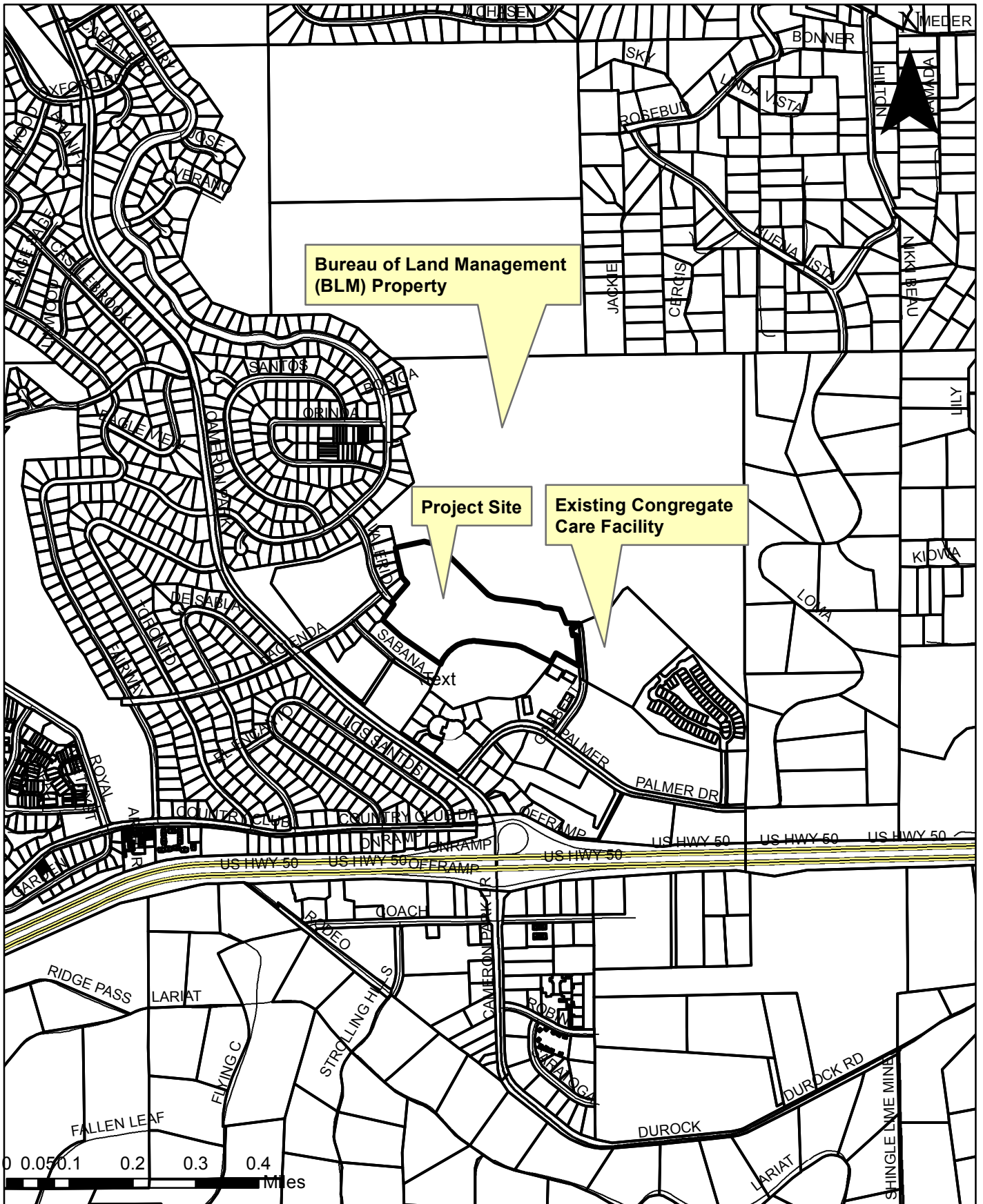


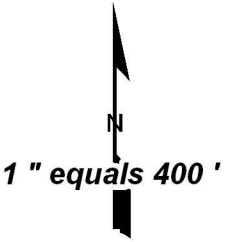
**Ponte Palmero Community Care Facility**  
**File Nos. A11-0004/Z11-0005/P11-0004/PD11-0003**



**Exhibit A-Location Map**

POR. SECS. 2 & 3, T.9N., R.9E., M.D.M.

83:35



THIS MAP IS NOT A SURVEY, it is prepared by the El Dorado Co. Assessor's office for assessment purposes only. Area calculations and characteristics are not guaranteed. Users should verify items such as dimensions and acreage.

Acreages Are Estimates

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

EXHIBIT B

Rev. Jan. 16, 2009

Assessor's Map Bk. 083 Pg. 35  
County of El Dorado, CA  
17-1209 D 2 of 95

Ponte Palmero Community Care Facility  
File Nos. A11-0004/Z11-0005/P11-0004/PD11-0003

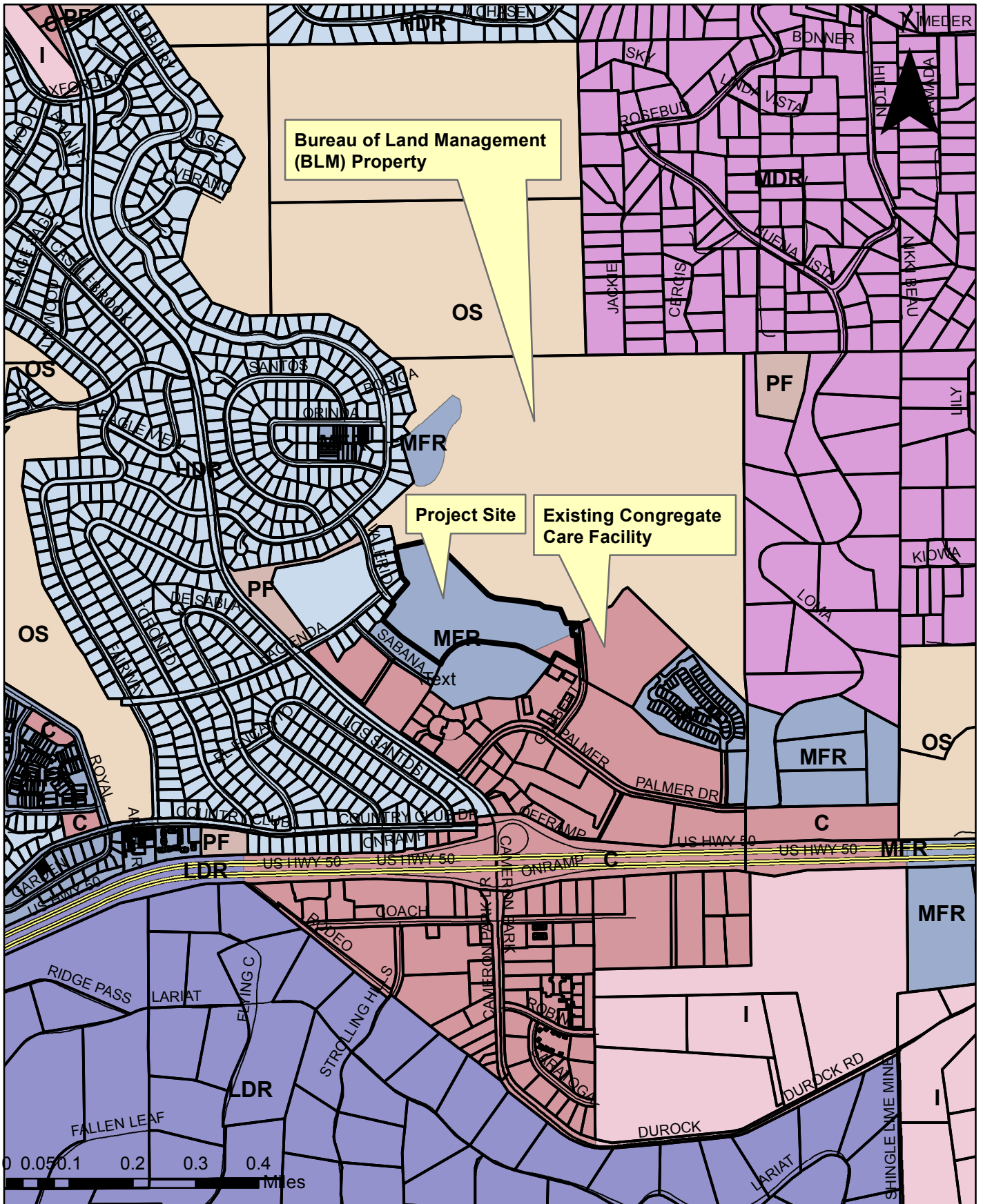


Exhibit C-General Plan Land Use Map



Ponte Palmero Community Care Facility  
File Nos. A11-0004/Z11-0005/P11-0004/PD11-0003

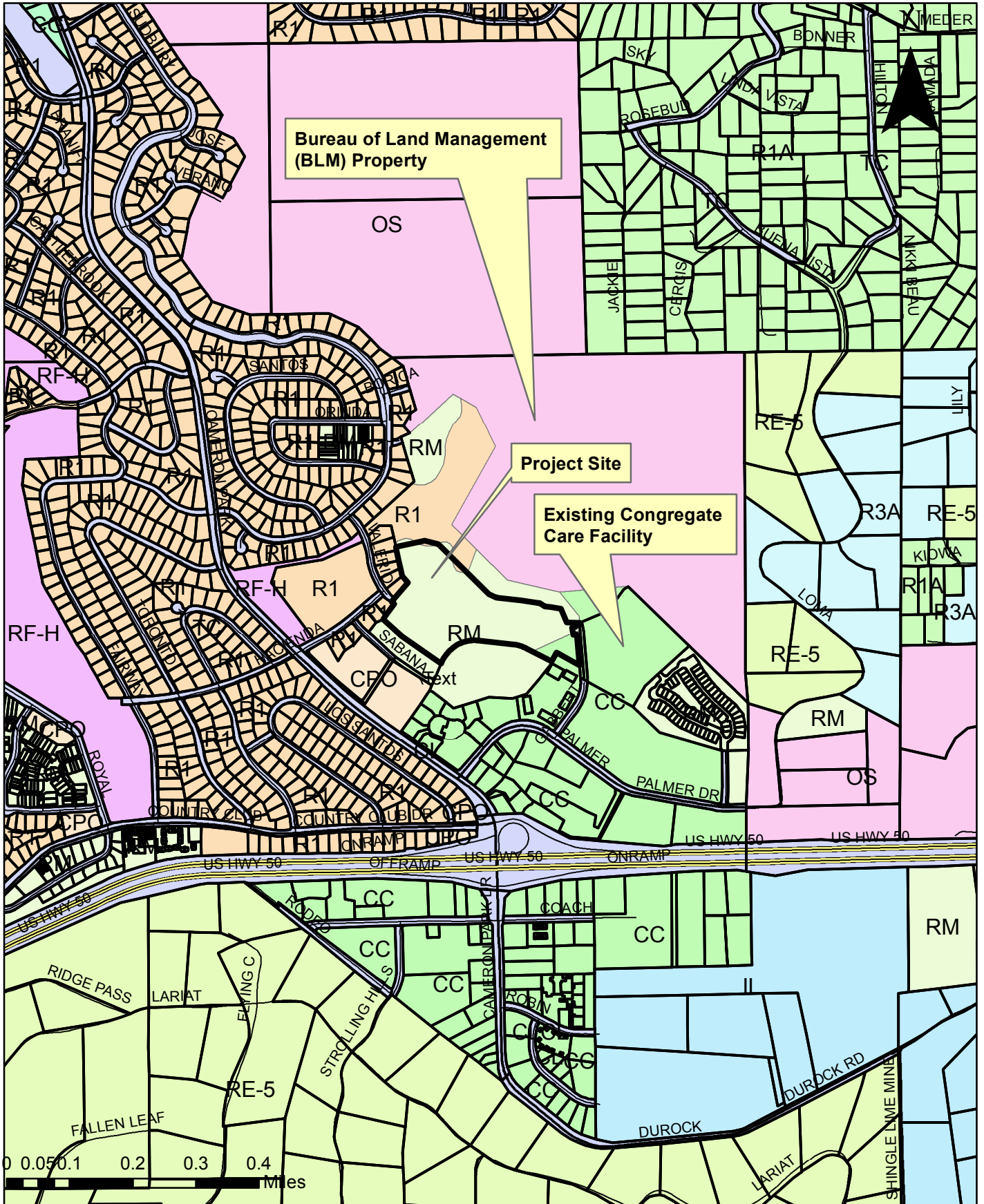
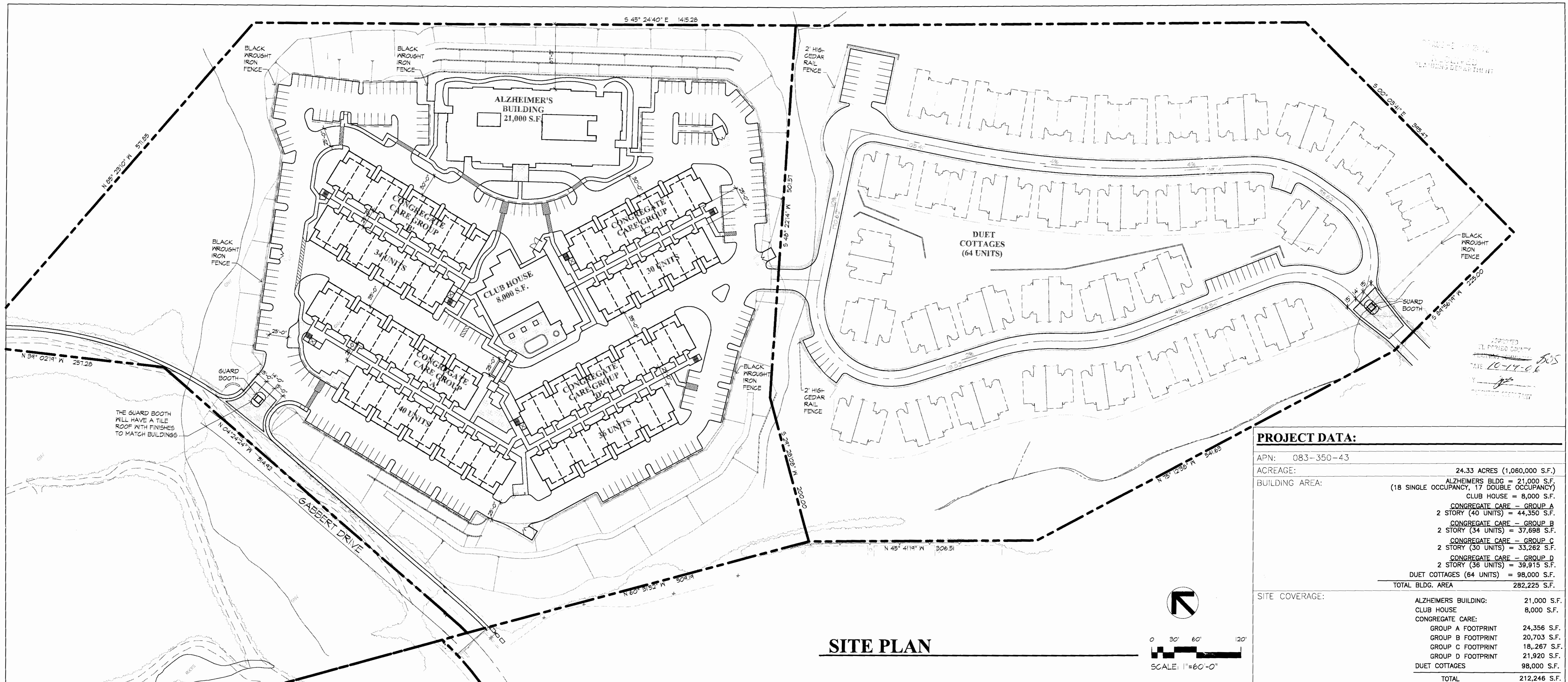


