Serrano El Dorado Owners' Association Design Guidelines.

11. 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.

Drainage easements are shown on the Final Map to the satisfaction of County DOT.

12. 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.

An Improvement Agreement has been submitted for DOT review concurrently with the Final Map application to the Planning Department. Performance and payment bonds have also been submitted for 100% of the construction costs pursuant to the Improvement Agreement.

13. The Final Grading Plan shall comply with the provisions of the Grading Ordinance pertaining to terracing on slopes exceeding 25 feet in height, including accessibility, intervals, and cross section geometry.

The completed grading plan shows custom lots for this phase and Serrano Associates has entered into a Subdivision Grading Agreement for the project.

14. Erosion control and drainage design from residential areas into the open space areas and shall employ natural appearing methods. The use of native plant materials is required where re-vegetation is proposed.

Erosion control, drainage design, and revegetation requirements are noted on the grading plan.

15. Should asbestos-containing rock be exposed during grading, construction of roads, excavation for underground facilities, building foundations or any construction related activity, County Ordinance No. 4548 shall apply.

Contingency measures for encountering asbestos-containing rock are included on the Improvement Plans (Note 18, General Notes). A Fugitive Dust and Asbestos Hazard Mitigation Plan was accepted and approved by Environmental Management on March 17, 2005.

Fire Department

16. The potable water system for the purpose of fire protection for this residential development shall provide a minimum fire flow of 1,500 gpm with a minimum residual pressure of 20 psi for two-hour duration. 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. This requirement is based on a single family dwelling 4,800 square feet or less in size. Any home larger than 4,800 square feet shall be required to provide the fire flow for the square footage of that dwelling or shall be fire sprinklered in accordance with NFPA 13 D and Fire Department Requirements.

Requirements are noted on Improvement Plans (Fire Department Note #6). El Dorado Hills Fire approved the Improvement Plans June 13, 2005.

17. This development shall install Mueller Dry Barrel fire hydrants conforming to El Dorado Irrigation District specifications for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet on center. The exact location of each hydrant shall be determined by the Fire Department.

Requirements are noted on Improvement Plans (Fire Department Note #10). El Dorado Hills Fire approved the Improvement Plans June 13, 2005.

18. To enhance the night-time 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 Fire Safe Regulations.

Requirements are noted on Improvement Plans (Fire Department Note #11). El Dorado Hills Fire approved the Improvement Plans June 13, 2005.

19. In order to provide this development with adequate fire and emergency medical response during construction, all access roadways and fire hydrant systems shall be installed and in service prior to framing of any combustible members as specified by El Dorado Hills Fire Department Standard 103.

El Dorado Hills Fire approved the Improvement Plans June 13, 2005. Compliance with this condition will be verified at the building permit stage.

20. A secondary access road, providing permanent or temporary looped circulation for each phase of development, must 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.

Greenview Drive through Village K1/K2 is constructed and two immediate points of access to this phase are provided from Raphael Drive. Compliance with this requirement will be verified at the building permit stage.

21. The lots that are one acre and greater shall be provided with a minimum setback requirement of 30 feet, as required by the Fire Safe Regulations.

No lots greater than 1 acre within this phase.

22. This village shall comply with all requirements as set forth in the Serrano Wildfire Management Plan.

The Wildfire Management Plan requires that lots bordering on Open Space Area #8 must have a minimum of 130 feet of firescaping from the rear of the home outward. No lots border Open Space Area 8 within this phase.

23. Open space Lot E of Subdivision J-36 and Lot 5 of Subdivision J-18 have no access for emergency personnel and equipment to suppress a wildland fire within this area. The applicant shall be required to provide access from the street right-of-way consisting of an aggregate base surface generally behind, but not necessarily adjacent to, Lots 84, 89 through 99G, and 102 and 103A no later than occupancy of the first home in Phase 4, and Lots 150 through 152, 154B through 154H, and 155 through 160 no later than occupancy of the first home in Phase 5 in accordance with Fire Department requirements. The developer or developer's successor in interest to the open space lots shall be responsible for the on-going maintenance of the access.

This condition applies to future phases; no lots within this phase abut Open Space Lot E.

24. Any fencing installed at the common border with Wildland Open Space Areas shall be constructed of non-combustible fencing. If fencing is installed between Wildland Open Space Areas and Lots 94, 98, 99D, 154D, and 154H, the non-combustible fencing shall have a three-foot wide gate located in accordance with Fire Department requirements to allow emergency access into the open space area and shall be equipped with a Knox lock. Lot owners are responsible to supply the Knox lock and install the fencing and emergency gate at the time of construction of a home on the lot. Lot owners shall be responsible for any repairs to the gate or Knox lock, enforceable through the Serrano Owners' Association.

This condition applies to future phases; no lots within this phase abut open space.

25. The driveways serving this project shall be designed to a maximum of 20 percent grade as required by the Uniform Fire Code.

This condition will be verified at the building permit stage.

26. This development shall be conditioned to develop and implement a Wildland Fire Safe Plan that is approved by the Fire Department.

A Wildland Fire Safe Plan was prepared in 2001 and has been approved by El Dorado Hills Fire and the California Department of Forestry. A copy is on file with the Planning Department.

27. This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump section of roadway.

Traffic calming devices utilizing a raised bump section of roadway have not been included on the improvement plans. The El Dorado Hills Fire Department approved the improvement plans on June 13, 2005.

El Dorado County Air Quality Management District

28. Project construction will involve grading and excavation operations, which will result in a temporary negative impact on air quality with regard to the release of particulate matter (PM10) in the form of dust. District Rules 223 and 223.1 and 223.2, which address the regulations and mitigation measures for fugitive dust emissions and asbestos emission, shall be adhered to during the construction process. Mitigation measures for the control of fugitive dust and asbestos shall comply with the requirements of Rules 223, 223.1, and 223.2, whichever rule is appropriate. In addition, the appropriate Fugitive Dust Prevention (FDP) Application or Asbestos Dust Mitigation Plan (ADMP) Application shall be submitted to and approved by the District prior to start of project construction.

The subject project is not located in an Asbestos Review Area. A Fugitive Dust and Contingent Asbestos Hazard Management Plan was approved by Environmental Management on March 17, 2005. Developer and Contractor are aware of the need to comply with subsequently adopted Rules 223, 223.1 and 223.2 concerning fugitive dust and asbestos.

29. Project construction may involve road development and shall adhere to District 224 Cutback and Emulsified Asphalt Paving Materials and the county ordinance concerning asbestos dust.

Requirements are noted.

30. Burning of wastes that result from Land Development Clearing must be permitted through the District. Only vegetative waste materials may be disposed of using an open outdoor fire.

The project has not and will not involve the burning of wastes.

- 31 The District's goal is to strive to achieve and maintain ambient air quality standards established by the United States Environmental Protection Agency and the California Air resources Board and to minimize public exposure to toxic or hazardous air pollutants and air pollutants that create unpleasant odors. The following are measures used to reduce impacts on air quality from equipment exhaust emissions:

Heavy Equipment and Mobile Source Mitigation Measures.

Use low-emission on-site mobile construction equipment.
Maintain equipment in tune per manufacturer specifications.
Retard diesel engine injection timing by two to four degrees.
Use electricity from power poles rather than temporary gasoline or diesel generators.
Use reformulated low-emission diesel fuel.
Use catalytic converters on gasoline-powered equipment.
Substitute electric and gasoline-powered equipment for diesel powered equipment where feasible.
Do not leave inactive construction equipment idling for prolonged periods (i.e., more than two minutes).
Schedule construction activities and material hauls that affect traffic flow to off-peak hours.
Configure construction parking to minimize traffic interference.
Develop a construction traffic management plan that includes, but is not limited to: Providing temporary traffic control during all phases of construction activities to improve traffic flow; Rerouting construction trucks off congested streets; and provide dedicated turn lanes for movement of construction trucks and equipment on and off-site.

Mitigation measures are noted.

32. 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.

Emissions units not being utilized for this phase of development.

Planning Services

33. A final subdivision map shall not be recorded until an EID Water Meter Award Letter or similar document has been issued for all of the lots included in the final map, and a copy filed with the Planning Services.
Water meters have been purchased, and a copy of the signed Meter Award letter from El Dorado Irrigation dated June 15, 2005 has been submitted with the Final

Map. The original Meter Award Letter is on file with the previous phase known as Village K1 & K2, Unit No. 3.

34. The applicable conditions of the development plan shall be satisfied prior to recordation of the final map.
- a) **Number and Size of Lots:** *The number of lots within this phase (24 lots) is consistent with the approved tentative map.*
 - b) **Minor Modifications:** *No minor modifications are being proposed in conjunction with this phase.*

35. Prior to final map approval, an acoustical analysis shall be conducted and submitted by a qualified acoustical consultant to the Planning Services which identifies that recommended measures to shield noise to outdoor activity areas of affected lots have been employed as per Policy 6.5.1.1 of the General Plan.

Due to its location well within the confines of the custom area, there are no lots within this phase that would be exposed to transportation-generated noise levels requiring mitigation, and an acoustical analysis is not necessary.

36. Residential lots located on the border of the Green Springs Ranch shall not exceed a 3:1 ratio of lot frontage to lot depth, as noted in the County Design and Improvement Standards manual.

No lots bordering Green Springs Ranch within this phase.

37. Where the subdivider is required to make improvements on land which neither the subdivider nor the County has sufficient title or interest to make such improvements, prior to filing of any final map or parcel map, the subdivider shall submit to the Planning Director for approval:
- a. A legal description prepared by a civil engineer or land surveyor of the land necessary to be acquired to complete the off-site improvements.
 - b. Improvement plans prepared by a civil engineer of the required off-site improvements.
 - c. An appraisal prepared by a professional appraiser of the cost of land necessary to complete the off-site improvements.

Prior to the filing of the final map, the subdivider shall enter into an agreement pursuant to Government Code Section 66462.5 to complete the required off-site improvements including the full costs of acquiring any real property interests necessary to complete the required improvements.

In addition to the agreement, the subdivider shall provide a cash deposit, letter of credit, or other acceptable surety in an amount sufficient to pay such costs including legal costs subject to the approval of County Counsel.

