

DEVELOPMENT SERVICES DEPARTMENT

COUNTY OF EL DORADO

<http://www.edcgov.us/devservices>



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TO: Planning Commission Agenda of: October 25, 2012

FROM: Roger Trout, Development Services Director Item No.: 10

DATE: October 8, 2012

**RE: Development Agreement DA11-0003/Diamond Dorado Retail Center
APNs: 051-250-12, -46, -51, -54**

The Diamond Dorado Retail Center (DDRC) is a 241,515-square foot commercial retail center approved by the Board of Supervisors on September 11, 2012. It was approved on a 27-acre industrial yard in Diamond Springs along State Route 49. Its construction relies upon the future construction of the Diamond Springs Parkway and other significant road improvements.

The financing and construction of the road improvements are estimated to take many years and would cost approximately 30 million dollars. The County has a Capital Improvement Plan and the Missouri Flat Master Circulation and Financing Plan (MCFP) that include most of the required road improvements. The DDRC developer will need to fund or construct the remaining road improvements.

Normal development project approvals expire within a few years. The DDRC project will need additional time to align the financing programs, potential tenants, development plans, and limitations of the transportation infrastructure in the future. The Development Agreement process (Section 17.85 of the County Code) allows the County to extend the approval to a longer period, up to 20 years.

The DDRC developer (GGV Missouri Flat, LLC) filed an application for a Development Agreement on June 14, 2011. The Board directed that a negotiating team develop the draft Development Agreement. Staff from County Counsel, Chief Administration Office, Department of Transportation, and Development Services Department, were designated to be on the negotiating team and met with the developer's team frequently.

The draft Development Agreement will authorize the following:

1. The DDRC project approval will extend for 20 years from the "effective date" which is the date the executed Development Agreement is recorded.

2. Developer and Landowners will extend the irrevocable offers to dedicate certain rights-of-way needed for the Diamond Springs Parkway for the term of the Development Agreement.
3. Developer and Landowners will provide excess fill material from the site for the construction of the Diamond Springs Parkway at no cost to County.

The Development Agreement provides a range of options for road improvement financing, phasing, and construction. Due to the cost and timing of the road improvement requirements and the 20-year timeframe of the Development Agreement, this section of the Development Agreement is complex and detailed. This memo does not attempt to summarize those details in order to avoid any confusion or misunderstandings. The Development Agreement is attached as Attachment D.

CEQA

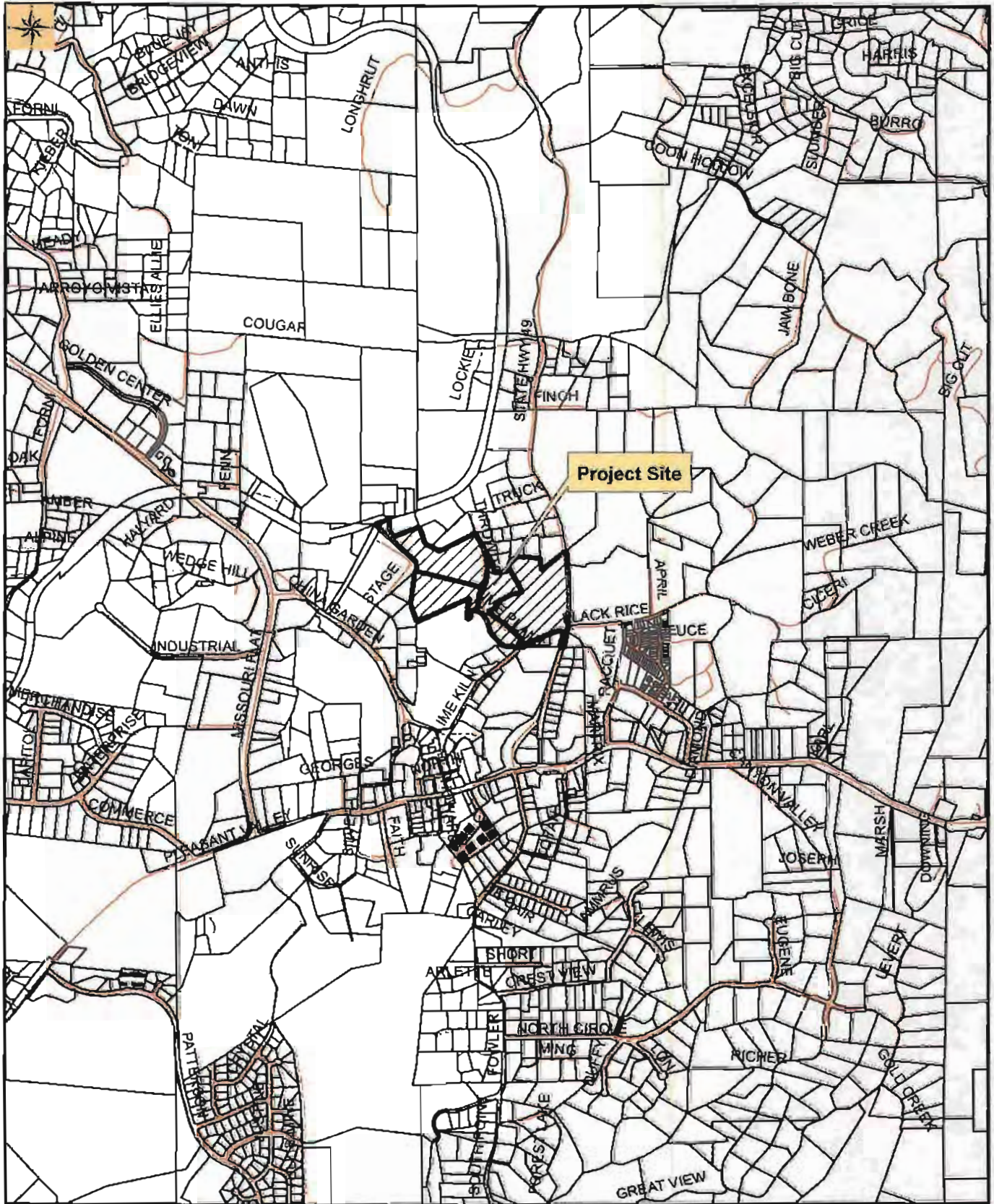
The Board action on September 11, 2012 included the certification of the Environmental Impact Report (EIR) (SCH No. 2008012004) for the project. This Development Agreement is fully consistent with that approval and the Environmental analysis and conclusions in the EIR. All road improvements, easements, and grading contemplated in this Development Agreement were fully analyzed in the EIR. Mitigation measures adopted for the project will be implemented at the appropriate phases of development.

RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation to the Board to execute the Development Agreement.

ATTACHMENTS

- Attachment A DDRC Location Map
- Attachment B..... DDRC Project Parcels
- Attachment C..... Approved DDRC Preliminary Site Plan
- Attachment D DDRC Development Agreement

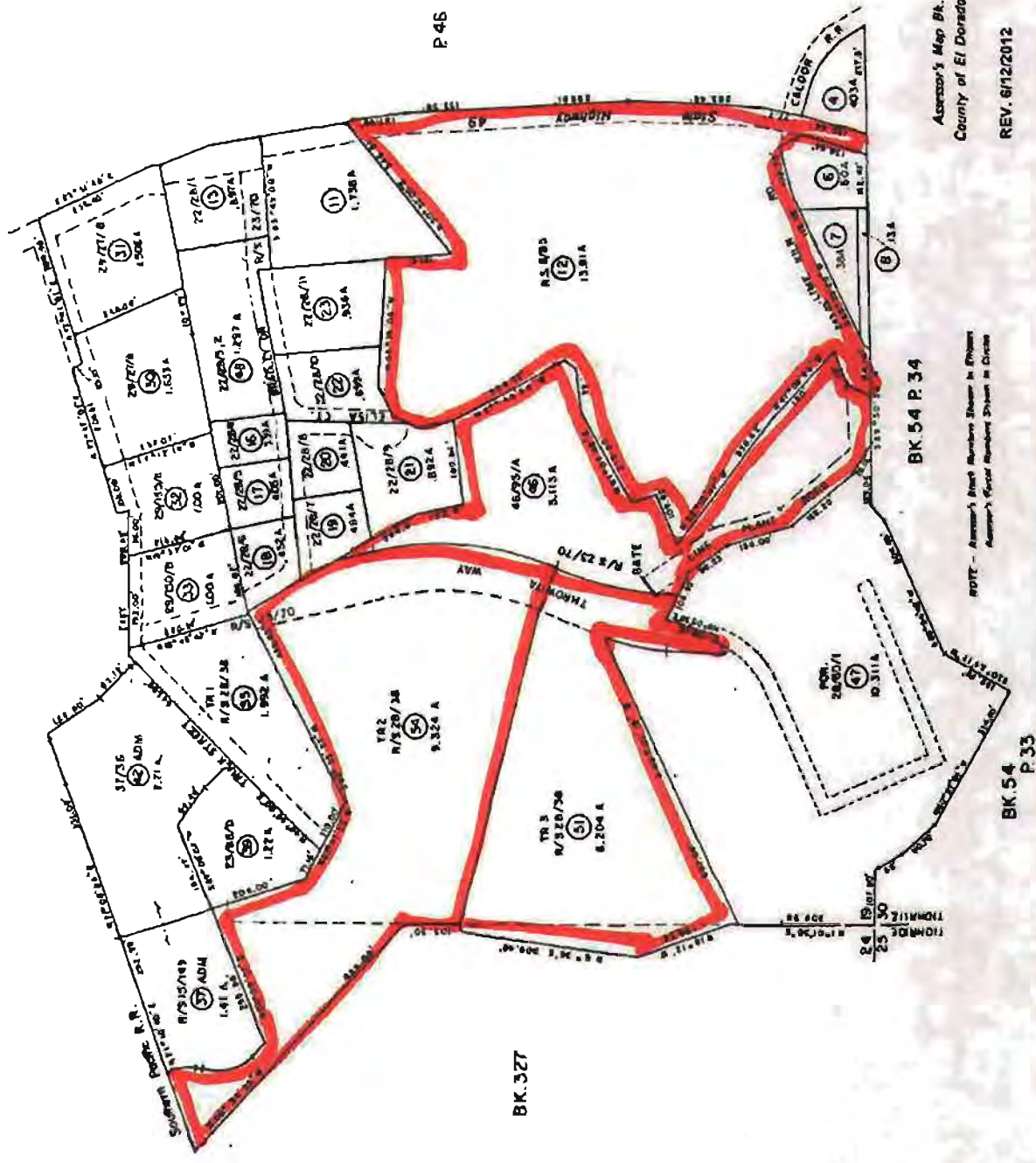


0 0.025 0.1 0.15 0.2
 Miles

Map prepared by:
 Mel Pabalinas
 El Dorado County
 Development Services-Planning

ATTACHMENT A

POR. LOTS 3,4, & 5 SEC. 19 T. 10N.R. 11E B. POR. SEC. 24 T. 10N.R. 11E
B. POR. SEC. 30 T. 10N.R. 10E. M.D.M.



Assessor's Map BK. 31 -- Pg. 25
County of El Dorado, California
REV. 6/12/2012

NOTE - Assessor's Map Numbers Shown in Parenthesis
Assessor's Parcel Number Shown in Circle

BK. 54 P. 34

BK. 54 P. 33

BK. 327

P. 46

SRAM WORKY - ARCHITECT
 P.O. BOX 2105
 SAN DIEGO, CA 92162
 PH: 619-441-3399

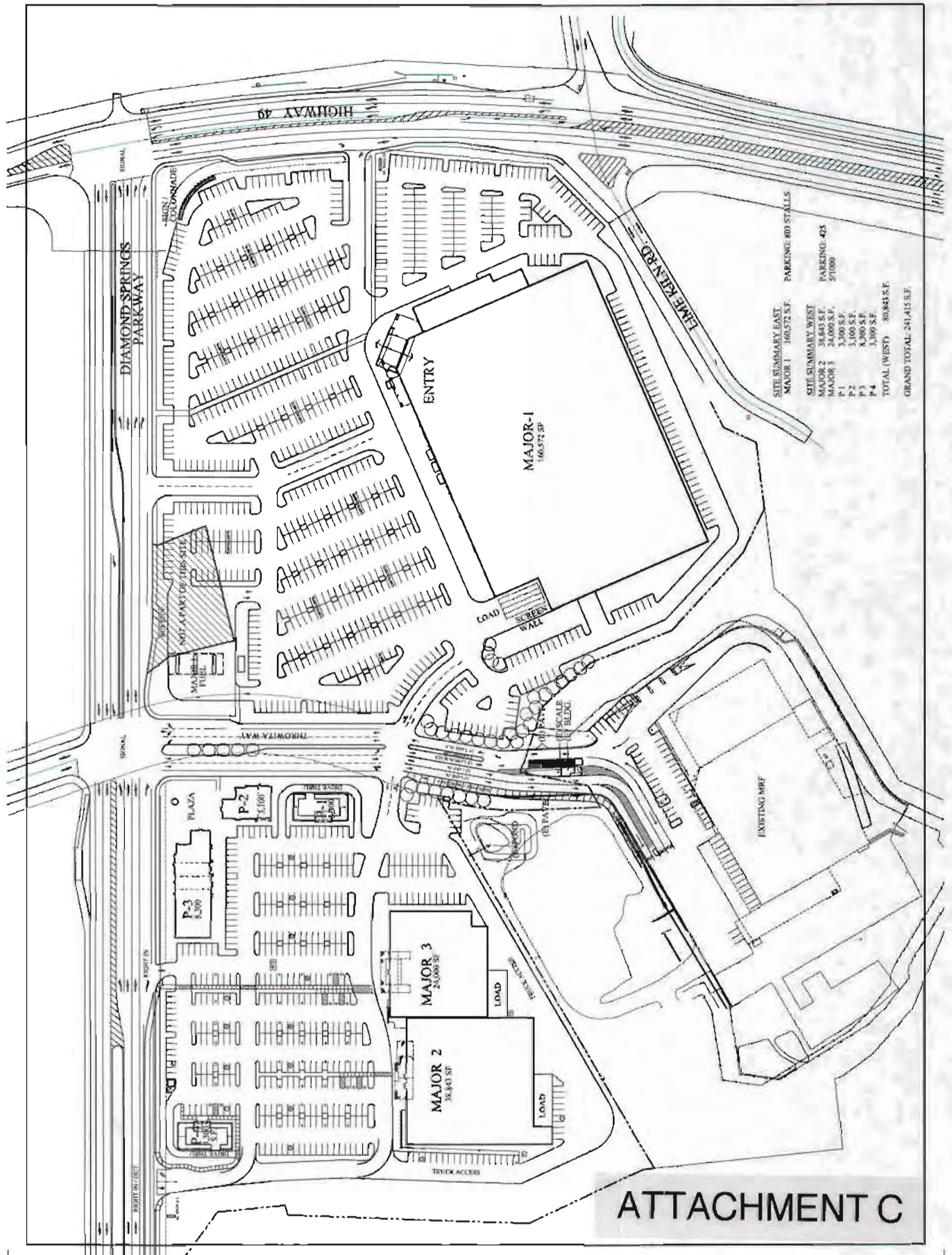
DIAMOND DORADO CENTER
 MASTER PLAN

MASTER PLAN



SCALE 1"=60'-0"
 DATE 5/31/12

SHT A-1



SITE SUMMARY EAST	
MAJOR 1	166,572 S.F.
PARKING: 800 STALLS	
SITE SUMMARY WEST	
MAJOR 2	38,843 S.F.
MAJOR 3	24,000 S.F.
P-1	3,300 S.F.
P-2	3,100 S.F.
P-3	3,100 S.F.
P-4	3,100 S.F.
TOTAL (WBST)	80,943 S.F.
GRAND TOTAL: 241,415 S.F.	

ATTACHMENT C

Final DRAFT
Development Agreement
Between the County of El Dorado and
GGV Missouri Flat LLC
For the Development Known as
Diamond Dorado Retail Center

This Development Agreement (hereinafter “Agreement”) is made and entered into this (*Date*) day of (*Month*), 2012, by and between the **County of El Dorado** (hereinafter “County”) and **GGV Missouri Flat, LLC** (hereinafter “Developer”), **Larry Abel and Jacqueline Abel and Michael Lindeman and Lorraine Lindeman**, as trustees of Lindeman Family 2005 Trust, dated October 17, 2005 (collectively “Landowners”) pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Chapter 17.85 of the County's Ordinance Code.

Recitals

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

- A. The County of El Dorado, a semi-rural County located in the Sacramento metropolitan region, prides itself on providing a high quality of life to its residents. The County strives to balance the need for a healthy diverse economy, including a wide variety of commercial and retail opportunities, adequately financed and maintained infrastructure, with a healthy, sustainable, natural environment.
- B. The County is currently devoted primarily to residential, natural resource and agricultural uses. Most residents travel to Sacramento County for the majority of their shopping and other commercial needs. The “leakage” of sales tax revenues to Sacramento and Folsom has been a significant concern to the County for many years and the County has developed various policies in its General Plan and elsewhere to promote commercial development and a “jobs/housing balance” in the County.
- C. The Missouri Flat area has been identified by the County for several decades as one of the primary areas affording an opportunity for providing commercial and retail development to serve the County’s current and future residents. One of most significant obstacles constraining commercial development in the area has been the limited operational capacity on roads in the area, including the Missouri Flat Interchange, Missouri Flat Road, and Pleasant Valley Road.
- D. In 1998, in order to facilitate commercial development in the Missouri Flat area, the County adopted the Missouri Flat Master Circulation and Funding Plan (MC&FP). The goals of the MC&FP included facilitating commercial growth by developing funding mechanisms to build various road infrastructure improvements to alleviate existing traffic congestion and provide operational capacity for future development in the area. Primary road improvements identified to be constructed during the first phase of the MC&FP

(MC&FP – Phase I) included improvements to the Missouri Flat Interchange, the widening of Missouri Flat Road, and the construction of a new road connecting Missouri Flat Road to Pleasant Valley Road. The connector road was intended to alleviate congestion on the portion of Pleasant Valley Road that bisects the historic townsite of Diamond Springs, with the added benefit of facilitating commercial development in the area.

E. Of the primary road projects identified in the MC&FP – Phase I, the improvements identified for Missouri Flat Interchange and the Missouri Flat Road widening are either completed or are under construction. A two lane connector road between Missouri Flat Road and Pleasant Valley Road (known as the Parkway Project – Phase I) is in the County CIP and is in the County TIM fee program. On May 24, 2011, County approved an Environmental Impact Report (SCH # 2007122033) for development of the Parkway Project in two phases. Parkway Project - Phase I includes constructing two lanes of the Diamond Springs Parkway segment from Missouri Flat Road to State Route 49 and improvements to State Route 49 from the intersection with the new Diamond Springs Parkway segment to Pleasant Valley Road. Parkway Project – Phase II includes widening the Diamond Springs Parkway segment to four lanes and widening the State Route 49 segment to four lanes. Neither Phase of the Parkway Project is currently fully funded or scheduled for construction, with the exception of a portion of Phase I of the State Route 49 segment between Pleasant Valley Road and Lime Kiln Road.

F. The Developer is in the business of developing commercial projects in Northern California. The Developer has an equitable interest in approximately 27.61 acres owned by the Landowners, real property which is commonly known as the Diamond Dorado Retail Center Property (the “Property” or “DDRC Project”). The Property is located within the Missouri Flat area between Missouri Flat Road and State Route 49, on the south side of the Diamond Springs Parkway segment. The Property is located within the boundary of the MC&FP.

G. Recent traffic studies indicate that the Missouri Flat Interchange improvements that were identified in the MC&FP – Phase I are projected to reach operational capacity with the existing development and the construction of approved but not yet built development in the Missouri Flat area. Additional improvements for the Missouri Flat Interchange are not included in the MC&FP - Phase I funding mechanism. Additional improvements for the Missouri Road Interchange are not in the County’s CIP or TIM fee program. No additional interchange improvements are currently funded or scheduled for construction.

H. The Developer submitted a proposal to build approximately 250,000 square feet of commercial retail space on the Property in a project commonly known as Diamond Dorado Retail Center (“the DDRC Project”). The Property consists of 27.6 acres and is generally known as the Diamond Dorado Retail Center Property, El Dorado County Assessor’s Parcel Nos. 051-250-54, 051-250-51, 051-250-12, and 051-250-46. The DDRC Project is planned to contain approximately 250,000 square feet of commercial

facilities as generally depicted in Exhibit 1. On September 10, 2012, the County certified an EIR for the DDRC Project, and approved the DDRC Project subject to conditions.