Exhibit D- Zoning Map

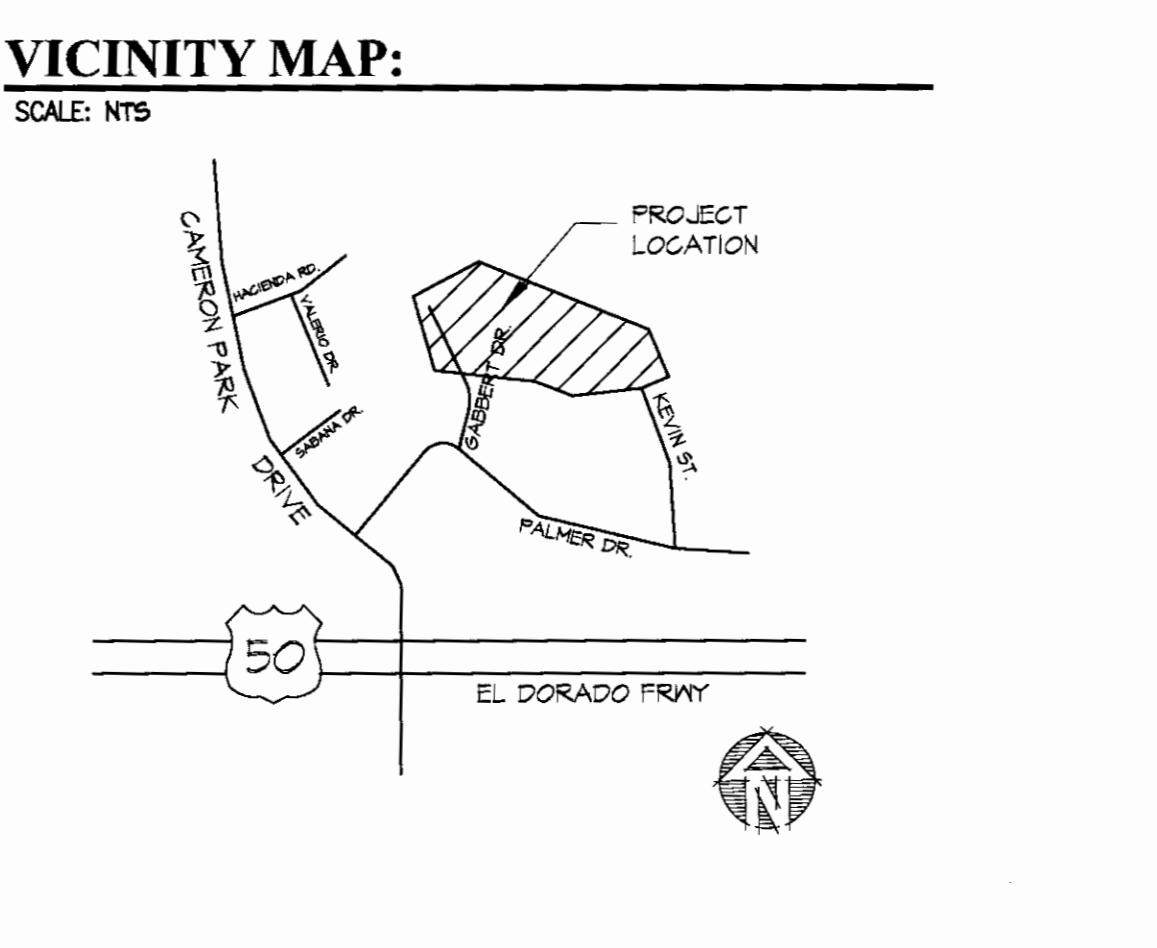
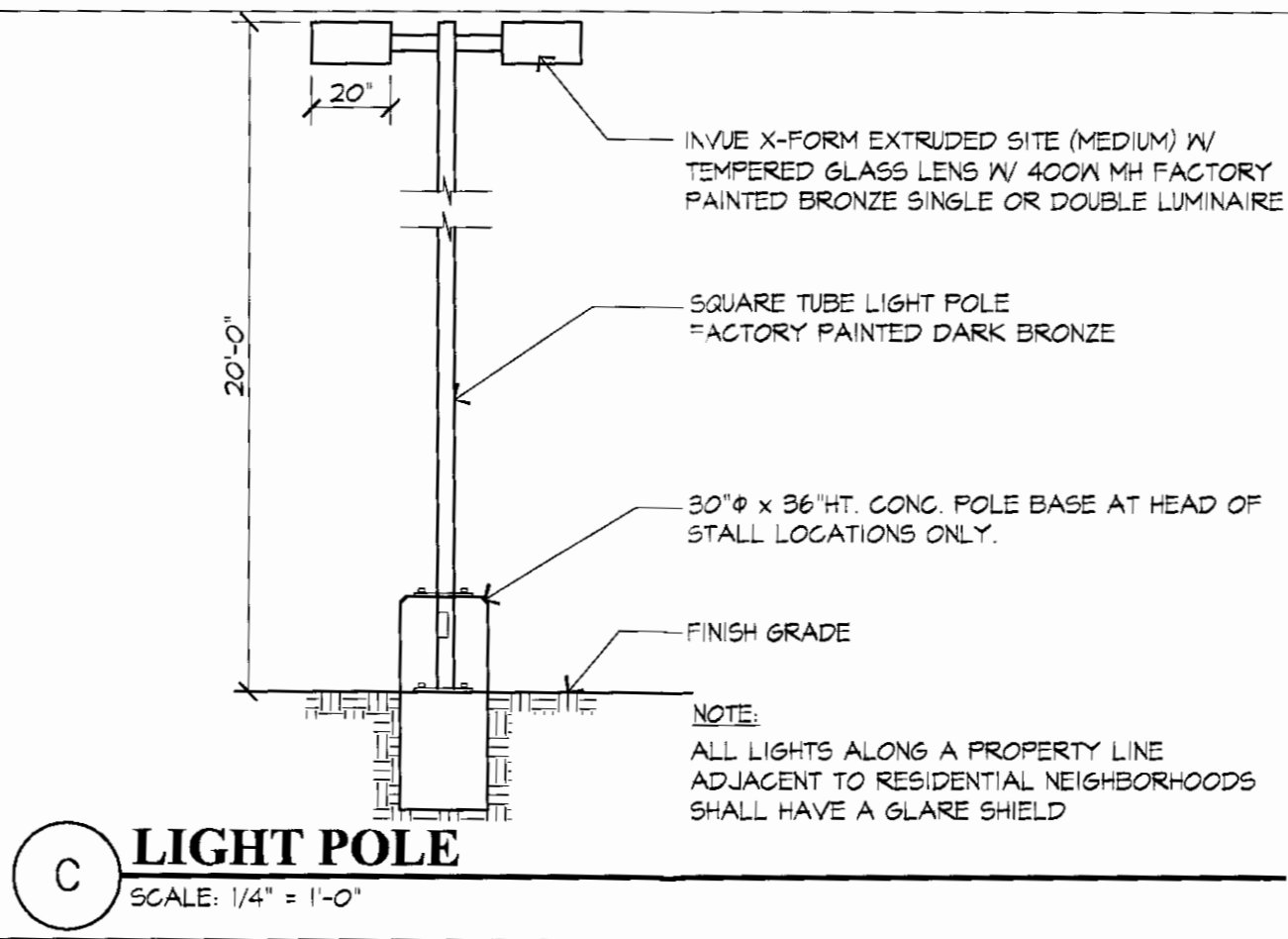
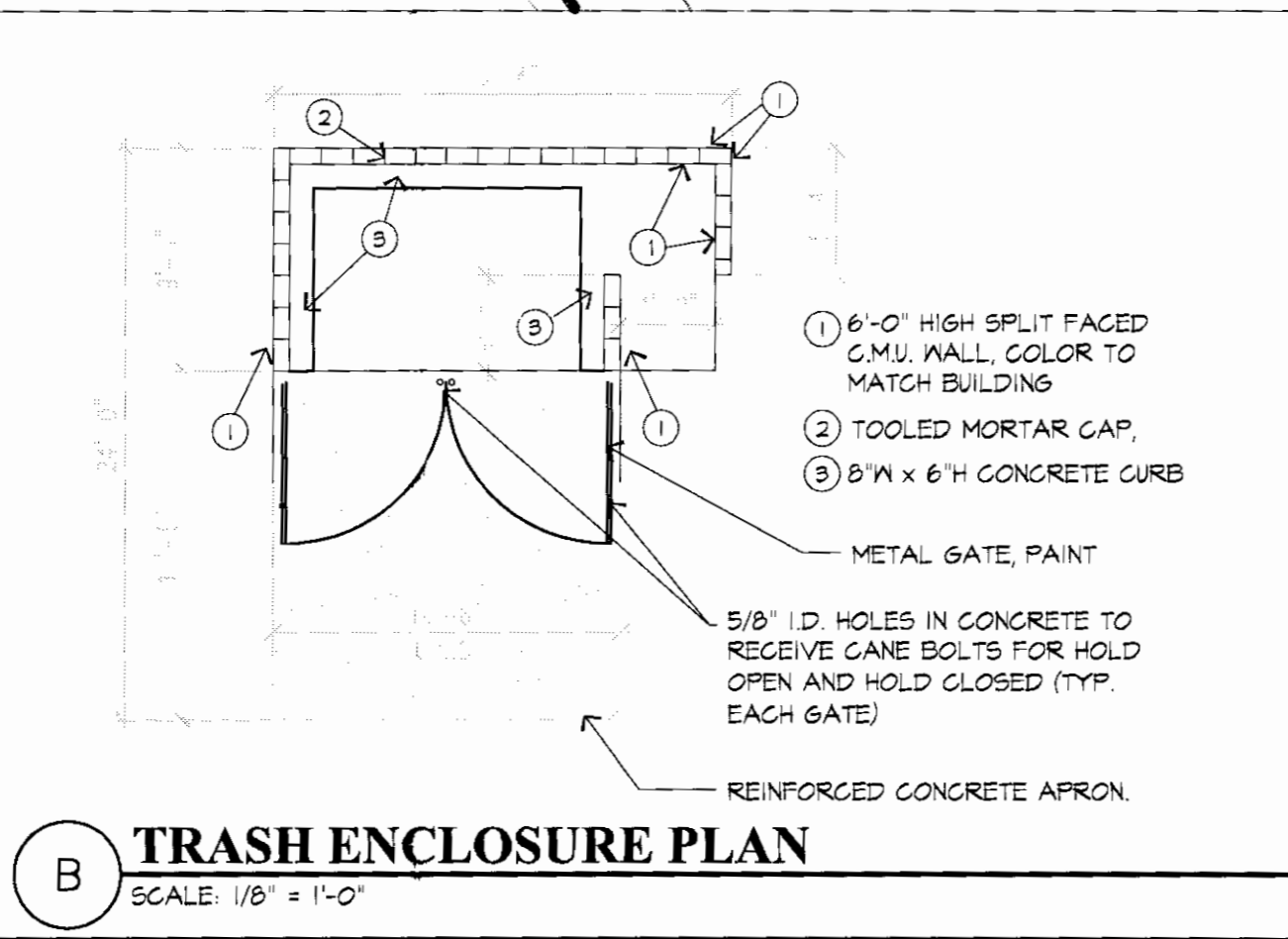
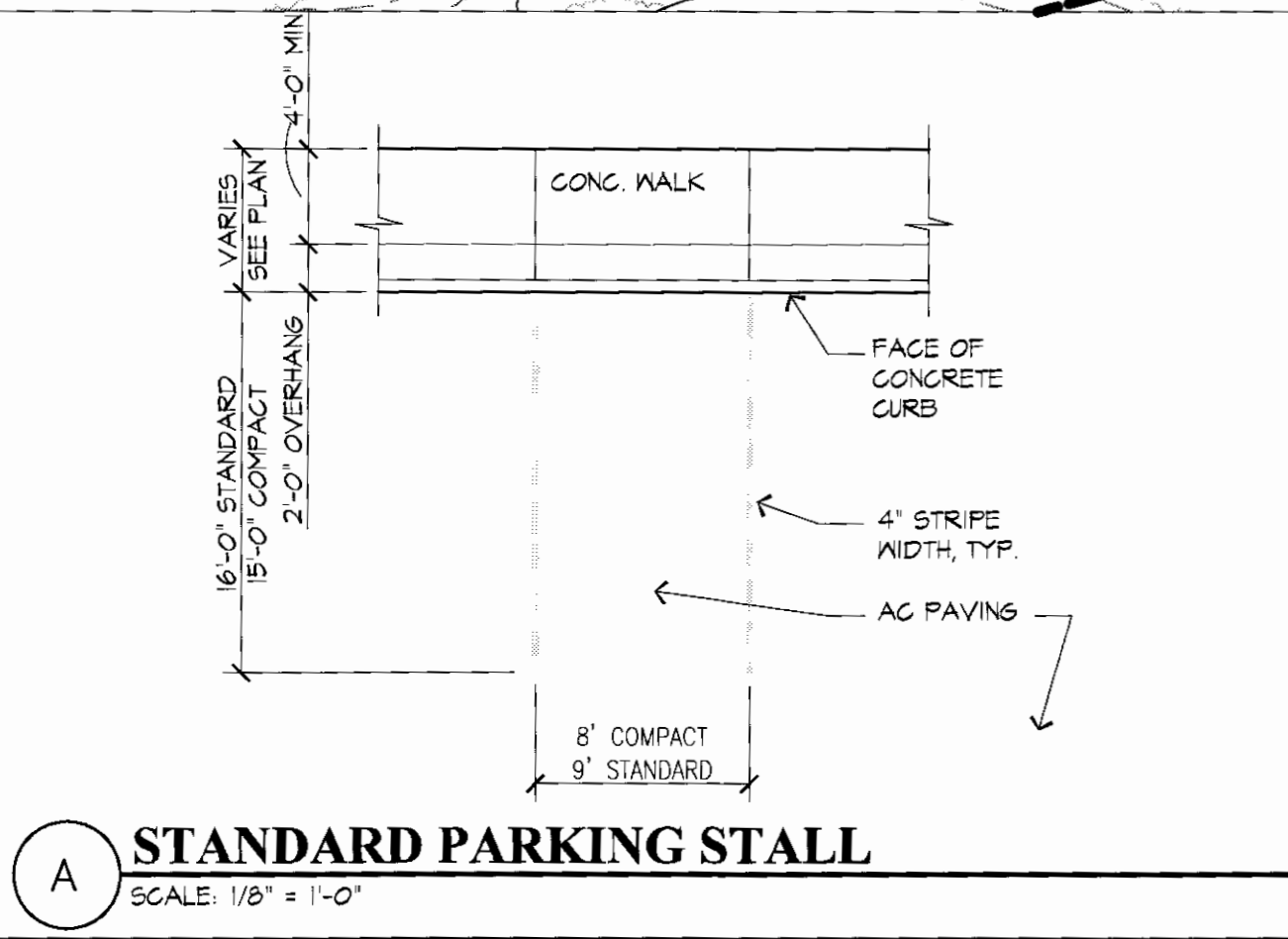




**SITE PLAN**

**PROJECT DATA:**

APN:	083-350-43
ACREAGE:	24.33 ACRES (1,080,000 S.F.)
BUILDING AREA:	ALZHEIMERS BLDG = 21,000 S.F. (18 SINGLE OCCUPANCY, 17 DOUBLE OCCUPANCY) CLUB HOUSE = 8,000 S.F. CONGREGATE CARE - GROUP A 2 STORY (40 UNITS) = 44,350 S.F. CONGREGATE CARE - GROUP B 2 STORY (34 UNITS) = 37,698 S.F. CONGREGATE CARE - GROUP C 2 STORY (30 UNITS) = 33,262 S.F. CONGREGATE CARE - GROUP D 2 STORY (36 UNITS) = 39,915 S.F. DUET COTTAGES (64 UNITS) = 98,000 S.F. <b>TOTAL BLDG. AREA = 282,225 S.F.</b>
SITE COVERAGE:	ALZHEIMERS BUILDING: 21,000 S.F. CLUB HOUSE 8,000 S.F. CONGREGATE CARE: GROUP A FOOTPRINT 24,356 S.F. GROUP B FOOTPRINT 20,703 S.F. GROUP C FOOTPRINT 18,267 S.F. GROUP D FOOTPRINT 21,920 S.F. DUET COTTAGES 98,000 S.F. <b>TOTAL 212,246 S.F.</b>
LOT COVERAGE:	212,246 S.F./ 1,080,000 S.F. = 20%
PARKING CALCULATIONS:	TOTAL STALLS PROVIDED: HANDICAP 12 STANDARD 227 UNIT GARAGES 210 <b>TOTAL 449 STALLS</b>



# Cameron Park Congregate Care

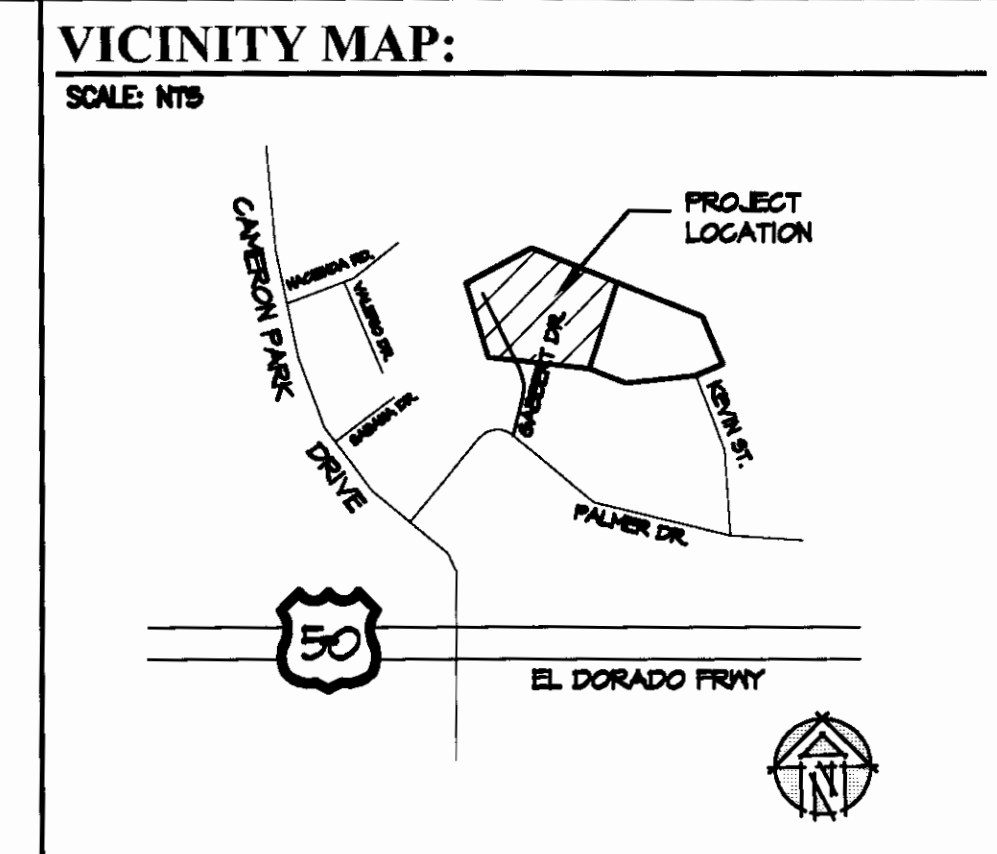
Gabbert Drive  
Cameron Park, California

**Pacific Oak Development**  
Erk N. Priegard  
9280 Cherry Avenue  
Orangevale, California 95662  
tel: 916-989-9774  
fax: 916-989-9702  
cell: 916-425-5858  
email: epriegan@pacbel.net