Not applicable to this phase. All off-site improvements required to accommodate this phase are in place.

OTHER STANDARD 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 Department of Transportation approval.

Improvement Plans for Village K1 & K2, Unit 2, were approved by the Director of DOT on June 24, 2005.

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.

Improvement Plans for Village K1 & K2, Unit 2, were approved by the Director of DOT on June 24, 2005. IOD noted on Sheet 1 of Final Map.

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 Department of Transportation 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.

Improvement Plans for Village K1 & K2, Unit 2, were approved by the Director of DOT on June 24, 2005. Engineer's estimate of costs for this phase was accepted by DOT July 1, 2005.

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 Department of Transportation.

Security for 100% of the construction costs has been submitted to DOT concurrently with the final map application to Planning.

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 Department of Transportation and shall meet standard County driveway requirements.

Completed grading plan shows custom lots for this phase. Serrano Associates has entered into a Subdivision Grading Agreement with DOT.

6. All grading plans shall be prepared and submitted to the EL Dorado County Resource Conservation District (RCD) and the Department of Transportation. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Department of Transportation shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. No building permit shall be issued by the County until final grading plans and erosion control plans are approved by the Department of Transportation and the grading is completed.

Submission of grading plans to RCD is a prerequisite to obtaining signed improvement plans. Improvement Plans for this phase were approved by the County's Director of DOT on June 24, 2005.

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 Department of Transportation. The Department of Transportation shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.

Improvement Plans approved by the County's Director of DOT on June 24, 2005 include specifications for revegetation (Erosion Control Notes, Sheet 14).

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).

General Note # 11 on the Improvement Plans approved by DOT June 24, 2005 addresses oak tree protection. The Lot Notebook for each individual lot specifies tree protection standards and further requires the approval of the Serrano El Dorado Architectural Control Committee on a lot-to-lot basis.

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.

Survey monuments will not be set by Final Map approval. A monumentation bond was submitted to the County Surveyor concurrently with the Final Map to the Planning Department.

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.

All roads have been named and submitted to the County Surveyor on 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.

Requirements are included under Fire Department Notes on the Improvement Plans approved by El Dorado Hills Fire on June 13, 2005.

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.

Compliance with this requirement is met by General Note #31 included on the Improvement Plans approved by DOT on June 24, 2005 should blasting activities occur.

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.

Compliance with this requirement is met by General Note #32 included on the Improvement Plans approved by DOT on June 24, 2005 should burning activities occur.

14. Pursuant to Resolution 292-2005, this project is subject to the Interim 2004 General Plan Traffic Impact Mitigation Fee Program. 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 fee amount shall be paid.

Road Impact Fee to be paid at building permit stage

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).

Any assessments required by the Tax Collector will be paid or secured to the satisfaction of the Tax Collector prior to Final Map approval.

6. 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. If archaeological sites or artifacts are discovered, the subdivider shall retain an archaeologist to evaluate the resource.

Protocols for discovery of remains are included on the Improvement Plans approved by DOT June 24, 2005 (General Note # 17).

17. If the resource is determined to be important, as defined in Appendix K 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.

Protocols for treatment of archaeological resources and/or remains are included on the Improvement Plans approved by DOT June 24, 2005 (General Note # 17).

Conditions - Development Plan for Serrano Village K1/K2, not including recorded units in Unit 1 J-19 and Unit 3 J-62.

1. The Development Plan permits the following:

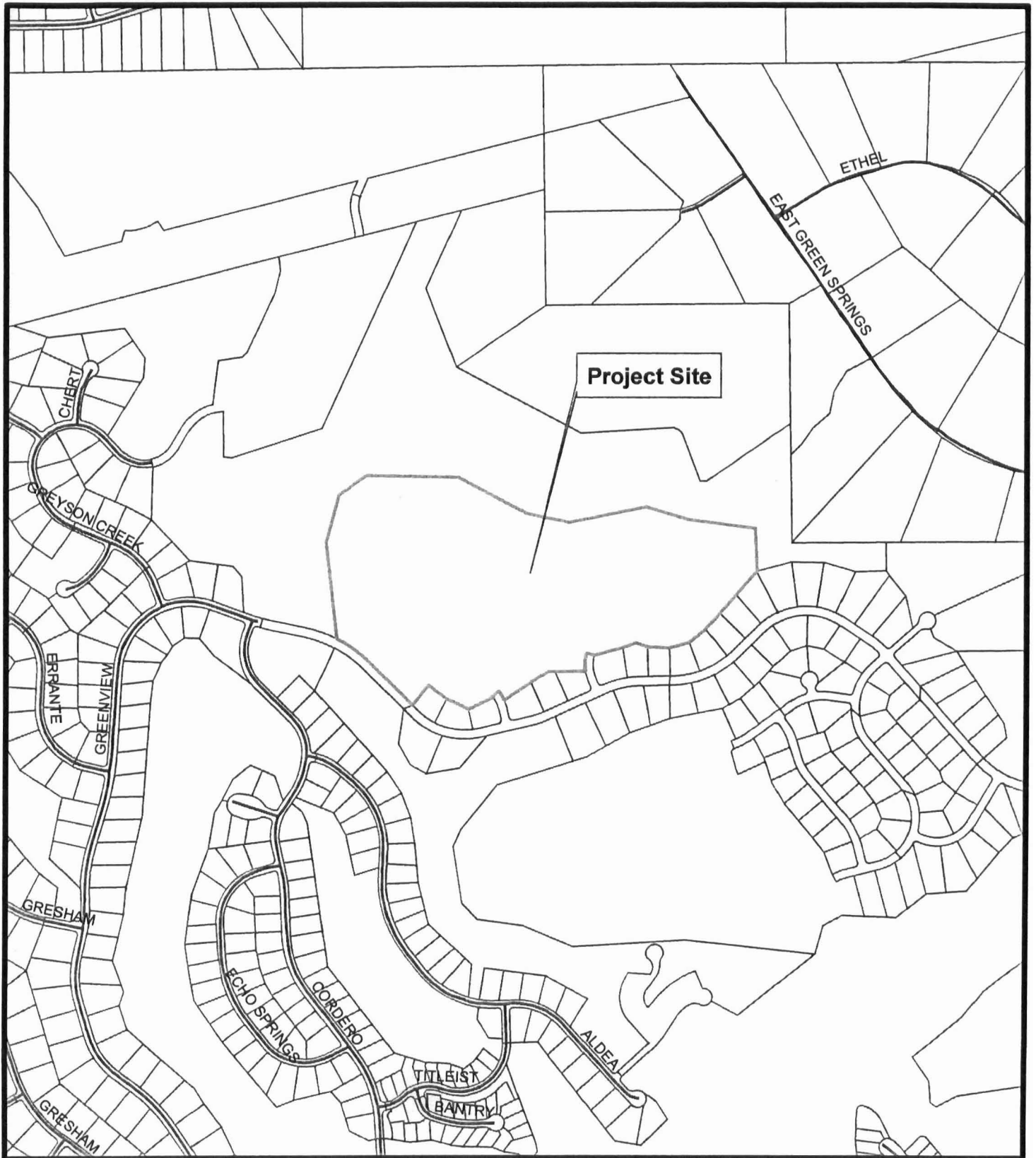
A tentative subdivision map creating ~~225~~ 165 residential lots, ranging in size from ~~9,975~~ 17,700 square feet to 59,985 square feet, golf course lots totaling 0.29 acre, and open space lots totaling 44.59 acres.

The number of lots within this phase (24 lots) is consistent with the approved tentative map.

2. Minor modifications to the planned development shall be reviewed by the Deputy Director of Planning and then placed on the Planning Commission consent agenda to be reviewed as necessary.

No minor modifications are being proposed in conjunction with this phase.

**Serrano Village K1 & K2, Unit No. 2 (TM01-1377F)
Vicinity Map**



Map prepared by:
Mel Pabalinas
El Dorado County
Planning Services

0 475 950 1,900 Feet

Exhibit A



SERRANO VILLAGE K1 & K2, UNIT NO. 2

A PORTION OF SECTION 25, T. 10 N., R. 8 E., MDM,
 COUNTY OF EL DORADO ***** STATE OF CALIFORNIA
 APRIL 2006 **** SCALE: 1"=200'
 GENE E. THORNE & ASSOCIATES, INC.

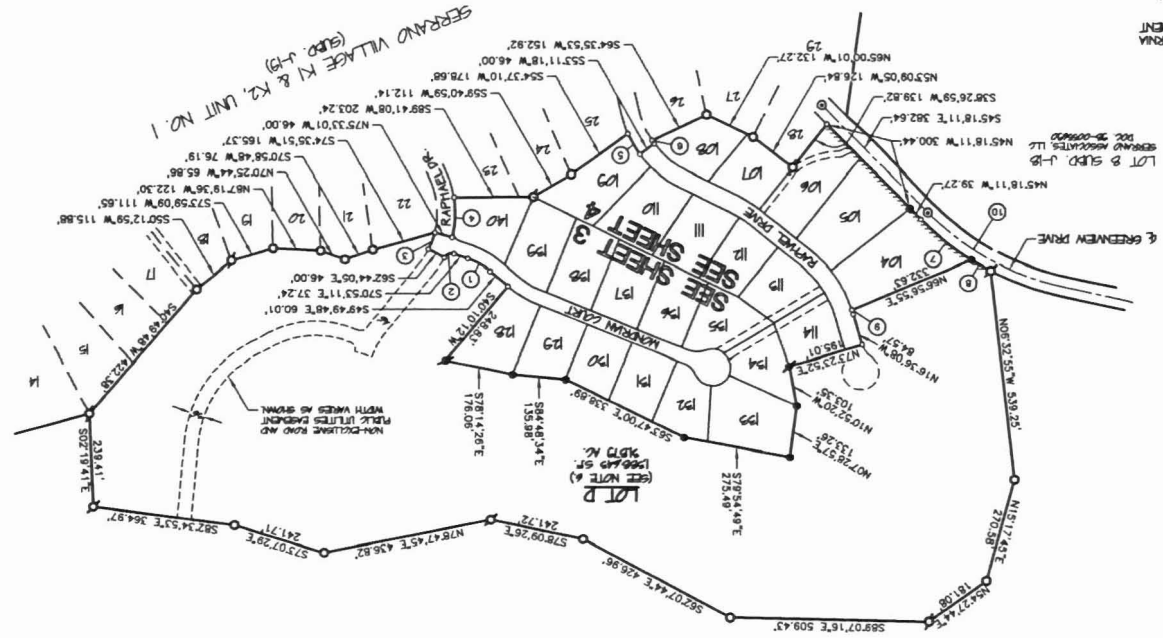
ABANDONMENT OF PUBLIC EASEMENTS:
 PURSUANT TO SECTION 640210-1/2 OF THE GOVERNMENT CODE THE
 PUBLIC EASEMENTS AND RIGHTS OF HAYT NOT SHOWN ARE
 REPEALED AND ABANDONED BY THE FOLLOWING:
 A THE NON-EXCLUSIVE ROAD & PUBLIC UTILITIES EASEMENTS
 RECEIVED FOR FUTURE REPLETION ON THE PLAT OF SERRANO
 VILLAGE K1 & K2, UNIT NO. 1, SADD, J-B, AND SERRANO NORTH
 PLANS, UNIT NO. 1, SADD, J-B.