I. The Conditions of Approval for the DDRC Project provide that the DDRC Project may not be occupied or operated until the Parkway Project, including both phases of the Diamond Springs Parkway segment and both phases of the State Route 49 segment improvements have been constructed, or are otherwise mitigated for in accordance with the mitigation measures contained within the approved DDRC Project Environmental Impact Report.

J. A mitigation measure identified in the DDRC Project EIR conditions the issuance of any DDRC Project building permit upon available operational capacity at the Missouri Flat Interchange and that the amount of DDRC Project square footage permitted to be constructed shall not result in an exceedance of operational capacity at the Missouri Flat Interchange.

K. Neither the County nor the Developer currently has sufficient funds to construct the Parkway Project or new improvements to the Missouri Flat Interchange beyond those anticipated by the Missouri Flat Interchange- Phase I Project. Economic conditions make it difficult to predict when the Parkway Project and any additional improvements to the Missouri Flat Interchange will be constructed. Developer agrees that Developer is prohibited from constructing the DDRC Project until the Parkway Project has been awarded for construction, and that the DDRC Project shall not be occupied or operated until the Parkway Project, all as provided for in the Conditions of Approval, is completed. Developer also understands that depending on timing, the DDRC Project may be constrained by future availability of operational capacity on the Missouri Flat Interchange.

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

M. Due to the uncertainty of when the Parkway Project and any additional improvements to the Missouri Flat Interchange will be built, and the County's desire to facilitate commercial development like the DDRC Project in the Missouri Flat area, the Parties have decided to execute this Development Agreement to extend the Project Approvals for the DDRC Project, so that the Approvals are operative for a period of twenty years.

N. As consideration for extending the term of the DDRC Project Approvals and to facilitate the timely construction of the Parkway Project and the DDRC Project, the Developer and Landowners agree to extend the irrevocable offers to dedicate, through

which the County is provided a significant portion of the right of way needed for the construction of Parkway Project at no cost to the County, for the term of this Agreement. In addition, the Developer and Landowners agree to provide excess fill material from the DDRC Project site to the County for the construction of the Parkway Project at no cost to County.

O. As stated above, the County has a significant interest in facilitating the timely construction of all commercial development in the Missouri Flat area. The Parties agree that the extension of the Project Approvals will in no way prevent the County from approving other commercial development within the Missouri Flat area that may be proposed prior to the construction of the Parkway Project. The County will be under no obligation to consider the DDRC Project's square footage in determining whether there is adequate available operational capacity on the Missouri Flat Interchange to approve other commercial development in the Missouri Flat area. This understanding is necessary to ensure that the opportunities for other retail and commercial uses in the area will not be lost, and without that understanding, the County would not enter into this Agreement.

P. County hired a consultant to prepare an Environmental Impact Report (State Clearinghouse #2008012004) for the DDRC Project. The public comment period for the Environmental Impact Report ran from December 22, 2011 to February 5, 2012. On August 9, 2012, the County Planning Commission considered the EIR and the DDRC Project and after having conducted duly noticed public hearings, voted to certify the EIR and recommend approval of the DDRC Project to the County Board of Supervisors. On September 11, 2012, the County Board of Supervisors held public hearings on the DDRC Project. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, certified the EIR, made a Statement of Overriding Considerations, and adopted the Mitigation Monitoring and Reporting Program (MMRP) for the DDRC Project, and approved the DDRC Project consisting of a General Plan amendment to Commercial, Zoning amendment to General Commercial-Planned Development and Preliminary Development Plan.

Q. On *Month, Day*, 2012, the Board of Supervisors adopted Ordinance No. _____, and approved this Agreement with the Effective Date as set forth in Section 1.2.

Definitions

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

- A. "Agreement" means this Development Agreement.
- B. "Applicable General Plan" means the County's General Plan, adopted on July 19, 2004, as amended through *Month, Day of Agreement*, 2012.

- C. “CIP” means that list of projects contained within future editions of the County of El Dorado Department of Transportation Capital Improvement Program, as adopted by the Board of Supervisors and as may be updated and amended from time to time by the Board. Existing CIP means the *County of El Dorado Department of Transportation Adopted 2012 Capital Improvement Program for West Slope Road/Bridge, Capital Overlay and Rehabilitation, Environmental Improvement Program/Airports*, as adopted by the Board of Supervisors on June 19, 2012.
- D. “Conditions of Approval” mean the requirements placed on the Diamond Dorado Preliminary Development Plan. A copy of the Conditions of Approval is attached as Exhibit 2.
- E. “Developer” means GGV Missouri Flat, LLC, or its successors in interest, provided that if another Landowner initiates development of their respective portion of the Property independently from GGV Missouri Flat, LLC, or its successors, such Landowner shall be considered the “Developer” in accordance with Section 1.5 of this Agreement.
- G. “EIR” means Final Environmental Impact Report for the Diamond Dorado Retail Center, State Clearinghouse No. 2008012004, certified by the Board of Supervisors on September 11, 2012.
- H. “Grading Plan” means the Tentative Grading Plan attached hereto as Exhibit 3, provided that at such time as a final grading plan and/or a Final Development Plan is approved by the County, the subsequently approved plan shall become the Grading Plan.
- I. “Irrevocable Offers to Dedicate” means: Those certain “*Consent to Making of Irrevocable Offer of Dedication*” as follows:
- I.a.) Consent to Making Of Irrevocable Offer of Dedication for Grant in Fee for County Right of Way and Public Utility Easement from Laurence E. Abel, also shown of record as Laurence Abel and Jacqueline Able, husband and wife as joint tenants (Grantor) to the County of El Dorado, a political subdivision of the State of California, (Grantee) recorded as Document No. 20100023366 on May 27, 2010 (APN 051-250-12);
- I.b.) Consent to Making Of Irrevocable Offer of Dedication for Grant in Fee for Public Service Easement and Temporary Construction and Access Easement from Laurence E. Abel, also shown of record as Laurence Abel and Jacqueline Able, husband and wife as joint tenants (Grantor) to the County of El Dorado, a political subdivision of the State of California, (Grantee) recorded as Document No. 20100023367 on May 27, 2010 (APN 051-250-12);

I.c.) Consent to Making Of Irrevocable Offer of Dedication for Grant in Fee for State Highway 49 Right of Way and Public Utility Easement from Laurence E. Abel, also shown of record as Laurence Abel and Jacqueline Able, husband and wife as joint tenants (Grantor) to the County of El Dorado, a political subdivision of the State of California, (Grantee) recorded as Document No. 20100023368 on May 27, 2010 (APN 051-250-12);

I.e.) Consent to Making Of Irrevocable Offer of Dedication for Grant in Fee for County Right of Way and Public Utility Easement from GGV Missouri Flat, LLC, a California limited liability company (Grantor) to the County of El Dorado, a political subdivision of the State of California, (Grantee) recorded as Document No. 20100023369 on May 27, 2010 (APN 051-250-46);

I.f.) Consent to Making Of Irrevocable Offer of Dedication for Public Service Easement, Slope and Drainage Easement, Slope, Drainage, and Traffic Signal Appurtenances Easement, Temporary Construction and Access Easement from GGV Missouri Flat, LLC, a California limited liability company (Grantor) to the County of El Dorado, a political subdivision of the State of California, (Grantee) recorded as Document No. 20100023370 on May 27, 2010 (APN 051-250-46);

I.g.) Consent to Making Of Irrevocable Offer of Dedication for Grant in Fee for County Right of Way and Public Utility Easement from Michael D. Lindeman and Lorraine D. Lindeman, Trustees of the Lindeman Family 2005 Trust dated October 17, 2005 (Grantor) to the County of El Dorado, a political subdivision of the State of California, (Grantee) recorded as Document No. 20100023371 on May 27, 2010 (APN 051-250-54);

I.h.) Consent to Making Of Irrevocable Offer of Dedication for Public Service Easement, Slope and Drainage Easement, Storm Drain Easement, Temporary Construction Easement from Michael D. Lindeman and Lorraine D. Lindeman, Trustees of the Lindeman Family 2005 Trust dated October 17, 2005 (Grantor) to the County of El Dorado, a political subdivision of the State of California, (Grantee) recorded as Document No. 20100023372 on May 27, 2010 (APN 051-250-54);

- J. "Landowner" or "Landowners" means GGV Missouri Flat, LLC, Larry Abel and Jacqueline Abel and Michael Lindeman and Lorraine Lindeman, as trustees of Lindeman Family 2005 Trust, dated October 17, 2005, and any successors in interest in the Property.
- K. "Landowner Abel" shall mean Larry and Jacqueline Abel the owners of that Portion of the Property currently described as El Dorado County Assessor's Parcel No. 051-250-12, or their successors in interest.
- L. "Mitigation Measures" mean the requirements placed on the Property to cure or lessen the environmental impacts of the DDRC Project as identified in the

analysis of the DDRC Project done in EIR #2008012004. The Mitigation Monitoring and Reporting Program adopted with the DDRC Project is attached as Exhibit 4.

- M. “Missouri Flat Boundaries” means the geographic areas within the County identified as “*Figure 2 - Missouri Flat Area MC&FP Boundary*” in the *Final Report Missouri Flat Master Circulation and Funding Plan* dated April 1998 and adopted by the El Dorado County Board of Supervisors on December 15, 1998.
- N. “Missouri Flat Master Circulation and Funding Plan” (“MC&FP”) means that certain planning and policy document adopted by the Board of Supervisors of County on December 15, 1998.
- O. Missouri Flat Master Circulation and Funding Plan - Phase I (“MC&FP - Phase I”) means Phase I of the MC&FP planning and policy document, as approved in the action by the Board of Supervisors of County on December 15, 1998, and including all authorized MC&FP - Phase I transportation improvements and associated Phase I commercial development capacity described within the MC&FP planning and policy document.
- P. “Missouri Flat Master Circulation and Funding Plan - Phase I Funding Mechanisms” means those sources of funds described within the MC&FP, including potential bond debt issued by the Missouri Flat Community Facilities District (CFD) that is secured by a special tax lien upon properties with the CFD boundary and portions of the incremental sales tax and property taxes derived from new commercial development within the Missouri Flat area.
- Q. “MC&FP Improvements” means all of those certain roadway improvements proposed to be constructed pursuant to the MC&FP and identified as Phase I Road Improvements listed in “*Table 1 – Summary of Master Circulation Plan Road Improvements by Phase Missouri Flat Financing Plan*” in the MC&FP, except that project listed as the Headington Road Extension.
- R. “Operational Capacity” means that capacity of roadway facility that provides for operation of the roadway facility during a specified planning horizon and meeting criteria such as achievement of safety standards, traffic volumes, levels of service, queuing and delay thresholds and other traffic operational standards established by County and/or Agency responsible for operation of the roadway facility.
- S. “Party” means either; the County, the Developer, the Landowner, or their successors, as the context may indicate. “Parties” means the County, the Developer, the Landowners, and their successors.
- T. “Property” means the property commonly known as the Diamond Dorado Retail Center Property, currently identified as El Dorado County Assessor’s Parcels No. 051-250-54, 051-250-51, 051-250-12, and 051-250-46. A map showing the

location and boundaries of the Property is attached as Exhibit 5 and the legal description describing the Property is attached as Exhibit 6.

- U. “DDRC Project” means the Diamond Dorado Retail Center as described in the Preliminary Development Plan and which will be further refined in a final Development Plan.
- V. “Project Approvals” means the development approvals and entitlements set forth in Section 2.1.
- W. “Roadway Improvements” listed in the Agreement shall mean the following:

W.a. “Diamond Springs Parkway Project” (“Parkway Project” or “Parkway Project – Phase I and Phase II”) means the road and signalization improvements, analyzed in the Diamond Springs Parkway Final Environmental Impact Report dated May 10, 2010, (State Clearinghouse No. 2007122033) consisting of both the Diamond Springs Parkway segments and the State Route 49 segments. The Parkway Project is anticipated to be constructed in two phases. Parkway Project - Phase I consists of the construction of a new two lane roadway along the Diamond Springs Parkway segment and improvements to the existing two lane segment of State Route 49. Parkway Project - Phase I also includes signalization and turn lane improvements at the intersection of the new Diamond Parkway segment at existing State Route 49. Parkway Project - Phase II consists of widening of the Diamond Springs Parkway segment and the State Route 49 segment from two to four lanes.

W.b.. Diamond Springs Parkway Segment (“DSP Segment”) means the road and signalization improvements, analyzed in the Diamond Springs Parkway Final Environmental Impact Report Dated May 10, 2010, (State Clearinghouse No. 2007122033) which consist of a new divided arterial roadway from Missouri Flat Road east of Golden Center Drive to a new T intersection with State Route 49 south of Bradley Drive. DSP Segment - Phase I consists of the construction of a new two-lane divided arterial roadway along with those improvements identified within the Traffic Information Reissuance (TIR) component of the DSP-FEIR, dated May 6, 2010. DSP Segment - Phase II consists of widening the Phase I two-lane divided arterial roadway improvements to a four-lane divided arterial roadway along with those improvements identified within the TIR.

W.c. State Route 49/Diamond Road Segment (“SR-49 Segment”) means the improvements to Highway 49 analyzed in the Diamond Springs Parkway Final Environmental Impact Report Dated May 10, 2010. (State Clearinghouse No. 2007122033) which consist of widening and improving SR-49 from the intersection with the new DSP to Pleasant Valley Road. SR-49 Segment is comprised of two elements, the Pleasant Valley Road to Lime Kiln Road Element and the Lime Kiln Road to Bradley Drive Element. SR-49 Segment - Phase I consists of the construction of a realigned two-lane minor highway along with

those improvements as identified within the TIR. SR-49 Segment - Phase II consists of widening the SR-49 - Phase I two-lane divided minor highway improvements to a four-lane divided arterial roadway along with those improvements identified within the TIR.

W.d. U.S. Highway 50/Missouri Flat Road Interchange (Missouri Flat Interchange):

The Missouri Flat Interchange consists of Missouri Flat Interchange ramp intersections and the Missouri Flat Road/Plaza Drive and Missouri Flat Road/Mother Lode Drive intersections. Missouri Flat Interchange also includes components of the mainline U.S. Highway 50/Weber Creek bridge structure. Improvements to the Missouri Flat Interchange will be constructed in Phases.

U.S. Highway 50/Missouri Flat Road Interchange – Phase I (Missouri Flat Interchange – Phase I) consists of reconstructing the Missouri Flat Interchange into a tight diamond interchange configuration with four lanes on Missouri Flat Road from Plaza Drive to Mother Lode Drive and improving the mainline U.S. Highway/Weber Creek bridge structure, including one new auxiliary lane in both the eastbound and westbound direction. The Missouri Flat Interchange - Phase I improvements also include a new Class I bicycle trail.

U.S. Highway 50/Missouri Flat Road Interchange – Phase II (Missouri Flat Interchange – Phase II) consists of additional interchange ramp and mainline improvements and includes the Missouri Flat Road/Plaza Drive and Missouri Flat Road/Mother Lode Drive intersections and all Interchange ramp intersections. The Missouri Flat Interchange - Phase II improvements may be in the configuration of Single Point Diamond Interchange. The Missouri Flat Interchange - Phase II improvements may also include a second new auxiliary lane in both the eastbound and westbound direction over the mainline U.S. Highway 50/Weber Creek Bridge.

X. “Traffic Impact Mitigation Fee Program” or “TIM Fee Program” means that program wherein fees are charged by the County on new development for the purpose of mitigating traffic impacts of the new development. For purposes of this Development Agreement, TIM Fee Program shall refer only to those fees collected pursuant to the Program components referred to as the TIM Fee Program Zones 1-7; TIM FEE Program shall not refer to the fees collected in Zone 8 (El Dorado Hills) TIM Fee Program or to the Highway 50 TIM Fee Program.

SECTION 1. - GENERAL PROVISIONS

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

1.2. Agreement to be Recorded; Effective Date When fully executed, this Agreement will be recorded in the Official Records of El Dorado County, pursuant to Government Code Section 65868.5. This Agreement is effective on the date of its recordation (“Effective Date”).

1.3. Term The term of this Agreement is twenty years, commencing on the Effective Date.

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

1.4.1. Expiration of the twenty (20) year term;

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

1.4.3. The effective date of a party’s election to terminate the Agreement as provided in Sections 1.13 and 5.2 of this Agreement.

1.5. Interest of Developer and Landowners Developer and Landowners represent that they have a fee or controlling interest in the Property and that all other persons or entities holding legal or equitable interests in the Property are to be bound by this Agreement. Landowners own the underlying fee title to the Property and although they do not intend to develop the Property themselves, by executing this Agreement they give their consent to the recordation of the Agreement, and agree to be bound by all of its terms. At the time of this Agreement it is the intention of the parties that Developer will develop the Property in cooperation with the rest of the Landowners. However, nothing herein is intended to prevent another Landowner, other than Developer as named herein, from initiating an application for development of their respective share of the Property, provided that, the Landowner making such application will thereafter be deemed a “Developer” pursuant to this Agreement and succeed to the obligations of Developer herein.

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

shall the tenant of any individual building or portion thereof have any rights under this Agreement.

1.7. Right to Assign; Non-Severable Obligations

1.7.1. Except as otherwise provided, the Landowners, except as provided below, shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively “assign”) in whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement, provided written notice of such assignment is given to County.

1.7.2. No assignment by Developer, or its successor, of its interest shall be effective until the County Administrative Officer (“CAO”) approves the assignment. Approval shall not be unreasonably withheld provided the assignee has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the assignment. Proof of financial ability shall be provided to the CAO in a form satisfactory to the CAO. The materials so provided shall be utilized for the sole purpose of satisfying this Section. If the CAO concludes that the final determination under this Section requires further consideration, the matter may be referred to the Board of Supervisors for a final approval.

1.7.3. The obligations and conditions set forth in Sections 2 and 3 of this Agreement are not severable, and any sale of the Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever such conditions shall be a nullity and shall have no force or effect.

1.8. Unapproved Transfers Void Any assignment or attempted assignment that is not approved by the County as required under Section 1.7 or that is inconsistent with the provisions of Section 1.7 shall be unenforceable and void and shall not release the Developer from any obligations hereunder

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

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

1.11. Modification to the DDRC Project Approvals The Developer or Landowners may apply, in writing, to modify the Preliminary Development Plan or other Project Approvals. Such modification may be processed without any amendment to this Agreement, if the County, in its sole discretion, determines that the requested

modification (1) is consistent with this Development Agreement, (2) does not alter this Agreement's term, provisions for reservation and dedication of land, or monetary contributions, (3) does not substantially alter the permitted uses, density or intensity of use, and (4) is consistent with the Applicable General Plan. If the County determines that the requested modification is inconsistent with this Agreement, alters its term or substantially alters its uses, the modification will not be processed without processing a concurrent amendment to this Agreement in accordance with Section 1.9.

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

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

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

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

Notice to the County: County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

Attn: Director of Development Services

Notice to Developer: GGV Missouri Flat LLC
c/o Palos Verdes Properties
4330 Golden Center Drive, Ste. D
Placerville, CA 95677

and

c/o Granite Land Company
8950 Cal Center Drive #201
Sacramento, CA 95826

Copy to:

Craig M. Sandberg
Law Offices of Craig M. Sandberg
1024 Iron Point Road
Folsom, CA 95630

Notice to Landowners: Larry and Jacqueline Abel
5189 Abel Road
Placerville, CA 95667

Michael and Lorraine Lindeman
27102 E. El Macero Drive
El Macero, CA 95618

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

SECTION 2. - DEVELOPMENT OF THE PROPERTY

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

2.1.1. The General Plan and zoning amendments approved by the County as provided in Paragraph P of the Recitals; and

2.1.2. The Preliminary Development Plan PD 07-0034 for the DDRC Project consisting of commercial buildings ranging in size from approximately 3,100 square feet to 160,572 square feet, together with all of its Conditions of Approval . The sizes of buildings may vary from those depicted on the Preliminary Development Plan at the time that a final Development Plan is submitted and approved, provided that: (1) the total square footage of the approved buildings does not exceed 250,000 square feet, (2) the buildings are substantially as shown in the Preliminary Development Plan, not varying in size by more than 30%, and (3) a minimum of 75% of the building area is utilized for retail uses and (4) the building identified as "Major" shall be built in the first phase of the DDRC Project, unless there is insufficient operational capacity at the Missouri Flat Interchange as set forth in Section 3.10.