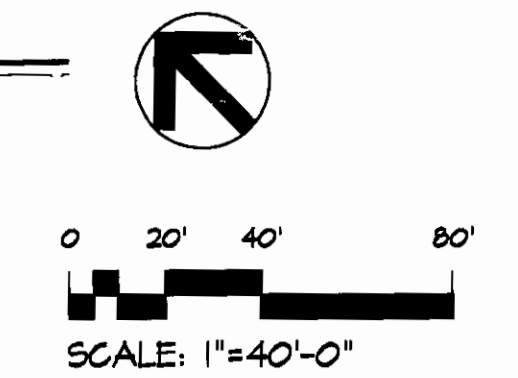
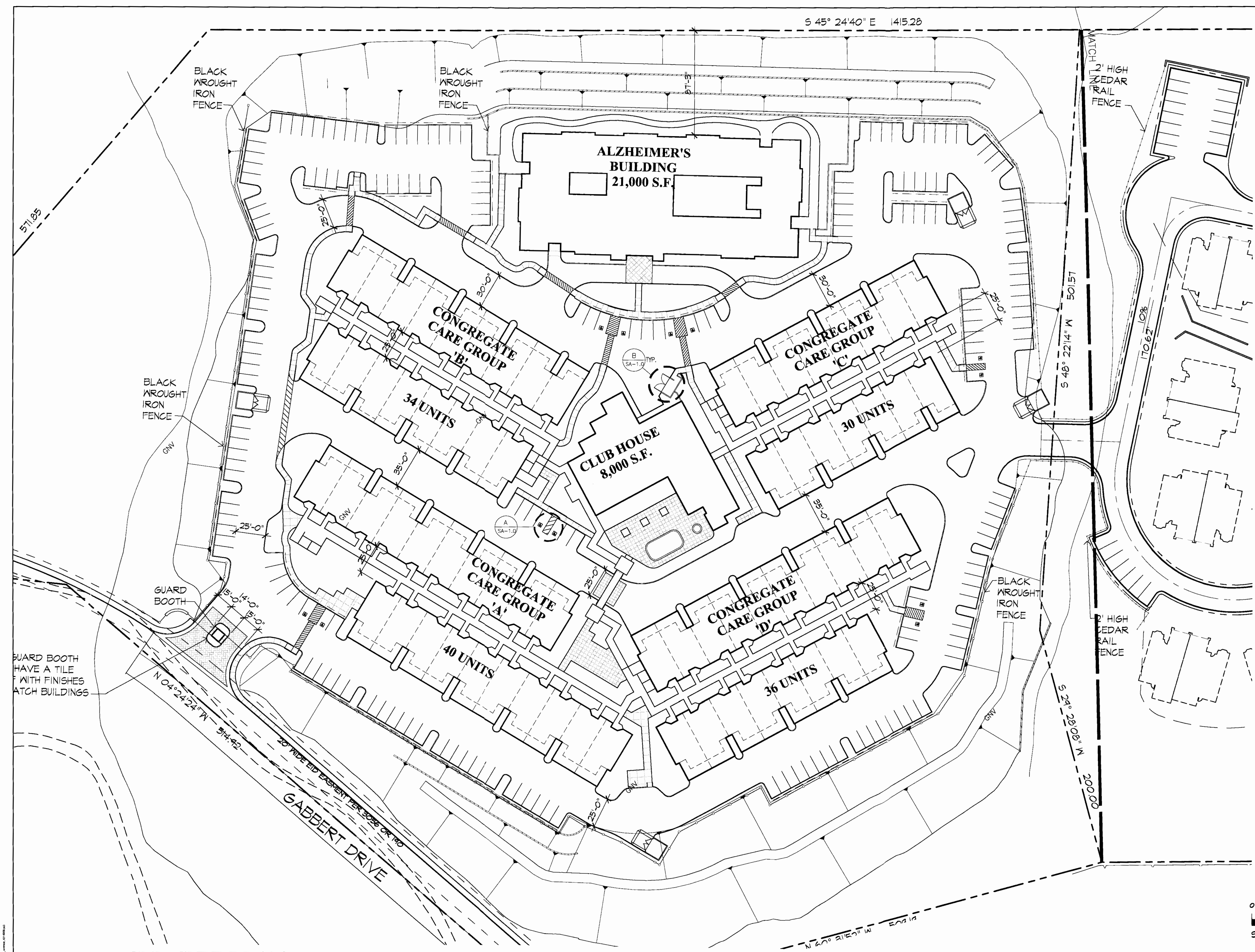
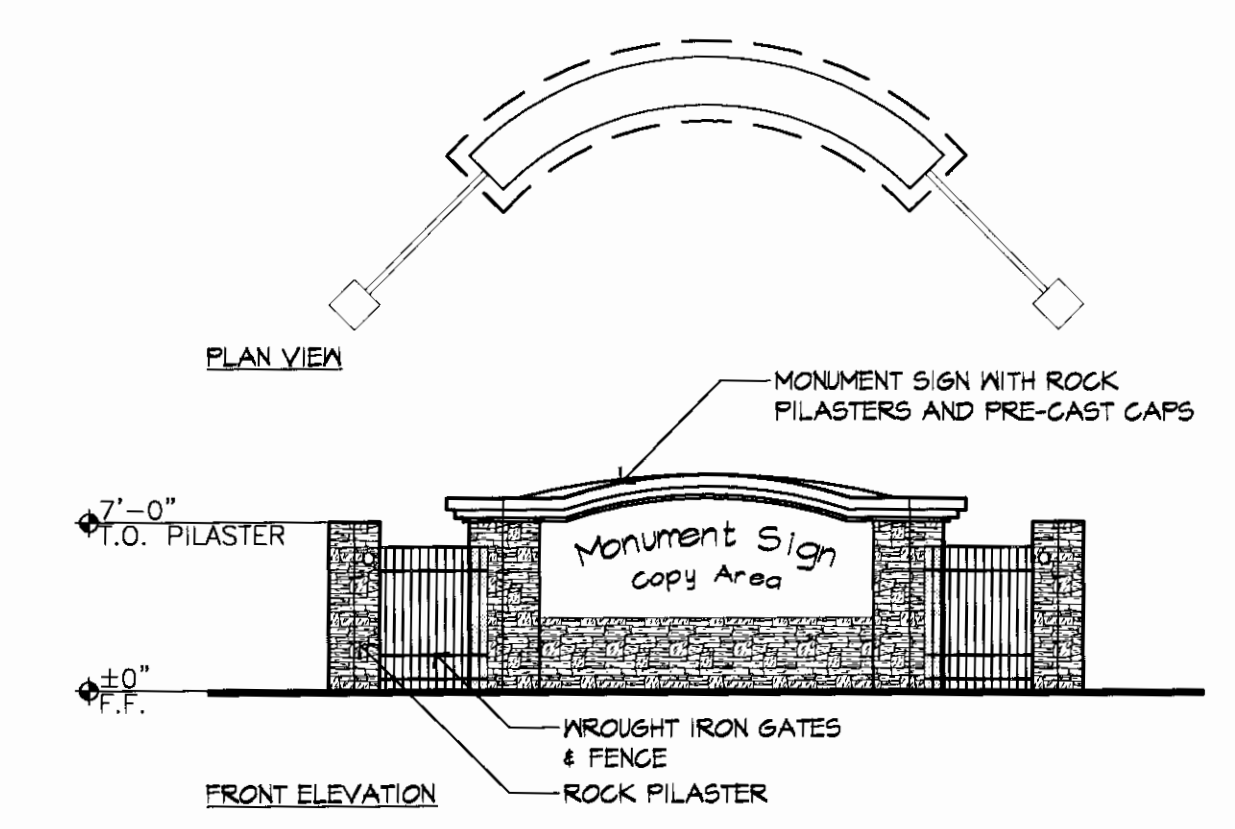
**Borges**  
Architecture Planning Interior Design  
1508 Eureka Road, Suite 150  
Roseville, CA 95661  
(916) 782-7200 Tel.  
(916) 773-3037 Fax  
www.borgesarch.com  
design@borgesarch.com

**SA-1.0**  
Job No. 04110  
August 22, 2005





**TYP. MONUMENT SIGN:**  
SCALE: 1/8" = 1'-0"



**ENLARGED SITE PLAN**

**SA-1.1**  
Job No. 04110  
August 22, 2005

# Cameron Park Congregate Care

Gabbert Drive  
Cameron Park, California

Erik N. Plegard  
9260 Cherry Avenue  
Orangevale, California 95662  
tel: 916-989-9774  
fax: 916-989-9702  
cell: 916-425-5858  
email: epiegas@pacbri.net

**Borges** architectural group, inc.  
Architecture Planning Interior Design  
1508 Eureka Road, Suite 150  
Roseville, CA 95661  
(916) 782-7200 Tel.  
(916) 773-3037 Fax.  
www.borgesarch.com  
design@borgesarch.com

1 SCHARFF, BRADY & VINDING  
MICHAEL V. BRADY, 146370  
2 mbrady@scharff.us  
3 400 Capitol Mall, Suite 2640  
Sacramento, California 95814  
4 Telephone: (916) 446-3400  
Facsimile: (916) 446-7159  
5

**Exhibit F**

6 Attorneys for Respondents/Defendants  
COUNTY OF EL DORADO et al.

7 REMY, THOMAS, MOOSE and MANLEY, LLP  
8 ANDREA K. LEISY, 206681  
aleisy@rtmmlaw.com  
9 LAURA M. HARRIS, 246064  
lharris@rtmmlaw.com  
10 455 Capitol Mall, Suite 210  
Sacramento, California 95814  
11 Telephone: (916) 443-2745  
12 Facsimile: (916) 443-9017

13 Attorneys for Real Parties in Interest  
CAMERON PARK VENTURES, LLC et al.

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 IN AND FOR THE COUNTY OF EL DORADO

17 CALIFORNIA NATIVE PLANT SOCIETY;  
18 CENTER FOR SIERRA NEVADA  
CONSERVATION,

19 Petitioners/Plaintiffs,

21 v.

22 COUNTY OF EL DORADO; BOARD OF  
SUPERVISORS OF EL DORADO COUNTY et al.,  
23 Respondent/Defendant.

24 CAMERON PARK VENTURES, LLC; PACIFIC  
25 OAK DEVELOPMENT, INC.; ERIK PILEGAARD  
26 et al.,

27 Real Parties in Interest.

) CASE NO. PC20070021

) STIPULATION AND [PROPOSED]  
) ORDER TO RETAIN JURISDICTION  
) TO ENFORCE SETTLEMENT  
) BETWEEN PARTIES PURSUANT TO  
) CODE OF CIVIL PROCEDURE § 664.6  
) AND TO DISMISS ACTION

) Judge Assigned for All Purposes:  
) Hon. Steven C. Bailey

) Filing Date of Action: Nov. 16, 2006



1 Respondent and Defendant County of El Dorado et al. ("Respondent"), Real  
2 Parties in Interest Cameron Park Ventures et al. ("Real Parties"), and Petitioners  
3 California Native Plant Society et al. ("Petitioners") (collectively "Parties"), have  
4 entered into a Litigation Settlement Agreement and Release (the "Agreement"), a  
5 copy of which is attached hereto as Exhibit 1. The Agreement includes terms  
6 anticipating that the trial court enter an order reserving jurisdiction to enforce the  
7 Agreement pursuant to C.C.P. § 664.6. The Court is authorized to reserve  
8 jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6 upon written  
9 request of the parties as provided in *Wackeen v. Malis* (2002) 97 Cal.App.4th 429,  
10 439-441.

11  
12 THEREFORE, it is hereby STIPULATED by the Parties that, and Petitioner  
13 and Respondents hereby jointly request that, this Court reserve jurisdiction to  
14 enforce the Litigation Settlement Agreement pursuant to C.C.P. § 664.6 and this  
15 written stipulation of the parties, and dismiss this action.

16 **IT IS SO STIPULATED:**

17 Dated: October 12, 2010

Respectfully submitted,

18 SCHARFF, BRADY & VINDING

19  
20 By: 

MICHAEL V. BRADY

Attorney for Respondents/Defendants  
COUNTY OF EL DORADO

21  
22  
23  
24 Dated: October 4, 2010

REMY, THOMAS, MOOSE AND MANLEY, LLP

25 By: 

ANDREA K. LEISY

Attorney for Real Parties in Interest  
CAMERON PARK VENTURES et al.

1  
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Dated: October 4, 2010

LAW OFFICES OF MICHAEL GRAF

By: Michael G  
MICHAEL GRAF

Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: October \_\_, 2010

KENYON YEATES, LLP

By: \_\_\_\_\_  
WILLIAM YEATES

Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

**THEREFORE, IT IS ORDERED THAT:**

1. The Court will retain jurisdiction to enforce the attached Settlement Agreement until performance in full of the terms therein; and
2. The action is dismissed with prejudice.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Steven C. Bailey  
Judge of the Superior Court

1 Dated: October \_\_, 2010

LAW OFFICES OF MICHAEL GRAF

2

3

By: \_\_\_\_\_

MICHAEL GRAF  
Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

4

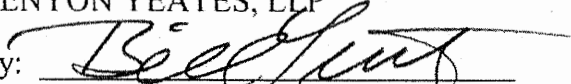
5

6

7 Dated: October 4, 2010

KENYON YEATES, LLP

8

By: 

WILLIAM YEATES  
Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

9

10

11

12

**THEREFORE, IT IS ORDERED THAT:**

13

14

1. The Court will retain jurisdiction to enforce the attached Settlement

15

Agreement until performance in full of the terms therein; and

16

2. The action is dismissed with prejudice.

17

18

DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Steven C. Bailey  
Judge of the Superior Court

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## SETTLEMENT AGREEMENT

THIS AGREEMENT TO SETTLE ONGOING LITIGATION (the "Agreement") is entered into as of October 19, 2010, by and between Petitioners CALIFORNIA NATIVE PLANT SOCIETY ("CNPS") and CENTER FOR SIERRA NEVADA CONSERVATION (together "Petitioners"); and the following parties (collectively referred to as "Respondents"): the COUNTY OF EL DORADO (the "County"); CAMERON PARK VENTURES ("CPV"), PACIFIC OAK DEVELOPMENT, and ERIK PILEGAARD, in *CNPS v. County of El Dorado et al* (2009) 170 Cal.App.4th 1026 (El Dorado County Superior Court Number PC20070021). This Settlement Agreement shall be effective on and after the date all Parties, or their authorized representatives, sign it (the "Effective Date"). Petitioners, County and CPV are sometimes referred to collectively below as the "Parties."

### RECITALS

- A. On October 17, 2006, the County Board of Supervisors approved the Congregate Care Facility Project ("Project") pursuant to a mitigated negative declaration ("MND") under the California Environmental Quality Act ("CEQA").
- B. On January 12, 2007, Petitioners filed a Petition for Writ of Mandate in the El Dorado Superior Court requesting that the Court set aside the County's approval of the Project as unlawful under CEQA. On August 2008, the Superior Court denied Petitioners' Petition.
- C. On January 28, 2009, the Third District Court of Appeal reversed the trial court's denial of the Petition and issued a ruling requiring the trial court to issue a writ directing the County to prepare an environmental impact report ("EIR") under CEQA due to the potentially significant impacts of the project on rare and endangered plants and their habitat located on the project site.
- D. The Project has since been fully built out and is occupied by seniors.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference, and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IT IS HEREBY AGREED as follows:

1. Dedication of Land.

Upon the Effective Date of the Agreement (defined below) CPV agrees to provide an irrevocable offer to dedicate in perpetuity approximately 23 acres of land, as shown in Exhibit 1 (and including approximately 2 acres previously required for mitigation of the Project), to the conservation of the rare plant species and their habitats that are endemic to the gabbro soils in El Dorado County. The title of the property is to be conveyed to the United States Bureau of Land Management ("BLM") for inclusion in the Pine Hill Preserve for the stated purposes of plant conservation. In the event that BLM is unable to take title or to do so in a timely fashion, the property will be transferred to a successor acceptable to both CNPS and the County. CPV agrees to bear the expenses of the land surveying fee and title cost to transfer via grant deed. On or before the transfer described above or the payment of fees, CNPS agrees to cooperate in good faith to assist in providing proof of donation needed for tax purposes. The County agrees to process the required approvals for the dedication of land in a prompt and timely manner, assuming timely receipt of all relevant submissions. The County agrees to pay CPV \$135,000, in a check made payable to "Cameron Park Ventures" from the County's Rare Plant Mitigation Account. This amount reflects the amount of in-lieu fees that CPV paid previously for the project. Reimbursement of this amount is based on the fact that, but for the reimbursement, CPV would not be able to provide the above-referenced irrevocable offer to dedicate 23 acres to the conservation of the rare plant species and their habitats that are endemic to the gabbro soils in El Dorado County. Donation of 23 acres is in excess of the amount of in-lieu fees that the County would have required for the project. The County will make payment as soon as practicable but no later than 45 calendar days from the Effective Date of this Agreement.

2. Other Obligations.

a. *Dismissal of Action by CNPS.* On the Effective Date, the Action shall be deemed settled and CNPS shall execute and file a Request for Entry of Dismissal with Prejudice of Case Number PC 20070021 at the El Dorado County Superior Court. Petitioners' shall file the Request for Entry of Dismissal with Prejudice within 10 business days after occurrence of all the following events:

(1) Receipt of Notice of the Court's signing and entry of the Order submitted pursuant to paragraph 2 subsection b, below; and

(2) Receipt of Payment of attorneys' fees payment made pursuant to paragraph 2 subsection d, below.

b. *Entry of Dismissal with Prejudice.* The Entry of Dismissal with Prejudice shall have the effect of dismissing the Action against all of the Parties named in the Action.

c. *Submission of Stipulation and Proposed Order to Court.* The Parties agree to submit a proposed order reserving jurisdiction in the trial court pursuant to a Stipulation and Order substantially in the following form:

Petitioners and Respondents have entered into a Litigation Settlement Agreement and Release (the "Agreement"), a copy of which is attached hereto as Exhibit 1. The Agreement also memorializes a global settlement reached between the Parties, including provisions barring future litigation by Petitioners, including individual members, over the Ponte Palmero II project and its related environmental document as described in subsection f below and provided the County decides to approve the project.