LOT 7 SADD, J-B
 SERRANO ASSOCIATES, LL
 DOC. 20-009600

- LEGEND:**
- CALCULATION POINT, NO MONUMENTATION
 - RECORDED FRONT CORNERS, SEE NOTE NO. 4
 - ROUND 9/16" CIP, STAMPED: T&E 10442-1005
 - ROUND 1-1/2" CIP, STAMPED: T&E 10442-1006
 - SET 3/4" CIP, STAMPED: T&E 10442-1006
 - SET 1-1/2" CIP, STAMPED: T&E 10442-1006
 - ① CURVE NUMBER, SEE DATA TABLE THIS SHEET.
 - SPD STORM DRAINAGE EASEMENT
 - ////// NON-UTILITARY ACCESS

CURVE DATA TABLE
 (THIS SHEET ONLY)

RADIUS	CHORD BEARING & DISTANCE	DELTA
1	560.271.29°E	66.51
2	668.112.22°E	26.20
3	520.511.27°W	45.09
4	502.453.43°W	100.76
5	630.285.6°E	60.51
6	535.385.6°E	9.08
7	651.490.5°W	164.52
8	660.241.5°W	56.61
9	617.254.8°W	8.96
10	561.495.1°E	398.27
		337.03
		20.700.00

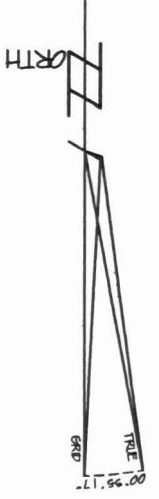


REFERENCES:
 SADD, J-B
 RS 8-141
 SADD, J-B

- NOTES:**
1. ALL DISTANCES ALONG CURVED LINES ARE CHORD MEASUREMENTS.
 2. ALL END OF CURVES AND BEGINNINGS OF CURVES ALONG STREET CENTRLINES ARE MARKED BY AN ANCHORING PILE W/IT BRASS MARKER STAMPED TREE 10442 SET FLUSH TO FINISH PAVEMENT.
 3. ALL RADIUS CORNERS ARE MARKED BY A 3/4" CIP, STAMPED: T&E 10442-1005.
 4. ALL FRONT CORNERS ARE MARKED BY A GRAVE IN THE TOP BACK OF SIDEWALK OR IN THE TOP BACK OF CURB, WHERE THERE IS NO SIDEWALK AT THE OTHER END OF THE PROPERTY LINE, UNLESS OTHERWISE SHOWN HEREON.
 5. ALL OF THE LOTS SHOWN HEREON ARE SUBJECT TO THE REQUIREMENTS OF THE EL DORADO HILLS DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN EL DORADO HILLS INVESTORS, LTD. AND THE COUNTY OF EL DORADO ON JANUARY 5, 1993, RECORDED IN BOOK 9408 AT PAGE 105 OR THEREIN.
 6. LOT D IS A LARGER LOT CONFORMING WITH FUTURE PHASES OF VILLAGE K1 & K2 AND IS FOR FUTURE ONLY.
 7. THE AREA CONTAINED WITHIN LOT R1 IS 0.793 ACRES.
 8. THE AREA CONTAINED WITHIN LOT R2 IS 0.801 ACRES.
 9. THE AREA CONTAINED WITHIN THIS SUBDIVISION IS 175.91 GROSS ACRES, CONSISTING OF 24 BUILDING LOTS AND 5 MISCELLANEOUS LOTS.

BASIS OF BEARINGS:
 THE MERIDIAN OF THIS SURVEY IS CENTRAL TO THAT OF RS 8-141 AND IS GRID NORTH. BEARINGS CLOCKWISE 00°50'11" TO OBTAIN TRUE BEARINGS. ALL DISTANCES ARE GRID DISTANCES.

00°50'11" @ STATE OF CALIFORNIA
 25-11' GRID COORDINATES
 (N) 2004040 (P) 2004040



SERRANO VILLAGE K1 & K2, UNIT NO. 2

A PORTION OF SECTION 25, T. 10 N., R. 8 E., M.D.M.
 BEING LOT A OF SERRANO VILLAGE K1 & K2, UNIT NO. 1, SUBD. J-19
 COUNTY OF EL DORADO ***** SCALE: 1"=60'
 APRIL 2006 *** GENE E. THORNE & ASSOCIATES, INC.

BASIS OF BEARINGS:

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THAT
 OF RS 1-W-11 AND IS GRID NORTH. ROTATE BEARINGS
 CLOCKWISE 60° 59' 57" TO OBTAIN THE NORTH BEARINGS.
 ALL DISTANCES ARE GROUND DISTANCES.

LOT B
 SEE SHEET 2

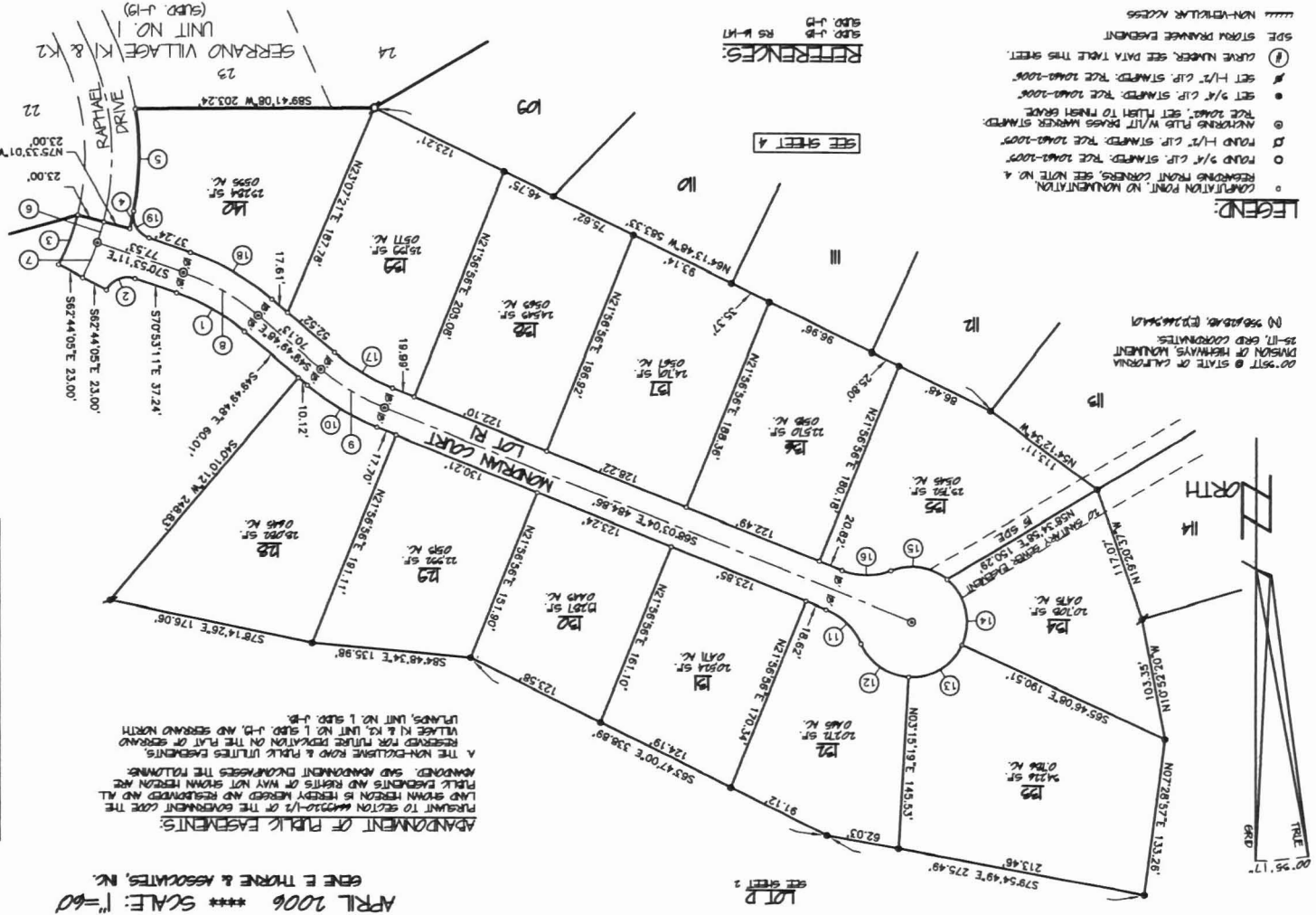
ADVANCEMENT OF PUBLIC EASEMENTS:
 PRESENT TO SECTION 440032-1/2 OF THE GOVERNMENT CODE THE
 PUBLIC EASEMENTS AND RIGHTS OF WAY NOT SHOWN HEREIN ARE
 ABANDONED AND APPROPRIATION ENCOMPASSES THE FOLLOWING:
 A THE NON-ADJACENT ROAD & PUBLIC UTILITIES EASEMENTS
 RESERVED FOR FUTURE RELOCATION ON THE PLAN OF SERRANO
 VILLAGE K1 & K2, UNIT NO. 1, SUBD. J-19, AND SERRANO NORTH
 UPLANDS, UNIT NO. 1, SUBD. J-18.