2.1.3. The Mitigation Monitoring and Reporting Program adopted with the DDRC Project, attached here as Exhibit 4; and

2.1.4. Any subsequent approvals including the Final Development Plan and any Tentative Parcel Map implementing the Preliminary Development Plan shall, upon such approvals, be deemed Project Approvals.

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

2.3. Vested Rights of the Developer/Landowner Unless otherwise provided in this Agreement, the Developer shall have the vested right to develop the Property in accordance with the Project Approvals described in Section 2.1 above, and in conformity with the County rules, regulations, policies, standards, specifications and ordinances, including the zoning ordinance, in effect on the date of adoption of the ordinance for this Agreement, provided that Developer or Landowners are not in default under this Agreement. The Developer and Landowners recognize and accept that this vested right to build is limited by all contingencies related to roads and road project funding described within this agreement and that there is no guarantee that all of the DDRC Project can be constructed during the 20 year term of this agreement. The vested right to proceed with the DDRC Project shall be subject to any subsequent discretionary approvals required in order to complete the DDRC Project. Any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Project Approvals.

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

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

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

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

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

2.4.5. New County laws and regulations which are reasonably necessary to protect the public health and safety, provided that such laws and regulations are uniformly applied on a County wide basis to all substantially similar types of development projects and properties.

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

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

If the Director of Development Services determines the application does not comply with the above, then it shall be processed with all applicable public hearing and notice provisions then in effect.

SECTION 3. - OBLIGATIONS OF THE PARTIES

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

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

3.3. County's Treatment of the Roadway Improvements Required for DDRC Project Construction

3.3.1. The Conditions of Approval mandate that the DDRC Project can not be constructed until a contract for the construction of the Parkway Project has been awarded, or mitigation provided in accordance with the Conditions of Approval, attached as Exhibit 2, and that the DDRC Project can not be occupied or operated until the required

Parkway Project improvements, including both phases of the Diamond Springs Parkway Segment and both phases of the State Route 49 Segment, have been completed, and/or are otherwise mitigated for in accordance with the mitigation measures contained within the approved DDRC Project Environmental Impact Report. (DDRC Project Conditions of Approval outline various cases which identify Developer's obligations associated with the Pleasant Valley Road to Lime Kiln Road Segment of State Route 49 - Phase II Segment.)

3.3.2. The County has included the DSP Segment - Phase I and the SR 49 Segment - Phase I in its TIM Fee Program. The DSP Segment - Phase I, SR-49 Segment - Phase I and DSP Segment - Phase II are in the County's CIP Program. The SR-49 Segment - Phase II is not currently in the CIP or TIM Fee Program.

3.3.3. The DSP Segment - Phase I, DSP Segment - Phase II and SR-49 Segment - Phase I are included in the County's adopted MC&FP and are eligible for use of MC&FP - Phase I funding mechanisms.

3.3.4. Developer understands and agrees that the County does not currently have, nor can the County predict having, sufficient funds within County sources (e.g.: The TIM Fee Program and MC&FP Phase I Funding Mechanisms) to construct the Parkway Project Phase I and Phase II within the 20 year term of this agreement.

3.3.5. The County agrees that the portions of the Parkway Project that are currently in the CIP and the TIM Fee Program will remain in those programs until either those portions of the Parkway Project are constructed or this Agreement is terminated. The Developer and Landowner agree that any other road projects that are necessary for construction of DDRC that are in the CIP at the time this Agreement is executed, or that may be added to the CIP in the future, may be removed from the CIP in the future at the County's sole discretion. Nothing in this Agreement shall obligate the County to give any portion of the Parkway Project higher priority than any other road project that is currently contained in, or subsequently added to, the CIP or TIM Fee Program.

3.4. MC&FP Financing Program

3.4.1. County agrees that it shall not reduce the boundaries or the funding programs contained within the MC&FP - Phase I for the term of this Agreement, unless a subsequent reimbursement agreement mandates a longer period to reimburse costs for Parkway Project - Phase I improvements.

3.4.2. The County may, in its sole discretion, use the MC&FP - Phase I funding mechanisms for any improvements the County determines are needed for the Missouri Flat Interchange prior to using those funding mechanisms for any Parkway Project improvements. The Developer understands that there may not be sufficient funding during the term of this Agreement to fund any needed Missouri Flat Interchange improvements and Parkway Project improvements.

3.4.3. The County is not obligated by this Agreement to use money collected through any funding mechanisms developed in any future phases of the MC&FP for the Parkway Project. However, nothing in this Agreement would preclude the County from using funding from any future phases of MC&FP for any portion of the Parkway Project.

3.4.4. Landowners agree that, prior to the recording of a final parcel or subdivision map or the issuance of a building permit, they shall cooperate in the annexation of the Property into the Community Facilities District formed in accordance with the MC&FP - Phase I in order to facilitate the financing arrangements provided therein.

3.5. Developer Funding of the Parkway Project

3.5.1. Developer's obligation to construct and fund the Parkway Project is provided in the Conditions of Approval for the DDRRC Project, as set forth in Exhibit 2. Nothing in this Agreement alters these conditions. However, in the event that Developer wishes to construct the DDRRC Project prior to the County's ability to construct the Parkway Project, Developer shall have the option to provide additional funding for the Parkway Project.

3.5.2. Developer shall give the County written notice of its intent to move forward with the DDRRC Project. If there are other eligible projects in the TIM Fee Program or MC&FP - Phase I, other than the Parkway Project, that the County, in its sole discretion, considers to be a higher priority for funding and construction, nothing in this Agreement shall obligate the County to use TIM Fee Program monies or MC&FP - Phase I monies to construct the Parkway Project at the time that the Developer gives notice under this Section. Within ninety (90) days of such notice the Parties shall meet to determine what, if any funds are available from the TIM Fee Program and/or the MC&FP - Phase I to partially fund the Parkway Project.

3.5.3. If at the conclusion of the meetings with the County, the Developer still wishes to proceed, the Developer shall provide the funding to cover the difference between the funds determined by the County to be available from other sources and the total estimated cost of the Parkway Project.

3.5.4. Developer understands and agrees that County will be under no obligation to construct the Parkway Project unless and until one hundred percent of the funds necessary to construct the Parkway Project are identified and secured, including any amount needed to acquire right of way that the County has not already obtained.

3.5.5. Upon securing all necessary funds, the County will utilize its best efforts to begin the construction of the Parkway Project as quickly as possible, while ensuring that all necessary steps including, but not limited to, improvement plans, permits, right of way acquisition, environmental clearances and public bidding processes are adequately completed.

3.6 Option for Developer to Provide Funding to Change County's Proposed Project

3.6.1. At least six (6) months before the County starts the design of any roadway project that includes the completion of DSP Segment – Phase I, County shall give written notice of its intent to the Developer. This notice shall include a statement outlining the funding sources County has identified for the proposed project and an estimate of the amount of additional funding that would be needed for the County to change the project to the Parkway Project.

3.6.2 Developer has thirty (30) days from the date that the County's notice is sent to Developer to notify the County in writing whether Developer wishes to fully advance the additional funding necessary for the Parkway Project. Developer's notification must be accompanied by a written commitment to fully fund any difference between the amount needed for the County's proposed project and the amount needed to construct the Parkway Project. DDRC must include a deposit for ten percent of the estimated difference between the costs; this deposit will be to fund costs associated with changing the County's proposed project to the Parkway Project.

3.6.3. Within thirty (30) days of receipt of Developer's deposit, the County shall notify Developer whether the County elects to modify its proposed project to the Parkway Project. If the County elects to do so, Developer's deposit shall be nonrefundable.

3.6.4. If Developer commits to funding the difference and the County agrees to revise the project, at least six (6) months before the County advertises the Parkway Project, the County shall notify Developer of its intent to advertise the Parkway Project. This notification will include an updated estimate of the funding required. Within sixty (60) days after this notification is sent, the Developer must submit the remainder of the necessary funding. If such funding is not submitted in a timely fashion, the County will have no obligation to advertise the Parkway Project.

3.6.5. If the Developer fully funds the difference between the County's proposed project and the Parkway Project, Developer shall be fully vested to build its entire project for a period of two years after the Board of Supervisor's approval of the Notice of Acceptance of the Parkway Project, except as may be limited by the Missouri Flat Interchange operational capacity as set forth in Section 3.11.5 below.

3.6.6. If for any reason the County fails to begin construction of the Parkway Project within one (1) year after Developer's final, full payment of the difference between the funding for the County's proposed project and the Parkway Project, the County shall, upon written demand by Developer, refund all of the Developer's money except the initial nonrefundable 10% deposit.

3.7. County's Option to Demand that DDRC Advance TIM Fees for Construction of Parkway Project

3.7.1. If the County elects to design and construct the Parkway Project – Phase II concurrently with the Parkway Project – Phase I, the County shall have the right to demand advance payment of DDRC Project's TIM fees. Developer agrees to pre-pay the DDRC Project TIM fees as set forth below prior to the Board of Supervisors' action to advertise the Parkway Project - Phase I and Phase II.

Developer's obligation to prepay TIM Fees is limited to pre-paying of TIM Fees for the portion of the DDRC Project that is eligible to obtain building permits, given any limits on the Missouri Flat Interchange as defined in Section 3.11. (For example, if the Missouri Flat Interchange limits mandate that only a 100,000 square foot phase of the DDRC Project can be built, the Developer will be required to prepay fees associated with 100,000 square feet.)

3.7.2. The County shall provide Developer notice at least six (6) months prior to advertising the Parkway Project – Phase I and Phase II and the date upon which the prepayment of the TIM Fees shall be due.

3.7.3. Upon Developer's prepayment of TIM Fees, the DDRC Project would be vested with the right to construct the square footage that Developer has prepaid the TIM Fees for. Vesting shall be in accordance with Section 3.11.6 below.

3.7.4. If for any reason the County fails to begin construction of the Parkway Project - Phase I and II within one (1) year after payment of the fees as provided in this Section 3.7., the fees advanced shall be refunded to Developer.

3.8. TIM Fee Credit and Reimbursement

3.8.1. If Developer advances funding for the Parkway Project, the Developer shall be granted a credit against any TIM Fees required from the DDRC Project. In addition, the Parties shall enter into a reimbursement agreement that shall provide the means and timing by which Developer will be reimbursed any portion of the funds advanced that exceed the TIM Fee credit and exceed the Developer's fair share of the cost of the improvements. County will not be obligated to use any funds other than MC&FP - Phase I revenues or the TIM Fee Program to reimburse Developer.

3.8.2. The Developer is eligible to be reimbursed for the Developer's advance funding only for those portions of the Parkway Project that are in the County's CIP and TIM Fee Program. Any funds advanced for the DSP Segment - Phase I and the SR-49 Segment - Phase I would be eligible for reimbursement from the MC&FP - Phase I and the TIM Fee Program. Any funds advanced for the DSP Segment - Phase II would be eligible for reimbursement only from TIM funds, since that project is in the TIM Fee Program, but is not in the MC&FP - Phase I Program.

3.8.3. The costs for design and construction of the SR-49 Segment - Phase II are currently not eligible for reimbursement, because the SR-49 Segment - Phase II is not in the CIP or TIM Fee Program and that project would not be needed in the reasonably foreseeable future but for the DDRC Project. Nothing in this Agreement is intended to prevent the County from adding improvements that are not currently in the TIM Fee Program to that program in the future. Similarly, nothing in this Agreement is intended to limit or otherwise affect the County's decisions about what improvements may be eligible for funding in any future phases of the MC&FP program.

3.9. Excess Fill Material

3.9.1. Developer and Landowner Abel agree to give the County, for no additional remuneration, approximately 200,000 cubic yards of fill material, which is the amount of excess fill identified on the DDRC Project Grading Plan.

3.9.2. When the County is ready to solicit bids for construction of any phase of the Parkway Project, Developer and Landowner Abel will grant to County the right, in the form of an easement or license, to enter upon the Property to the excess fill material identified on the DDRC Project Grading Plan. The excess fill material shall be used for earthwork elements of the Parkway Project.

3.9.3. Prior to entry and removal of fill material, the County shall consult with Developer and Landowner Abel to ensure that the fill material is removed in a manner which is consistent with the approved DDRC Project Development Plan and the DDRC Project Grading Plan.

3.9.4. Prior to the County's entrance on the Property the Parties shall enter into easement or license agreements providing typical terms for such an agreement including the indemnification of Developer/Landowners from liability incurred as a result of the County's entry on the Property.

3.9.5. County agrees to leave the Property in a safe and functional condition in accordance with best management practices and local and State regulations relating to drainage and storm water protection. County shall not be obligated to maintain said improvements and all maintenance of and regulatory obligations associated with said improvements shall transfer and be sole responsibility of Landowner upon completion of the following:

- a.) Installation of storm water best management practice improvements necessary to stabilize site from impacts due to grading, and;
- b.) Removal of all temporary construction storm water best management measures which may have been utilized during the construction of the Parkway Project by County necessary to leave the Property in a safe and functional condition, and;

c.) Board of Supervisor's approval of Parkway Project Notice of Acceptance.

3.10. Timing of Development The Parties acknowledge that Landowners cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Landowners, such as the timing of construction of the roadway improvements, market orientation and demand, interest rates, absorption, competition and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Landowners shall have the right to develop the Property in such order and at such rate and at such times as Landowners deem appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in this Agreement with respect to roadway improvements and as provided for in Section 2.1.2 with respect to minimum building size.

3.11. Reservation of Traffic Capacity on Missouri Flat Interchange

3.11.1. County wishes to encourage the construction of commercial development in the Missouri Flat area and recognizes that the roadway system, in particular the Missouri Flat Interchange, has a finite operational capacity which must be monitored to ensure that traffic conditions do not deteriorate to unacceptable levels.

3.11.2. The timing of funding and constructing any additional improvements to the Missouri Flat Interchange is uncertain and shall be at the sole discretion of County. Developer acknowledges and agrees that the County is not obligated in any way to construct any additional improvements at the Missouri Flat Interchange to provide for the DDRC Project or other development projects within the Missouri Flat area.

3.11.3. The improvements to the Missouri Flat Interchange that were identified in the MC&FP - Phase I are currently being constructed by the County; however, the DDRC Project EIR acknowledged that the Missouri Flat Interchange – Phase I improvements currently being constructed may not be sufficient to adequately serve all existing, approved, and anticipated growth in the Missouri Flat area. It is possible that there will not be adequate operational capacity on the Missouri Flat Interchange at the time that the Parkway Project is completed, thus the Missouri Flat Interchange may serve as an additional constraint to the construction of the DDRC Project.

3.11.4. Developer recognizes that the County's goal for the Missouri Flat area is to encourage commercial activity in the Missouri Flat area that can be constructed in the near future. It would not further the County's goal to "reserve" operational capacity on the existing Missouri Flat Interchange for this DDRC Project, which may be not constructed for many years due to the uncertainty of timing of construction of the Parkway Project.

3.11.5. Except as provided below, this Agreement in no way limits the County's ability to approve any other development in the Missouri Flat area which (1) is not dependent on construction of the Parkway Project, and (2) which requests entitlements before the Parkway Project is funded and the contract for construction is awarded. The Developer understands that approval of other development may use all of the existing operational capacity on the Missouri Flat Interchange. The DDRC Project may not be able to be constructed until additional operational capacity is available on the Missouri Flat Interchange through the construction of additional improvements or other methods.

3.11.6. The Parties agree that the County shall determine the operational capacity at the Missouri Flat Interchange within 90 (ninety) days of either of the following dates:

a.) the date the County asks for advance payment of the DDRC Project TIM Fees in accordance with Section 3.7, or;

b.) the date that the Board of Supervisors approves the Notice of Acceptance for the Parkway Project – Phase I and Phase II.

The County agrees that if there is sufficient operational capacity for the complete DDRC Project, it shall be reserved until two years after the Notice of Acceptance of the Parkway Project is approved by the Board of Supervisors.

If County determines that there is insufficient operational capacity to serve the entire DDRC Project, Developer and County shall evaluate if reserving the limited operational capacity would meet the Parties' goals and objectives. If there is enough capacity that a realistic phase of the DDRC Project could be built that would meet the minimum building square footages described within Section 2.1.2, the remaining capacity on Missouri Flat Interchange shall be reserved for the DDRC Project until a date two years after the Notice of Acceptance for the Parkway Project is approved by the Board of Supervisors.

If the Developer does not apply for and obtain all necessary building permits during the period that the operational capacity is reserved, as discussed above, or if the Developer subsequently lets some or all of the Building Permits expire, the County shall be under no further obligation to reserve capacity for the DDRC Project.

3.12. Connection to Public Improvements County shall cooperate with Developer to connect any improvements constructed under the Development Plan to existing or newly constructed public improvements, provided the costs of such connections are borne by Developer.

SECTION 4. - ANNUAL REVIEW

4.1. Annual Review County may, during the term of this Agreement, review the extent of good faith compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of

this Agreement pursuant to California Government Code section 65865.1. The parties agree that due to the nature of this Agreement and the obligations contained herein, annual reviews may not be necessary or practical so strict compliance with Government Code section 65865.1 is not necessary. However, County may determine that a review is necessary or desirable during the term of this Agreement. Notice of such review shall include the statement that any review may result in amendment or termination of this Development Agreement.

Upon not less than thirty (30) days' written notice by the Development Service Director, Developer shall provide such information as may be reasonably requested by the Director and deemed by the Director to be required in order to ascertain compliance with this Agreement. County shall deposit in the mail to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the County Board of Supervisors, or, if the matter is referred to the Planning Commission, before said Commission. If the County determines, based on substantial evidence, that Developer is in default following completion of the normal scheduled periodic review, written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in said notice the alleged nature of the default, and suggested or potential actions and timing to cure said default where appropriate. Developer shall have not less than ninety (90) days to cure any alleged default determined pursuant to this Section. County shall have no duty to give notice of an annual review to anyone having an ownership interest in a portion of the project deemed complete by the County and released from the obligations of this Agreement. Formal rules of evidence shall not apply to such proceedings.