The Agreement includes terms anticipating that the trial court enter an order reserving jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6.

The Court is authorized to reserve jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6 upon written request of the parties as provided in *Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439-441.

THEREFORE, it is hereby STIPULATED by Petitioners and Respondents that, and Petitioner and Respondents hereby jointly request that, this Court reserve jurisdiction to enforce the Litigation Settlement Agreement pursuant to C.C.P. § 664.6 and this written stipulation of the parties.

The Parties agree that it is a condition precedent to the effectiveness of the Agreement that the trial court, in response to said motion, enter an order reserving jurisdiction to enforce the Agreement pursuant to Code of Civil Procedure § 664.6.

d. *Attorney's Fees.* CPV shall pay to CNPS, within 10 business days after performance by County in paragraph 1 of payment of the \$135,000, above, \$200,000 for attorney's fees and costs incurred by CNPS in connection with the litigation and settlement of this Action. In the event that payments are made as set forth above, Petitioners waive any right to seek recovery of any additional money from Respondents, or any of them, in connection with the dismissed claims and this Agreement. Respondents shall bear their own attorneys' fees and costs.



e. *Project EIR Waived:* Pursuant to this agreement, the Parties agree that no EIR need be completed for the Congregate Care Project.

f. *Ponte Palmero II.* CPV intends to submit an application with the County for a new Ponte Palmero II project adjacent to the Congregate Care Project at issue in this litigation. (See Exhibit 2.) Ponte Palmero II includes approximately 99 beds for skilled nursing care, 65 units of assisted living and an approximately 12,000 sf clubhouse on ten acres. The parties hereby agree to the following regarding the Ponte Palermo II project:

(1) CPV agrees to propose only a private emergency access road approximately twenty feet wide to connect the new project to the existing parking area located to the southeast. The Parties agree that the County and County Fire Department have final approval over the design and location of the road.

(2) If the County decides to approve the Ponte Palmero II project, CPV agrees, within 30 days from the date of filing of the Notice of Determination and assuming no petition for writ of mandate is filed by Petitioners or any of their individual members challenging the approval under CEQA, the Planning and Zoning Law or other related statute, to provide CNPS with a second irrevocable offer to dedicate in perpetuity approximately 10.64 acres of additional land, as shown in Exhibit 2 for "Phase 2." As in paragraph 1 above, the title of the property is to be conveyed to the United States Bureau of Land Management ("BLM") for inclusion in the Pine Hill Preserve for the stated purposes of plant conservation.

(3) If neither Petitioners nor any of their individual members file a petition for writ of mandate on the Ponte Palmero/ Phase 2 project, CPV also agrees to pay CNPS, within (40) days from the date of filing of the Notice of Determination for Ponte Palmero II, \$50,000 to be used for conservation studies and/or other conservation activities at the discretion of CNPS.

(4) On or before the transfer of the additional lands or payment of the \$50,000, CNPS agrees to cooperate in good faith to assist in providing proof of donation needed for tax purposes. In the event that BLM is unable to take title or to do so in a timely fashion, the property will be transferred to a successor acceptable to both CNPS and the County. CPV agrees to bear the expenses of the land surveying fee and title cost to transfer via grant deed. The County agrees to process the required approvals for the dedication of land in a prompt and timely manner.

g. *Sole and Final Agreement.* Except as otherwise specifically provided herein, this Agreement is intended to be and is the final expression of the Agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and fully and completely extinguishes any prior understandings or agreements by or between the Parties, whether oral or written, express or implied.

h. *Warranty of Authority.* Each party warrants that the execution of this Agreement, and the covenants, representations, warranties, promises, and releases created hereunder have been duly authorized by all necessary corporate, partnership, or other necessary action and that the persons signing this agreement have full authority to do so.

i. *Mutual Cooperation.* The Parties agree to cooperate in good faith to carry out the provisions and intent of this Agreement, including the timely execution and delivery of any other documents necessary to carry out its provisions. Each of the Parties shall execute and deliver to the others all such other further instruments and documents, and take all other such actions, as may be reasonably necessary to carry out the terms and provisions of this Agreement and secure to the others the full and complete enjoyment of their respective rights and privileges hereunder. The parties agree to meet and confer in good faith to try to resolve any conflicts arising under this Agreement prior to bringing any actions in court to enforce the Agreement.

j. *Notices.* Except as otherwise specifically set forth herein, all notices or other communications specifically required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier (such as Fed Ex), or by telefacsimile with copies sent by overnight courier or U.S. Postal Service the following day, to the addresses or telefacsimile numbers set forth below. Any Party may at any time change its address or telefacsimile number for the delivery of notice upon five (5) days' written notice to the other Parties.

k. *Third Party Beneficiaries.* Nothing in this Agreement shall be construed to confer any rights or impose any obligations upon any person or entity not a Party to this Agreement.

l. *Execution in Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument, having the same force and effect as if a single original had been executed by all

Parties. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signed documents, which facsimile copies or counterparts shall be binding upon the Parties.

m. *Time of the Essence.* Time is of the essence for this Agreement.

n. *Interpretation; Governing Law.* This Agreement shall be interpreted, and the rights and the duties of the Parties shall be determined, in accordance with the laws of the State of California, as applied to contracts entered into and performed (or capable of performance) in California by California persons or entities.

o. *Headings; Cross-References.* The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents.

p. *No Duress.* This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part of, or on behalf of any of them. Each of the Parties to this Agreement has read and fully understands the meaning of each provision of this Agreement and has relied on the independent advice and representation of legal counsel in entering into this Agreement.

q. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon and insure to the benefit of the Parties. Petitioners' rights and obligations hereunder may not be assigned.

r. *Construction.* This Agreement has been reviewed by legal counsel for all Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or application of this Agreement.

s. *Equitable Relief.* Because the amount of damages in the event of a breach of this Agreement may be difficult or impossible to determine, the obligations of the Parties shall be enforceable by specific performance or other equitable relief, in addition to any other available remedy.

///



u. *Denial of Wrongdoing and Liability.* This Agreement pertains to disputed claims and does not constitute an admission of liability by the Respondents, or any of them. Neither this Agreement nor the fact that it has been entered into shall be construed as an admission of liability nor shall anything contained within this Agreement be construed or deemed to be evidence of any admission of any liability or wrongdoing whatsoever, or of any allegation made in the Action. It is expressly understood that Respondents deny any such liability or wrongdoing.

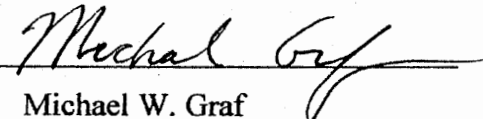
3. Effective Date. This Agreement shall become effective upon execution by all parties, or their authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date hereinafter written.

Approved as to Form:

LAW OFFICES OF MICHAEL W. GRAF

Dated: September 24, 2010

By:   
Michael W. Graf  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

KENYON YEATES, LLP

Dated: \_\_\_\_\_

By: \_\_\_\_\_

William Yeates  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

admission of liability nor shall anything contained within this Agreement be construed or deemed to be evidence of any admission of any liability or wrongdoing whatsoever, or of any allegation made in the Action. It is expressly understood that Respondents deny any such liability or wrongdoing.

3.. This Agreement may be executed in counterparts and by original or facsimile signature, each of which shall be deemed to be an original and all of which together shall be deemed to physically form one document.

4. Effective Date. This Agreement shall become effective upon execution by all parties, or their authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date hereinafter written.

Approved as to Form:

LAW OFFICES OF MICHAEL W. GRAF

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael W. Graf  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

Dated: 9/3/10

By: 

KENYON YEATES, LLP  
William Yeates  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

CALIFORNIA NATIVE PLANT SOCIETY

By:  \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: Sept 8<sup>th</sup>, 2010

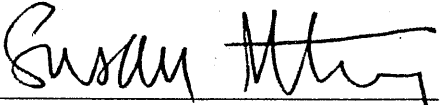
By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
El Dorado Chapter

By:  \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: Cynthia Podsiadlo

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: 9/14/10

By: \_\_\_\_\_

Karen Schambach, President  
CSNC



CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: Annie Walker

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: Sept 9, 2010

By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
El Dorado Chapter

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

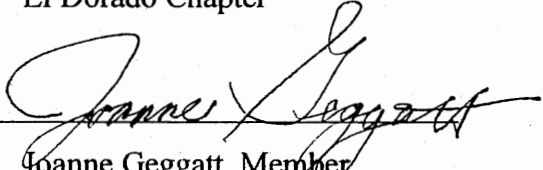
By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

  
Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: SEPTEMBER 3, 2010

By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: 9-9-10

By: Karen Schambach

Karen Schambach, President  
CSNC

COUNTY OF EL DORADO

Dated: 10/19/10

By: *Norm Sontag*  
Chairman of the Board of Supervisors  
COUNTY OF EL DORADO

REMY, THOMAS, MOOSE & MANLEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Andrea K. Leisy  
Attorneys for CAMERON PARK  
VENTURES, LLC & PACIFIC OAK  
DEVELOPMENT, INC.

CAMERON PARK VENTURES, LLC;  
PACIFIC OAK DEVELOPMENT, INC.

By: \_\_\_\_\_  
Erik Pilegaard, President  
PACIFIC OAK DEVELOPMENT, INC.,  
CAMERON PARK VENTURES, LLC

COUNTY OF EL DORADO

Dated: \_\_\_\_\_

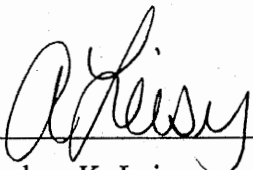
By: \_\_\_\_\_

Chairman of the Board of Supervisors  
COUNTY OF EL DORADO

REMY, THOMAS, MOOSE & MANLEY

Dated: 10/4/10

By: \_\_\_\_\_

  
Andrea K. Leisy

Attorneys for CAMERON PARK  
VENTURES, LLC & PACIFIC OAK  
DEVELOPMENT, INC.

CAMERON PARK VENTURES, LLC;  
PACIFIC OAK DEVELOPMENT, INC.

By: \_\_\_\_\_

Erik Pilegaard, President  
PACIFIC OAK DEVELOPMENT, INC.,  
CAMERON PARK VENTURES, LLC



COUNTY OF EL DORADO

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman of the Board of Supervisors  
COUNTY OF EL DORADO

REMY, THOMAS, MOOSE & MANLEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Andrea K. Leisy  
Attorneys for CAMERON PARK  
VENTURES, LLC & PACIFIC OAK  
DEVELOPMENT, INC.



CAMERON PARK VENTURES, LLC;  
PACIFIC OAK DEVELOPMENT, INC.

By:   
Erik Pilegaard, President  
PACIFIC OAK DEVELOPMENT, INC.,  
CAMERON PARK VENTURES, LLC

# Exhibit 1

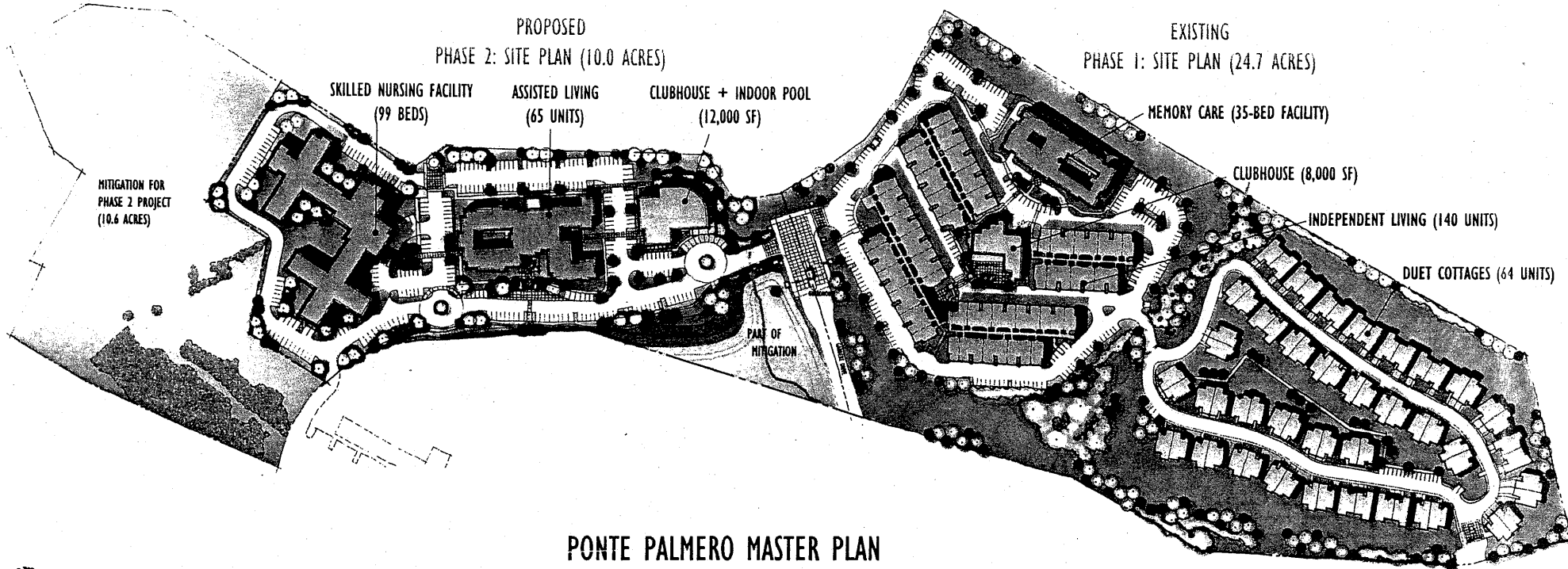


Settlement proposal 4-26-10 - Version A

-  Donatation for settlement (23.0 acres)
-  Congregate project (24.7 acres)



# Exhibit 2



# PONTE PALMERO MASTER PLAN

GABBERT DRIVE  
CAMERON PARK, CALIFORNIA

04/20/2018

**Pacific Oak Development**  
ERIC N. PILEGAARD  
2432 MAYHEW AVENUE, CARMEL, CA 93223  
916-435-5954  
EPILEGA@PACORL.COM





Exhibit G

RECORDING REQUESTED BY:  
Chicago Title Company

El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2015-0060906-00**

Escrow Order No.: FSJP-6061500361

Check Number 101417711  
Thursday, DEC 31, 2015 10:00:58  
Ttl Pd \$36.00 Rcpt # 0001735796  
MMP/C1/1-7

When Recorded Mail Document To:  
CPSL SPE LLC  
3108 PONTE MORINO DRIVE #210  
CAMERON PARK, CA 95682

Property Address: 3073 Ponte Morino Drive,  
Cameron Park, CA  
APN/Parcel ID(s): 083-350-55-100 *ptn*  
083-350-53-100 *ptn*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s)

*PCOS  
FILED*

This transfer is exempt from the documentary transfer tax.  
" DEED RECORDING TO COMPLY WITH LLA #BLA15-0021 *Rpt code 11925*

The documentary transfer tax is \$ *0* and is computed on:  
 the full value of the interest or property conveyed.  
 the full value less the liens or encumbrances remaining thereon at the time of sale.  
The property is located in  an Unincorporated area of **Cameron Park**.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CPSL SPE LLC, A DELAWARE LIMITED LIABILITY COMPANY**

hereby **GRANT(S)** to CPSL SPE LLC, A DELAWARE LIMITED LIABILITY COMPANY

the following described real property in the Unincorporated Area of the County of El Dorado, State of California:

SEE EXHIBITS "A AND B" ATTACHED HERETO AND MADE A PART HEREOF

**THIS DEED IS RECORDING TO PERFECT THAT CERTAIN LOT LINE ADJUSTMENT BLA15-0021 AND RECORD MAP TO RECORD.**

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

Grant Deed  
SCA0000129.doc / Updated: 09.21.15

Printed: 12.28.15 @ 03:11 PM  
CA-CT-FSJP-02180.054606-FSJP-6061500361



**GRANT DEED**  
(continued)

APN/Parcel ID(s): 083-350-55-100 *ptn.*  
083-350-53-100 *ptn.*

Dated: December 28, 2015

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

CPSL SPE LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
BY: CAMERON PARK SENIOR LIVING, LLC,  
A CALIFORNIA LIMITED LIABILITY  
COMPANY, SOLE MEMBER

BY:   
ERIK N. PILEGAARD, MANAGER

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

State of California  
County of Placer

On 12/29/15 before me, Julia E. Pickard, Notary Public,  
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.  
Julia E. Pickard  
Signature

(Seal)



## EXHIBIT A

### **BOUNDARY LINE ADJUSTMENT PARCEL, BEING A PORTION OF PARCEL 1 OF PARCEL MAP BOOK 49 AT PAGE 111**

All that certain real property located in the State of California, County of El Dorado, being a portion of the Northeast Quarter of Section 3, Township 9 North, Range 9 East, M.D.M., being a portion of Parcel 1 as shown and so designated on that certain Parcel Map that filed for record in the Office of the El Dorado County Recorder on December 28, 2006, in Book 49 of Parcel Maps, at Page 111, more particularly described as follows:

BEGINNING at a point on the easterly line of Lot No. 282 in Cameron Park North Unit No. 6, Subdivision Map Book D at Page 80, which is identical with the southwesterly line of Parcel 1 of Parcel Map Book 49 at Page 111, from which point the most southeasterly corner of the aforesaid Lot 282, marked by a three-quarter (3/4") inch iron rod, bears South 11°38'21" East a distance of 16.69 feet; Thence around the perimeter of the herein described parcel the following thirty (30) courses as said courses are delineated and so labeled on Exhibit B attached hereto; (1.) thence along the aforesaid easterly line of Cameron Park North Unit No. 6 and the easterly lines of said Lot 282 and Lot 281 thereof, North 11°38'21" West a distance of 183.77 feet to the most northerly corner of Lot 281 marked by a 2" capped iron pipe stamped "RCE 8850"; (2.) thence along the northerly boundary lines of said Lot 281 South 89°26'19" West a distance of 99.65 feet to a similar pipe; (3.) thence South 48°10'28" West a distance of 127.10 feet to a similar pipe marking the most westerly corner of said Lot 281 and being a point on the easterly right of way line of Valerio Drive; (4.) thence along said easterly right of way line on the arc of a 625.00 foot radius curve to the left through a central angle of 07°11'57" with an arc length of 78.53 feet, said curve being subtended by a chord bearing North 26°32'34" West a distance of 78.48 feet; (5.) thence continuing along the easterly boundary of said Cameron Park North, Unit No. 6, North 47°49'34" East a distance of 569.97 feet to a similar pipe marking the most easterly corner of Lot 259; (6.) thence continuing along the easterly boundary North 16°11'04" West a distance of 338.67 feet to a 3/4" capped iron pipe stamped "L.S. 4663-2006" marking the most northerly corner of Lot 257, at a point on the southerly right of way line of Este Vista Drive; (7.) thence North 14°05'34" West a distance of 50.00 feet to a similar pipe set on northerly right of way line of said Este Vista Drive and the most southerly line of Lot 186, (8.) thence along the southerly boundary of said Lot 186 on the arc of a 250.00 foot radius curve to the left through a central angle of 18°43'20" with an arc length of 81.69 feet, said arc being subtended by a chord bearing North 66°03'40" East a distance of 81.33 feet to a 2" capped iron pipe stamped "RCE 8850" marking the most easterly corner of Lot 186; thence leaving the aforesaid easterly line of Cameron Park North Unit No. 6, and along the northerly boundary lines of Parcel 1 of the aforesaid Parcel Map the following seven courses, (9.) through (15.); (9.) North 48°07'50" East a distance of 486.54 feet to a 3/4" capped iron pipe stamped "LS 4663-2006"; (10.) South 60°28'30" East a distance of 225.25 feet to a similar pipe; (11.) South 25°18'30" East a

distance of 367.25 feet similar pipe; (12.) South 29°55'00" West a distance of 749.92 feet to a similar pipe; (13.) South 44°45'15" East a distance of 659.03 feet to a similar pipe; (14.) South 76°50'00" East a distance of 447.77 feet to a similar pipe set at the most northerly point on the line common to the aforesaid Parcel 1 and Parcel 2 of the aforesaid Parcel Map 49-111; (15.) thence along said common line South 39°12'26" East a distance of 257.96 feet to a similar pipe; (16.) then continuing along said common line South 04°24'24" East a distance of 64.89 feet; (17.) thence leaving said common line North 86°28'07" West a distance of 107.81 feet; (18.) thence North 21°39'42" West a distance of 121.88 feet; (19.) thence North 79°50'46" West a distance of 92.79 feet; (20.) thence North 83°04'37" West a distance of 39.28 feet; (21.) thence along the arc of a 27.00 foot radius tangent curve to the right, through a central angle of 25°23'54" with an arc length of 11.97 feet, said curve being subtended by a chord bearing North 70°22'40" West with a chord length of 11.87 feet; (22.) thence North 57°40'43" West a distance of 32.28 feet; (23.) to the beginning of a 51.00 foot radius tangent curve to the left, through a central angle of 22°59'28" with an arc length of 20.47 feet, said curve being subtended by a chord bearing North 69°10'27" West with a chord length of 20.33 feet; (24.) thence North 80°40'11" West a distance of 150.29 feet; (25.) thence North 83°04'37" West a distance of 201.50 feet, (26.) to the beginning of a 47.00 foot radius tangent curve to the right, through a central angle of 17°44'13" with an arc length of 14.55 feet, said curve being subtended by a chord bearing North 74°12'30" West with a chord length of 14.49 feet; (27.) thence North 65°20'26" West a distance of 57.57 feet; (28.) thence North 45°00'01" West a distance of 597.38 feet; (29.) thence North 74°47'04" West a distance of 115.85 feet; (30.) thence South 78°25'34" West a distance of 248.89 feet to the Point of Beginning, containing 20.935 acres, more or less.

End of Description

SEE THE ATTACHED PLAT LABELED EXHIBIT 'B', SHEET 3 OF 3, AND MADE A PART HEREOF FOR DELINEATION OF THE HEREINABOVE DESCRIBED PARCEL

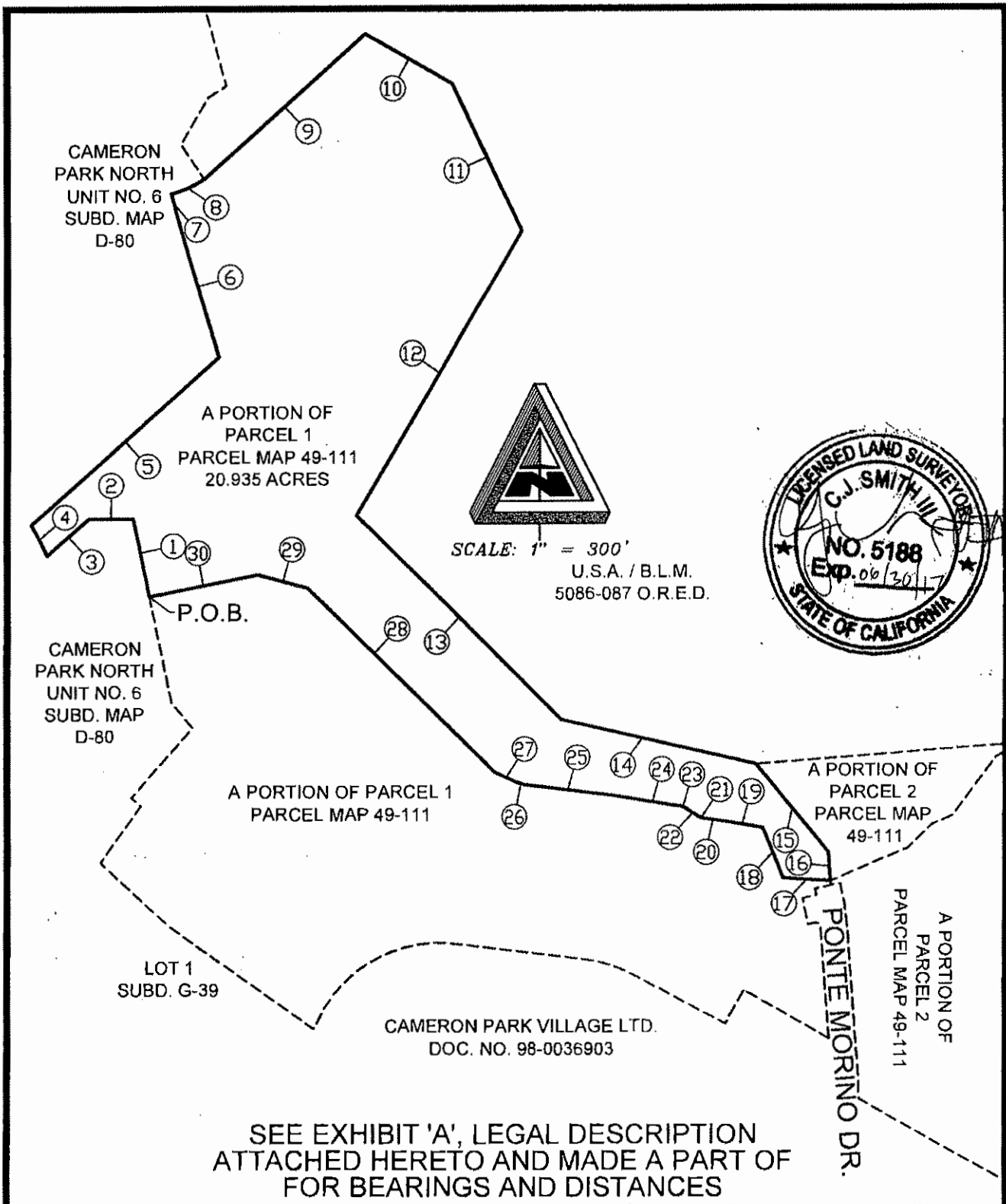
This real property description was prepared by UNICO Engineering, Inc., under the direction of C. J. Smith III, P.L.S. 5188, in conformance with the Professional Land Surveyor's Act.

Dated: DEC. 30/2015



C. J. Smith III, P.L.S. 5188  
Reg. Exp. Date: 06/30/2017  
A Portion of A.P.N. 083-350-053





**UNICO**

ENGINEERING

110 Blue Ravine Road, Suite 101 --- Folsom, CA 95630

**EXHIBIT B**

SHEET 3 OF 3

**EXHIBIT A**

**BOUNDARY LINE ADJUSTMENT PARCEL, BEING A PORTION OF PARCEL 2 OF  
PARCEL MAP BOOK 49 AT PAGE 111, TO B.L.M.**

All that certain real property located in the State of California, County of El Dorado, being a portion of the Northeast Quarter of Section 3, and the Northwest Quarter of Section 2, both lying in Township 9 North, Range 9 East, M.D.M., and being a portion of Parcel 2 as shown and so designated on that certain Parcel Map that filed for record in the Office of the El Dorado County Recorder on December 28, 2006, in Book 49 of Parcel Maps, at Page 111, more particularly described as follows:

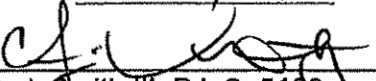
BEGINNING at a ¾" capped iron pipe stamped "LS 4663-2006" marking the most Northerly point on the common boundary line of Parcel 1 and Parcel 2 as they are delineated and so labeled on the above mentioned Parcel Map and thence around the perimeter of the herein described parcel the following nine (9) courses as said courses are delineated and labeled on Exhibit B attached hereto; (1.) thence leaving said common boundary line and along the Northerly boundary line of the aforesaid Parcel 2, North 85°23'10" East a distance of 571.85 feet to a similar pipe; (2.) thence continuing along said northerly boundary line South 45°24'40" East a distance of 13.60 feet; (3.) thence leaving the aforesaid northerly boundary line South 61°45'16" West a distance of 43.56 feet; (4.) thence South 36°19'50" West a distance of 164.87 feet; (5.) thence South 66°40'27" West a distance of 50.20 feet; (6.) thence South 45°14'44" West a distance of 76.70 feet; (7.) thence South 67°09'29" West a distance of 189.91 feet to a point on the aforesaid common boundary line; (8.) thence along said common boundary line North 04°24'24" West a distance of 64.89 feet to a similar pipe marking an angle point on said common boundary line; (9.) thence continuing along said common boundary line North 39°12'26" West a distance of 257.96 feet to the Point of Beginning, containing 2.055 acres, more or less.

End of Description

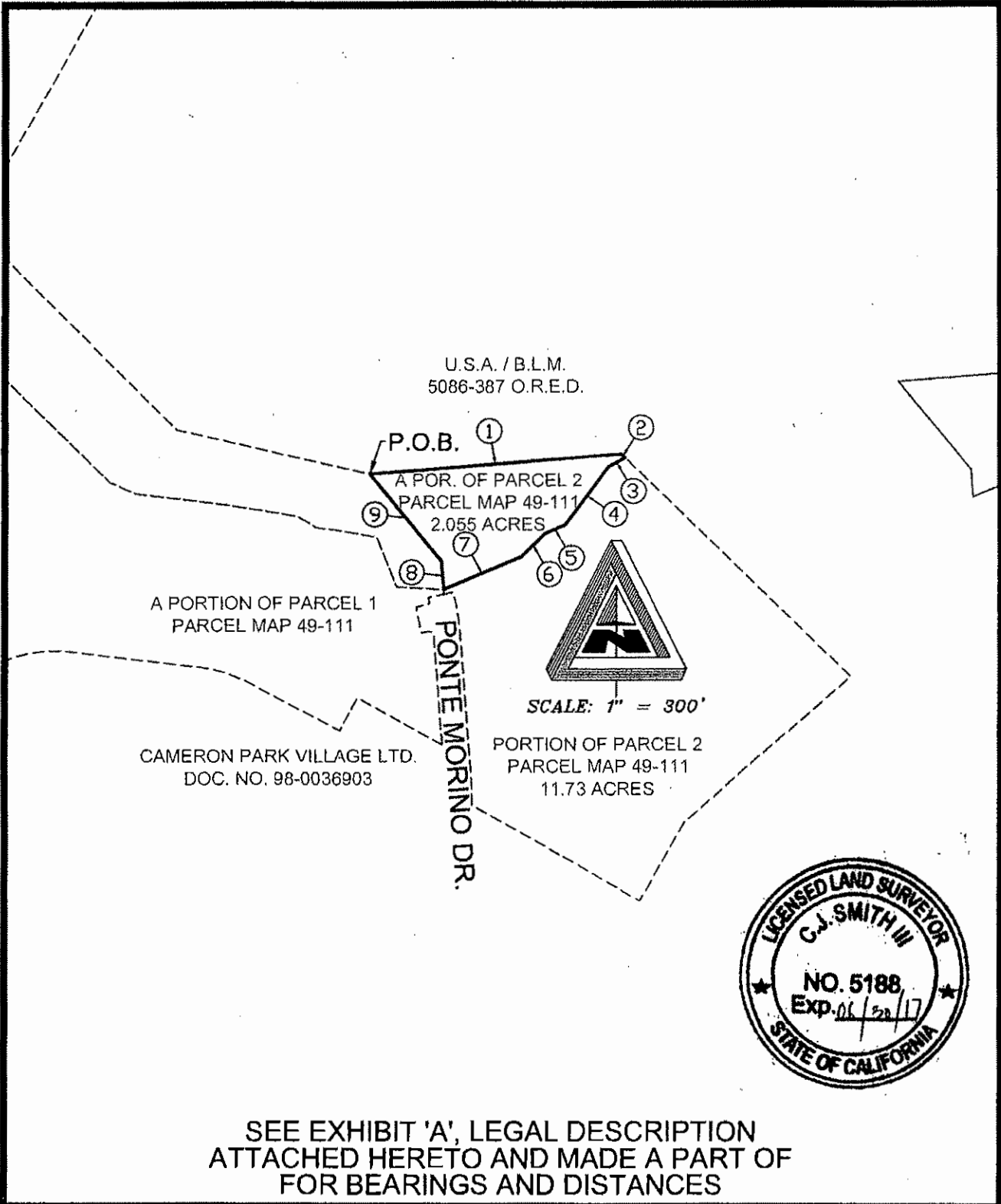
SEE THE ATTACHED PLAT LABELED EXHIBIT 'B', SHEET 2 OF 2, AND MADE A PART HEREOF FOR DELINEATION OF THE HEREINABOVE DESCRIBED PARCEL

This real property description was prepared by UNICO Engineering, Inc., under the direction of C. J. Smith III, P.L.S. 5188, in conformance with the Professional Land Surveyor's Act.

Dated: DEC. 30, 2015

  
C. J. Smith III, P.L.S. 5188  
Reg. Exp. Date: 06/30/2017  
A Portion of APN 083-350-055





SEE EXHIBIT 'A', LEGAL DESCRIPTION  
 ATTACHED HERETO AND MADE A PART OF  
 FOR BEARINGS AND DISTANCES

**UNICO**  
 ENGINEERING

110 Blue Ravine Road, Suite 101 -- Folsom, CA 95630

**EXHIBIT B**

SHEET 2 OF 2

12/31/2015, 20150060906



El Dorado, County Recorder  
William Schultz Co Recorder Office  
**DOC- 2015-0060907-00**

Check Number 101417711  
Thursday, DEC 31, 2015 10:00:58  
Ttl Pd \$53.00 Rept # 0001735797  
MMP/C1/1-6

RECORDING REQUESTED BY:  
Chicago Title Insurance Company  
Escrow No.: *FSJP-6061500361*

WHEN RECORDED PLEASE MAIL TO:

BUREAU OF LAND MANAGEMENT  
Mother Lode Field Office  
ATTN: Heather Daniels  
5152 Hillside Circle  
El Dorado Hills, California 95762

DOCUMENTARY TRANSFER TAX: None  
(This conveyance is exempt from any  
documentary transfer tax per California  
Revenue and Taxation Code Section 11922)

PRELIMINARY CHANGE OF  
OWNERSHIP REPORT:  
This transfer is exempt from the  
requirements of Revenue and Taxation  
Code Section 480.3 pursuant to Section  
5081 et seq., since the property is  
transferred to the United States  
of America.

Portion of APN 083-350-55-100

CACA 055807

**GRANT DEED**

WHEREAS, Grantor, CPSL SPE LLC, a Delaware Limited Liability Company, will donate to the BLM, and WHEREAS the BLM will acquire these lands consistent with section 205 of the Federal Land Policy and Management Act (43 U.S.C. § 1715), and WHEREAS BLM will administer these lands as public lands within the Pine Hill Preserve consistent with the Federal Land Policy and Management Act (43 U.S.C. § 1701 et seq.);

THEREFORE, for and in consideration as a donation to the United States to be managed as public lands within the Pine Hill Preserve,

**CPSL SPE LLC, A DELAWARE LIMITED LIABILITY COMPANY**

hereinafter called Grantor, does hereby grant, bargain, sell and convey to the **UNITED STATES OF AMERICA and its assigns**, acting under the authority of Section 205 of the Federal Land Policy and Management Act (43 U.S.C. § 1715) fee interest in all of the real property situated in the County of El Dorado, State of California, described as follows:

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART  
HEREOF FOR FULL LEGAL DESCRIPTION

The parcel of land to which the above description applies contains 20.935 acres, more or less.

**SUBJECT** to existing rights-of-way, of record or in use, for roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons and pipelines, on, over and across said tracts.

**TO HAVE AND TO HOLD** the above granted and described premises, together with all tenements, hereditaments, and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues, or profits thereof, unto the UNITED STATES OF AMERICA and its assigns.