CURVE DATA TABLE
 (THIS SHEET ONLY)

CURVE	BEARING & DISTANCE	DELTA	RAIUS
1	S60°21'28"E	66.51'	182.00'
2	N68°11'22"E	26.20'	202.00'
3	S20°51'27"W	45.09'	248.00'
4	S17°42'22"W	15.08'	248.00'
5	S00°59'05"W	85.94'	248.00'
6	N16°46'54"E	18.31'	225.00'
7	N23°11'22"E	31.98'	225.00'
8	N60°21'30"W	73.09'	200.00'
9	N58°56'26"W	63.34'	200.00'
10	N58°56'26"W	69.04'	218.00'
11	N45°54'03"W	41.47'	55.00'
12	N55°14'52"W	49.11'	47.00'
13	S58°44'35"W	53.28'	47.00'
14	S13°00'28"E	56.88'	47.00'
15	S81°17'55"E	48.49'	47.00'
16	N88°47'55"E	41.47'	55.00'
17	S58°56'26"E	67.64'	182.00'
18	S60°21'30"E	79.67'	218.00'
19	S29°57'44"E	26.20'	202.00'

NOTES:

1. ALL DISTANCES ALONG CURVED LINES ARE GROUND MEASUREMENTS.
2. ALL END OF CURVES AND BEGINNINGS OF CURVES OR ALONG STREET CENTERLINES ARE MARKED BY AN ARCHING PLUB W/IT BRASS MARKER STAMPED "ACE 2006", SET FLUSH TO FINISH GRADE.
3. ALL REAR LOT CORNERS ARE MARKED BY A 3/4" CLIP, STAMPED "ACE 2006-2007".
4. ALL FRONT CORNERS ARE MARKED BY A GLASS IN THE TOP BACK OF SIDEWALK OR IN THE TOP BACK OF CURB, WHERE THERE IS NO SIDEWALK AT THE PROXIMITY OF THE PROPERTY LINE. IN LINES OTHERWISE SHOWN HEREIN.
5. ALL OF THE LOTS SHOWN HEREIN ARE SUBJECT TO THE REQUIREMENTS OF THE EL DORADO HILLS SPECIFIC PLAN AND THE PROVISIONS OF THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN EL DORADO HILLS INVESTORS LTD., AND THE RECORDED IN BOOK 908 AT PAGE 15 OR 23.00' OF EL DORADO HILLS INVESTORS LTD., AND THE LOT B IS A LARGER LOT CORNERING WITH PLUMB ONLY.
7. THE AREA CONTAINED WITHIN LOT R1 IS 0.779 ACRES.
8. THE AREA CONTAINED WITHIN LOT R2 IS 0.801 ACRES.
9. THE AREA CONTAINED WITHIN THIS SUBDIVISION IS ALSO ACRES, CONSISTING OF 24 BUILDING LOTS AND 3 MISCELLANEOUS LOTS.



LEGEND:

- CONTINUATION POINT, NO DOCUMENTATION.
- REARING POINT, CONINGS, SEE NOTE NO. 4.
- FOUND 3/4" CLIP, STAMPED: "ACE 2006-2007".
- ARCHING PLUB W/IT BRASS MARKER STAMPED: "ACE 2006", SET FLUSH TO FINISH GRADE.
- SET 3/4" CLIP, STAMPED: "ACE 2006-2006".
- SET 1/2" CLIP, STAMPED: "ACE 2006-2006".
- ① CURVE NUMBER, SEE DATA TABLE THIS SHEET.
- SIDE STORM DRAINAGE EASEMENT.
- NON-VEHICULAR ACCESS.

REFERENCES:

- RS 1-W-11
- RS 1-W-10
- RS 1-W-9

SEE SHEET 4

SERRANO VILLAGE K1 & K2, UNIT NO. 2

A PORTION OF SECTION 25, T. 10 N., R. 8 E., MDM.
 BEING LOT A OF SERRANO VILLAGE K1 & K2, UNIT NO. 1, SUBD. J-H
 COUNTY OF EL DORADO ***** STATE OF CALIFORNIA
 APRIL 2006 ***** SCALE: 1"=60'
 GENE E. THORNE & ASSOCIATES, INC.

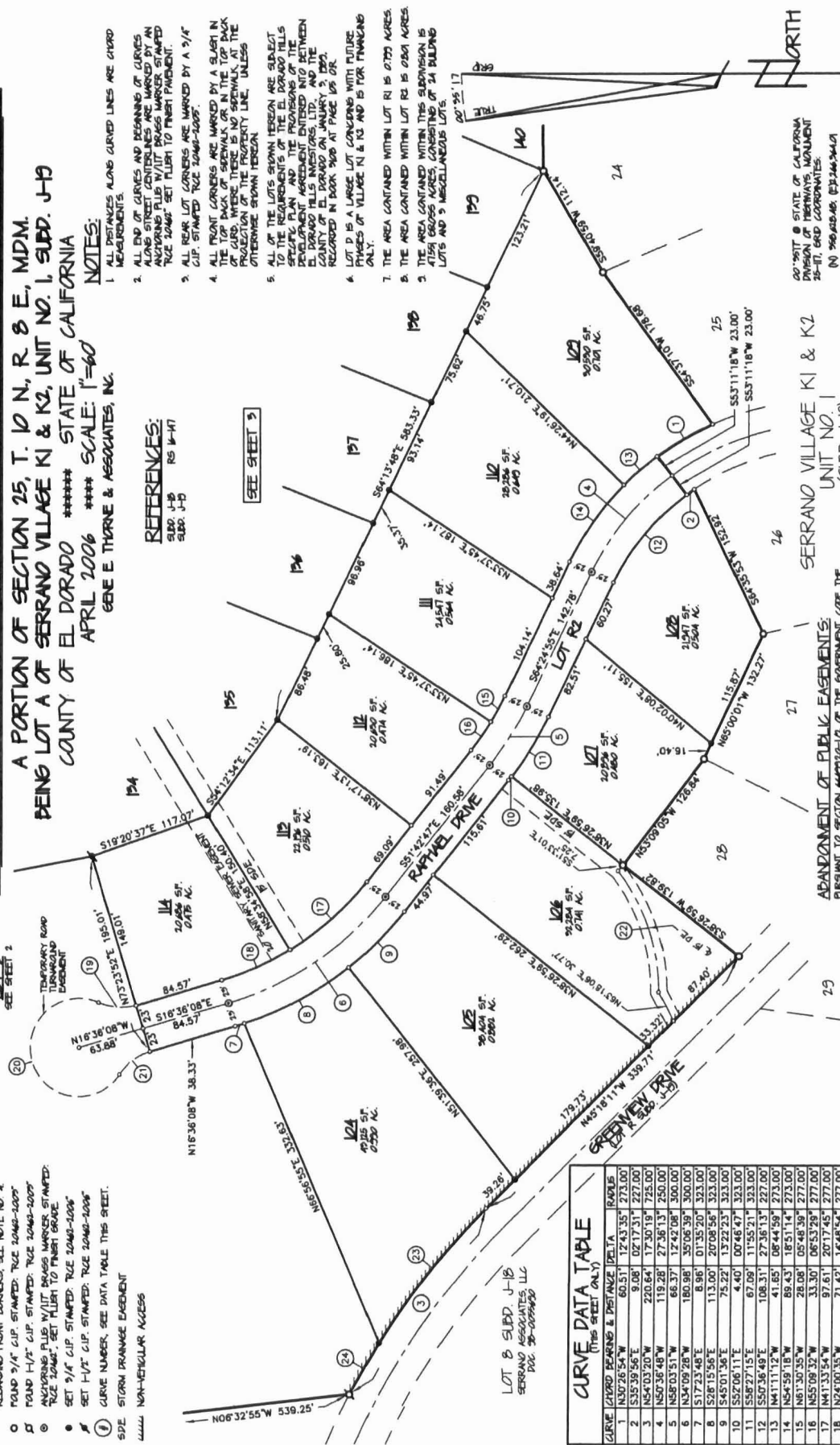
- LEGEND:**
- COMPUTATION POINT, NO. NON-ADJUSTMENT
 - REARWARD FRONT CORNERS, SEE NOTE NO. 4
 - POUND 3/4" C.I.P. STAMPED: TUE 10AM-1000"
 - POUND 1/2" C.I.P. STAMPED: TUE 10AM-1000"
 - ANGLE WITH W/IT CROSS MARKER STAMPED: TUE 10AM; SET FLUOR TO FRONT FACED.
 - SET 3/4" C.I.P. STAMPED: TUE 10AM-1000"
 - SET 1/2" C.I.P. STAMPED: TUE 10AM-1000"
 - CURVE NUMBER, SEE DATA TABLE THIS SHEET.
 - STAIR DRAINAGE EASEMENT
 - NON-VEHICULAR ACCESS

- REFERENCES:**
- 380: J-B RS 1-11
 - 380: J-D RS 1-11
 - 380: J-E RS 1-11

NOTES:

1. ALL DISTANCES ALONG CURVED LINES ARE CHORD MEASUREMENTS.
2. ALL END OF CURVES AND BEGINNING OF CURVES ALONG STREET CENTERLINES ARE MARKED BY AN ANGLE AND SET FLUOR TO FRONT FACED. THE CURVE NUMBER IS TO BE STAMPED BY THE C.I.P. STAMPED: TUE 10AM-1000".
3. ALL REAR LOT CORNERS ARE MARKED BY A 3/4" C.I.P. STAMPED: TUE 10AM-1000".
4. ALL FRONT CORNERS ARE MARKED BY A SLANT IN THE TOP BACK OF SIDEWALK OR IN THE TOP BACK OF FRONT DRIVE OR IN THE TOP BACK OF THE PROJECTIONS OF THE PROPERTY LINE, UNLESS OTHERWISE SHOWN HEREON.
5. ALL OF THE LOTS SHOWN HEREON ARE SUBJECT TO THE REQUIREMENTS OF THE EL DORADO HILLS DEVELOPMENT PLAN AND THE PROVISIONS OF THE DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE COUNTY OF EL DORADO AND THE COUNTY OF CALIFORNIA, AS AMENDED, AND AS RECORDED IN BOOK 9008 AT PAGE 105 OR 106.
6. LOT D IS A LARGE LOT CONSIDERING WITH OTHER PHASES OF VILLAGE K1 & K2 AND IS FOR TRUNKING ONLY.
7. THE AREA CONTAINED WITHIN LOT R1 IS 0.700 ACRES.
8. THE AREA CONTAINED WITHIN LOT R2 IS 0.264 ACRES.
9. THE AREA CONTAINED WITHIN THIS SUBDIVISION IS 4.759 ACRES, CONSISTING OF 24 BUILDING LOTS AND 5 MISCELLANEOUS LOTS.