SECTION 5. - DEFAULT, ENFORCEMENT AND REMEDIES

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

5.2. Default Failure or delay by either party to perform any term or provision of this Agreement shall constitute a default provided, however, the default by any successor in interest of Developer to whom Developer has assigned development rights pursuant to Section 1.6, shall not be considered a default by Developer or by any other successor-in-interest of Developer. The County may institute proceedings pursuant to this Section against any individual defaulting party. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than sixty (60) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any sixty (60) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

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

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

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

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

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

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

SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

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

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

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

6.2. No Liability for Acts of the Developer or Landowner

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

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

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

6.3. Duty to Defend Challenges to this Agreement

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

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

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

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

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

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

DEVELOPER:

By: _____

COUNTY:

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Exhibit 1

BRIAN WILBERT - ARCHITECT
 P.O. BOX 1028
 SHELLE SPRINGS, CA 94682
 PH: 530-401-3300

10' = 1" (SEE SCALE)
 1" = 10' (SEE SCALE)
 1" = 10' (SEE SCALE)

**DIAMOND
 DORADO
 CENTER**

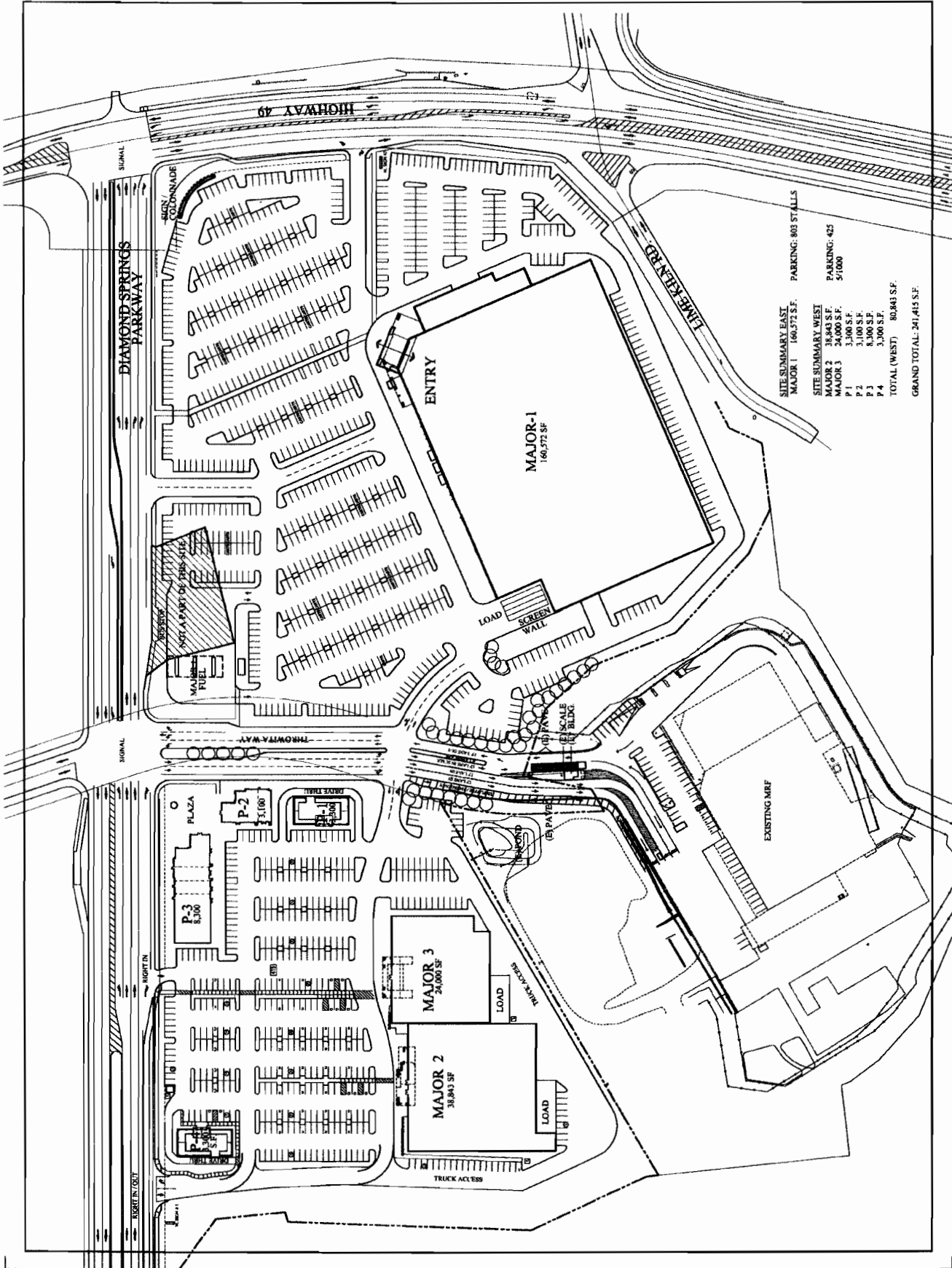
**MASTER
 PLAN**

NORTH



SCALE 1" = 60'-0"
 DATE 5-31-12

SHT A-1



SITE SUMMARY EAST		PARKING: 803 STALLS
MAJOR 1	160,772 S.F.	
SITE SUMMARY WEST		PARKING: 425
MAJOR 2	38,843 S.F.	5/1000
MAJOR 3	24,000 S.F.	
P-1	5,000 S.F.	
P-2	5,000 S.F.	
P-3	5,000 S.F.	
P-4	3,000 S.F.	
P-5	3,000 S.F.	
TOTAL (WEST)	80,843 S.F.	
GRAND TOTAL: 241,415 S.F.		

Exhibit 2

Conditions of Approval

I. PROJECT DESCRIPTION

1. This General Plan Amendment, Rezone, and Preliminary Planned Development Permit are based upon and limited to compliance with the project description, the hearing exhibits marked Exhibits H and I, and conditions of approval set forth below. Any deviations from the project description, exhibits, or conditions must be reviewed and approved by the County for conformity with this approval.

The project consists of the following:

- A. General Plan Amendment amending 27.61 acres land use designation from Industrial (I) to Commercial (C);
- B. Rezone 27.61 acres from Industrial (I) to General Commercial-Planned Development (CG-PD); and
- C. Preliminary Development Plan, based on *Alternative 5: Existing MRF Access*, for the Diamond Dorado Retail Center (DDRC) consisting of seven (7) single-story commercial buildings ranging in size from 3,100 square feet to 160,572 square feet totaling 241,515 square feet.

Final Development Plan for Diamond Dorado Retail Center shall be based on the *Alternative 5: Existing MRF Access* version of the proposed project subject to review and consideration by the Planning Commission. The required application materials and exhibits, including any request for modification of development standards, shall consist of the updated site plan, preliminary grading and drainage plan, preliminary landscape plan, preliminary building elevations, sign plan, and preliminary outdoor lighting plan. The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall be consistent with the formal action taken on this plan, subject to the conditions of approval and mitigation measures approved for the project.

2. Hold Harmless Agreement: In the event of any legal action instituted by a third party challenging the validity of any provision of this approval, the developer and landowner agree to be responsible for the costs of defending such suit and shall hold County harmless from any legal fees or costs County may incur as a result of such action.

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

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

II. PROJECT CONDITIONS

Planning Services

3. Prior to building permit issuance, the applicant shall provide a written description, together with appropriate documentation, demonstrating conformance of the project with each condition imposed as part of the project approval. The applicant shall also schedule an inspection by Planning Services permit center staff prior to final occupancy for verification of compliance with applicable conditions of approval.
4. Prior to issuance of any permits, the applicant shall pay all Development Service fees, in accordance with the executed Agreement for Payment of Processing Form for the project.
5. The applicant shall submit to Planning Services a \$50.00 recording fee and a \$2,919.00 Department of Fish and Game fee prior to filing of the Notice of Determination by the County. No permits shall be issued or parcel map filed until said fees are paid.
6. A meter award letter or similar document shall be provided by the water purveyor prior to filing the issuance of first building permit.
7. A final Planned Development plan, pursuant to Chapter 17.04 of the County Code, shall be submitted for County review and approval by the Planning Commission prior to issuance of building permits for any phase of the project. The plans shall be reviewed for consistency with this Preliminary Development Plan approval, adopted mitigation measures as identified in the Mitigation Monitoring Reporting Program, and applicable standards of Title 17, Zoning Code.
8. Prior to issuance of first occupancy permit, the applicant shall construct a trail path connecting from the project site to the El Dorado Multi-Use Trail (EDMUT) located north of the project site. Construction standards shall be based on the adopted EDMUT.
9. Prior to issuance of first occupancy permit, the applicant shall coordinate with El Dorado Transit and construct a bus turnout along the project frontage on Diamond Road/State Highway 49.
10. Prior to issuance of building permit, a reciprocal access and parking agreement shall be recorded for common use of access and parking.

Exhibit 2

Department of Transportation (DOT)

Project Specific Conditions

11. **Missouri Flat/Highway 50 Interchange:**

The Missouri Flat/Highway 50 Interchange consists of the following intersections that are impacted by the Project:

- Missouri Flat Road/Plaza Drive
- Missouri Flat Road/US-50 Westbound Ramps
- Missouri Flat Road/US-50 Eastbound Ramps
- Missouri Flat Road/Mother Load Drive

The County shall not issue a building permit to the Project applicant, until the County, in coordination with the State of California Department of Transportation (Caltrans) determines: 1) that there is adequate traffic capacity available at the Missouri Flat Road/Highway 50 Interchange for the Project as determined by an updated Traffic Impact Analysis, and 2) that the appropriate Interchange/Intersection Improvements to provide this necessary additional intersection and queuing capacity have been programmed for construction within the County's Capital Improvement Program (CIP). The implementation date for the necessary additional intersection and queuing capacity improvements shall be determined at the sole discretion of the County and pursuant to the updated Traffic Impact Analysis results, but not more than 10-years from the date of permit application. The amount of square footage permitted to be constructed per building permit shall not result in an exceedance of the identified capacity.

If the necessary additional intersection and queuing capacity improvements for the above mentioned intersections are programmed within the County's CIP prior to issuance of a building permit, then the Project applicant shall pay the traffic impact fees at time of building permit issuance, which will constitute full mitigation for the Project traffic impacts at the intersection locations.

12. **Diamond Springs Parkway Improvements:**

The Diamond Springs Parkway Project consists of the following segments and phases:

Diamond Springs Parkway (DSP) Segment

Missouri Flat Road east of Golden Center Drive to a new T intersection with State Route 49 south of Bradley Drive.

Phase I (DSP Phase I) - The construction of two lanes of DSP and the signalized intersection of the Parkway at existing SR 49.

Phase II (DSP Phase II) - Widening DSP to a four lane arterial roadway.

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DSP Improvements:

Project applicant shall obtain the necessary approval from the County Engineer prior to commencing any right-of-way acquisition for Diamond Springs Parkway.

The required improvements shall be completed to the satisfaction of the County Engineer. Improvements at the intersection of DSP and SR 49 shall also be completed to the satisfaction of Caltrans.

The Project applicant, subject to the determination of the County Engineer, shall be responsible for the DSP improvements in one of the following options as applicable to the circumstances at the time of the building permit application:

- A. In the event that the Project applicant applies for a building permit prior to the County constructing the improvements for DSP Phase I; prior to the issuance of a building permit, the Project applicant shall enter into a road improvement agreement and reimbursement agreement prior to proceeding with the required roadway construction, and shall cause to construct both DSP Phase I and II improvements. The Project applicant shall construct the roadway and intersection signal improvements of DSP from Missouri Flat Road to the intersection of SR 49 to the adopted alignment along the property frontage in accordance with DISM Standard Plan 101A and pursuant to the Diamond Springs Parkway Project Final Environmental Impact Report. All eligible reimbursements for the improvements shall be determined within a reimbursement agreement. The applicant shall adhere to the standard roadway geometrics with particular roadway and intersection improvements as follows:

- 110-ft right-of-way
- 5-ft PSE on either side of right-of-way
- 6.5-foot sidewalk measured from face of curb with Type 2 vertical curb and gutter on the south side of DSP
- 8-foot Type II Bike Lane/Shoulder along the southern side of DSP
- Two 12-foot AC travel lane on the southern side of DSP
- 20-ft median
- Two 12-ft AC travel lanes on the northern side of DSP
- 8-foot Type II Bike Lane/Shoulder Lane on the northern side of DSP
- 6.5-foot sidewalk measured from face of curb with Type 2 vertical curb and gutter on the northern side of DSP from bus turnout to Throwita Way signal.
- Construction of turn pockets as described on Diamond Springs Parkway Traffic Impact Study and the approved Diamond Dorado Retail Center
- Bus turnout locations as required by El Dorado Transit
- Traffic Signal at Diamond Springs Parkway and Throwita Way

Exhibit 2

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- Traffic Signal at Diamond Springs Parkway and SR 49

B. In the event that the Project applicant applies for a building permit subsequent to the County constructing the improvements for DSP Phase I; prior to the issuance of a building permit, the Project applicant shall enter into a road improvement agreement and reimbursement agreement prior to proceeding with the required roadway construction, and shall cause to construct the DSP Phase II improvements. The Project applicant shall construct the remaining roadway and intersection signal improvements of DSP from Missouri Flat Road to the intersection of SR 49 to the adopted alignment along the property frontage in accordance with DOT Standards. All eligible reimbursements terms for the improvements shall be determined within a reimbursement agreement. The frontage improvements are not considered eligible for reimbursement.

C. In the event that the Project applicant applies for a building permit subsequent to the County constructing the improvements for DSP Phase II, the Project applicant shall be responsible to design and cause to construct, in coordination and subject to the approval by the County Engineer, the required frontage improvements along the DSP alignment prior to the occupancy and pay the traffic impact fees at time of building permit issuance. The frontage improvements are not considered eligible for reimbursement.

13. State Route 49 Improvements:

SR 49 Segment

The SR 49 improvements consist of widening and improving SR-49 from the intersection with the new DSP to Pleasant Valley Road/(SR 49).

Phase I (SR 49 Phase I) - Includes improvements necessary to realign the existing two lane SR-49 from the new DSP alignment to Pleasant Valley Road/(SR 49) intersection as defined within the County's Capital Improvement Program (CIP) # 72375.

Phase II (SR 49 Phase II) - Includes the remaining improvements necessary to widen the realigned Phase I SR-49 CIP #72375 to a four lane configuration.

Project applicant shall coordinate and obtain the necessary approvals with County Engineer and Caltrans prior to commencing any right-of-way acquisition for SR 49.

All improvements shall be completed to the satisfaction of the County Engineer and Caltrans.

All eligible reimbursements for the improvements shall be determined within a reimbursement agreement. The frontage improvements are not considered eligible for reimbursement.

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The applicant shall construct an 8-foot sidewalk along the Project frontage of SR 49.

Prior to the Project applicant applying for a building permit, the Project applicant shall update the Project Development (PD07-0034) County approved Final Traffic Impact Report for the SR 49 roadway section from the intersection of the new DSP to intersection of Pleasant Valley Road/(SR 49) as follows:

Pursuant to the Department of Transportations' *Traffic Impact Study Protocols and Procedures*, complete AM/PM Peak-hour capacity LOS analysis and an Intersection Queuing Evaluation at the intersection of Pleasant Valley Road/(SR 49) at the time of application for:

- a. Existing Conditions within the Final Traffic Impact Report study area;
- b. Existing Conditions plus Approved Projects within the Final Traffic Impact Report study area;
- c. Existing Conditions plus Approved Projects within the Final Traffic Impact Report study area plus Proposed Project; and
- d. Cumulative within the Final Traffic Impact Report study area plus Proposed Project 2025 forecast.

The updated Traffic Impact Report shall provide a narrative of the traffic assumption with methodologies and compile the results from a-d within the following tables:

- e. AM/PM Peak-hour capacity LOS table that compares the County approved Final Traffic Impact Report study results with the results from (a-d);
- f. Intersection Queuing Evaluation table that compares the County approved Final Traffic Impact Report study results with the results from (a-d); and
- g. Table of updated traffic mitigation measures for the Phase II segment from Lime Kiln Road to Pleasant Valley Road/(SR 49) intersection, if required.

Based on the findings from the updated Traffic Impact Report, there are two cases that will apply at the time of application:

Case 1 - Updated Traffic Impact Report results demonstrate that the Project traffic impacts are within the accepted roadway and intersection LOS capacities as identified within the Final Environmental Impact Report for Project Development (PD07-0034) and the County Engineer and Caltrans accepts the updated Traffic Impact Report findings.

Case 2 - Updated Traffic Impact Report results demonstrate that the Project traffic impacts are not within the accepted roadway and intersection LOS capacities as

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identified within the Final Environmental Impact Report for Project Development(PD07-0034) and the County Engineer and Caltrans accepts the updated Traffic Impact Report findings.

Therefore, the Project applicant, subject to the determination of the County Engineer, shall be responsible for the SR 49 improvements in one of the following options as applicable to the circumstances and subject to the updated Traffic Impact Report case at time of application:

Option A - In the event that the Project applicant applies for a building permit prior to the County constructing the improvements for SR 49 Phase I:

Case 1

Prior to the issuance of a building permit, Project applicant shall obtain a Caltrans approved improvement agreement with security satisfactory to Caltrans and enter into a County reimbursement agreement for the SR 49 Phase I work prior to proceeding with the required roadway construction. The Project applicant shall cause to construct only the Phase I improvements for SR 49 from Pleasant Valley Road to approximately 150-feet south of Bradley Drive to a two-lane, highway in accordance with the Caltrans Highway Design Manual and other applicable Caltrans standards

Case 2

Prior to the issuance of a building permit, the Project applicant shall obtain a Caltrans approved improvement agreement with security satisfactory to Caltrans and enter into a County reimbursement agreement for only the SR 49 Phase I work prior to proceeding with the required roadway construction. The Project applicant shall cause to construct both the SR 49 Phase I and Phase II improvements from Pleasant Valley Road to approximately 150-feet south of Bradley Drive to a four-lane, highway in accordance with the Caltrans Highway Design Manual and other applicable Caltrans standards.

Option B - In the event that the Project applicant applies for a building permit subsequent to the County constructing the improvements for SR 49 Phase I:

Case 1

The SR 49 Phase II improvements will not be required. However, the Project applicant shall pay their fair share for the Projects' future cumulative traffic impacts as identified within the Project Development (PD07-0034) County approved Final Traffic Impact Report related to the SR 49 Phase II mitigation improvements. The fair share fees will be determined by the County Engineer at the time of application based on the following fee calculation formula:

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- Project generated trips divided by the total cumulative trips multiplied by the actual cost of designing and constructing the improvements.

Case 2

Prior to the issuance of a building permit, the Project applicant shall obtain a Caltrans approved improvement agreement with security satisfactory to Caltrans prior to proceeding with the required roadway construction and cause to construct the SR 49 Phase II improvements from Pleasant Valley Road to approximately 150-feet south of Bradley Drive to a four-lane, highway in accordance with the Caltrans Highway Design Manual and other applicable Caltrans standards.

- Option C - In the event that the Project applicant applies for a building permit subsequent to the County constructing the improvements for SR 49 Phase I, and should the County include the SR 49 Phase II improvements within the 20-year CIP prior to issuance of a building permit:

Case 1

The SR 49 Phase II improvements will not be required. However, the Project applicant shall pay their fair share for the Projects' future cumulative traffic impacts as identified within the Project Development (PD07-0034) County approved Final Traffic Impact Report related to the SR 49 Phase II mitigation improvements. The fair share fees will be determined by the County Engineer at the time of building permit application based on the following fee calculation formula:

- Project generated trips divided by the total cumulative trips multiplied by the actual cost of designing and constructing the improvements.

Case 2

Prior to the issuance of a building permit the Project applicant shall obtain a Caltrans approved improvement agreement with security satisfactory to Caltrans, enter into a County reimbursement agreement for the SR Phase II eligible improvements prior to proceeding with the required roadway construction, and cause to construct the SR 49 Phase II improvements from Pleasant Valley Road to approximately 150-feet south of Bradley Drive to a four-lane highway in accordance with the Caltrans Highway Design Manual and other applicable Caltrans standards.

14. Deceleration Lanes: The Project applicant shall construct deceleration lanes at the driveway encroachments onto Diamond Springs Parkway. The improvements shall be substantially completed as determined by the County Engineer prior to occupancy of any building. The improvements are not considered eligible for reimbursement.

Exhibit 2

15. **Traffic Signal Appurtenances Easements:** The Project applicant shall provide traffic signal appurtenances easements for the signal infrastructure located within the Project site. The final location of the easements and infrastructure design shall be reviewed and approved by the County Engineer prior to its construction. The aforementioned easements shall not be subject to reimbursement.

16. **Signal Coordination:** The applicant shall provide coordinated signal timings at two (2) intersections, DSP and Throwita Way and DSP and SR 49 as part of the work associated within Condition 2 “Diamond Springs Parkway Improvements”, in accordance with the construction Phase at the time of application. The improvements shall be completed to the satisfaction of Caltrans and the County Engineer, or the Project applicant shall obtain an approved improvement agreement with security satisfactory to Caltrans and the County Engineer, prior to issuance of building permit. The improvements are not considered eligible for reimbursement.

17. **Off-Site Intersection Improvements:** Prior to the issuance of building permits for the Project, the Project applicant shall design and cause to construct each off-site intersection mitigation improvement identified in Table 1 at the discretion of and pursuant to the approval of Caltrans for all SR 49 improvements and County Engineer for improvements within the County maintained roadway. The mitigation improvements shall be designed in accordance with Caltrans standards for SR 49 improvements and County standards for improvements within the County maintained roadway. On an intersection by intersection basis, should the County program capital improvements that incorporate the necessary mitigation measures at each location identified within Table 1 within the 20-year CIP prior to the Project applicant’s issuance of a building permit, then payment of the Project traffic impact fees at time of building permit issuance shall represent full mitigation for the Project traffic impacts at that location.