The acquiring Federal agency is the **Department of the Interior, Bureau of Land Management.**

**IN WITNESS WHEREOF**, Grantor has executed this instrument this 29<sup>th</sup> day of December, 2015.

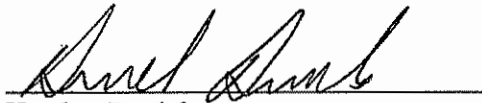
CPSL SPE LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: CAMERON PARK SENIOR LIVING, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY,

SOLE MEMBER

By:   
ERIK N. PILEGAARD, MANAGER

This deed accurately describes the real property being acquired:

  
Heather Daniels  
Realty Specialist, Mother Lode Field Office  
Bureau of Land Management

This is to certify that the interest in real property conveyed by this Grant Deed is accepted by the United States Department of the Interior, Bureau of Land Management, a governmental agency, subject to approval of title by the Department of Justice. The United States of America hereby consents to recordation of this document, by order of its duly authorized officer shown below.

  
Mother Lode Field Manager  
Bureau of Land Management



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

State of CALIFORNIA

County of PLACER

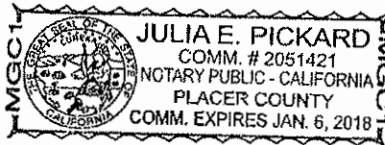
On DECEMBER 29, 2015 before me, JULIA E. PICKARD, Notary Public, personally appeared ERIK N. PILEGAARD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Julia E. Pickard  
Signature

(Seal)



## **EXHIBIT A**

### **BOUNDARY LINE ADJUSTMENT PARCEL, BEING A PORTION OF PARCEL 1 OF PARCEL MAP BOOK 49 AT PAGE 111**

All that certain real property located in the State of California, County of El Dorado, being a portion of the Northeast Quarter of Section 3, Township 9 North, Range 9 East, M.D.M., being a portion of Parcel 1 as shown and so designated on that certain Parcel Map that filed for record in the Office of the El Dorado County Recorder on December 28, 2006, in Book 49 of Parcel Maps, at Page 111, more particularly described as follows:

BEGINNING at a point on the easterly line of Lot No. 282 in Cameron Park North Unit No. 6, Subdivision Map Book D at Page 80, which is identical with the southwesterly line of Parcel 1 of Parcel Map Book 49 at Page 111, from which point the most southeasterly corner of the aforesaid Lot 282, marked by a three-quarter (3/4") inch iron rod, bears South 11°38'21" East a distance of 16.69 feet; Thence around the perimeter of the herein described parcel the following thirty (30) courses as said courses are delineated and so labeled on Exhibit B attached hereto; (1.) thence along the aforesaid easterly line of Cameron Park North Unit No. 6 and the easterly lines of said Lot 282 and Lot 281 thereof, North 11°38'21" West a distance of 183.77 feet to the most northerly corner of Lot 281 marked by a 2" capped iron pipe stamped "RCE 8850"; (2.) thence along the northerly boundary lines of said Lot 281 South 89°26'19" West a distance of 99.65 feet to a similar pipe; (3.) thence South 48°10'28" West a distance of 127.10 feet to a similar pipe marking the most westerly corner of said Lot 281 and being a point on the easterly right of way line of Valerio Drive; (4.) thence along said easterly right of way line on the arc of a 625.00 foot radius curve to the left through a central angle of 07°11'57" with an arc length of 78.53 feet, said curve being subtended by a chord bearing North 26°32'34" West a distance of 78.48 feet; (5.) thence continuing along the easterly boundary of said Cameron Park North, Unit No. 6, North 47°49'34" East a distance of 569.97 feet to a similar pipe marking the most easterly corner of Lot 259; (6.) thence continuing along the easterly boundary North 16°11'04" West a distance of 338.67 feet to a 3/4" capped iron pipe stamped "L.S. 4663-2006" marking the most northerly corner of Lot 257, at a point on the southerly right of way line of Este Vista Drive; (7.) thence North 14°05'34" West a distance of 50.00 feet to a similar pipe set on northerly right of way line of said Este Vista Drive and the most southerly line of Lot 186, (8.) thence along the southerly boundary of said Lot 186 on the arc of a 250.00 foot radius curve to the left through a central angle of 18°43'20" with an arc length of 81.69 feet, said arc being subtended by a chord bearing North 66°03'40" East a distance of 81.33 feet to a 2" capped iron pipe stamped "RCE 8850" marking the most easterly corner of Lot 186; thence leaving the aforesaid easterly line of Cameron Park North Unit No. 6, and along the northerly boundary lines of Parcel 1 of the aforesaid Parcel Map the following seven courses, (9.) through (15.); (9.) North 48°07'50" East a distance of 486.54 feet to a 3/4" capped iron pipe stamped "LS 4663-2006"; (10.) South 60°28'30" East a distance of 225.25 feet to a similar pipe; (11.) South 25°18'30" East a

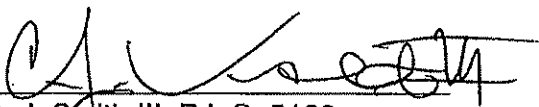
distance of 367.25 feet similar pipe; (12.) South 29°55'00" West a distance of 749.92 feet to a similar pipe; (13.) South 44°45'15" East a distance of 659.03 feet to a similar pipe; (14.) South 76°50'00" East a distance of 447.77 feet to a similar pipe set at the most northerly point on the line common to the aforesaid Parcel 1 and Parcel 2 of the aforesaid Parcel Map 49-111; (15.) thence along said common line South 39°12'26" East a distance of 257.96 feet to a similar pipe; (16.) then continuing along said common line South 04°24'24" East a distance of 64.89 feet; (17.) thence leaving said common line North 86°28'07" West a distance of 107.81 feet; (18.) thence North 21°39'42" West a distance of 121.88 feet; (19.) thence North 79°50'46" West a distance of 92.79 feet; (20.) thence North 83°04'37" West a distance of 39.28 feet; (21.) thence along the arc of a 27.00 foot radius tangent curve to the right, through a central angle of 25°23'54" with an arc length of 11.97 feet, said curve being subtended by a chord bearing North 70°22'40" West with a chord length of 11.87 feet; (22.) thence North 57°40'43" West a distance of 32.28 feet; (23.) to the beginning of a 51.00 foot radius tangent curve to the left, through a central angle of 22°59'28" with an arc length of 20.47 feet, said curve being subtended by a chord bearing North 69°10'27" West with a chord length of 20.33 feet; (24.) thence North 80°40'11" West a distance of 150.29 feet; (25.) thence North 83°04'37" West a distance of 201.50 feet, (26.) to the beginning of a 47.00 foot radius tangent curve to the right, through a central angle of 17°44'13" with an arc length of 14.55 feet, said curve being subtended by a chord bearing North 74°12'30" West with a chord length of 14.49 feet; (27.) thence North 65°20'26" West a distance of 57.57 feet; (28.) thence North 45°00'01" West a distance of 597.38 feet; (29.) thence North 74°47'04" West a distance of 115.85 feet; (30.) thence South 78°25'34" West a distance of 248.89 feet to the Point of Beginning, containing 20.935 acres, more or less.

End of Description

SEE THE ATTACHED PLAT LABELED EXHIBIT 'B', SHEET 3 OF 3, AND MADE A PART HEREOF FOR DELINEATION OF THE HEREINABOVE DESCRIBED PARCEL

This real property description was prepared by UNICO Engineering, Inc., under the direction of C. J. Smith III, P.L.S. 5188, in conformance with the Professional Land Surveyor's Act.

Dated: DEC. 30, 2015

  
C. J. Smith III, P.L.S. 5188  
Reg. Exp. Date: 06/30/2017  
A Portion of A.P.N. 083-350-053





CAMERON PARK NORTH  
UNIT NO. 6  
SUBD. MAP  
D-80

A PORTION OF  
PARCEL 1  
PARCEL MAP 49-111  
20.935 ACRES



SCALE: 1" = 300'  
U.S.A. / B.L.M.  
5086-387 O.R.E.D.

CAMERON PARK NORTH  
UNIT NO. 6  
SUBD. MAP  
D-80

A PORTION OF PARCEL 1  
PARCEL MAP 49-111

A PORTION OF  
PARCEL 2  
PARCEL MAP  
49-111

LOT 1  
SUBD. G-39

CAMERON PARK VILLAGE LTD.  
DOC. NO. 98-0036903

A PORTION OF  
PARCEL 2  
PARCEL MAP 49-111

PONTE MORINO DR.

SEE EXHIBIT 'A', LEGAL DESCRIPTION  
ATTACHED HERETO AND MADE A PART OF  
FOR BEARINGS AND DISTANCES



110 Blue Ravine Road, Suite 101 --- Folsom, CA 95630

EXHIBIT B

SHEET 3 OF 3

12/31/2015, 20150060907



El Dorado, County Recorder  
 William Schultz Co Recorder Office  
**DOC- 2015-0060908-00**

Check Number 101417711  
 Thursday, DEC 31, 2015 10:00:58  
 Ttl Pd \$50.00 Rcpt # 0001735804  
 MMP/C1/1-5

RECORDING REQUESTED BY:  
 Chicago Title Insurance Company  
 Escrow No.: *FS JP-4001500301*

WHEN RECORDED PLEASE MAIL TO:

BUREAU OF LAND MANAGEMENT  
 Mother Lode Field Office  
 ATTN: Heather Daniels  
 5152 Hillside Circle  
 El Dorado Hills, California 95762

DOCUMENTARY TRANSFER TAX: None  
 (This conveyance is exempt from any  
 documentary transfer tax per California  
 Revenue and Taxation Code Section 11922)

PRELIMINARY CHANGE OF  
 OWNERSHIP REPORT:  
 This transfer is exempt from the  
 requirements of Revenue and Taxation  
 Code Section 480.3 pursuant to Section  
 5081 et seq., since the property is  
 transferred to the United States  
 of America.

Portion of APN 083-350-53-100

CACA 055807

**GRANT DEED**

WHEREAS, Grantor, CPSL SPE LLC, a Delaware Limited Liability Company, will donate to the BLM, and WHEREAS the BLM will acquire these lands consistent with section 205 of the Federal Land Policy and Management Act (43 U.S.C. § 1715), and WHEREAS BLM will administer these lands as public lands within the Pine Hill Preserve consistent with the Federal Land Policy and Management Act (43 U.S.C. § 1701 et seq.);

THEREFORE, for and in consideration as a donation to the United States to be managed as public lands within the Pine Hill Preserve,

**CPSL SPE LLC, a Delaware Limited Liability Company**

hereinafter called Grantor, does hereby grant, bargain, sell and convey to the **UNITED STATES OF AMERICA and its assigns**, acting under the authority of Section 205 of the Federal Land Policy and Management Act (43 U.S.C. § 1715) fee interest in all of the real property situated in the County of El Dorado, State of California, described as follows:

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART  
 HEREOF FOR FULL LEGAL DESCRIPTION

The parcels of land to which the above description applies contain 2.055 acres, more or less.

**SUBJECT** to existing rights-of-way, of record or in use, for roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons and pipelines, on, over and across said tracts.

**TO HAVE AND TO HOLD** the above granted and described premises, together with all tenements, hereditaments, and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues, or profits thereof, unto the UNITED STATES OF AMERICA and its assigns.

The acquiring Federal agency is the **Department of the Interior, Bureau of Land Management**.

**IN WITNESS WHEREOF**, Grantor has executed this instrument this 29<sup>th</sup> day of December, 2015.

CPSL SPE LLC, A DELAWARE LIMITED LIABILITY COMPANY

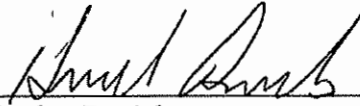
BY: CAMERON PARK SENIOR LIVING, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY,

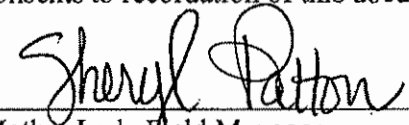
SOLE MEMBER

By:   
ERIK N. PILEGAARD, MANAGER

This deed accurately describes the real property being acquired:

  
Heather Daniels  
Realty Specialist, Mother Lode Field Office  
Bureau of Land Management

This is to certify that the interest in real property conveyed by this Grant Deed is accepted by the United States Department of the Interior, Bureau of Land Management, a governmental agency, subject to approval of title by the Department of Justice. The United States of America hereby consents to recordation of this document, by order of its duly authorized officer shown below.

  
Mother Lode Field Manager  
Bureau of Land Management

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

State of CALIFORNIA

County of PLACER

On DECEMBER 29, 2015 before me, JULIA E. PICKARD, Notary Public, personally appeared ERIK N. PILEGAARD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Julia E. Pickard*

Signature

(Seal)



**EXHIBIT A**  
**BOUNDARY LINE ADJUSTMENT PARCEL, BEING A PORTION OF PARCEL 2 OF**  
**PARCEL MAP BOOK 49 AT PAGE 111, TO B.L.M.**

All that certain real property located in the State of California, County of El Dorado, being a portion of the Northeast Quarter of Section 3, and the Northwest Quarter of Section 2, both lying in Township 9 North, Range 9 East, M.D.M., and being a portion of Parcel 2 as shown and so designated on that certain Parcel Map that filed for record in the Office of the El Dorado County Recorder on December 28, 2006, in Book 49 of Parcel Maps, at Page 111, more particularly described as follows:

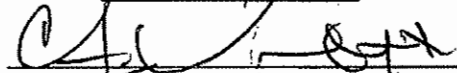
BEGINNING at a ¾" capped iron pipe stamped "LS 4663-2006" marking the most Northerly point on the common boundary line of Parcel 1 and Parcel 2 as they are delineated and so labeled on the above mentioned Parcel Map and thence around the perimeter of the herein described parcel the following nine (9) courses as said courses are delineated and labeled on Exhibit B attached hereto; (1.) thence leaving said common boundary line and along the Northerly boundary line of the aforesaid Parcel 2, North 85°23'10" East a distance of 571.85 feet to a similar pipe; (2.) thence continuing along said northerly boundary line South 45°24'40" East a distance of 13.60 feet; (3.) thence leaving the aforesaid northerly boundary line South 61°45'16" West a distance of 43.56 feet; (4.) thence South 36°19'50" West a distance of 164.87 feet; (5.) thence South 66°40'27" West a distance of 50.20 feet; (6.) thence South 45°14'44" West a distance of 76.70 feet; (7.) thence South 67°09'29" West a distance of 189.91 feet to a point on the aforesaid common boundary line; (8.) thence along said common boundary line North 04°24'24" West a distance of 64.89 feet to a similar pipe marking an angle point on said common boundary line; (9.) thence continuing along said common boundary line North 39°12'26" West a distance of 257.96 feet to the Point of Beginning, containing 2.055 acres, more or less.

End of Description

SEE THE ATTACHED PLAT LABELED EXHIBIT 'B', SHEET 2 OF 2, AND MADE A PART HEREOF FOR DELINEATION OF THE HEREINABOVE DESCRIBED PARCEL

This real property description was prepared by UNICO Engineering, Inc., under the direction of C. J. Smith III, P.L.S. 5188, in conformance with the Professional Land Surveyor's Act.

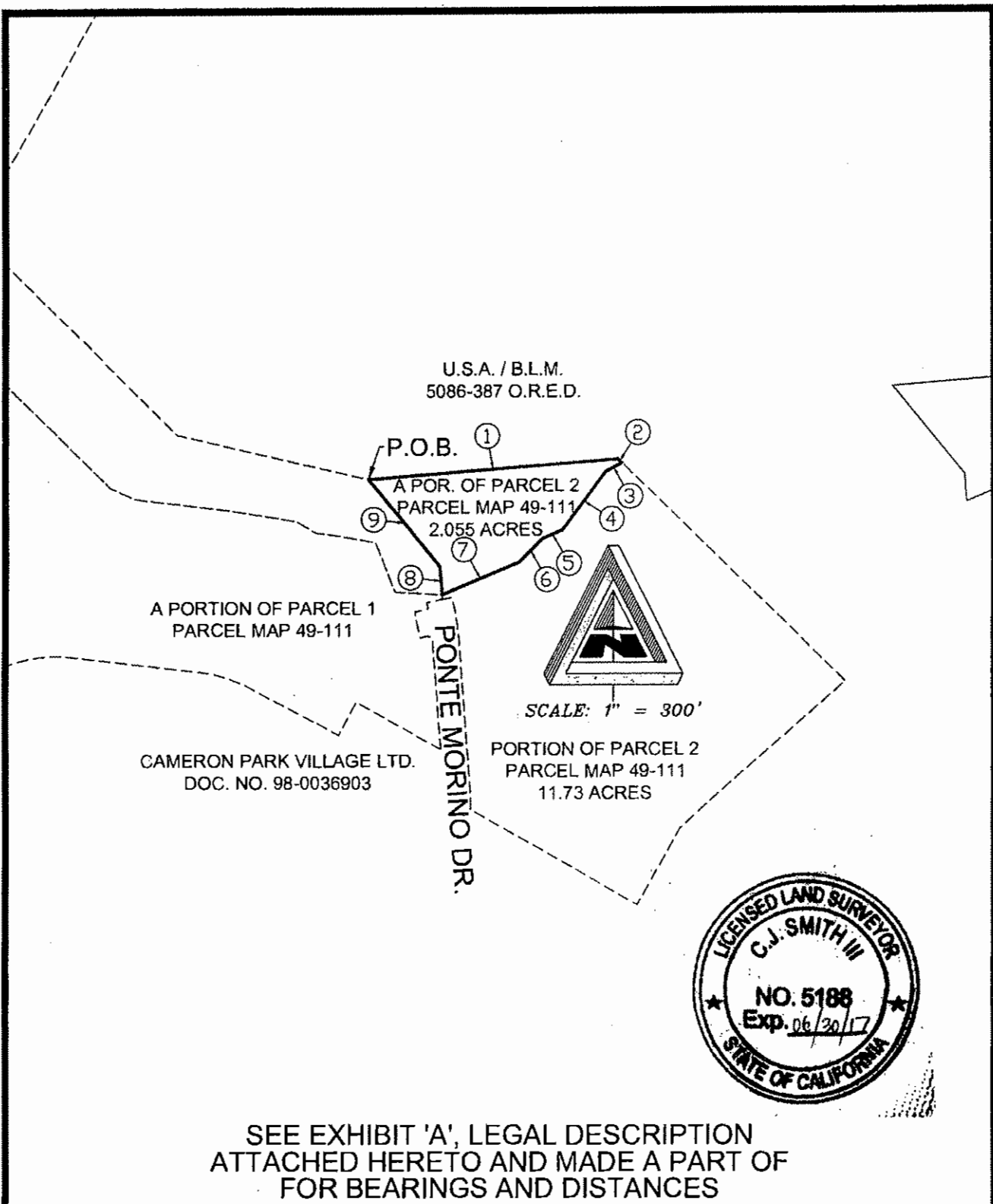
Dated: DEC. 30, 2015

  
C. J. Smith III, P.L.S. 5188  
Reg. Exp. Date: 06/30/2017  
A Portion of APN 083-350-055



1 OF 2





SEE EXHIBIT 'A', LEGAL DESCRIPTION  
 ATTACHED HERETO AND MADE A PART OF  
 FOR BEARINGS AND DISTANCES

 110 Blue Ravine Road, Suite 101 --- Folsom, CA 95630	<h1>EXHIBIT B</h1>	SHEET 2 OF 2
---	--------------------	--------------