SEE SHEET 3



STATE OF CALIFORNIA
 DIVISION OF HIGHWAYS, MONUMENT
 25-11, GRID COORDINATES
 (N 960,828.46; E 124,246.41)

BASIS OF BEARINGS:
 THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THAT OF RS 1-11 AND IS GRID NORTH. BUT DATE BEARINGS OF RS 1-11 TO OBTAIN TRUE NORTH BEARINGS ALL DISTANCES ARE GRID DISTANCES.

SERRANO VILLAGE K1 & K2
 UNIT NO. 1
 (SUBD. J-H)

ABANDONMENT OF PUBLIC EASEMENTS:
 PURSUANT TO SECTION 640001.7 OF THE GOVERNMENT CODE, THE LAND SHOWN HEREON IS HEREBY ABANDONED AND REDEVLOPED AND ALL PUBLIC EASEMENTS AND RIGHTS OF WAY NOT SHOWN HEREON ARE ABANDONED. SAID ABANDONMENT ENCOMPASSES THE FOLLOWING:
 A. THE NON-EXCLUSIVE ROAD & PUBLIC UTILITIES EASEMENTS ACROSS LOTS 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

CURVE DATA TABLE
 (THIS SHEET ONLY)

CURVE	CHORD BEARINGS & DISTANCE	DELTA	RADIUS
1	N30°26'54"W	60.51'	1743.35'
2	S35°39'56"E	9.08'	02717.31'
3	N64°03'20"W	220.64'	17300.19'
4	N65°38'48"W	119.28'	2736.13'
5	N65°03'51"W	66.37'	1742.08'
6	N64°09'28"W	180.98'	3508.59'
7	S17°23'48"E	8.96'	0135.20'
8	S26°19'58"E	113.00'	2008.56'
9	S45°01'36"E	75.22'	1322.23'
10	S52°06'11"E	4.40'	00448.47'
11	S52°27'15"E	67.09'	1155.21'
12	N41°14'19"E	108.31'	2736.13'
13	N45°49'18"W	41.65'	0644.59'
14	N61°30'35"W	88.43'	1851.14'
15	N65°09'32"W	33.30'	0649.39'
16	N41°53'54"W	31.41'	2071.95'
17	N64°00'35"W	37.41'	1814.54'
18	N64°27'05"E	35.68'	1814.54'
19	S37°39'21"E	31.85'	2657.140'
20	S37°39'21"E	35.68'	1814.54'
21	N71°31'53"E	122.20'	3731.00'
22	N51°48'05"W	164.52'	1301.48'
23	N60°34'15"W	56.81'	0428.31'
24	N60°34'15"W	56.81'	0428.31'

EL DORADO IRRIGATION DISTRICT

METER AWARD LETTER

*Original in file
with planning -
reg. K1 & K2, Unit no. 3*

05 MAY -5 PM 3:41

This serves as an award for **RECEIVED**
PLANNING DEPARTMENT

SUBDIVISION PARCEL SPLIT OTHER

APPLICANT/S NAME AND ADDRESS: Serrano Associates
4525 Seneca Parkway
El Dorado Hills
SERVICE LOCATION: El Dorado Hills

PROJECT NAME or TENTATIVE PARCEL MAP: Serrano K1/K2
APN/S: 113-640-01 (Unit 2 - 24 lots) 113-650-01 (Unit 3 - 20 lots)

This METER AWARD LETTER is issued to the - OWNER / AGENT (Circle one)
Note: If the agent is making the application, a duly notarized authorization must be attached.

FOR SUBDIVISIONS - Applicant has met the following requirements:

1. District has approved the final Facility Plan Report.
2. Applicant submits verification of a valid Tentative Parcel Map from the County/City.
3. Applicant has satisfied all applicable engineering, environmental, right-of-way, and bonding requirements as specified in Regulation No. 22.
4. Applicant has paid all applicable water and wastewater fees, connection charges, and Bond Segregation Fees if applicable.
5. Applicant has satisfied all other District requirements pursuant to Regulation No. 22.

FOR PARCEL SPLITS - Applicant has met the following requirements for a Parcel Split:

1. Applicant submits Facility Improvement Letter.
2. Applicant completes Water Service Application form.
3. Applicant submits verification of a valid Tentative Parcel Map from the County/City.
4. Applicable water/wastewater connection fees paid.
5. Applicant pays Bond Segregation Fees; if applicable.
6. Bond Requirements (e.g. Performance/Guarantee) have been met if applicable.

The District hereby grants this award for:

WATER: 44 EDU's (Equivalent Dwelling Unit), Water & Recycled (Dual System)

WASTEWATER: 44 EDU's (Equivalent Dwelling Unit).

Work Order No: _____

Comments: Meters will not be set on permits signed by Lenth
in release as obtained from EID Inspection
Meters are subject to installation upon issuance of a Final Map, and if applicable, upon system improvement completion and acceptance by the District.

Applicant has read the above information and acknowledges receipt of a copy of this METER AWARD LETTER.

Applicant's Signature: [Signature]
Date: 6-15-05
Business Service Technician: [Signature]

White Copy - Project File Yellow Copy - Applicant Pink Copy - Audit Goldenrod - County/City

(05/00)Workgroups/BS740

TM 01-1377 F



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION**



INTEROFFICE MEMORANDUM

Date: August 22, 2006

To: Mel Pabalinas, Senior Planner, Planning Services, DSD

From: Gregory Hicks, Senior Civil Engineer, Land Development Section, DOT

A handwritten signature in black ink, appearing to be "G. Hicks", located to the right of the "From:" line.

Subject: Serrano Village K1/K2 Unit 2, Final Map

I have reviewed the Final Map and have found that the conditions of approval, the plans and the final map to be in general conformance with the requirements that the Land Development Section imposed on the tentative map. It is therefore approved, signed and stamped.

EXHIBIT E D.O.T APPROVAL MEMO

**COUNTY OF EL DORADO
COUNTY SURVEYOR
INTERDEPARTMENTAL MEMORANDUM**

DATE: August 29, 2006

TO: Mel Pabalins, El Dorado County Planning Department.



FROM: Rich Briner

SUBJECT: Serrano Village K1 & K2 Unit #2

This memo is to inform you that Serrano Village K1 & K2 Unit #2 final map is in our office and that all the signatures required by the Subdivision Map Act are on the map. We believe the map is ready for approval by the Board of Supervisors.

If you have any questions, please call extension 5440.

Rich Briner

Cc: Brian Thiommet, REY

CONTRACT ROUTING SHEET

RESUBMITTAL

PROCESSING DEPARTMENT:

Department: Transportation
 Dept. Contact: Sandy Ewert
 Phone: x5102
 Department Head Signature: [Signature]
 Richard W. Shepard
 Director of Transportation

Developer Name: Serrano Associates, LLC
 Address: 4525 Serrano Parkway
El Dorado Hills, CA 95762
 Phone: (916) 939-4060

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: N/A No:
 Compliance verified by: NA - Subdivision Improvement Agreement

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Disapproved: Date: 8/3/06 By: [Signature]
 Approved: Disapproved: Date: By:

ASSIGNMENT

DOT: Please note that, contrary to your memo, the Rider does not increase the penal sum of the bond - rather, it references the cumulative amount of L&M's performance bonds.

Please forward to Risk Management upon approval.

Index Code	BY: <u>301000</u>	User Code: <u>96000A - TM 01-1377</u>
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RISK MANAGEMENT: (All contracts and MOUs except boilerplate gra ~~ding~~ agreements)

Approved: Disapproved: Date: 8/3/06 By:
 Approved: Disapproved: Date: By:

AUG 03 2006

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s):
 Approved: Disapproved: Date: By:
 Approved: Disapproved: Date: By:

2006 JUL 25 PM 4:36
 EL DORADO COUNTY COUNSEL
 [Signature]

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY AND OWNER

THIS AGREEMENT, 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 **SERRANO ASSOCIATES, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California 95762 (hereinafter referred to as "Owner"); concerning **SERRANO VILLAGE K1 & K2 – UNIT NO. 2** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the _____ day of _____, 2006.

RECITALS

Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as **SERRANO VILLAGE K1 & K2 – UNIT NO. 2**. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

OWNER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **SERRANO VILLAGE K1 & K2 – UNIT NO. 2** which were approved by the County Engineer, Department of Transportation, on June 24, 2005. Attached hereto are Exhibit A, marked "Schedule of General Sitework Improvements;" Exhibit B, marked "Schedule of Surface Improvements;" Exhibit C, marked "Schedule of Storm Drainage Improvements;" Exhibit D, marked "Schedule of Sanitary Sewer Improvements;" Exhibit E, marked "Schedule of Water Improvements;" Exhibit F, marked "Schedule of Reclaimed Water Improvements;" Exhibit G, marked "Schedule of Utility Improvements;" Exhibit H, marked "Schedule of Erosion Control Improvements;" and Exhibit I, marked "Schedule of Consultant Fees & Services;" all of which are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units and costs associated with the improvements to be made.

2. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.

3. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's, Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

4. Post security acceptable to County as provided in Section 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

5. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

6. Provide deposit for and pay to County all costs of construction oversight, inspection, administration and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.

7. Have as-built plans prepared by a civil engineer and filed with the Department of Transportation as provided in Section 16.16.060 of the Code.

8. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

9. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any Contractor(s), Subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

10. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

11. Provide continuous, sufficient access to Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

12. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of Owner.

COUNTY WILL:

13. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 16.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

14. Upon receipt of a Certificate from County's Director of Transportation stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 16.16.040 of the Code.

15. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 of the Code.

16. Require Owner to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by County's Director of Transportation to be necessary or advisable for the proper completion or construction of the whole work contemplated, provided the amount of such changes in the improvements does not exceed ten percent (10%) of the total estimated cost of the public improvements.

17. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County's Director of Transportation to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements and County's Grading, Erosion and Sediment Control Ordinances.

18. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.

19. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

20. Require Owner to pay County for costs, expenses and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

ADDITIONAL PROVISIONS:

21. The estimated cost of installing all of the improvements is **NINE HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED SEVEN and 00/100 dollars (\$926,807.00).**

22. Owner shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.

23. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

24. 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.

25. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.

26. 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:

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, CA 95667

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: James W. Ware,
Deputy Director,
Transportation Planning and Land Development

Attn.: Tim Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Serrano Associates, LLC
4525 Serrano Parkway
El Dorado Hills, CA 95762
Attn.: Tom Howard,
Vice President of Construction

or to such other location as Owner directs.

27. The County officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Transportation Planning and Land Development, Department of Transportation, or successor.

28. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

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

30. 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.

IN WITNESS WHEREOF, the parties 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: _____

Dated: _____

Board of Supervisors
"County"


Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- SERRANO ASSOCIATES, LLC --
A Delaware limited liability company

By: Parker Development Company
a California corporation,
Its Managing Member

By: 

William R. Parker
President
"Owner"

Dated: 4-21-06

WK
4/21/06

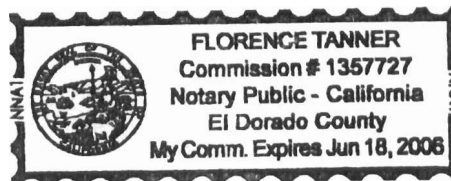
ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On April 21, 2006 before me, Florence Tanner, Notary Public personally appeared William R. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Subdivision Improvement Agreement**
 Serrano, Village K1 and K2 – Unit 2

Exhibit A

SCHEDULE OF GENERAL SITEWORK IMPROVEMENTS

Owner agrees to perform general sitework improvements in the **SERRANO VILLAGE K1 & K2, UNIT NO. 2** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of General Sitework Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Clearing & Grubbing	1.81	AC	\$3,500.00	\$6,335.00
Excavation	3,644	CY	\$12.50	\$45,550.00

Total General Sitework Improvements Cost	\$51,885.00
Plus 10% Contingency	\$5,188.50
Estimated Total General Sitework Improvements Cost	\$57,073.50

Exhibit B

SCHEDULE OF SURFACE IMPROVEMENTS

Owner agrees to improve all streets and roads for dedication upon the final map of the **SERRANO VILLAGE K1 & K2, UNIT NO. 2** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Surface Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Asphalt Paving, 3"AC, 8"AB	65,358	SF	\$2.50	\$163,395.00
6" AC Dike (at Temp. Bulb)	244	LF	\$6.00	\$1,464.00
6" AB Access Road (for SL)	5,688	SF	\$1.00	\$5,688.00
Rolled Curb & Gutter (Type I Modified)	3,323	LF	\$18.00	\$59,814.00
Sidewalk 4" Thickness (Concrete)	6,659	SF	\$5.00	\$33,295.00
Barricades	2	EA	\$500.00	\$1,000.00
Remove (e) Barricades	2	EA	\$100.00	\$200.00
Stop Bar and "STOP" (8' High)	1	EA	\$400.00	\$400.00
Street Signs (1 Post)	1	EA	\$400.00	\$400.00

Total Surface Improvements Cost	\$265,656.00
Plus 10% Contingency	\$26,565.60
Estimated Total Surface Improvements Cost	\$292,221.60

Exhibit C

SCHEDULE OF STORM DRAINAGE IMPROVEMENTS

Owner agrees to install storm drainage improvements for the **SERRANO VILLAGE K1 & K2, UNIT NO. 2** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Storm Drainage Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
18" CMP, 16 GA Aluminized	62	LF	\$45.00	\$2,790.00
18" HDPE	611	LF	\$40.00	\$24,440.00
DI, Type B	3	EA	\$1,000.00	\$3,000.00
Standard Manhole, 48"	4	EA	\$2,500.00	\$10,000.00
V-Ditch es	150	LF	\$8.00	\$1,200.00

Total Storm Drainage Improvements Cost	\$41,430.00
Plus 10% Contingency	\$4,143.00
Estimated Total Storm Drainage Improvements Cost	\$45,573.00

Exhibit D

SCHEDULE OF SANITARY SEWER IMPROVEMENTS

Owner agrees to install the sewer collection and disposal system for the **SERRANO VILLAGE K1 & K2, UNIT NO. 2** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Sanitary Sewer Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC SDR 26	817	LF	\$45.00	\$36,765.00
6" PVC SDR 35	1,527	LF	\$40.00	\$61,080.00
Standard Manhole, 48" Precast	7	EA	\$2,500.00	\$17,500.00
Standard Manhole, 48" (Cast in Place)	3	EA	\$3,000.00	\$9,000.00
Standard Manhole, 60" Precast	1	EA	\$3,500.00	\$3,500.00
Manhole Lining, 60" dia.	1	EA	\$2,500.00	\$2,500.00
Sewer Service, 4"	15	EA	\$900.00	\$13,500.00
Pump Sewer Service 2"	8	EA	\$1,000.00	\$8,000.00
Tie to 6" (E) Sewerline	1	EA	\$1,000.00	\$1,000.00

Total Sanitary Sewer Improvements Cost	\$152,845.00
Plus 10% Contingency	\$15,284.50
Estimated Total Sanitary Sewer Improvements Cost	\$168,129.50

Exhibit E

SCHEDULE OF WATER IMPROVEMENTS

Owner agrees to install the water supply and distribution system in the **SERRANO VILLAGE K1 & K2, UNIT NO. 2** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC C-900 (CL200)	880	LF	\$38.00	\$33,440.00
8" PVC C-900 (CL200)	826	LF	\$42.00	\$34,692.00
6" Gate Valve Assembly	1	EA	\$900.00	\$900.00
8" Gate Valve Assembly	2	EA	\$1,000.00	\$2,000.00
1" Water Svc (incls, some future lots)	28	EA	\$500.00	\$14,000.00
2" Blow off	3	EA	\$700.00	\$2,100.00
Fire Hydrants Assembly	4	EA	\$2,500.00	\$10,000.00
1" Air/Vac Release	2	EA	\$950.00	\$1,900.00
Tie To (E) 6" Waterline	1	EA	\$1,200.00	\$1,200.00
Tie to [E] 8" Waterline	1	EA	\$1,500.00	\$1,500.00
Remove (E) Blow Off	2	EA	\$400.00	\$800.00
Remove (E) Air Release Valve	1	EA	\$400.00	\$400.00

Total Water Improvements Cost	\$102,932.00
Plus 10% Contingency	\$10,293.20
Estimated Total Water Improvements Cost	\$113,225.20

Exhibit F

SCHEDULE OF RECLAIMED WATER IMPROVEMENTS

Owner agrees to install the reclaimed water supply and distribution system in the **SERRANO VILLAGE K1 & K2, UNIT NO. 2** Subdivision as required by El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Reclaimed Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" Purple Plus PVC C-900 (CL200)	1,759	LF	\$36.00	\$63,324.00
6" Gate Valve Assembly	4	EA	\$900.00	\$3,600.00
1" Water Svc. (2 lots have (e) svc's.)	25	EA	\$500.00	\$12,500.00
2" Blow off	4	EA	\$700.00	\$2,800.00
1" Air/Vac Release	2	EA	\$800.00	\$1,600.00
Remove (e) Blow Off	2	EA	\$300.00	\$600.00
(E) 1" ARV to remain (check & clean)	1	EA	\$300.00	\$300.00
Tie To (E) 6" RWL	2	EA	\$800.00	\$1,600.00

Total Reclaimed Water Improvements Cost	\$86,324.00
Plus 10% Contingency	\$8,632.40
Estimated Total Reclaimed Water Improvements Cost	\$94,956.40

Exhibit G

SCHEDULE OF UTILITY IMPROVEMENTS

Owner agrees to install utility improvements in the SERRANO VILLAGE K1 & K2, UNIT NO. 2 Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Utility Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Utility Services	24	EA	\$350.00	\$8,400.00
Utility Conduits	1,854	LF	\$10.00	\$18,540.00
Utility Trenching	1,854	LF	\$35.00	\$64,890.00

Total Utility Improvements Cost	\$91,830.00
Plus 10% Contingency	\$9,183.00
Estimated Total Utility Improvements Cost	\$101,013.00

Exhibit H

SCHEDULE OF EROSION CONTROL IMPROVEMENTS

Owner agrees to install erosion control improvements in the SERRANO VILLAGE K1 & K2, UNIT NO. 2 Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Erosion Control Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Straw Wattles	930	LF	\$5.00	\$4,650.00
Sand/Gravel filled Bags	400	LF	\$5.00	\$2,000.00
Hydroseeding	40,000	SF	\$0.05	\$2,000.00
Check Dams	3	EA	\$200.00	\$600.00
SWPPP Implementation	1	LS	\$3,500.00	\$3,500.00
Fugitive Dust Control	1	LS	\$2,500.00	\$2,500.00
Stabilized Construction Entrance	2	EA	\$1,500.00	\$3,000.00

Total Erosion Control Improvements Cost	\$18,250.00
Plus 10% Contingency	\$1,825.00
Estimated Total Erosion Control Improvements Cost	\$20,075.00