Table 1. Required Intersection Improvements for DDRC		
INTERSECTION DESCRIPTION		MITIGATION IMPROVEMENTS
Pleasant Valley Road (SR-49)	China Garden	Addition of a southbound right-turn lane from China Garden onto Pleasant Valley Road (SR49).
Pleasant Valley Road (SR49)	Forni Road	Addition of an eastbound left-turn lane from Pleasant Valley Road (SR49) onto Forni Road.
		Addition of left and right turn pockets on Forni Road onto Pleasant Valley Road (SR49)
Pleasant Valley Road (SR49)	SR49 South	Addition of a northbound right-turn lane from SR49 onto Pleasant Valley Road (SR49)
		Extension of the existing west-bound left turn pocket to a minimum of 250-feet on Pleasant Valley Road

Exhibit 2

		(SR49)
Missouri Flat Road	Forni Road	Addition of a southbound through lane on Missouri Flat Road.
Missouri Flat Road	China Garden	Addition of a westbound right-turn lane from Missouri Flat Road onto China Garden.
Missouri Flat Road	Enterprise Drive	Addition of a 50-foot eastbound right-turn flare.

- Applicant shall obtain encroachment permits for work in Caltrans and DOT's jurisdiction.
- The intersections are included in the Traffic Impact Mitigation (TIM) Program Item #75 "Other Projects, Traffic Signals, Operational and Safety Improvements."

18. **Interior Traffic Analysis:** The applicant shall provide a traffic analysis of the interior traffic lanes demonstrating that the traffic flow and turn movements are sufficient to accommodate the Project circulation volumes with the submittal of the Final Planned Development plan. The necessary improvements identified within the analysis shall be completed to the satisfaction of the County Engineer prior to occupancy.
19. **Encroachment Permits:** The applicant shall obtain an encroachment permit from the County Engineer and shall construct the four right-in and/or right out driveway encroachments in accordance with DISM Standard Plan 110. The improvements shall be completed to the satisfaction of the County Engineer prior to occupancy. All curb returns, at pedestrian crossings shall include a pedestrian ramp with truncated domes per Caltrans Standard A88A and 4-feet of sidewalk/landing at the back of the ramp.
20. **Encroachment Permit (State Route 49):** The applicant shall obtain an encroachment permit from Caltrans for the roadway improvements along State Route 49, the intersection improvements at Diamond Springs Parkway/State Route 49 and Lime Kiln Road/State Route 49, and for the driveway encroachment south of Parcel 10 prior to issuance of a building permit. Project applicant shall also demonstrate that said permit is active and valid at the time of the construction of the improvements.
21. **Offer of Dedication:** The applicant has provided and the County completed the Consent to Making of irrevocable offers of dedication, Board Item #08-1264 for the right-of-way and public service easement (PSE) for Diamond Springs Parkway, Highway 49 and portions of Lime Kiln Road. The dedications are only required for the segments of roadway within the project frontage. The dedications shall be recorded prior to issuance of a building permit. These dedications will be accepted by the County.
22. **Maintenance Entity:** The proposed project must form an entity for the maintenance of any shared or common: parking facilities, landscaping, and signs. DOT shall review the document forming the entity to ensure the provisions are adequate prior to issuance of Certificate of Occupancy for any Building Permit.
23. **Vehicular Access Restriction:** Prior to issuance of a building permit if the map has not been recorded, the applicant shall record a vehicular access restriction along the frontage

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of Diamond Springs Parkway, Lime Kiln, and SR49 excluding road intersections and driveways shown on the tentative parcel map dated January 2010.

24. **Community Facilities District Annexation:** The owner shall enter into an agreement in recordable form with the County that obligates the property to participate in the Community Facilities District No. 2002-01 (Missouri Flat Area) (CFD), which is the financing district approved by the El Dorado County Board of Supervisors for the Missouri Flat Area, at such time in the future that the County processes an annexation of territory into the CFD. The agreement shall be executed by the property owner and approved by the County prior to the issuance of any building permits. The financing obligation shall run with the property's title and bind all future assignees and/or successors in interest in the subject property.

Should timing of building permit review process coincide with an annexation process underway by the County, the Project applicant may participate in said process in lieu of entering into an agreement, provided the annexation election has been held, the property owner, for subject application, voted in favor of being annexed, and the annexation election is successful.

25. **Construction Easements:** Within 14 days of written request from the County for temporary construction easement(s) needed along the property frontage for the Diamond Springs Parkway and SR49 CIP Projects, the Project applicant shall provide any required temporary construction easements for a term that extends through the County's Board of Supervisor acceptance of the CIP Projects.
26. **Soil Remediation:** The Project applicant shall remediate any contaminated soil as recommended by a geotechnical engineer and as approved by County Engineer. The soil remediation shall be completed prior to issuance of any building permits.
27. **Roadway Access:** The Project applicant shall construct an access road to the satisfaction of County Engineer and the owner of Parcel 051-250-47 prior to removal of the current access of parcel 051-250-47 to Bradley Drive, prior to issuance of a building permit.

DOT STANDARD CONDITIONS

28. **Easements:** All applicable existing and proposed easements shall be shown on the Project plans.
29. **Drainage Easements:** Drainage easements for closed conduits and appurtenances shall be no less than 10 feet in width and shall be shown on tentative map. Cross lot drainage is not permissible. Pursuant to Section 4.D of the DISM, the site plans shall show drainage easements for all on-site drainage courses and facilities and shall be included on all improvement plans.

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30. **Signage:** The applicant shall install all necessary signage such as stop signs, street name signs, and/or "not a county maintained road" sign as required by the County Engineer prior to occupancy. The signing and striping shall be designed and constructed per the latest version of the California Manual Uniform Traffic Control Devices (MUTCD).
31. **Construction Hours:** Construction activities shall be conducted in accordance with the County Health, Safety, and Noise Element and limited to the daylight hours between 7:00 a.m. and 7:00 p.m. on any weekday, and 8:00 a.m. and 5:00 p.m. on weekends and federal holidays.
32. **DISM Consistency:** The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual (as may be modified by these Conditions of Approval or by approved Design Waivers) from the County Engineer, and pay all applicable fees prior to issuance of a building permit.
33. **Import/Export Grading Permit:** Any import, or export to be deposited or borrowed within El Dorado County, shall require an additional grading permit for that offsite grading.
34. **Grading Plan Review:** Grading and improvement plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the County Engineer. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the County Engineer shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the Project. Grading plans shall incorporate appropriate erosion control measures as provided in the El Dorado County Grading Ordinance and El Dorado County Storm Water Management Plan. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation, and the potential discharge of pollutants into drainages.
35. **RCD Coordination:** The timing of construction and method of revegetation shall be coordinated with the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the County Engineer. The County Engineer shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
36. **Soils Report:** At the time of the submittal of the grading or improvement plans, the Project applicant shall submit a soils and geologic hazards report (meeting the requirements for such reports provided in the El Dorado County Grading Ordinance) to, and receive approval from the El Dorado County Department of Transportation or Development Services (whichever is applicable). Grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations and address, at a minimum, grading practices, compaction, slope stability of existing and proposed cuts

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and fills, erosion potential, ground water, pavement section based on TI and R values, and recommended design criteria for any retaining walls.

37. **Drainage Study / SWMP Compliance:** The Project applicant shall provide a drainage report at time of improvement plans or grading permit application, consistent with the County Drainage Manual and the Storm Water Management Plan, which addresses storm water runoff increase, impacts to downstream facilities and properties, and identification of appropriate storm water quality management practices to the satisfaction of the Department of Transportation or Development Services (whichever is applicable).

The Drainage Study must demonstrate the subject property has adequate existing and proposed storm drainage facilities. At a minimum, the drainage study, plans, and calculations shall include the following:

- The site can be adequately drained;
- The development improvements shall be evaluated to determine if downstream conveyance facilities can accept and convey the runoff increases without negative impacts. The study shall also determine if existing regional stormwater storage facilities downstream of the development have the reserve capacity to accept the development runoff increases.
- The on-site drainage mitigation measures shall demonstrate that by being implemented in such a manner there shall be no increase to the downstream peak flow more than the pre-development 10-year storm event and shall not cause a hazard or public nuisance. Implementation of Detention or retention facilities on-site to attenuate peak runoff to a level that does not impact downstream facilities shall be required if said condition is not met or the study shall demonstrate that there are no downstream impacts and that the downstream facilities can accommodate the Project developed peak flows as required by the County's Drainage Manual.
- All on-site drainage facilities shall include hydraulic calculations to the ultimate drainage outfall of the Project.

Pursuant to Section 1.8.3 of the County's Drainage Manual, the report shall be prepared by a Civil Engineer who is registered in the State of California. A Scoping Meeting for the required drainage study between County staff and the engineer shall occur prior to the first submittal of improvement plans. The engineer shall bring a watershed map and any other existing drainage system information to the Scoping Meeting. The improvements shall be completed to the approval of the County Engineer, prior to the filing of the Parcel Map or the applicant shall obtain an approved improvement agreement with security.

38. **NPDES Permit:** At the time that an application is submitted for improvement plans or a grading permit, the Project applicant shall file a "Notice of Intent" (NOI) to comply with the Statewide General National Pollutant Discharge Eliminated System (NPDES) Permit for storm water discharges associated with construction activity with the State Water

Exhibit 2

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Resources Control Board (SWRCB). This condition is mandated by the Federal Clean Water Act and the California Water Code. A filing form, a filing fee, a location map, and a Storm Water Pollution Prevention Plan (SWPPP) are required for this filing. A copy of the Application shall be submitted to the County, prior to building permit issuance, and by state law must be done prior to commencing construction.

39. Storm Water Drainage BMPs: This project is located within the area covered by El Dorado County's municipal storm water quality permit, pursuant to the National Pollutant Discharge Eliminated System (NPDES) Phase II program. Project related storm water discharges are subject to all applicable requirements of said permit at the time of construction. Storm drainage from on-and off-site impervious surfaces (including roads) shall be collected and routed through specially designed water quality treatment Best Management Practices (BMPs) for removal of pollutants of concern (e.g. sediment, oil/grease, etc.), as approved by County Engineer. BMPs shall be designed to mitigate (minimize, infiltrate, filter, or treat) storm water runoff in accordance with the NPDES Permit requirements at the time of construction.

With the Improvement Plans, the applicant shall verify that the proposed BMPs are appropriate to treat the pollutants of concern from this Project. A maintenance entity of these facilities shall be provided by the Project applicant. County Engineer shall review the document forming the entity to ensure the provisions are adequate with submittal of Improvement Plans

40. Water Quality Stamp: All new or reconstructed drainage inlets shall have a storm water quality message stamped into the concrete, conforming to the County's standard drawing SD-1. All stamps shall be approved by the County inspector prior to being used.
41. Off-site Improvements (Security): Prior to approval of the Plan Development or the filing of a Parcel Map, the applicant shall enter into an agreement pursuant to Government Code Section 66462.5 to complete the required offsite improvements, including the full costs of acquiring any real property interests necessary to complete the required improvements. In addition to the agreement, the applicant shall provide a cash deposit, letter of credit, or other acceptable surety in the amount sufficient to pay such costs, including legal costs, subject to the approval of the County.
42. Off-site Improvements (Acquisition): As specified in the Conditions of Approval, the applicant is required to perform off-site improvements. If it is determined that the Project applicant does not have or cannot secure sufficient title or interest of such lands where said off-site improvements are required, the County may, at the applicant's expense and within 120 days of filing the Parcel Map or approval of the Plan Development, acquire by negotiation or commence proceedings to acquire an interest in the land which will permit the improvements to be made, including proceedings for immediate possession of the property. In such cases, prior to filing of any parcel map, the applicant shall submit the following to the County Engineer, and enter into an agreement pursuant to Government Code Section 66462.5 and provide acceptable security to complete the offsite

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improvements, including costs of acquiring real property interest to complete the required improvements, construction surveying, construction management and a 20% contingency:

- a. A legal description and plat, of the land necessary to be acquired to complete the offsite improvements, prepared by a civil engineer or land surveyor.
- b. Approved improvement plans and specifications of the required off-site improvements, prepared by a civil engineer.
- c. An appraisal prepared by a certified appraiser of the cost of land necessary to complete the off-site improvements.

In addition to the agreement the Project applicant 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 the County.

43. Electronic Documentation: Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the developer will provide a CD to the County Engineer with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF and DWG format.
44. TIM Fees: The Project applicant shall pay the traffic impact mitigation fees at issuance of building permit.

Air Quality Management District (AQMD)

45. Prior to start of construction, the project shall comply with District Rules 223, 223-1, and 224 for the regulation of fugitive dust and asbestos. A Fugitive Dust Plan (FDP) application shall be submitted with appropriate fees to the District.
46. Project construction shall be in conformance with District Rule 215 for regulation of architectural coating. This condition shall be verified prior to issuance of building permit.
47. Prior to construction/installation of any new point source emissions units or non-permitted 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.

Environmental Management-Hazardous Materials Division

48. Any existing Environmental Site Assessments (ESA) shall be submitted to EMD for review, prior to issuance of grading permit. If no ESA exist, the applicant must prepare a Phase I ESA in accordance with ASTM standard E 1527-00 and submitted to Hazardous Materials Division. If the Phase I conclude that the site is potentially impacted, a Phase II ESA shall be required and any site remediation implemented prior to site construction.

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49. Prior to issuance of occupancy permit, the applicant shall apply for an Underground Storage Tanks (UST) permit for the installation of underground tanks. The installation shall comply with all applicable provisions of the California Code of Regulations (Underground Tank Regulations).
50. The following storm water standards shall be incorporated in the design of the gas station:
 - a. The gas station canopy shall have dimensions equal to or greater than the grade break. All runoff from the canopy shall not drain on the fueling area. The downspouts shall be routed so as to prevent drainage across the fueling area.
 - b. The fuel dispensing area shall be paved with Portland cement concrete, or an equally impervious surface. The use of asphalt concrete is prohibited.
 - c. The fuel dispensing area shall be sloped at 1.5% to 4% to promote drainage away from the dispensers.
 - d. The fuel dispensing area shall be separated from the surrounding area by a grade break to prevent storm water run on.
 - e. The concrete dispensing area must extend at least 6.5 feet beyond the corner of each dispenser, or one foot beyond the length at which the nozzle/hose assembly may be operated, whichever is less.
 - f. Owners/operators of all commercial facilities storing reportable quantities of hazardous materials (55 gallons, 500 lbs, 20 cubic feet) or generating hazardous materials business/hazardous waste generator management plan for the site. The plan shall be submitted to this Department for review and all applicable fees.

Environmental Management-Solid Waste Division

51. The Final Development Plan shall identify for each retail facility storage enclosures for both trash and recycling dumpsters. The location, quantity and design of the receptacles shall be verified at building permit review.

County Surveyor's Office

52. Situs addressing for the project shall be coordinated with the Diamond Springs Fire Department and the County Surveyor's Office prior to issuance of building permit.

Diamond Springs/El Dorado Fire Protection District

53. Fire hydrants shall be designed and installed with appropriate fire flow specifications prior to construction of combustible materials.
54. Prior to issuance of building permits, final site plan shall be verified for appropriate roadway and radius requirements.

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55. All new buildings in excess of 3,600 square feet shall be equipped with fire sprinklers and monitoring system in accordance with the provisions of NFPA 13, NFPA 72, and Diamond Springs- El Dorado FPD Fire Code. Sprinkler plans shall be included as part of building permits applications.
56. A Knox Box shall be installed in each proposed building, prior to issuance of Occupancy Permit.
57. Prior to issuance of first building permit, the project site shall be annexed into the Community Facilities District (CFD) for the purpose of receiving public services provided by the Diamond Springs-El Dorado Fire Protection District. The applicant shall provide proof of the executed annexation to Development Services Department-Planning Services.

II. MITIGATION MONITORING REPORTING PROGRAM (MMRP)

In accordance with CEQA Guidelines Section 15074(d), specific project mitigation measures identified in the Mitigation Monitoring Reporting Program adopted for the project shall be implemented by the affected agencies. These measures are included as Exhibit B of Attachment 3.



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION**



INTEROFFICE MEMORANDUM

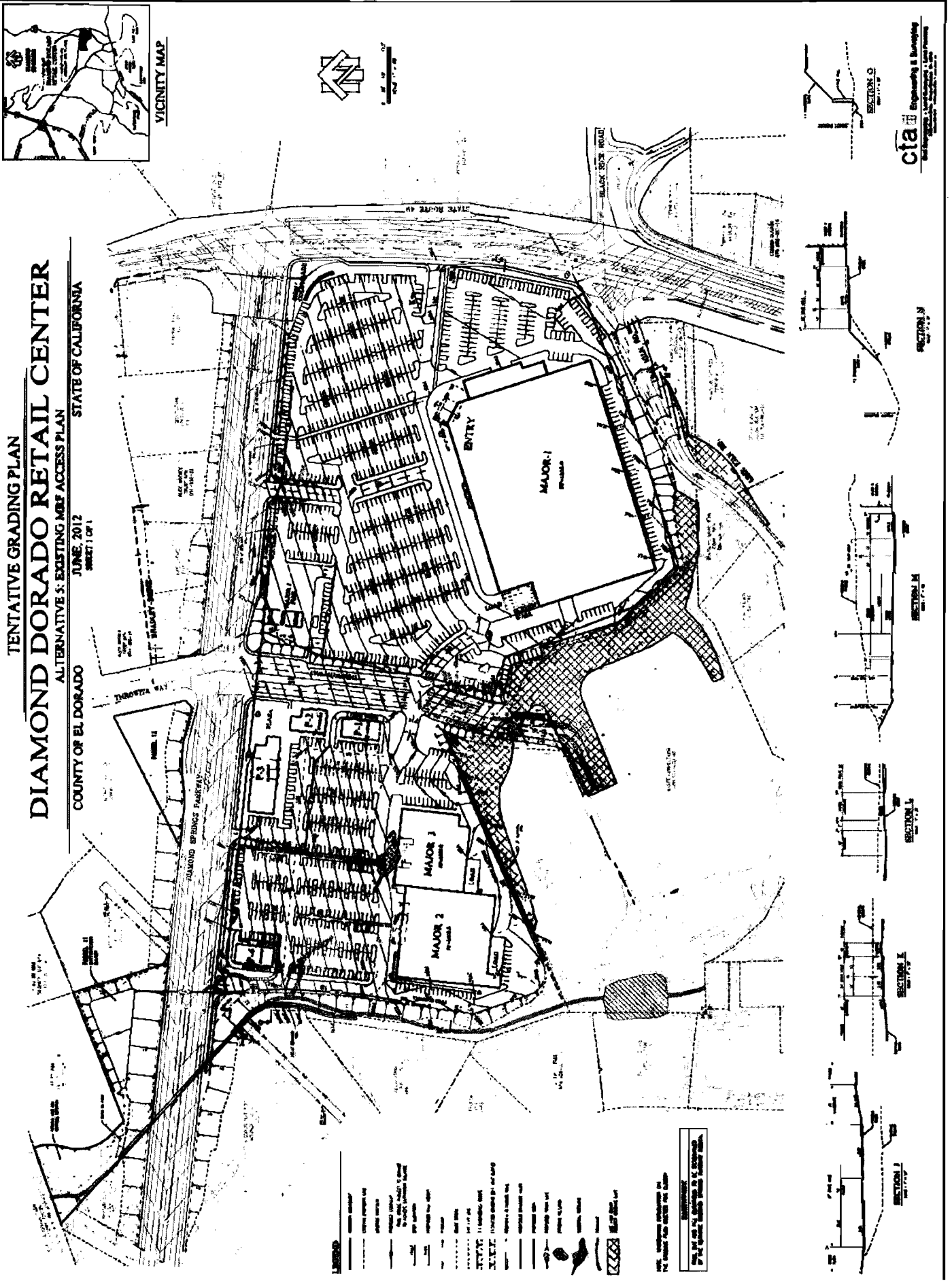
Date: August 23, 2012
To: Mel Pabalinas, Project Planner
From: Steve Kooyman, P.E. Acting Deputy Director Engineering and Eileen Crawford,
P.E. Senior Civil Engineer DOT Transportation Planning
Subject: P 08-0017 (PD07-0034)
Project: Diamond Dorado Retail Center, Commercial Parcel Map
Location: Northwest side of Lime Kiln Road and Hwy 49 in the Diamond Springs Area
APN: 051-250-12, -46, -47, -51, and -54
RE: Modified Conditions of Approval # 16 & 17

Pursuant to the Planning Commission 2nd motion with respect to Agenda Item #10 regarding Condition of Approval (COA) #16, the Department of Transportation (DOT) is recommending the following modification:

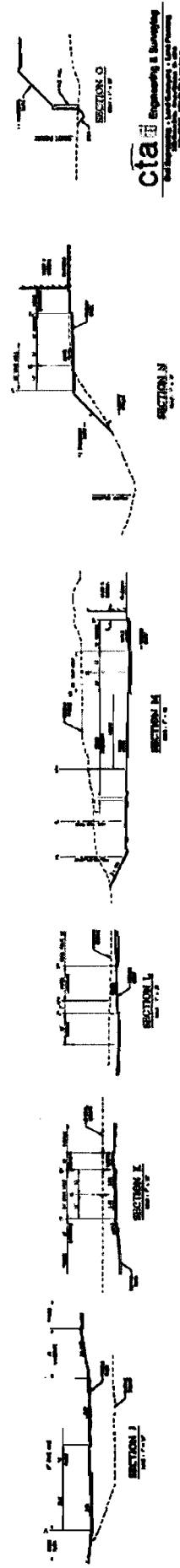
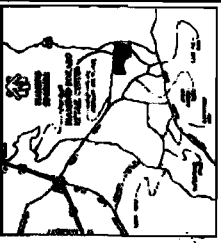
16. Signal Coordination: The Project applicant, subject to the determination of the County Engineer, shall provide be responsible for the coordinated signal timings at two (2) intersections, DSP and Throwita Way and DSP and SR 49, as part of the DSP roadway work as part of the work associated and in accordance with Condition 12 "Diamond Springs Parkway Improvements." with the construction Phase at the time of application. The improvements shall be completed to the satisfaction of Caltrans and the County Engineer, or the Project applicant shall obtain an approved improvement agreement with security satisfactory to Caltrans and the County Engineer, prior to the filing of the parcel map. The improvements are not considered eligible for reimbursement.