12/31/2015, 20150060908

35/14  
 35/14  
 35/14


# h/1/35 RECORD OF SURVEY

PORTIONS OF LOTS 1 AND 2 OF  
 PARCEL MAP 49-111, BEING A  
 PORTION OF THE N.E. 1/4 OF  
 SEC. 3 AND THE N.W. OF SEC. 2,  
 ALL IN T. 9 N., R. 9 E., M.D.M.  
 STATE OF CALIFORNIA, COUNTY OF EL DORADO  
 SHEET 1 OF 2 DECEMBER 2015

**UNICO**  
 ENGINEERING  
 110 Blue Ravine Road, Suite 101 - Folsom, CA 95630


- LEGEND:**
- COMPUTATION POINT ONLY
  - FOUND 3/4" C.I.P. STAMPED: "LS 4663 2006"
  - ⊙ FOUND 1 1/2" C.I.P. STAMPED: "LS 4663 2006"
  - ⊗ FOUND 5/8" REBAR W/1-1/2" ALUM. CAP STAMPED: "LS 4434-1990"
  - ⊕ FOUND 3/4" C.I.P. STAMPED: "LS 5189"
  - ⊖ FOUND 1 1/2" C.I.P. STAMPED "ICE 3850" UNLESS OTHERWISE NOTED HEREON
  - SET 3/4" C.I.P. STAMPED: "P.L.S. 5188-2015"

**SURVEYOR'S STATEMENT:**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF ERIK PILEGAARD, IN OCTOBER, 2014.

DATED: DEC. 30, 2015  
  
 C. J. SMITH III L.S. 5188

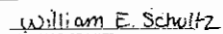
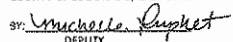


**COUNTY SURVEYOR'S STATEMENT:**  
 THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYOR'S ACT THIS 31<sup>ST</sup> DAY OF DEC., 2015.

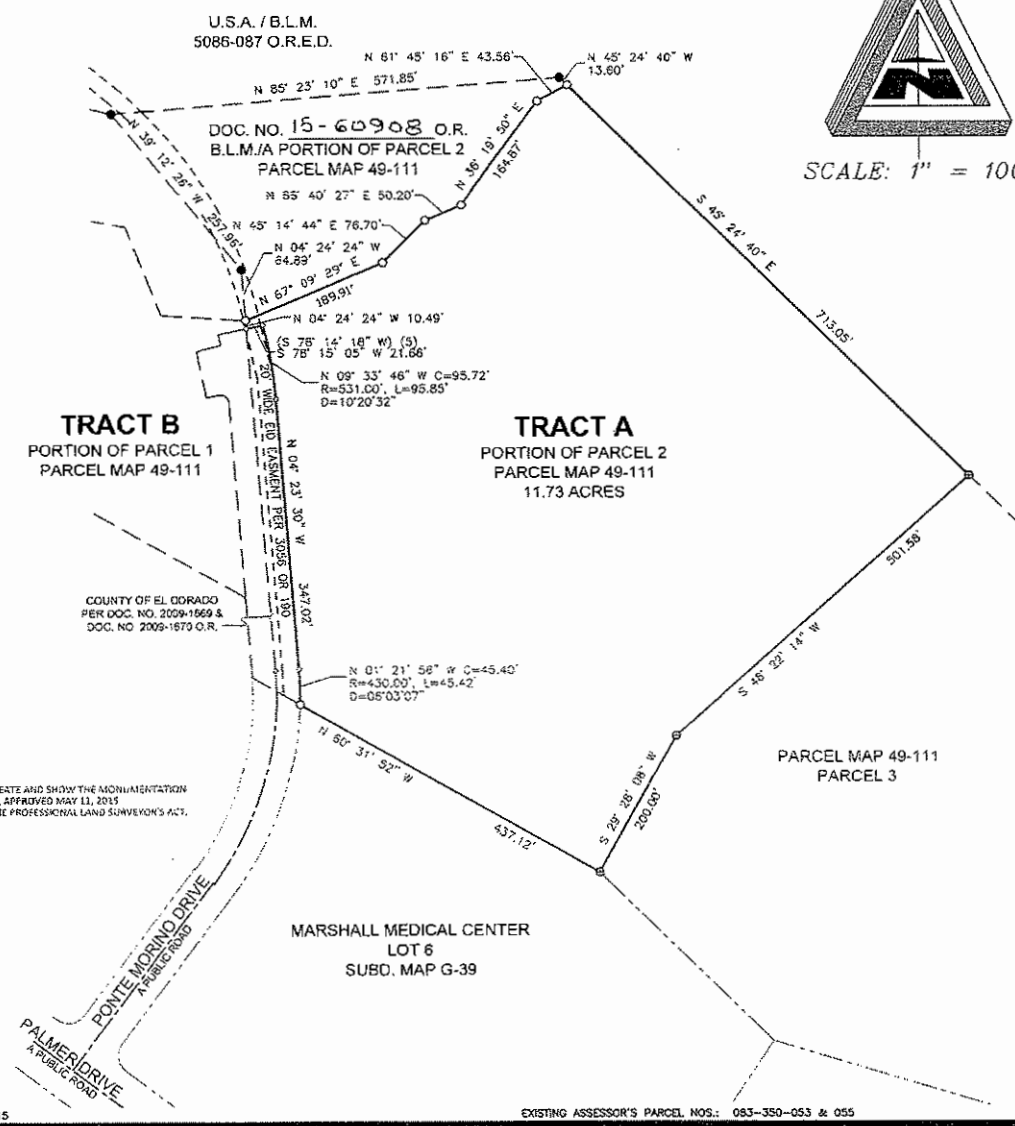
  
 RICHARD L. BRINER L.S. 5284  
 COUNTY SURVEYOR  
 COUNTY OF EL DORADO, CALIFORNIA

BY:  
 PHILIP R. MOSSBACHER L.S. 7189  
 DEPUTY SURVEYOR  
 COUNTY OF EL DORADO, CALIFORNIA



**COUNTY RECORDER'S STATEMENT:**  
 FILED THIS 31 DAY OF December, 2015, AT 10:00:58 IN  
 BOOK 35 OF RECORD OF SURVEYS AT PAGE 14 AT THE REQUEST OF ERIK PILEGAARD.  
 DOCUMENT NO. 2015-60909  
  
 WILLIAM F. SCHULTZ  
 COUNTY RECORDER, CLERK  
 COUNTY OF EL DORADO, CALIFORNIA  
 BY:   
 MICHELLE DUPKET  
 DEPUTY

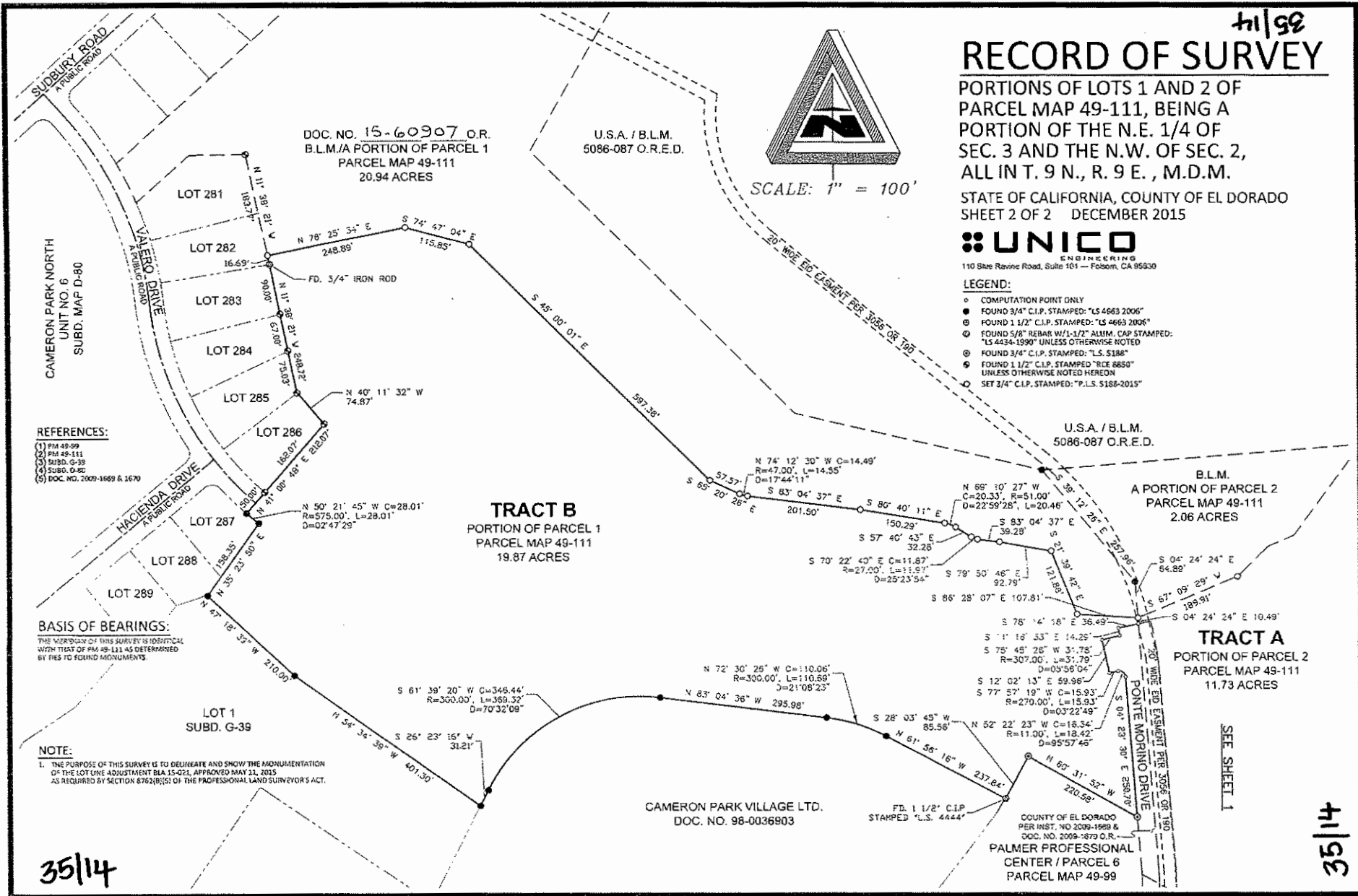
35/14



- REFERENCES:**
- (1) PM 49-09
  - (2) PM 49-111
  - (3) SUBO. G-39
  - (4) SUBO. D-92
  - (5) DOC. NO. 2009-1669 & 1670

**BASIS OF BEARINGS:**  
 THE MERIDIAN OF THIS SURVEY IS IDENTICAL WITH THAT OF PM 49-111 AS DETERMINED BY TIES TO FOUND MONUMENTS.

**NOTE:**  
 1. THE PURPOSE OF THIS SURVEY IS TO DELINEATE AND SHOW THE MONUMENTATION OF THE LOT LINE ADJUSTMENT BLA 15-021, APPROVED MAY 11, 2015 AS REQUIRED BY SECTION 8762(B)(1) OF THE PROFESSIONAL LAND SURVEYOR'S ACT.



# RECORD OF SURVEY

PORTIONS OF LOTS 1 AND 2 OF PARCEL MAP 49-111, BEING A PORTION OF THE N.E. 1/4 OF SEC. 3 AND THE N.W. OF SEC. 2, ALL IN T. 9 N., R. 9 E., M.D.M.

STATE OF CALIFORNIA, COUNTY OF EL DORADO  
 SHEET 2 OF 2 DECEMBER 2015

**UNICO**  
 ENGINEERING  
 110 Shore Ravine Road, Suite 101 - Folsom, CA 95630

- LEGEND:**
- COMPUTATION POINT ONLY
  - FOUND 3/4" C.I.P. STAMPED: "LS 4663 2006"
  - FOUND 1 1/2" C.I.P. STAMPED: "LS 4663 2006"
  - FOUND 5/8" REBAR W/1-1/2" ALUM. CAP STAMPED: "LS 4434-1990" UNLESS OTHERWISE NOTED
  - FOUND 3/4" C.I.P. STAMPED: "LS 5186"
  - FOUND 1 1/2" C.I.P. STAMPED "ICE 8850" UNLESS OTHERWISE NOTED HEREON
  - SET 3/4" C.I.P. STAMPED: "P.L.S. 5186-2015"

- REFERENCES:**
- PM 49-99
  - PM 49-111
  - SUBD. G-39
  - SUBD. G-88
  - DOC. NO. 2009-1869 & 1670

**BASIS OF BEARINGS:**  
 THE VERSION OF THIS SURVEY IS IDENTICAL WITH THAT OF PM 49-111 AS DETERMINED BY TIES TO FOUND MONUMENTS.

**NOTE:**  
 1. THE PURPOSE OF THIS SURVEY IS TO DELINEATE AND SHOW THE MONUMENTATION OF THE LOT LINE ADJUSTMENT B.L.A. 15-021, APPROVED MAY 11, 2015 AS REQUIRED BY SECTION 8762(B)(5) OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

1 SCHARFF, BRADY & VINDING  
MICHAEL V. BRADY, 146370  
2 mbrady@scharff.us  
3 400 Capitol Mall, Suite 2640  
4 Sacramento, California 95814  
5 Telephone: (916) 446-3400  
6 Facsimile: (916) 446-7159

7 Attorneys for Respondents/Defendants  
8 COUNTY OF EL DORADO et al.

9 REMY, THOMAS, MOOSE and MANLEY, LLP  
10 ANDREA K. LEISY, 206681  
11 aleisy@rtmmlaw.com  
12 LAURA M. HARRIS, 246064  
lharris@rtmmlaw.com  
13 455 Capitol Mall, Suite 210  
14 Sacramento, California 95814  
15 Telephone: (916) 443-2745  
16 Facsimile: (916) 443-9017

17 Attorneys for Real Parties in Interest  
18 CAMERON PARK VENTURES, LLC et al.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA

20 IN AND FOR THE COUNTY OF EL DORADO

21 CALIFORNIA NATIVE PLANT SOCIETY;  
22 CENTER FOR SIERRA NEVADA  
23 CONSERVATION,

24 Petitioners/Plaintiffs,

25 v.

26 COUNTY OF EL DORADO; BOARD OF  
27 SUPERVISORS OF EL DORADO COUNTY et al.,  
28 Respondent/Defendant.

29 CAMERON PARK VENTURES, LLC; PACIFIC  
30 OAK DEVELOPMENT, INC.; ERIK PILEGAARD  
31 et al.,

32 Real Parties in Interest.

) CASE NO. PC20070021

)  
) STIPULATION AND [PROPOSED]  
) ORDER TO RETAIN JURISDICTION  
) TO ENFORCE SETTLEMENT  
) BETWEEN PARTIES PURSUANT TO  
) CODE OF CIVIL PROCEDURE § 664.6  
) AND TO DISMISS ACTION

) Judge Assigned for All Purposes:  
) Hon. Steven C. Bailey

) Filing Date of Action: Nov. 16, 2006

1 Respondent and Defendant County of El Dorado et al. ("Respondent"), Real  
2 Parties in Interest Cameron Park Ventures et al. ("Real Parties"), and Petitioners  
3 California Native Plant Society et al. ("Petitioners") (collectively "Parties"), have  
4 entered into a Litigation Settlement Agreement and Release (the "Agreement"), a  
5 copy of which is attached hereto as Exhibit 1. The Agreement includes terms  
6 anticipating that the trial court enter an order reserving jurisdiction to enforce the  
7 Agreement pursuant to C.C.P. § 664.6. The Court is authorized to reserve  
8 jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6 upon written  
9 request of the parties as provided in *Wackeen v. Malis* (2002) 97 Cal.App.4th 429,  
10 439-441.

11  
12 THEREFORE, it is hereby STIPULATED by the Parties that, and Petitioner  
13 and Respondents hereby jointly request that, this Court reserve jurisdiction to  
14 enforce the Litigation Settlement Agreement pursuant to C.C.P. § 664.6 and this  
15 written stipulation of the parties, and dismiss this action.

16 **IT IS SO STIPULATED:**

17 Dated: October 12, 2010

Respectfully submitted,

18 SCHARFF, BRADY & VINDING

19  
20 By: 

MICHAEL V. BRADY

Attorney for Respondents/Defendants  
COUNTY OF EL DORADO

21  
22  
23  
24 Dated: October 4, 2010

REMY, THOMAS, MOOSE AND MANLEY, LLP

25 By: 

ANDREA K. LEISY

Attorney for Real Parties in Interest  
CAMERON PARK VENTURES et al.