Exhibit I

SCHEDULE OF CONSULTANT FEES & SERVICES

Owner agrees to pay for consultant fees and services in the **SERRANO VILLAGE K1 & K2, UNIT NO. 2** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Consultant Fees & Services:

Item Description	Quantity	Units	Unit Cost	Total Cost
Construction Staking	1	LS	\$18,400.00	\$18,400.00
Construction Engineering	1	LS	\$13,000.00	\$13,000.00

Total Consultant Fees & Services Cost	\$31,400.00
Plus 10% Contingency	\$3,140.00
Estimated Total Consultant Fees & Services Cost	\$34,540.00

Certificate Of Partial Completion Of Subdivision Improvements

I hereby certify that the following improvements in the **SERRANO VILLAGE K1 & K2 - UNIT NO. 2** Subdivision have been completed, to wit:

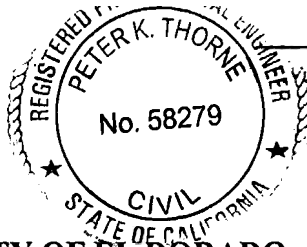
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
General Sitework	\$ 57,073	0%	\$ 57,073
Surface Improvements	\$ 292,222	0%	\$ 292,222
Storm Drainage	\$ 45,573	0%	\$ 45,573
Sanitary Sewer Improvements	\$ 168,130	0%	\$ 168,130
Water Improvements	\$ 113,225	0%	\$ 113,225
Reclaimed Water	\$ 94,956	0%	\$ 94,956
Utilities	\$ 101,013	0%	\$ 101,013
Erosion Control	\$ 20,075	0%	\$ 20,075
Consultant Fess/Svc.	\$ 34,540	0%	\$ 34,540
Totals	\$ 926,807		\$ 926,807

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **NINE HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED SEVEN and 00/100 dollars (\$926,807.00)**.

The Performance Bond is for the amount of **NINE HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED SEVEN and 00/100 dollars (\$926,807.00)**. (100% of Remaining Amount Total, Column 3)

The Labor and Materialmens Bond is for the amount of **FOUR HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED FOUR and 00/100 dollars (\$463,404.00)**. (50% of the Total Amount, Column 1)

DATED: 4/18/06



P.K.T.

Peter K. Thorne
Gene E. Thorne & Associates
3025 Alhambra Drive
Cameron Park, CA 95682

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 5/11/06

Richard W. Shepard, P.E.
Director of Transportation

Bond No. 929374864

Premium \$3,920.00

PERFORMANCE BOND AGREEMENT FORM

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and **SERRANO ASSOCIATES, LLC, a Delaware limited liability company** (hereinafter designated as “Principal”), have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2006, and identified as project **SERRANO VILLAGE K1 & K2 – UNIT NO. 2 (TM 01-1377)** is hereby referred to and made part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and The Continental Insurance Company, (hereinafter designated as “Surety”), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **Nine Hundred Twenty Six Thousand Eight Hundred Seven Dollars (\$926,807.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents

Performance Bond (continued)

and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.


As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on May 4, 2006.

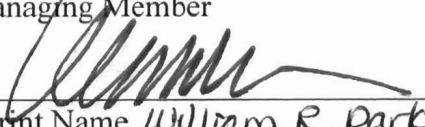
"Surety"
THE CONTINENTAL INSURANCE COMPANY

"Principal"
SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By 
Katherine G. Zerounian,
Attorney-In-Fact

Print Name

By: _____
Parker Development Company
a California corporation,
Its Managing Member

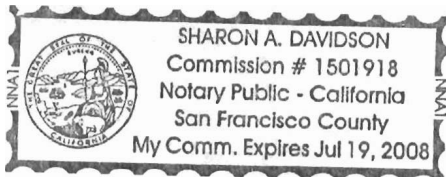
By: 
Print Name William R. Parker
Its: President
Print Title

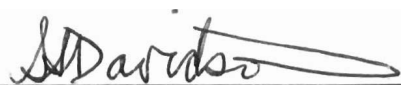
NOTARIES ATTACHED

**STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

On this 4th day of May, 2006, before me a Notary Public, personally appeared Katherine G. Zerounian, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name is subscribed to this instrument, and acknowledged that ~~he~~ (she ~~or they~~) executed it.

WITNESS my hand and official seal.

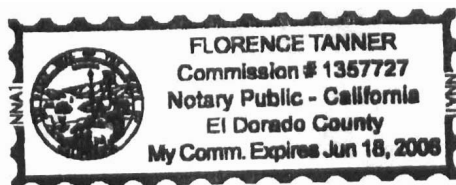




Sharon A. Davidson, Notary Public in and for said County and State

**STATE OF CALIFORNIA
COUNTY OF EL DORADO**

On this 5th day of May, 2006, before me a Notary Public, personally appeared William R. Parker, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (~~she or they~~) executed it.

WITNESS my hand and official seal.




Notary Public in and for said County and State

Bond No. 929374864

Premium Included in Perf.

LABORERS AND MATERIALMENS BOND FORM

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and **SERRANO ASSOCIATES, LLC, a Delaware limited liability company** (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2006, and identified as project **SERRANO VILLAGE K1 & K2 – UNIT NO. 2 (TM 01-1377)** is hereby referred to and made part hereof; and

Whereas, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, we, the Principal and The Continental Insurance Company hereinafter designated “Surety”), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **Four Hundred Sixty-Three Thousand Four Hundred Four Dollars (\$463,404)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Laborers and Materialmens Bond (continued)

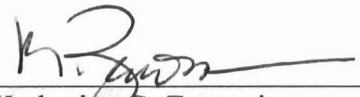
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner effect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on May 4, 2006.

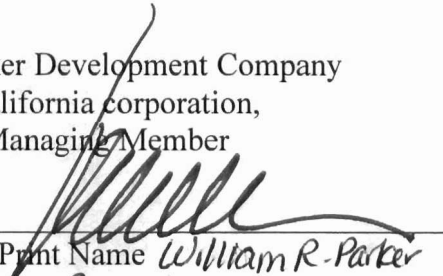
“Surety”
THE CONTINENTAL INSURANCE COMPANY

“Principal”
SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By 
Katherine G. Zerounian,
Attorney-in-Fact

Print Name

By: Parker Development Company
a California corporation,
Its Managing Member

By: 
Print Name William R. Parker
Its: President
Print Title

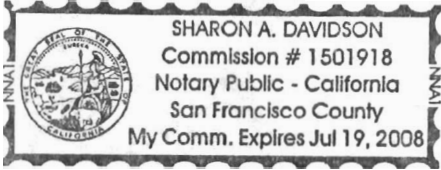
NOTARIES ATTACHED

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On this 4th day of May, 2006, before me a Notary Public, personally appeared Katherine G. Zerounian, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name is subscribed to this instrument, and acknowledged that ~~he~~ (she ~~or they~~) executed it.

WITNESS my hand and official seal.



Sharon A. Davidson

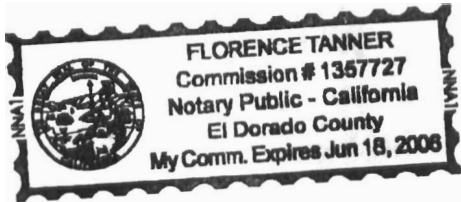
Sharon A. Davidson, Notary Public in and for said County and State

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On this 5th day of May, 2006, before me a Notary Public, personally appeared William R. Parker, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (~~she or they~~) executed it.

WITNESS my hand and official seal.



Florence Tanner

Notary Public in and for said County and State

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

'Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John T Lettieri, Mark Roppo, Katherine G Zerounian, Paul S Rodriguez, Tom Branigan, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of September, 2005.



The Continental Insurance Company

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of September, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4TH day of MAY, 2006.



The Continental Insurance Company

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

R I D E R

To be attached to and form part of:

Bond Number 929374864
dated 5/4/2006

issued by the THE CONTINENTAL INSURANCE COMPANY
in the amount of \$ 1,390,211.00

on behalf of SERRANO ASSOCIATES, LLC
(Principal)

and in favor of COUNTY OF EL DORADO
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Effective Date shall be amended:

FROM: May 4, 2006

TO: May 5, 2006


It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 5th day of May, 2006.


Signed, Sealed & Dated this 14th day of July, 2006.

SERRANO ASSOCIATES, LLC., a Delaware limited liability company

By: Parker Development Company a California corporation,
Its Managing Member

By: 
(Principal)

THE CONTINENTAL INSURANCE COMPANY
(Surety)

By: 
Katherine G. Zerounian, Attorney-in-Fact

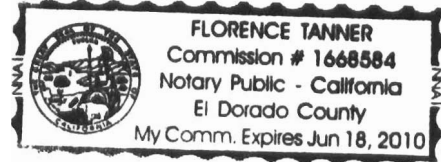
ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On July 14, 2006 before me, Florence Tanner, Notary Public personally appeared James E. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Rider**
Bond #929374864

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

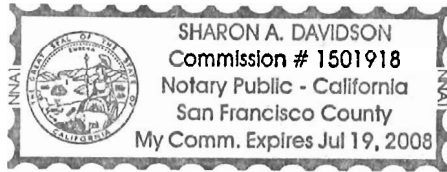
State of California }
County of SAN FRANCISCO } ss.

On JULY 17, 2006, before me, SHARON A. DAVIDSON, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KATHERINE G. ZEROUNIAN
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Name Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporation Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John T Lettieri, Mark Roppo, Katherine G Zerounian, Paul S Rodriguez, Tom Branigan, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of September, 2005.



The Continental Insurance Company

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 1st day of September, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17TH day of JULY, 2006.