Pursuant to the Planning Commission 2nd motion with respect to Agenda Item #10, regarding COA #17 - Off-Site Intersection Improvements, DOT has reviewed the verbiage within COA #17 and is recommending adding the following clarifying paragraph to the Legistar Report, and that no changes to the current COA #17 are necessary:

The Department of Transportation (DOT) has reviewed the language within Condition of Approval #17 and has determined that the language, as written, allows the DOT the flexibility to program the necessary mitigation improvements at each intersection within the Capital Improvement Program.



TENTATIVE GRADING PLAN
DIAMOND DORADO RETAIL CENTER
 ALTERNATIVE 5: EXISTING MBF ACCESS PLAN
 JUNE, 2012
 SHEET 001
 COUNTY OF EL DORADO
 STATE OF CALIFORNIA



cfa Engineering & Surveying
 10000 W. 14th Street, Suite 100
 Westminster, CA 92683
 (714) 835-8800

- MAJOR 1
- MAJOR 2
- MAJOR 3
- ENTRY
- PARKING
- LANDSCAPE
- ...

**Mitigation Monitoring and Reporting Program
for the
Final Environmental Impact Report
Diamond Dorado Retail Center Project (DDRC)
Diamond Springs, El Dorado County, California
State Clearinghouse No. 2008012004**

Prepared for:



El Dorado County
2850 Fairlane Court
Placerville, CA 95667
530.621.5355

Contact: Mel Pabalinas, Senior Planner

Prepared by:

Michael Brandman Associates
2000 "O" Street, Suite 200
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916.447.1100

Contact: Jason Brandman, Project Manager
Janna Waligorski, Assistant Project Manager



Michael Brandman Associates

July 23, 2012

STAFF REPORT-ATTACHMENT 3-EXHIBIT B
12-1084 G(2) 1 of 33

Table 1: Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Initial
<p>1. Aesthetics, Light, and Glare</p> <p>MM AES-1: The Project applicant shall complete a final landscaping plan for review and approval by County staff that includes vegetation that appropriately screens views of the Diamond Dorado Retail Center as seen from the residence at the corner of Lime Kiln Road and Lime Plant Road. Screening vegetation shall be located along the project site's boundary to the southwest of Major 1 and be of a type and species that shall provide year-round visual screening.</p>	<p>Submittal and approval of landscaping plans</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Development Services Department- Planning Services</p>		
<p>2. Air Quality</p> <p><i>Onsite Improvements</i></p> <p>MM AIR-3a: In order to reduce the Project's construction emissions to less than significant, the project developer shall use low-volatile organic compound (VOC) paints with a maximum of 50 grams per liter VOC content. More information about low-VOC paints and compliant paint products can be found at http://www.aqmd.gov/prdas/brochures /paintguide.html.</p> <p>MM AIR-3b: Shower and locker facilities shall be installed in major anchor buildings, as well commercial, office, and industrial buildings to encourage employees to bike and/or walk to work. A minimum of three lockers for every 25 employees shall be installed. Each building shall have two showers installed.</p> <p>MM AIR-3c: The Project shall install display cases or kiosks displaying transportation information (ridesharing information, transit schedules, bicycle route and path information) in a prominent area accessible to employees and visitors.</p>	<p>Notes on construction plans; Site inspection</p>	<p>During the architectural coating phase</p>	<p>El Dorado County Development Services Department- Planning Services</p>		
	<p>Notes on construction plans; Site inspection</p>	<p>Prior to issuance of building permits; Prior to the issuance of building occupancy permits</p>	<p>El Dorado County Development Services Department- Planning Services</p>		
	<p>Notes on construction plans; Site inspection</p>	<p>Prior to issuance of building permits; Prior to the issuance of building occupancy permits</p>	<p>El Dorado County Development Services Department- Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
MM AIR-3d: The project buildings shall be designed and built to achieve an average of 20 percent efficiency above current Title 24 requirements to increase energy efficiency and reduce emissions associated with electricity generation. The method for achieving the 20 percent efficiency will depend on project specifics not known at this time, such as insulation values.	Notes on construction plans; Submittal of documentation	Prior to issuance of building permits	El Dorado County Development Services Department-Building Services		
MM AIR-3e: The project buildings shall install only Energy Star heating and cooling appliances.	Notes on construction plans; Submittal of documentation	Prior to issuance of building permits	El Dorado County Development Services Department-Building Services		
MM AIR-3f: The Project shall install only Energy Star-labeled roof materials.	Notes on construction plans; Submittal of documentation	Prior to issuance of building permits	El Dorado County Development Services Department-Building Services		
MM AIR-7: Project buildings shall be constructed to provide structural support adequate to install solar panels at a later time. Components of structural support include roof design adequate to bear the load of solar panels as well as electrical infrastructure adequate to support solar panels.	Notes on construction plans	Prior to issuance of building permits	El Dorado County Development Services Department-Building Services		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
3. Biological Resources					
<i>Onsite Improvements</i>					
<p>MM BIO-1: If grading or tree removal is proposed during the avian nesting season (March 1 to October 1), a focused survey for nesting migratory birds shall be conducted by a qualified biologist to identify active nests on the project study area. The survey will be conducted no less than 14 days and no more than 30 days prior to the beginning of grading or tree removal. The results of the survey will be summarized in a written report prior to the beginning of grading. If nesting birds are found during the focused survey, no grading or tree removal will occur within 250 feet of an active nest (500 feet for raptors) until the young have fledged (as determined by a qualified biologist) or until the Project applicant receives written authorization from California Department of Fish and Game (CDFG) to proceed. Construction activity may occur within the 250-foot buffer area at the discretion of the monitoring biologist. If nest trees are unavoidable, they shall be removed during the non-breeding season. If nesting white-tailed kites are found during the focused survey, no grading or tree removal will occur within 500 feet of an active nest until the young have fledged (as determined by a qualified biologist) and the Project applicant receives written authorization from CDFG to proceed. If nest trees are unavoidable, they shall be removed only during the non-breeding season.</p>	<p>Site inspection; Submittal of documentation</p>	<p>If ground clearing or vegetation removal activities occur during the avian nesting season (March 1 to October 1)</p>	<p>El Dorado County Development Services Department- Planning Services; California Department of Fish and Game</p>		
<p>MM BIO-2a: Riparian habitat shall be avoided to the maximum extent feasible. Drainage features at the project site identified as jurisdictional Waters of the U. S., including wetlands, would be filled as a result of the Project and would require authorization of a Section 404 Permit from the United States Army Corps of Engineers (USACE), and a Steam Bed Alteration Agreement shall be obtained from California Department of Fish and Game</p>	<p>Site inspection; Submittal of documentation</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Development Planning Services; California Department of Fish and Game; United</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>(CDFG), as appropriate. Prior to initiation of any ground clearing or other construction activities, the Project applicant shall obtain authorization of a Section 404 Permit from USACE and a CDFG Section 1602 Lake and Streambed Alteration Agreement shall be prepared and approved by both USACE and CDFG. Mitigation required for direct and indirect impacts to all areas under the jurisdiction of federal and state resource agencies shall be carried out in accordance with the conditions of the Section 404 Permit and Lake and Streambed Alteration Agreement.</p>			<p>States Army Corp of Engineers</p>		
<p>MM BIO-2b: As part of the permitting process, mitigation of impacts to jurisdictional Waters of the U.S., including wetlands, shall be identified and implemented, as described below. The acreage shall be replaced or rehabilitated on a "no-net-loss" basis in accordance with United States Army Corps of Engineers (USACE) regulations. Habitat restoration, rehabilitation, and/or replacement shall be at a location and by methods agreeable to USACE. Habitat compensation shall also be in accordance with El Dorado County which has adopted a "no-net-loss" policy under General Plan Policy 7.3.3.2; this policy allows wetland habitat compensation on- or offsite, but at a minimum 1:1 ratio. Also in accordance with General Plan Policy 7.3.3.2, a wetland study and mitigation monitoring program shall be submitted to the County and concerned state and federal agencies (e.g., USACE, California Department of Fish and Game) for review prior to permit approval.</p>	<p>Site inspection; Submittal of documentation</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Development Services Department- Planning Services; United States Army Corp of Engineers</p>		
<p>MM BIO-2c: All grading plans shall include setbacks in accordance with USACE and CDFG requirements for preserved seasonal and perennial drainages. Measures to minimize erosion and runoff into seasonal and perennial drainages that are preserved shall also be included in all grading plans. Appropriate runoff controls such as berms, storm gates, detention</p>	<p>Approval of grading plans</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Development Services Department- Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation and the potential discharge of pollutants into preserved drainages.					
MM BIO-3a: Prior to the approval of the Final Development Plan, the applicant shall provide a final grading plan to El Dorado County. The final grading plan shall indicate the size and location of all onsite oak trees and will indicate which trees are to be removed or retained as a part of the Project. Approval of the Final Development Plan and issuance of grading permits shall not occur unless the County has adopted an onsite oak tree mitigation program that fully complies with General Plan Policies 7.4.4.4 and 7.4.2.8 and the applicant has submitted a project-specific oak tree mitigation plan which the County finds fully compliant with the adopted onsite oak tree mitigation program. Should the County fail to adopt an onsite oak tree mitigation program, the project must be redesigned to allow for onsite retention. This redesign shall be subject to subsequent environmental review.	Approval of grading plans; Submittal of documentation	Prior to issuance of grading permits	El Dorado County Development Services Department- Planning Services		
MM BIO-3b: Any oak trees on the project site that are not removed, and any oak trees on adjacent properties that are within 200 feet of grading activity shall be protectively fenced 5 feet beyond the dripline and root zone of each tree (as determined by a certified arborist). This fence, which is meant to prevent activities that result in soil compaction beneath the canopy or over the root zone, shall be maintained until all construction activities are complete. No grading, trenching, or movement of construction equipment shall be allowed to occur within fenced areas. Protection for oak trees on slopes and hillsides will include installation of a silt fence. A silt fence shall be installed at the upslope base of the protective fence to prevent any soil drifting down over the root zone.	Site inspection	Prior to ground disturbance	El Dorado County Development Services Department- Planning Services		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<p>MM BIO-3c: To ensure that proposed onsite replacement trees survive, a mitigation monitoring plan, including provisions for necessary replacement of trees, shall be incorporated into the preservation and replacement plan. Detailed performance standards shall be included to ensure that an 80 percent survival rate is achieved over a 5-year period. Annual reports identifying planting success and monitoring efforts shall be submitted to El Dorado County Planning Services and California Department of Fish and Game. During monitoring, the following information shall be evaluated: average tree height, percent of tree cover, tree density, percent of woody shrub cover, seedling recruitment, and invasion by non-native species. Temporary irrigation equipment shall be installed to facilitate sapling survival during the first several years of growth. During the revegetation process, tree survival will be maximized by using deer screens or other maintenance measures as recommended by a certified arborist.</p>	<p>Submittal of documentation; approval of preservation and replacement plan</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Development Services Department- Planning Services; California Department of Fish and Game</p>		
<p><i>Offsite Improvements</i></p> <p>MM BIO-1: If grading or tree removal is proposed during the avian nesting season (March 1 to October 1), a focused survey for nesting migratory birds shall be conducted by a qualified biologist to identify active nests on the project study area. The survey will be conducted no less than 14 days and no more than 30 days prior to the beginning of grading or tree removal. The results of the survey will be summarized in a written report prior to the beginning of grading. If nesting birds are found during the focused survey, no grading or tree removal will occur within 250 feet of an active nest (500 feet for raptors) until the young have fledged (as determined by a qualified biologist) or until the Project applicant receives written authorization from California Department of Fish and Game (CDFG) to proceed. Construction activity may occur within the 250-foot buffer area at the discretion of the monitoring biologist. If nest trees are</p>	<p>Site inspection; Submittal of documentation</p>	<p>If ground clearing or vegetation removal activities occur during the avian nesting season (March 1 to October 1)</p>	<p>El Dorado County Development Services Department- Planning Services; California Department of Fish and Game</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>unavoidable, they shall be removed during the non-breeding season. If nesting white-tailed kites are found during the focused survey, no grading or tree removal will occur within 500 feet of an active nest until the young have fledged (as determined by a qualified biologist) and the Project applicant receives written authorization from CDFG to proceed. If nest trees are unavoidable, they shall be removed only during the non-breeding season.</p>					
<p>MM BIO-3a: Prior to the approval of the Final Development Plan, the applicant shall provide a final grading plan to El Dorado County. The final grading plan shall indicate the size and location of all offsite oak trees and will indicate which trees are to be removed or retained as a part of the Project. Approval of the Final Development Plan and issuance of grading permits shall not occur unless the County has adopted an offsite oak tree mitigation program that fully complies with General Plan Policies 7.4.4.4 and 7.4.2.8 and the applicant has submitted a project-specific oak tree mitigation plan which the County finds fully compliant with the adopted offsite oak tree mitigation program. Should the County fail to adopt an offsite oak tree mitigation program, the project must be redesigned to allow for offsite retention. This redesign shall be subject to subsequent environmental review.</p>	<p>Approval of grading plans; Submittal of documentation</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Development Services Department- Planning Services</p>		
<p>MM BIO-3b: Any oak trees that are not removed, and any oak trees on adjacent properties that are within 200 feet of grading activity shall be protectively fenced 5 feet beyond the dripline and root zone of each tree (as determined by a certified arborist). This fence, which is meant to prevent activities that result in soil compaction beneath the canopy or over the root zone, shall be maintained until all construction activities are complete. No grading, trenching, or movement of construction equipment shall be allowed to occur within fenced areas. Protection for oak trees</p>	<p>Site inspection</p>	<p>Prior to ground disturbance</p>	<p>El Dorado County Development Services Department- Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<p>on slopes and hillsides will include installation of a silt fence. A silt fence shall be installed at the upslope base of the protective fence to prevent any soil drifting down over the root zone.</p> <p>MM BIO-3c: To ensure that proposed replacement trees survive, a mitigation monitoring plan, including provisions for necessary replacement of trees, shall be incorporated into the preservation and replacement plan. Detailed performance standards shall be included to ensure that an 80 percent survival rate is achieved over a 5-year period. Annual reports identifying planting success and monitoring efforts shall be submitted to El Dorado County Planning Services and California Department of Fish and Game. During monitoring, the following information shall be evaluated: average tree height, percent of tree cover, tree density, percent of woody shrub cover, seedling recruitment, and invasion by non-native species. Temporary irrigation equipment shall be installed to facilitate sapling survival during the first several years of growth. During the revegetation process, tree survival will be maximized by using deer screens or other maintenance measures as recommended by a certified arborist.</p>	<p>Submittal of documentation; approval of preservation and replacement plan</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Development Services Department- Planning Services; California Department of Fish and Game</p>		
<p>4. Cultural Resources</p>					
<p><i>Onsite Improvements</i></p>					
<p>MM CUL-1: If a potentially significant cultural resource is encountered during subsurface earthwork activities for the Project, all construction activities within a 100-foot radius of the find shall cease until a qualified archaeologist determines whether the resource requires further study. El Dorado County shall require the Project applicant to include a standard inadvertent discovery clause in every construction contract and inform contractors of this requirement. Any previously undiscovered resources found during construction shall be recorded and the State Historic Preservation Officer and Indian</p>	<p>Site inspection; Submittal of documentation</p>	<p>During subsurface excavation activities</p>	<p>El Dorado County Development Services Department- Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<p>tribes with concerns about the property, and the Advisory Council on Historic Preservation will be notified within 48 hours in compliance with 36 CFR 800.13(b)(3). Potential resources will be evaluated for significance in terms of California Environmental Quality Act criteria by a qualified archaeologist. Potentially significant cultural resources consist of but are not limited to stone, bone, glass, ceramic, wood, or shell artifacts; fossils; or features including hearths, structural remains, or historic dumpsites. If the resource is determined significant under CEQA, the qualified archaeologist shall prepare and implement a research design and archaeological data recovery plan that will capture those categories of data for which the site is significant. The archaeologist shall also perform appropriate technical analysis, prepare a comprehensive report and file it with the appropriate Information Center, and provide for the permanent curation of the recovered materials. Construction activities within the 100-foot radius may continue once all appropriate recovery measures have been completed.</p>	<p>Site inspection; Submittal of documentation</p>	<p>During construction activities</p>	<p>El Dorado County Development Services Department- Planning Services</p>		
<p>MM CUL-4: If human remains are encountered during earth-disturbing activities for the Project, all work in the adjacent area shall stop immediately and the El Dorado County Coroner's office shall be notified. If the remains are determined to be Native American in origin, the Native American Heritage Commission shall be notified and will identify the Most Likely Descendent, who will be consulted for recommendations for treatment of the discovered remains.</p>					

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p><i>Offsite Improvements</i></p> <p>MM CUL-1: If a potentially significant cultural resource is encountered during subsurface earthwork activities for the Project, all construction activities within a 100-foot radius of the find shall cease until a qualified archaeologist determines whether the resource requires further study. El Dorado County shall require the Project applicant to include a standard inadvertent discovery clause in every construction contract and inform contractors of this requirement. Any previously undiscovered resources found during construction shall be recorded and the State Historic Preservation Officer and Indian tribes with concerns about the property, and the Advisory Council on Historic Preservation will be notified within 48 hours in compliance with 36 CFR.800.13(b)(3). Potential resources will be evaluated for significance in terms of California Environmental Quality Act criteria by a qualified archaeologist. Potentially significant cultural resources consist of but are not limited to stone, bone, glass, ceramic, wood, or shell artifacts; fossils; or features including hearths, structural remains, or historic dumpsites. If the resource is determined significant under CEQA, the qualified archaeologist shall prepare and implement a research design and archaeological data recovery plan that will capture those categories of data for which the site is significant. The archaeologist shall also perform appropriate technical analysis, prepare a comprehensive report and file it with the appropriate Information Center, and provide for the permanent curation of the recovered materials. Construction activities within the 100-foot radius may continue once all appropriate recovery measures have been completed.</p>	<p>Site inspection; Submittal of documentation</p>	<p>During subsurface excavation activities</p>	<p>El Dorado County Development Services Department- Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<p>MM CUL-4: If human remains are encountered during earth-disturbing activities for the Project, all work in the adjacent area shall stop immediately and the El Dorado County Coroner's office shall be notified. If the remains are determined to be Native American in origin, the Native American Heritage Commission shall be notified and will identify the Most Likely Descendent, who will be consulted for recommendations for treatment of the discovered remains.</p>	<p>Site inspection; Submittal of documentation</p>	<p>During construction activities</p>	<p>El Dorado County Development Services Department-Planning Services</p>		
<p>5. Geology, Soils, and Seismicity</p>					
<p>MM GEO-6a: Prior to issuance of a building permit, the County Building Official shall ensure that the construction drawings contain the following measures:</p> <p>a). Type V cement, and a minimum water/cement ratio of 0.50 and minimum compressive strength of 4,000 psi in accordance with current CBC and industry standards shall be used in the construction of the Project.</p> <p>b). Plastic pipes or other non-ferrous conduits shall be utilized for all underground utilities installed on the project site.</p> <p>Any plans submitted by the Project applicant in support of a building permit shall specifically note the requirements of this mitigation measure.</p>	<p>Approval of plans</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Development Services Department-Building Services</p>		
<p>MM GEO-6b: The grading plans for each grading permit shall reflect conformance with the recommendations included in the Geotechnical Engineering Study on the proposed project site prepared by Youngdahl Consulting Group, Inc., titled "Geotechnical Engineering Study for Diamond Dorado Commercial Center Hwy 49 and (Future) Diamond Springs Pkwy, Placerville, California" (included in Appendix G of this EIR). Design, grading, and construction shall be performed in accordance with the requirements of the California Building Code applicable at the time of grading, appropriate local grading</p>	<p>Approval of plans</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Development Services Department-Building Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>regulations, and the recommendations of the Project's geotechnical consultant as summarized in the Geotechnical Engineering Study.</p>					
<p>6. Hazards and Hazardous Materials</p> <p>MM HAZ-3a: Caltrans standard special provisions for removal of the existing yellow thermoplastic and yellow paint used for pavement markings throughout the project area shall be implemented, and disposal of these materials will occur at a Class 1 disposal facility in accordance with Department of Toxic Substance Control's hazardous materials laws and regulations. All work shall be conducted in accordance with applicable construction worker health and safety requirements, including CalOSHA Construction Safety Orders for lead (Title 8 CCR Section 1532.1). These requirements may include air monitoring during construction, worker training, and preparation of a Lead Compliance Plan prior to construction.</p>	<p>Site inspection; Submittal of documentation</p>	<p>During construction</p>	<p>El Dorado County Environmental Management Department-Hazardous Materials Division</p>		
<p>MM HAZ-3b: A preliminary site investigation will be conducted prior to construction to identify levels of aerially deposited lead (ADL) in soils within 30 feet of SR-49 that are to be disturbed during project construction. Soil samples shall be tested prior to construction for total and/or soluble lead to properly classify the soils and ensure that all necessary soil management and disposal procedures are followed.</p> <p>If ADL is encountered, the Project applicant or its contractor will prepare a Lead Compliance Plan in compliance with Title 8, California Code of Regulations, Section 1532.1 "Lead." The Plan will include monitoring, and average ADL concentrations shall not exceed 1.5 microgram per cubic meter of air per day. If concentrations exceed this level, the contractor shall stop work and modify the work to prevent release of ADL. The Plan will also include safety training for construction personnel. Excavation,</p>	<p>Site inspection; Submittal of documentation</p>	<p>Prior to and during construction</p>	<p>El Dorado County Environmental Management Department-Hazardous Materials Division</p>		

Exhibit 4

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
reuse, and disposal of material with ADL shall be in conformance with all rules and regulations of responsible federal and State agencies.					
MM HAZ-3c: Prior to the start of project activities, the Project applicant will contact PG&E to determine the presence or absence of potentially polychlorinated biphenyls (PCB)-containing transformers within the project site. If PCB-containing transformers are located on the Project and require disturbance or removal, the Project applicant will adhere to PG&E's standard handling procedures that include safety measures to contain PCBs substances and implement proper disposal.	Site inspection; Submittal of documentation	Prior to and during construction	El Dorado County Environmental Management Department-Hazardous Materials Division		
MM HAZ-3d: A Registered Environmental Assessor (REA) that is certified by the California Department of Toxic Substances Control shall provide onsite monitoring of construction activities for parcels formerly part of the Diamond Lime Plant (APNs 051-250-51 and 54) to observe for the potential indication of hazardous materials releases, disposal areas or contaminated soils. If the REA identifies environmental conditions that require remediation or require further investigation, construction activities shall cease to allow the Project applicant to prepare and submit a site remediation permit application and draft work plan to the El Dorado County Department of Environmental Management. To document the implementation of the prescribed mitigation measure, the contracted REA must provide a memorandum of observations to the El Dorado County Department of Environmental Management.	Site inspection; Submittal of documentation	During construction	El Dorado County Environmental Management Department-Hazardous Materials Division		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>MIM HAZ-6: The detention basin constructed as a part of the Diamond Dorado Retail Center shall be designed to protect the safety of any persons coming in contact with the system, including but not limited to avoidance of slopes greater than 3:1, protected outlet structures, safety fencing, and appropriate signage. Fencing shall also be constructed along the unnamed drainage bordering the project site to limit any potential for people to suffer a significant risk of loss, injury, or death resulting from accidental drowning.</p>	<p>Approval of grading and site plans; Site inspection</p>	<p>Prior to and after construction</p>	<p>El Dorado County Department of Transportation</p>		
<p>7. Hydrology and Water Quality</p>					
<p><i>Onsite Improvements</i></p>					
<p>MM HYD-1: Prior to the issuance of grading permits for the Project, the applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the County of El Dorado Department of Transportation that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities. The SWPPP shall identify a practical sequence for site restoration, BMP implementation, contingency measures, responsible parties, and agency contacts. The SWPPP shall include but not be limited to the following elements:</p> <ul style="list-style-type: none"> • Temporary erosion control measures shall be employed for disturbed areas. • No disturbed surfaces will be left without erosion control measures in place during the winter and spring months. • Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures. • The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate or reduce discharge of materials to storm drains. 	<p>Submittal of documentation</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Department of Transportation</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<ul style="list-style-type: none"> BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure. Testing for increased stormwater pH levels as a result of contact with onsite lime deposits. In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season. 					
<p><i>Offsite Improvements</i></p>					
<p>MM HYD-1: Prior to the issuance of grading permits for the Project, the applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the County of El Dorado Department of Transportation that identifies specific actions and Best Management Practices (BMPs) to prevent stormwater pollution during construction activities. The SWPPP shall identify a practical sequence for site restoration, BMP implementation, contingency measures, responsible parties, and agency contacts. The SWPPP shall include but not be limited to the following elements:</p> <ul style="list-style-type: none"> Temporary erosion control measures shall be employed for disturbed areas. No disturbed surfaces will be left without erosion control measures in place during the winter and spring months. Sediment shall be retained onsite by a system of sediment 	<p>Submittal of documentation</p>	<p>Prior to issuance of grading permits</p>	<p>El Dorado County Department of Transportation</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>basins, traps, or other appropriate measures.</p> <ul style="list-style-type: none"> The construction contractor shall prepare Standard Operating Procedures for the handling of hazardous materials on the construction site to eliminate or reduce discharge of materials to storm drains. BMP performance and effectiveness shall be determined either by visual means where applicable (e.g., observation of above-normal sediment release), or by actual water sampling in cases where verification of contaminant reduction or elimination (such as inadvertent petroleum release) is required by the Central Valley Regional Water Quality Control Board to determine adequacy of the measure. Testing for increased stormwater pH levels as a result of contact with onsite lime deposits. In the event of significant construction delays or delays in final landscape installation, native grasses or other appropriate vegetative cover shall be established on the construction site as soon as possible after disturbance, as an interim erosion control measure throughout the wet season. 					
<p>9. Noise</p> <p><i>Onsite Improvements</i></p>					
<p>MM NOI-4a: Prior to start of construction the Project applicant shall retain a qualified noise consultant to design an appropriate temporary noise barrier to be constructed along the northern property line of APN 054-341-04 that is shared with the Project applicant's adjoining property. The temporary noise barrier shall remain in place until all construction activities have been completed. The design shall be submitted to El Dorado County Planning Services for review and shall be implemented by the Project applicant or its contractors. Within the first week of the start of project construction, noise monitoring shall be conducted</p>	<p>Notes on construction plans; Site inspection; Submittal of documentation</p>	<p>Prior to and during construction</p>	<p>El Dorado County Development Services Department- Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<p>by a qualified noise consultant to determine if the temporary noise barrier is providing appropriate noise attenuation. If the appropriate level of noise attenuation is not being provided by the temporary noise barrier, it shall be revised and/or augmented to achieve the required noise attenuation as recommended by the qualified noise consultant. This temporary barrier shall remain in place until all construction activities have been completed or until a qualified noise consultant indicates that any possible further construction activities would not result in noise levels exceeding standards as outlined by El Dorado County.</p>					
<p><i>Offsite Improvements</i></p>					
<p>MM NOI-4b: Prior to start of construction the for each roadway improvement section, Project applicant shall retain a qualified noise consultant to review proposed construction activity, the location of the nearest sensitive receptor, and design an appropriate temporary noise barrier for each roadway improvement section that would exceed El Dorado County's maximum allowable construction noise exposure-community residential receivers criteria. The design of each measure shall be submitted to El Dorado County Planning Services for review and shall be implemented by the Project applicant or its contractors. Within in the first week of the start of project construction, noise monitoring shall be conducted by a qualified noise consultant to determine if temporary noise barriers are providing appropriate noise attenuation. If the appropriate level of noise attenuation is not being provided by the temporary noise barriers, they shall be revised and/or augmented to achieve the required noise attenuation as recommended by the qualified noise consultant.</p>	<p>Notes on construction plans; Site inspection; Submittal of documentation</p>	<p>Prior to and during construction</p>	<p>El Dorado County Development Services Department - Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>10. Public Services and Utilities</p> <p>MM PSU-1a: Prior to the approval of the Improvement Plan for the project site, the Project applicant shall submit to El Dorado Irrigation District a Facility Report Plan that shall address the expansion of waterlines and the specific fire flow requirements. The approved Facility Report Plan shall be incorporated into the Project's site plans.</p> <p>MM PSU-1b: Prior to building permit issuance, the Project applicant shall submit to El Dorado-Diamond Springs Fire District a final site plan for review and approval of appropriate emergency access and building materials as required by the Uniform Fire Code and the El Dorado County General Plan Public Health, Safety and Noise Element. Any revisions provided by El Dorado-Diamond Springs Fire District shall be incorporated into the Proposed Project.</p> <p>MM PSU-2: Prior to full operation of the first retailer located within the Diamond Dorado Retail Center, onsite security patrol shall be established. The security patrol shall monitor and patrol the DDRC's stores and parking areas commensurate with the hours of operation of the business with the longest hours of operation. The security patrol shall act as the first line of defense against criminal activity and nuisances and resolve minor incidents as allowable by law.</p> <p>MM PSU-3a: Prior to issuance of building permits, the Project applicant shall submit final landscaping plans in accordance with the plans submitted as part of the project application to El Dorado County for review and approval. The final landscaping plans shall be in accordance with the Model Landscape and Water Conservation Standards and include the following outdoor irrigation water conservation measures:</p>	<p>Submittal of documentation</p> <p>Submittal of documentation; Approval of site plan</p> <p>Submittal of documentation</p> <p>Approval of plans</p>	<p>Prior to approval of Improvement Plan</p> <p>Prior to issuance of building permits</p> <p>Prior to first business operating day</p> <p>Prior to issuance of building permits</p>	<p>El Dorado County Development Services Department-Planning Services</p> <p>El Dorado County Development Services Department-Planning Services; El Dorado-Diamond Springs Fire District</p> <p>El Dorado County Development Services Department-Planning Services; El Dorado County Sheriff's Department</p> <p>El Dorado County Development Services Department-Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<ul style="list-style-type: none"> • Separate metering of irrigation water • Drought-resistant vegetation • Irrigation systems employing at least four of the following features: <ul style="list-style-type: none"> - Drip irrigation - Low-precipitation-rate sprinklers - Bubblers/soaker systems - Programmable irrigation controllers with automatic rain shutoff sensors - Matched-precipitation-rate nozzles that maximize the uniformity of the water distribution characteristics of the irrigation system - Conservative sprinkler spacings that minimize overspray onto paved surfaces - Hydrozones that keep plants with similar water needs in the same irrigation zone • Minimally or gently sloped landscaped areas to minimize runoff and maximize infiltration • Organic topdressing mulch in non-turf areas to decrease evaporation and increase water retention 	<p>Approval of plans</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Development Services Department-Planning Services</p>		
<p>MM PSU-3b: Prior to issuance of building permits, the Project applicant shall submit final building plans to El Dorado County for review and approval that identify the following indoor water conservation measures:</p> <ul style="list-style-type: none"> • Separate metering of domestic water • Low-flow or ultra-low-flow toilets and urinals • Faucet aerators or low-flow faucets in bathrooms 	<p>Approval of plans</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Development Services Department-Planning Services</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<p>MM PSU-6a: Prior to issuance of building permits, the Project applicant shall retain a qualified contractor to perform construction and demolition debris recycling. The contractor shall be approved by El Dorado County. The Project applicant shall provide documentation to the satisfaction of El Dorado County Ordinance Code Chapter 8.43, demonstrating that construction and demolition debris has been recycled.</p>	<p>Submittal of documentation</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Development Services Department-Planning Services</p>		
<p>MM PSU-6b: Prior to issuance of the final certificate of occupancy, the Project applicant shall install onsite facilities necessary to collect and store recyclable materials and green waste. Recycling collection facilities located in public spaces shall be of high-quality design and provide signage indicating accepted materials. All onsite recycling and green waste storage facilities shall be screened from public view.</p>	<p>Site inspection</p>	<p>Prior to issuance of final certificate of occupancy</p>	<p>El Dorado County Development Services Department-Planning Services</p>		
<p>11. Transportation</p> <p><i>Onsite Improvements</i></p>					
<p>MM TRANS-1a: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County, pursuant to General Plan Policy TC-Xg and TC-Xf, and upon approval from Caltrans, shall be responsible for the addition of an eastbound left-turn lane from Pleasant Valley Road (SR-49) onto Forni Road, left- and right-turn pockets on Forni Road onto Pleasant Valley Road (SR-49), and a traffic signal control at the intersection of Pleasant Valley Road (SR-49) and Forni Road. The intersection shall be coordinated with the proposed signalized Pleasant Valley Road (SR-49) and SR-49 (South) intersection. The improvements shall be completed to the satisfaction of the El Dorado County Department of Transportation and Caltrans in one of the following ways:</p>	<p>Completion of improvements or receipt of fees</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Verification of Completion Initial
<ul style="list-style-type: none"> Construct the needed road improvements simultaneously and in conjunction with MM TRANS-5f improvements; If the needed improvements are not yet constructed, and should the County include the needed improvements for the Project within a 20-year Capital Improvement Program project, payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the needed mitigation improvements; or, If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. 					
<p>MM TRANS-1b: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County General Plan Policy TC-Xg, shall be responsible for the addition of a westbound left-turn lane and traffic signal control at the intersection of Pleasant Valley Road (SR-49) and Patterson Road. The applicant, at the discretion of El Dorado County, shall be responsible for the improvements in one of the following ways:</p> <ul style="list-style-type: none"> Construct the needed improvements and enter into a reimbursement agreement with El Dorado County; If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. 	<p>Completion of improvements or receipt of fees</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		
<p>MM TRANS-1c: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County General Plan Policy TC-Xg, shall be responsible for the addition of a</p>	<p>Completion of improvements or receipt of fees</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>traffic signal at the intersection of Pleasant Valley Road (SR-49) and SR-49 (South). The traffic signal shall be coordinated with the proposed signalized Pleasant Valley Road (SR-49) and Formi Road intersection. The improvements shall be completed to the satisfaction of the El Dorado County Department of Transportation and Caltrans in one of the following ways:</p> <ul style="list-style-type: none"> • Construct the needed improvements; • If the needed improvements are not yet constructed, and should the County include the needed improvements for the Project within a 20-year Capital Improvement Program project, payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the needed mitigation improvements; or, • If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. 					
<p>MM TRANS-1d: Prior to the issuance of building permits, the Project applicant shall be responsible for upgrading Diamond Road (SR-49) between Diamond Springs Parkway and Lime Kiln Road to a four-lane multilane highway. The improvements shall be completed to the satisfaction of the El Dorado County Department of Transportation and Caltrans.</p>	Completion of improvements	Prior to issuance of building permits	El Dorado County Department of Transportation		
<p>MM TRANS-1e: Prior to the issuance of building permits, the Project applicant shall be responsible for upgrading Diamond Springs Parkway between Missouri Flat Road and Throwita Way to a four-lane divided arterial and shall enter into a reimbursement agreement with El Dorado County for the improvements as applicable. The improvements shall be completed to the satisfaction of the El Dorado County</p>	Completion of improvements	Prior to issuance of building permits	El Dorado County Department of Transportation		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion Date	Initial
<p>Department of Transportation.</p> <p>MM TRANS-3a: Prior to the issuance of building permits, the County, in coordination with Caltrans, shall determine the available traffic capacity at the Missouri Flat Road/Highway 50 Interchange.</p> <p>If the County, in coordination with Caltrans, determine that there is adequate traffic capacity available at the Missouri Flat Road/Highway 50 Interchange for the Project, then issuance of building permits by the County may proceed. The amount of square footage permitted to be constructed per building permit shall not result in an exceedance of the identified available capacity. Payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the Project's cumulative effects.</p> <p>If there is not adequate traffic capacity at the Missouri Flat Road/Highway 50 Interchange for the Project, then building permits will not be issued until the County, in coordination with Caltrans, awards the construction contract for the necessary additional traffic capacity for Missouri Flat Road/Highway 50 Interchange improvements. The implementation date for the necessary additional traffic capacity improvements with the subsequent issuance of building permits shall be determined at the sole discretion of the County.</p> <p>The amount of square footage permitted to be constructed per building permit shall not result in an exceedance of the identified additional capacity implemented improvements. Payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the additional traffic capacity mitigation improvements.</p> <p>The Missouri Flat/Highway 50 Interchange consists of the following intersections that are impacted by the Project:</p>	<p>Completion of improvements</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<ul style="list-style-type: none"> Missouri Flat Road/Plaza Drive Missouri Flat Road/US-50 Westbound Ramps Missouri Flat Road/US-50 Eastbound Ramps Missouri Flat Road/Mother Load Drive. 					
<p>MM TRANS-3b: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County General Plan Policy TC-Xg, shall be responsible for the addition of a southbound through lane at the intersection Missouri Flat Road and Forni Road. The improvements shall be completed to the satisfaction of the El Dorado County Department of Transportation in one of the following ways:</p> <ul style="list-style-type: none"> Construct the needed improvements; If the needed improvements are not yet constructed, and should the County include the needed improvements for the Project within a 20-year Capital Improvement Program project, payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the needed mitigation improvements; or If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. 	Completion of improvements or receipt of fees	Prior to issuance of building permits	El Dorado County Department of Transportation		
<p>MM TRANS-3e: Prior to the issuance of building permits, and upon approval from Caltrans, the Project applicant, at the discretion of El Dorado County General Plan Policy TC-Xg, shall be responsible for the addition of a northbound right-turn lane and traffic signal control at the intersection of Pleasant Valley Road (SR-49) and SR-49 (South). The traffic signal shall be coordinated with the signalized Pleasant Valley Road (SR-49)</p>	Completion of improvements or receipt of fees	Prior to issuance of building permits	El Dorado County Department of Transportation		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>and Formi Road intersection. The improvements shall be completed to the satisfaction of the El Dorado County Department of Transportation and Caltrans in one of the following ways:</p> <ul style="list-style-type: none"> • Construct the needed improvements; • If the needed improvements are not yet constructed, and should the County include the needed improvements for the Project within a 20-year Capital Improvement Program project, payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the needed mitigation improvements; or • If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. 					
<p>MM TRANS-3f: Prior to the issuance of building permits, the Project applicant shall pay Traffic Impact Fees to El Dorado County, which constitute their fair-share fees for the Project mitigation improvements for the conversion of the westbound right-turn lane to a free-right turn lane at the intersection of Ponderosa Road and US-50 Eastbound Ramps. The Project mitigation measure is part of the County U.S. 50/Ponderosa/So. Shingle Rd. Interchange Capital Improvement Program Project (CIP#71333).</p>	<p>Completion of improvements or receipt of fees</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		
<p>MM TRANS-3g: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County General Plan Policy TC-Xg, shall be responsible for the addition of a westbound right-turn lane at the intersection of Missouri Flat Road and China Garden Road. The improvements shall be completed to the satisfaction of the El Dorado County</p>	<p>Completion of improvements or receipt of fees</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Department of Transportation in one of the following ways:</p> <ul style="list-style-type: none"> • Construct the needed improvements; • If the needed improvements are not yet constructed, and should the County include the needed improvements for the Project within a 20-year Capital Improvement Program project, payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the needed mitigation improvements; or • If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. 	Completion of improvements or receipt of fees	Prior to issuance of building permits	El Dorado County Department of Transportation		
<p>MM TRANS-3h: Prior to the issuance of building permits, the Project applicant shall provide an updated Traffic Impact Report for the segment of Diamond Road (SR-49) between Lime Kiln Road and Pleasant Valley Road/(SR-49). The Traffic Impact Report shall include the consideration of any improvements made to this roadway segment by the County (such as implementation of Phase I of the Diamond Springs Parkway Project, which would include the two-lane upgrade to Diamond Road (SR-49) with Pleasant Valley Road/SR-49 intersection improvements); any additionally approved development projects that would affect traffic levels on this roadway segment; any additional traffic/safety related capital improvements in the traffic impact area constructed by the County; and, updated Level of Service (LOS) and intersection queuing data that are in place at the time the issuance of building permits are sought. Based on the conclusions of the updated Traffic Impact Analysis, the Project applicant shall implement improvements to this segment of Diamond Road (SR-49) between Lime Kiln Road and Pleasant Valley Road/(SR-49) to the satisfaction of the El Dorado County Department of Transportation and Caltrans under one of the</p>					