The Continental Insurance Company

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary



RECORDING REQUESTED BY

Board of Supervisors

WHEN RECORDED MAIL TO:

NAME: BOARD OF SUPERVISORS

MAILING
ADDRESS:

CITY, STATE,
ZIP CODE



SPACE ABOVE THIS LINE RESERVED FOR
RECORDERS USE

TITLE(S)

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF DRAINAGE EASEMENTS FOR
SERRANO VILLAGE K1 & K2, UNIT NO. 2




AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF DRAINAGE EASEMENTS

WHEREAS, Tentative Subdivision Map TM 01-1377, also referred to as Serrano Village K1 and K2 of the El Dorado Hills Specific Plan, was approved by the County of El Dorado on July 26, 2001, and included the following conditions relating to drainage:

“9. Cross lot drainage shall be avoided wherever possible. The CC&Rs for Village K1 and K2 shall include a requirement for a grading and drainage plan to be submitted for review and approval of the Architectural Control Committee of the Master or Village Homeowners’ Association at the time of building permit application. The CC&Rs shall require all “downhill” lots must be designed to accept any drainage from uphill lots and the Master or Village Homeowners’ Association shall enforce this condition.

10. Drainage Maintenance shall be the responsibility of the Master Owners’ Association. Therefore, all easements for drainage facilities shall first be offered to the County of El Dorado with rejection; the offer shall be subject to that agreement between Serrano and the County recorded as document 98-0015834-00 on March 26, 1998. Pursuant to the terms of said Agreement, upon rejection by the County, all drainage easements will be subsequently offered to the Master Owner’s Association simultaneously with the filing of the Final Subdivision Map.” and,




WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Serrano provides,

A3.07. Master Association Easements for Maintenance

A. The Master Association shall have an easement in and to that portion of a Lot or Parcel which adjoins the Common Area for the limited purpose of access to and maintenance of the adjoining Common Area. The Master Association shall have easements for access over such portions of Lots or Parcels as are reasonably necessary for the Master Association to maintain the Common Area and those front yard areas which are to be maintained by the Master Association, and no Owner shall interfere with the use of such easements by the Master Association or its agents or employees. The Master Association shall have easements for access over such portions of each Lot or Parcel as are reasonably necessary for the Master Association to maintain drainage facilities to be maintained by the Owner, should the owner fail to do so (which maintenance shall be at the sole cost and expense of the Owner); and to maintain drainage facilities to be maintained by the Master Association. No Owner shall interfere with the use of such easements by the Master Association or its agents or employees, and

WHEREAS, while the County intends to reject the offer of dedication for the drainage easements at the time of the final subdivision map for the Village, or any phase thereof, is approved, the County, and Serrano Associates, LLC, a Delaware limited liability company, the owner of Serrano Village K1 & K2, Unit No. 2, wish to define the events upon which the County may rescind its rejection and accept the drainage easements,



NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of El Dorado, a political subdivision of the State of California, and Serrano Associates, LLC, a Delaware limited liability company, as follows:

1. The County shall reject all offers of dedication of drainage easements within Serrano Village K1 & K2, Unit No. 2 at the time of approval of the final map(s) therefore.
2. Notwithstanding the rights granted to it under Government Code section 66477.2(a), the County shall not thereafter rescind its action and accept the drainage easements unless the Board of Supervisors has made a finding, based upon substantial evidence submitted at a public hearing specially held by the Board to consider the matter, that the Serrano Master Homeowners Association, or its successor-in-interest, has: (1) abandoned its maintenance responsibilities or real property interest in said drainage facilities, or; (2) failed to maintain said drainage facilities in a safe and proper manner or in accordance with applicable County maintenance standards.
3. This Agreement is intended to manifest the understanding of the parties with respect to condition 10 of TM 01-1377 and shall be utilized as the framework for the interpretation of other similar conditions imposed upon other tentative maps within the El Dorado Hills Specific Plan.
4. This Agreement is conditioned upon the creation and continued existence of the Serrano Master Homeowners' Association, or its successor-in-interest. In the event said organization or a similar such organization is not formed, or said organization ceases to exist without a successor-in-interest taking over its legal responsibilities for maintenance, then this Agreement shall become null and void without any further action by the County.

Dated: _____ COUNTY OF EL DORADO

By _____
Chairman, Board of Supervisors

ATTEST:

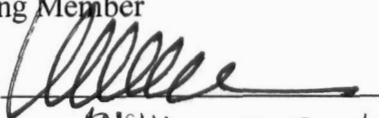
CINDY KECK, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

Parker Development Company
a California corporation
Its Managing Member

By: 
Name: William R. Parker
Title: President
Date: 4-21-06

WR
4/21/06

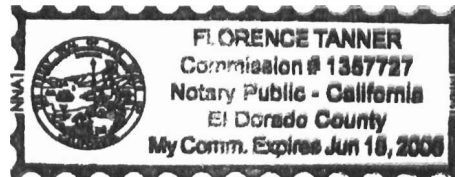
ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On April 21, 2006 before me, Florence Tanner, Notary Public personally appeared William R. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Agreement on Conditions for
Acceptance of Drainage Easements for
Serrano, Village K1 and K2 – Unit 2**



RECORDING REQUESTED BY

Board of Supervisors

WHEN RECORDED MAIL TO:

NAME: BOARD OF SUPERVISORS

MAILING
ADDRESS:

CITY, STATE,
ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR
RECORDERS USE

TITLE(S)

AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF ROADS FOR SERRANO
VILLAGE K1 & K2, UNIT NO. 2




AGREEMENT ON CONDITIONS FOR ACCEPTANCE OF ROADS

WHEREAS, Tentative Subdivision Map TM 01-1377, also referred to as Serrano Village K1 and K2 of the El Dorado Hills Specific Plan, was approved by the County of El Dorado on July 26, 2001, and included the following condition relating to roads:

“2. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) as indicated above, shall be made for the proposed roads, with slope easements where necessary. Said offer shall be rejected at the time of the final map. The offer shall be subject to that agreement between Serrano and the County, recorded as document 98-0015833-00 on March 26, 1998. Subject to the above agreement, all roads are offered in fee to the Master Owners’ Association simultaneously with the filing of the Final Subdivision Map.” and,

WHEREAS, the roadways in the El Dorado Hills Specific Plan, excepting El Dorado Hills Blvd., Silva Valley Parkway, Appian Way and Serrano Parkway, are intended to be private roads maintained by the Serrano Master Homeowners’ Association, and

WHEREAS, while the County intends to reject the offer of dedication for the private roads at the time of the final subdivision map for the Village, or any phase thereof is approved, the County and Serrano Associates, LLC, a Delaware limited liability company, the owner of Serrano Village K1 & K2, Unit No. 2 wish to define the events upon which the County may rescind its rejection and accept the private roads.



NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of El Dorado, a political subdivision of the State of California, and Serrano Associates, LLC, a Delaware limited liability company, as follows:

1. The County shall reject all offers of dedication for roads within Serrano Village K1 & K2, Unit No. 2 at the time of approval of the final map(s) therefore, excepting to the extent applicable, El Dorado Hills Blvd., Silva Valley Parkway, Appian Way and Serrano Parkway.
2. Notwithstanding the rights granted to it under Government Code section 66477.2(a), the County shall not thereafter rescind its action and accept the roads unless the Board of Supervisors has made a finding, based upon substantial evidence submitted at a public hearing specially held by the Board to consider the matter, that the Serrano Master Homeowners' Association, or its successor-in-interest, has: (1) abandoned its maintenance responsibilities or real property interest in said roadway(s), or; (2) failed to maintain such roadway(s) in a safe and proper manner or in accordance with applicable County maintenance standards.
3. This Agreement is intended to manifest the understanding of the parties with respect to Condition 2 of TM 01-1377 and shall be utilized as the framework for the interpretation of other similar conditions imposed upon other tentative maps within the El Dorado Hills Specific Plan.
4. This Agreement is conditioned upon the creation and continued existence of the Serrano Master Homeowners' Association, or its successor-in-interest. In

the event said organization or a similar such organization is not formed, or said organization ceases to exist without a successor-in-interest taking over its legal responsibilities for maintenance, then this Agreement shall become null and void without any further action by the County.

Dated: _____ COUNTY OF EL DORADO

By: _____
Chairman, Board of Supervisors

ATTEST:

CINDY KECK, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

SERRANO ASSOCIATES, LLC
a Delaware limited liability company

By: Parker Development Company
a California corporation
Its Managing Member

By: 

Name: William R. Parker

Title: President

Date: 4-21-06

WPK
4/21/06

ACKNOWLEDGMENT

State of California)
)ss.
County of El Dorado)

On April 21, 2006 before me, Florence Tanner, Notary Public personally appeared William R. Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Florence Tanner
Signature of Notary Public



Title or Type of Document: **Agreement on Conditions for
Acceptance of Roads
Serrano, Village K1 and K2 – Unit 2**

DEVELOPMENT SERVICES DEPARTMENT

County of
EL DORADO

<http://www.co.el-dorado.ca.us/devservices>

PLANNING
SERVICES



PLACERVILLE OFFICE:
2850 FAIRLANE COURT
PLACERVILLE, CA. 95667
(530) 621-5355
(530) 642-0508 Fax
Counter Hours: 7:30 AM to 4:30 PM
planning@co.el-dorado.ca.us

LAKE TAHOE OFFICE:
3368 LAKE TAHOE BLVD. SUITE 302
SOUTH LAKE TAHOE, CA 96150
(530) 573-3330
(530) 542-9082 Fax
Counter Hours: 7:30 AM to 4:30 PM
tahoebuild@co.el-dorado.ca.us

EL DORADO HILLS OFFICE:
4950 HILLSDALE CIRCLE, SUITE 100
EL DORADO HILLS, CA 95762
(916) 941-4967 and (530) 621-5582
(916) 941-0269 Fax
Counter Hours: 7:30 AM to 4:30 PM
planning@co.el-dorado.ca.us

August 30, 2006

Kirk Bone
Serrano Associates
4525 Serrano Parkway
El Dorado Hills, CA 95762

Dear Mr. Bone:

The final map for Serrano/Village K1/K2, Unit 2, has been forwarded to the Board of Supervisors and will be on the Consent Calendar September 12, 2006. Please contact the Board Clerk's Office for the time. A copy of the memo to the Board is enclosed for your information. If you have any questions, please contact Mel Pabalinas in Planning Services at (530) 621-5355.

Sincerely,

A handwritten signature in cursive script that reads "Jo Ann Brillisour".

Jo Ann Brillisour
Clerk to the Planning Commission

Enclosure

cc: Gene E. Thorne & Associates, Inc.