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>following two scenarios.</p> <p>Scenario One:</p> <p>If the updated Traffic Impact Analysis concludes that the Project would not result in significant LOS and queuing impacts to the segment of Diamond Road (SR-49) between Lime Kiln Road and Pleasant Valley Road/(SR-49), then the Project applicant shall do one of the following based on existing conditions and the approval of El Dorado County Department of Transportation and Caltrans:</p> <ul style="list-style-type: none"> • If Phase I of the Diamond Springs Parkway, Diamond Road (SR-49) portion is not constructed by the County, then the Project applicant shall design and construct the Diamond Road (SR-49) portion of Phase I, enter into a reimbursement agreement with the County, obtain a Caltrans-approved improvement agreement, and pay equitable traffic impact fees, which represent their fair-share for cumulative effects pursuant to the Caltrans document entitled "Guide for the Preparation of Traffic Impact Studies." • If Phase I of the Diamond Springs Parkway has been constructed by the County, the applicant shall pay their equitable traffic impact fees, which represent their fair-share for cumulative effects pursuant to the Caltrans fee calculations within the document entitled "Guide for the Preparation of Traffic Impact Studies." <p>Scenario Two:</p> <p>If the updated Traffic Impact Analysis concludes that the Project would result in significant LOS and queuing impacts to the segment of Diamond Road (SR-49) between Lime Kiln Road and Pleasant Valley Road/(SR-49), then the Project applicant shall do one of the following based on existing conditions and the approval of El Dorado County Department of Transportation and Caltrans:</p> <ul style="list-style-type: none"> • If Phase I of the Diamond Springs Parkway, Diamond Road (SR-49) portion is not constructed by the County, the Project 					

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>applicant shall design and construct the Diamond Road (SR-49) portion of both Phase I (2-lanes) and Phase II (4-lanes), shall enter into a reimbursement agreement with the County only for Phase I, and obtain a Caltrans approved improvement agreement.</p> <ul style="list-style-type: none"> If Phase I of the Diamond Springs Parkway, Diamond Road (SR-49) portion has been constructed by the County, the Project applicant shall design and construct the Phase II (4-Lane Diamond Road [SR-49]) portion of the Project and obtain a Caltrans-approved improvement agreement. If Phase I of the Diamond Springs Parkway, Diamond Road (SR-49) portion has been constructed and the Phase II project has been added to the County's 20-year Capital Improvement Program, the Project applicant shall construct the Diamond Road (SR-49) portion of Phase II, enter into a reimbursement agreement with the County, and obtain a Caltrans approved improvement agreement. 	Completion of improvements or receipt of fees	Prior to issuance of building permits	El Dorado County Department of Transportation		
<p>MM TRANS-3j: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County, pursuant to General Play Policy TC-Xg and TC-Xf, and upon approval from Caltrans, shall be responsible for the addition of a 50-foot southbound right-turn lane at the intersection of Pleasant Valley Road (SR-49) and China Garden Road. The improvement shall be completed to the satisfaction of the El Dorado County Department of Transportation and Caltrans in one of the following ways:</p> <ul style="list-style-type: none"> Construct the needed road improvements; If the needed improvements are not yet constructed, and should the County include the needed improvements for the Project within a 20-year Capital Improvement Program project, payment of the Traffic Impact Mitigation fees to El Dorado County will constitute the fair-share fees for the needed mitigation improvements; or, 					

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<ul style="list-style-type: none"> If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. 					
<p>MM TRANS-5b: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County, shall be responsible for the extension of the westbound left-turn lane to a total length of 500 feet and for extension of the dual northbound left-turn lanes to a total length of 440 feet at the intersection of Diamond Springs Parkway and Missouri Flat. The Project applicant, at the discretion of El Dorado County, shall be responsible for the improvements in one of the following ways:</p> <ul style="list-style-type: none"> Construct the needed Project mitigation improvements associated with MM TRANS-5b as non-reimbursable Project obligations; Construct the needed Project mitigation improvements associated with MM TRANS-5b as non-reimbursable Project obligations simultaneously and in conjunction with MM TRANS-1e (County's Diamond Springs Parkway Capital Improvement Program Project #72334); or, The Project applicant may request that the County include the needed Project mitigation improvements associated with MM TRANS-5b as non-reimbursable Project obligations into the Diamond Springs Parkway Capital Improvement Program Project #72334 prior to bid advertisement. Should the County agree with this request, then payment of the Project mitigation cost obligations associated with MM TRANS-5b shall be provided to the County upon demand, which will constitute the fair-share fees for the needed Project mitigation improvements. The fair-share fees for MM TRANS-5b shall be based on the estimated cost of the needed Project mitigation improvements as determined by the County 	<p>Completion of improvements or receipt of fees</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>Engineer.</p> <p>MM TRANS-5c: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County, shall be responsible for the extension of the eastbound left-turn lane to a total length of 240 feet and for extension of the westbound left-turn lane to a total of 375 feet at the intersection of Diamond Springs Parkway and Throwita Way. The Project applicant, at the discretion of El Dorado County, shall be responsible for the improvements in one of the following ways:</p> <ul style="list-style-type: none"> • Construct the needed Project mitigation improvements associated with MM TRANS-5c as non-reimbursable Project obligations; • Construct the needed Project mitigation improvements associated with MM TRANS-5c as non-reimbursable Project obligations simultaneously and in conjunction with MM TRANS-1e and MM TRANS-3i (County's Diamond Springs Parkway Capital Improvement Program Project #72334); or, • The Project applicant may request that the County include the needed Project mitigation improvements associated with MM TRANS-5c as non-reimbursable Project obligations into the Diamond Springs Parkway Capital Improvement Program Project #72334 prior to bid advertisement. Should the County agree with this request, then payment of the Project mitigation cost obligations associated with MM TRANS-5c shall be provided to the County upon demand, which will constitute the fair-share fees for the needed Project mitigation improvements. The fair-share fees for MM TRANS-5c shall be based on the estimated cost of the needed Project mitigation improvements as determined by the County Engineer. <p>MM TRANS-5f: Prior to the issuance of building permits, the Project applicant, at the discretion of El Dorado County, pursuant</p>	<p>Completion of improvements or receipt of fees</p>	<p>Prior to issuance of building permits</p>	<p>El Dorado County Department of Transportation</p>		

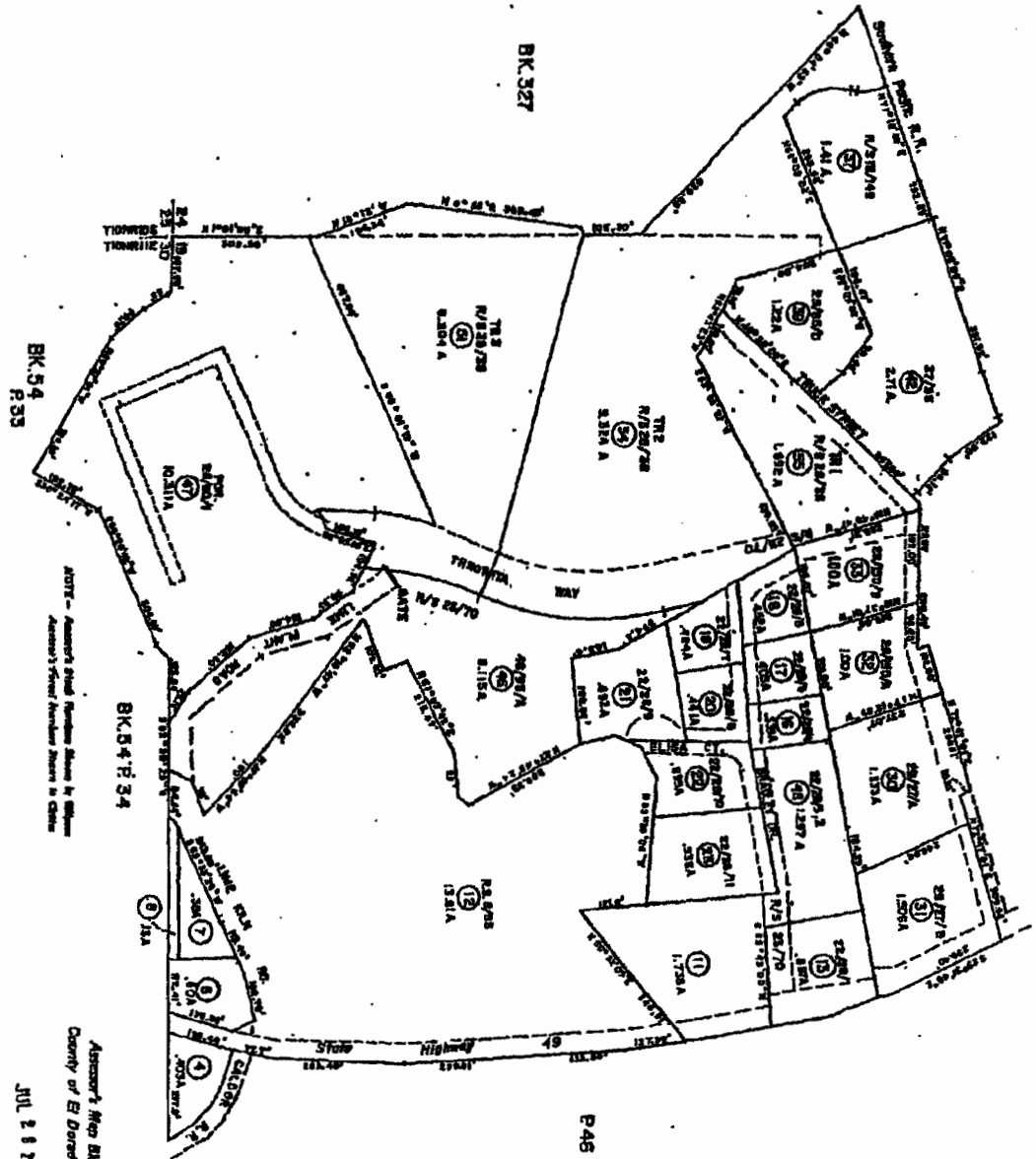
Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>to General Plan Policy TC-Xg and TC-Xf, and upon approval of Caltrans, shall be responsible for the eastern realignment of the Forni Road approach at the Pleasant Valley Road (SR-49)/Forni Road intersection. The realignment shall improve the southbound intersection approach angle and maximize the spacing between the Pleasant Valley Road (SR-49) and Forni Road intersection and the Pleasant Valley Road (SR-49) and SR-49 (South) intersection. The ultimate intersection configuration shall be completed to the satisfaction of the El Dorado County Department of Transportation and Caltrans in one of the following ways:</p> <ul style="list-style-type: none"> • Construct the needed road improvements simultaneously and in conjunction with MM TRANS-1a improvements; • If the needed improvements are not yet constructed, and should the County include the needed improvements for the Project within a 20-year Capital Improvement Program <p>Dorado County will constitute the fair-share fees for the needed mitigation improvements; or,</p> <ul style="list-style-type: none"> • If the needed improvements are already constructed by the El Dorado County Department of Transportation as part of the 20-year Capital Improvement Program, payment of the Traffic Impact Mitigation fees to the County will constitute the fair-share fees for the needed mitigation improvements. <p>MM TRANS-6: Prior to approval of Improvement Plans and in conjunction with the Project's approved traffic study, the Project applicant shall consult with a qualified traffic engineer to identify and implement measures to reduce potential queuing and pedestrian conflicts at the project site's main access points on Throwita Way. The potential measures may include but are not limited to, provision of stop signs for DDRC exit points on Throwita Way, and proper identification of crosswalks. Any measures implemented as a result of this mitigation shall not cause traffic queuing on Throwita Way to back up onto Diamond Springs Parkway. No stop sign shall be allowed on the</p>			Transportation		
	Approval of site plan	Prior to approval of Improvement Plans	El Dorado County Department of Transportation		

Table 1 (cont.): Diamond Dorado Retail Center Project Mitigation Monitoring and Reporting Program

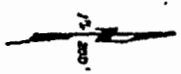
Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
				Date	Initial
<p>southbound leg of Throwita Way prior to the MRF entrance.</p> <p>MM TRANS-9: Prior to issuance of a grading permit, the Project applicant shall submit a Construction Traffic Control Plan to El Dorado County for review and approval. The plan shall identify the timing and routing of all major construction equipment and materials deliveries to avoid potential traffic congestion and delays on the local street network and MRF site access, and to encourage the use of US-50, Missouri Flat Road, and Diamond Springs Parkway. If necessary, construction equipment and materials deliveries shall be limited to off-peak hours (e.g., mornings or evenings) to avoid conflicts with local traffic circulation. The plan shall also identify suitable locations for construction worker parking and materials and equipment storage.</p>	Approval of plan	Prior to issuance of building permits	El Dorado County Department of Transportation		
<p><i>Offsite Improvements</i></p> <p>MM TRANS-9: Prior to issuance of a grading permit, the Project applicant shall submit a Construction Traffic Control Plan to El Dorado County for review and approval. The plan shall identify the timing and routing of all major construction equipment and materials deliveries to avoid potential traffic congestion and delays on the local street network and MRF site access, and to encourage the use of US-50, Missouri Flat Road, and Diamond Springs Parkway. If necessary, construction equipment and materials deliveries shall be limited to off-peak hours (e.g., mornings or evenings) to avoid conflicts with local traffic circulation. The plan shall also identify suitable locations for construction worker parking and materials and equipment storage.</p>	Approval of plan	Prior to issuance of building permits	El Dorado County Department of Transportation		

B FOR SEC. 307, JON R. JOE, M.D.M.



NOTE - Assessor's Small Parcels Shown in Yellow
 Assessor's Small Parcel Number Shown in Circle

Assessor's Map Blk. 51 - Pg. 25
 County of El Dorado, California
 JUL 2 8 1985



DESCRIPTION

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

Portion of the South one-half of Lot 5 of the Southwest quarter of Section 19, Township 10 North, Range 11 East, M.D.B.&M., described as follows:

BEGINNING at the most Westerly corner of Parcel B as said Parcel B is shown on the Parcel Map filed for record September 18, 1979 in Book 25 of Parcel Map at Page 46, Records El Dorado County; thence on and along the Westerly boundaries of Parcels B, C and D, South 7° 44' 47" East, 137.99 feet; South 1° 39' 22" East 153.59 feet; South 1° 46' 02" East 299.91 feet; South 3° 04' 33" West, 283.48 feet; and South 12° 32' 14" West 77.70 feet to the most Westerly corner of said Parcel D; thence on and along the Northwesterly boundary of the parcel described in the deed to Milo Joe Martinovich, et ux, recorded February 2, 1945 in Book 214 Page 180 Official Records, South 17° 55' 14" West, 133.44 feet to the South line of said Section 19; thence on and along said South section line South 89° 50' 25" West 43.15 feet to the Southeast corner of the parcel described in the Deed to Frank DeBenning, et ux, recorded October 17, 1974 in Book 1290 Page 628 of Official Records, thence on and along the exterior boundaries of said DeBenning parcel, North 17° 49' 25" East, 136.64 feet; North 26° 09' 35" West 52.12 feet; South 76° 30' 25" West 102.70 feet; and South 66° 38' 25" West 34 feet to the Northwest corner of said DeBenning parcel; thence on and along the exterior boundary lines of the parcel described in the Deed to Gary E. Wakefield recorded February 23, 1978 in Book 1601 at Page 34 of Official Records South 66° 38' 25" West 79.49 feet; thence South 65° 53' 25" West 243.83 feet, and thence South 35° 53' 00" West 11.67 feet to the Southwest corner of said Wakefield parcel located on said South line of Section 19; thence on and along said South Section line South 89° 50' 25" West 84.14 feet; thence leaving said Section line North 31° 49' 59" East 55.82 feet to a point on the Southerly boundary line of the Parcel described as Parcel No. 2 of the Quitclaim Deed by Laurance Abel, et ux, to Basic Minerals Inc., recorded February 25, 1980 in Book 1853 Page 569 Official Records; thence on and along the exterior boundary line of said Parcel No. 2, North 69° 38' 06" East 73 feet; North 47° 09' 54" West 180 feet; and North 52° 10' 47" West 336.62 feet to the Northeast corner of said Parcel No. 2; said Northeast corner being on an exterior boundary line of the Parcel described as Parcel No. 1 in the Deed by Basic Minerals Inc. to Maxim Development Co., recorded February 26, 1980 in Book 1853 Page 591 Official Records; thence on and along the exterior boundary lines of said Parcel No. 1, North 65° 43' 06" East 109.92 feet; North 17° 52' 00" West 41 feet; North 61° 07' 42" East 215.67 feet; North 84° 22' 56" East 99 feet; North 37° 22' 56" East 35 feet, and North 27° 48' 24" West 258.33 feet to the Southeast corner of Parcel 9 as said Parcel 9 is delineated on the Parcel Map filed for record on November 5, 1978 in Book 22 of Parcel Maps at Page 28, Records of El Dorado County, thence on and along the exterior boundary lines of Parcels 9, 10 and 11 of said Parcel Map filed for record in Book 22 of Parcel Maps at Page 28, North 15° 04' 30" West 80.58 feet; North 26° 03' 58" East 57.32 feet; North 64° 59' 48"

East 69.57 feet; and South 85° 39' 06" East 261.45 feet to the Southeast corner of said Parcel 11 located on the West line of the fee parcel of real property described on Page 4 of the Decree of Distribution in the Matter of the Estate of Clement H. Mercier, deceased, Recorded March 31, 1977 in Book 1485 Page 41 of Official Records; thence on and along the exterior boundaries of said fee parcel described on said Page 4, South 4° 11' 00" East 136.75 feet; thence continuing South 4° 11' 00" East 15.15 feet; and North 50° 52' 05" East 346.91 feet to the point of beginning.

The herein before described parcel is delineated on the Record of Survey filed for record July 30, 1980 in Book 8 at Page 85 of Records of Surveys, Records of El Dorado County.

EXCEPTING THEREFROM any real property conveyed to Basic Minerals Inc. by virtue of the Quitclaim Deed recorded February 25, 1980 in Book 1853 Page 569 Official Records.

Assessor's Parcel No. 051-250-12

Order No. 206-1879

**EXHIBIT "A"
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 23, 1998 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 46 OF PARCEL MAPS, AT PAGE 95.

ASSESSOR PARCEL NO.:051-250-46-100

Order No. 206-1000
UPDATE
Version 2

**EXHIBIT "A"
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

TRACTS 2 AND 3 AS SHOWN ON THE RECORD OF SURVEY MAP FILED APRIL 18, 2005, IN BOOK 28 OF SURVEY MAPS AT PAGE 38, EL DORADO COUNTY RECORDS:

A.P.N. 051-250-54-100 AND 051-250-51-100