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Dated: October 4, 2010

LAW OFFICES OF MICHAEL GRAF

By: Michael G  
MICHAEL GRAF

Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: October \_\_, 2010

KENYON YEATES, LLP

By: \_\_\_\_\_  
WILLIAM YEATES

Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

**THEREFORE, IT IS ORDERED THAT:**

1. The Court will retain jurisdiction to enforce the attached Settlement Agreement until performance in full of the terms therein; and
2. The action is dismissed with prejudice.

DATED: \_\_\_\_\_  
Hon. Steven C. Bailey  
Judge of the Superior Court

1 Dated: October \_\_, 2010

LAW OFFICES OF MICHAEL GRAF

2

3

By: \_\_\_\_\_

MICHAEL GRAF  
Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

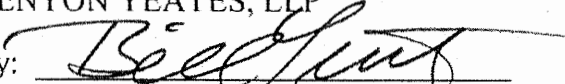
4

5

6

7 Dated: October 4, 2010

KENYON YEATES, LLP

By: 

WILLIAM YEATES  
Attorney for CALIFORNIA NATIVE PLANT  
SOCIETY & CENTER FOR SIERRA NEVADA  
CONSERVATION

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**THEREFORE, IT IS ORDERED THAT:**

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14

1. The Court will retain jurisdiction to enforce the attached Settlement

15

Agreement until performance in full of the terms therein; and

16

2. The action is dismissed with prejudice.

17

18

DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Steven C. Bailey  
Judge of the Superior Court

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28

## SETTLEMENT AGREEMENT

THIS AGREEMENT TO SETTLE ONGOING LITIGATION (the "Agreement") is entered into as of October 19, 2010, by and between Petitioners CALIFORNIA NATIVE PLANT SOCIETY ("CNPS") and CENTER FOR SIERRA NEVADA CONSERVATION (together "Petitioners"); and the following parties (collectively referred to as "Respondents"): the COUNTY OF EL DORADO (the "County"); CAMERON PARK VENTURES ("CPV"), PACIFIC OAK DEVELOPMENT, and ERIK PILEGAARD, in *CNPS v. County of El Dorado et al* (2009) 170 Cal.App.4th 1026 (El Dorado County Superior Court Number PC20070021). This Settlement Agreement shall be effective on and after the date all Parties, or their authorized representatives, sign it (the "Effective Date"). Petitioners, County and CPV are sometimes referred to collectively below as the "Parties."

### RECITALS

A. On October 17, 2006, the County Board of Supervisors approved the Congregate Care Facility Project ("Project") pursuant to a mitigated negative declaration ("MND") under the California Environmental Quality Act ("CEQA").

B. On January 12, 2007, Petitioners filed a Petition for Writ of Mandate in the El Dorado Superior Court requesting that the Court set aside the County's approval of the Project as unlawful under CEQA. On August 2008, the Superior Court denied Petitioners' Petition.

C. On January 28, 2009, the Third District Court of Appeal reversed the trial court's denial of the Petition and issued a ruling requiring the trial court to issue a writ directing the County to prepare an environmental impact report ("EIR") under CEQA due to the potentially significant impacts of the project on rare and endangered plants and their habitat located on the project site.

D. The Project has since been fully built out and is occupied by seniors.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference, and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, IT IS HEREBY AGREED as follows:



1. Dedication of Land.

Upon the Effective Date of the Agreement (defined below) CPV agrees to provide an irrevocable offer to dedicate in perpetuity approximately 23 acres of land, as shown in Exhibit 1 (and including approximately 2 acres previously required for mitigation of the Project), to the conservation of the rare plant species and their habitats that are endemic to the gabbro soils in El Dorado County. The title of the property is to be conveyed to the United States Bureau of Land Management ("BLM") for inclusion in the Pine Hill Preserve for the stated purposes of plant conservation. In the event that BLM is unable to take title or to do so in a timely fashion, the property will be transferred to a successor acceptable to both CNPS and the County. CPV agrees to bear the expenses of the land surveying fee and title cost to transfer via grant deed. On or before the transfer described above or the payment of fees, CNPS agrees to cooperate in good faith to assist in providing proof of donation needed for tax purposes. The County agrees to process the required approvals for the dedication of land in a prompt and timely manner, assuming timely receipt of all relevant submissions. The County agrees to pay CPV \$135,000, in a check made payable to "Cameron Park Ventures" from the County's Rare Plant Mitigation Account. This amount reflects the amount of in-lieu fees that CPV paid previously for the project. Reimbursement of this amount is based on the fact that, but for the reimbursement, CPV would not be able to provide the above-referenced irrevocable offer to dedicate 23 acres to the conservation of the rare plant species and their habitats that are endemic to the gabbro soils in El Dorado County. Donation of 23 acres is in excess of the amount of in-lieu fees that the County would have required for the project. The County will make payment as soon as practicable but no later than 45 calendar days from the Effective Date of this Agreement.

2. Other Obligations.

a. *Dismissal of Action by CNPS.* On the Effective Date, the Action shall be deemed settled and CNPS shall execute and file a Request for Entry of Dismissal with Prejudice of Case Number PC 20070021 at the El Dorado County Superior Court. Petitioners' shall file the Request for Entry of Dismissal with Prejudice within 10 business days after occurrence of all the following events:

(1) Receipt of Notice of the Court's signing and entry of the Order submitted pursuant to paragraph 2 subsection b, below; and

(2) Receipt of Payment of attorneys' fees payment made pursuant to paragraph 2 subsection d, below.

b. *Entry of Dismissal with Prejudice.* The Entry of Dismissal with Prejudice shall have the effect of dismissing the Action against all of the Parties named in the Action.

c. *Submission of Stipulation and Proposed Order to Court.* The Parties agree to submit a proposed order reserving jurisdiction in the trial court pursuant to a Stipulation and Order substantially in the following form:

Petitioners and Respondents have entered into a Litigation Settlement Agreement and Release (the "Agreement"), a copy of which is attached hereto as Exhibit 1. The Agreement also memorializes a global settlement reached between the Parties, including provisions barring future litigation by Petitioners, including individual members, over the Ponte Palmero II project and its related environmental document as described in subsection f below and provided the County decides to approve the project.

The Agreement includes terms anticipating that the trial court enter an order reserving jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6.

The Court is authorized to reserve jurisdiction to enforce the Agreement pursuant to C.C.P. § 664.6 upon written request of the parties as provided in *Wackeen v. Malis* (2002) 97 Cal.App.4th 429, 439-441.

THEREFORE, it is hereby STIPULATED by Petitioners and Respondents that, and Petitioner and Respondents hereby jointly request that, this Court reserve jurisdiction to enforce the Litigation Settlement Agreement pursuant to C.C.P. § 664.6 and this written stipulation of the parties.

The Parties agree that it is a condition precedent to the effectiveness of the Agreement that the trial court, in response to said motion, enter an order reserving jurisdiction to enforce the Agreement pursuant to Code of Civil Procedure § 664.6.

d. *Attorney's Fees.* CPV shall pay to CNPS, within 10 business days after performance by County in paragraph 1 of payment of the \$135,000, above, \$200,000 for attorney's fees and costs incurred by CNPS in connection with the litigation and settlement of this Action. In the event that payments are made as set forth above, Petitioners waive any right to seek recovery of any additional money from Respondents, or any of them, in connection with the dismissed claims and this Agreement. Respondents shall bear their own attorneys' fees and costs.

e. *Project EIR Waived:* Pursuant to this agreement, the Parties agree that no EIR need be completed for the Congregate Care Project.

f. *Ponte Palmero II.* CPV intends to submit an application with the County for a new Ponte Palmero II project adjacent to the Congregate Care Project at issue in this litigation. (See Exhibit 2.) Ponte Palmero II includes approximately 99 beds for skilled nursing care, 65 units of assisted living and an approximately 12,000 sf clubhouse on ten acres. The parties hereby agree to the following regarding the Ponte Palermo II project:

(1) CPV agrees to propose only a private emergency access road approximately twenty feet wide to connect the new project to the existing parking area located to the southeast. The Parties agree that the County and County Fire Department have final approval over the design and location of the road.

(2) If the County decides to approve the Ponte Palmero II project, CPV agrees, within 30 days from the date of filing of the Notice of Determination and assuming no petition for writ of mandate is filed by Petitioners or any of their individual members challenging the approval under CEQA, the Planning and Zoning Law or other related statute, to provide CNPS with a second irrevocable offer to dedicate in perpetuity approximately 10.64 acres of additional land, as shown in Exhibit 2 for "Phase 2." As in paragraph 1 above, the title of the property is to be conveyed to the United States Bureau of Land Management ("BLM") for inclusion in the Pine Hill Preserve for the stated purposes of plant conservation.

(3) If neither Petitioners nor any of their individual members file a petition for writ of mandate on the Ponte Palmero/ Phase 2 project, CPV also agrees to pay CNPS, within (40) days from the date of filing of the Notice of Determination for Ponte Palmero II, \$50,000 to be used for conservation studies and/or other conservation activities at the discretion of CNPS.

(4) On or before the transfer of the additional lands or payment of the \$50,000, CNPS agrees to cooperate in good faith to assist in providing proof of donation needed for tax purposes. In the event that BLM is unable to take title or to do so in a timely fashion, the property will be transferred to a successor acceptable to both CNPS and the County. CPV agrees to bear the expenses of the land surveying fee and title cost to transfer via grant deed. The County agrees to process the required approvals for the dedication of land in a prompt and timely manner.

g. *Sole and Final Agreement.* Except as otherwise specifically provided herein, this Agreement is intended to be and is the final expression of the Agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and fully and completely extinguishes any prior understandings or agreements by or between the Parties, whether oral or written, express or implied.

h. *Warranty of Authority.* Each party warrants that the execution of this Agreement, and the covenants, representations, warranties, promises, and releases created hereunder have been duly authorized by all necessary corporate, partnership, or other necessary action and that the persons signing this agreement have full authority to do so.

i. *Mutual Cooperation.* The Parties agree to cooperate in good faith to carry out the provisions and intent of this Agreement, including the timely execution and delivery of any other documents necessary to carry out its provisions. Each of the Parties shall execute and deliver to the others all such other further instruments and documents, and take all other such actions, as may be reasonably necessary to carry out the terms and provisions of this Agreement and secure to the others the full and complete enjoyment of their respective rights and privileges hereunder. The parties agree to meet and confer in good faith to try to resolve any conflicts arising under this Agreement prior to bringing any actions in court to enforce the Agreement.

j. *Notices.* Except as otherwise specifically set forth herein, all notices or other communications specifically required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier (such as Fed Ex), or by telefacsimile with copies sent by overnight courier or U.S. Postal Service the following day, to the addresses or telefacsimile numbers set forth below. Any Party may at any time change its address or telefacsimile number for the delivery of notice upon five (5) days' written notice to the other Parties.

k. *Third Party Beneficiaries.* Nothing in this Agreement shall be construed to confer any rights or impose any obligations upon any person or entity not a Party to this Agreement.

l. *Execution in Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument, having the same force and effect as if a single original had been executed by all

Parties. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signed documents, which facsimile copies or counterparts shall be binding upon the Parties.

m. *Time of the Essence.* Time is of the essence for this Agreement.

n. *Interpretation; Governing Law.* This Agreement shall be interpreted, and the rights and the duties of the Parties shall be determined, in accordance with the laws of the State of California, as applied to contracts entered into and performed (or capable of performance) in California by California persons or entities.

o. *Headings; Cross-References.* The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents.

p. *No Duress.* This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part of, or on behalf of any of them. Each of the Parties to this Agreement has read and fully understands the meaning of each provision of this Agreement and has relied on the independent advice and representation of legal counsel in entering into this Agreement.

q. *Successors and Assigns.* The terms and conditions of this Agreement shall be binding upon and insure to the benefit of the Parties. Petitioners' rights and obligations hereunder may not be assigned.

r. *Construction.* This Agreement has been reviewed by legal counsel for all Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or application of this Agreement.

s. *Equitable Relief.* Because the amount of damages in the event of a breach of this Agreement may be difficult or impossible to determine, the obligations of the Parties shall be enforceable by specific performance or other equitable relief, in addition to any other available remedy.

///

u. *Denial of Wrongdoing and Liability.* This Agreement pertains to disputed claims and does not constitute an admission of liability by the Respondents, or any of them. Neither this Agreement nor the fact that it has been entered into shall be construed as an admission of liability nor shall anything contained within this Agreement be construed or deemed to be evidence of any admission of any liability or wrongdoing whatsoever, or of any allegation made in the Action. It is expressly understood that Respondents deny any such liability or wrongdoing.

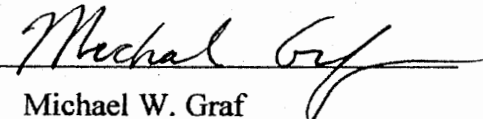
3. Effective Date. This Agreement shall become effective upon execution by all parties, or their authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date hereinafter written.

Approved as to Form:

LAW OFFICES OF MICHAEL W. GRAF

Dated: September 24, 2010

By:   
Michael W. Graf  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

KENYON YEATES, LLP

Dated: \_\_\_\_\_

By: \_\_\_\_\_

William Yeates  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

admission of liability nor shall anything contained within this Agreement be construed or deemed to be evidence of any admission of any liability or wrongdoing whatsoever, or of any allegation made in the Action. It is expressly understood that Respondents deny any such liability or wrongdoing.

3.. This Agreement may be executed in counterparts and by original or facsimile signature, each of which shall be deemed to be an original and all of which together shall be deemed to physically form one document.

4. Effective Date. This Agreement shall become effective upon execution by all parties, or their authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date hereinafter written.

Approved as to Form:

LAW OFFICES OF MICHAEL W. GRAF

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Michael W. Graf  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

Dated: 9/3/10

By: 

KENYON YEATES, LLP  
William Yeates  
Attorneys for CALIFORNIA NATIVE  
PLANT SOCIETY & CENTER FOR  
SIERRA NEVADA CONSERVATION

CALIFORNIA NATIVE PLANT SOCIETY

By:  \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: Sept 8<sup>th</sup>, 2010

By: \_\_\_\_\_

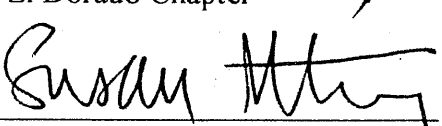
Karen Schambach, President  
CSNC



CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
El Dorado Chapter

By:  \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: Cynthia Podsiadlo

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: 9/14/10

By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: Annie Walker

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: Sept 9, 2010

By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
El Dorado Chapter

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

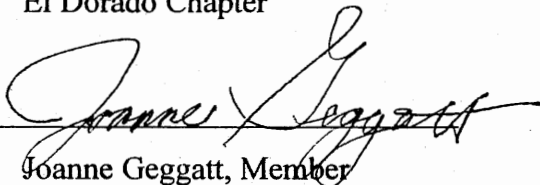
By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

  
Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: SEPTEMBER 3, 2010

By: \_\_\_\_\_

Karen Schambach, President  
CSNC

CALIFORNIA NATIVE PLANT SOCIETY

By: \_\_\_\_\_

Tara Hansen  
Executive Director  
CNPS State Organization

By: \_\_\_\_\_

Susan Britting, Conservation Chair  
El Dorado Chapter

By: \_\_\_\_\_

Cynthia Podsiadlo, President  
El Dorado Chapter

By: \_\_\_\_\_

Annie Walker, Member  
El Dorado Chapter

By: \_\_\_\_\_

Joanne Geggatt, Member  
El Dorado Chapter

CENTER FOR SIERRA NEVADA  
CONSERVATION

Dated: 9-9-10

By: Karen Schambach

Karen Schambach, President  
CSNC

COUNTY OF EL DORADO

Dated: 10/19/10

By: *Norman Santag*  
Chairman of the Board of Supervisors  
COUNTY OF EL DORADO

REMY, THOMAS, MOOSE & MANLEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Andrea K. Leisy  
Attorneys for CAMERON PARK  
VENTURES, LLC & PACIFIC OAK  
DEVELOPMENT, INC.

CAMERON PARK VENTURES, LLC;  
PACIFIC OAK DEVELOPMENT, INC.

By: \_\_\_\_\_  
Erik Pilegaard, President  
PACIFIC OAK DEVELOPMENT, INC.,  
CAMERON PARK VENTURES, LLC

COUNTY OF EL DORADO

Dated: \_\_\_\_\_

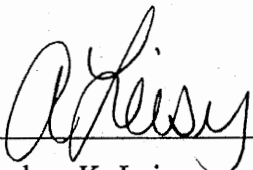
By: \_\_\_\_\_

Chairman of the Board of Supervisors  
COUNTY OF EL DORADO

REMY, THOMAS, MOOSE & MANLEY

Dated: 10/4/10

By: \_\_\_\_\_

  
Andrea K. Leisy

Attorneys for CAMERON PARK  
VENTURES, LLC & PACIFIC OAK  
DEVELOPMENT, INC.

CAMERON PARK VENTURES, LLC;  
PACIFIC OAK DEVELOPMENT, INC.

By: \_\_\_\_\_

Erik Pilegaard, President  
PACIFIC OAK DEVELOPMENT, INC.,  
CAMERON PARK VENTURES, LLC

COUNTY OF EL DORADO

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman of the Board of Supervisors  
COUNTY OF EL DORADO

REMY, THOMAS, MOOSE & MANLEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Andrea K. Leisy  
Attorneys for CAMERON PARK  
VENTURES, LLC & PACIFIC OAK  
DEVELOPMENT, INC.

CAMERON PARK VENTURES, LLC;  
PACIFIC OAK DEVELOPMENT, INC.



By:   
Erik Pilegaard, President  
PACIFIC OAK DEVELOPMENT, INC.,  
CAMERON PARK VENTURES, LLC



# Exhibit 1

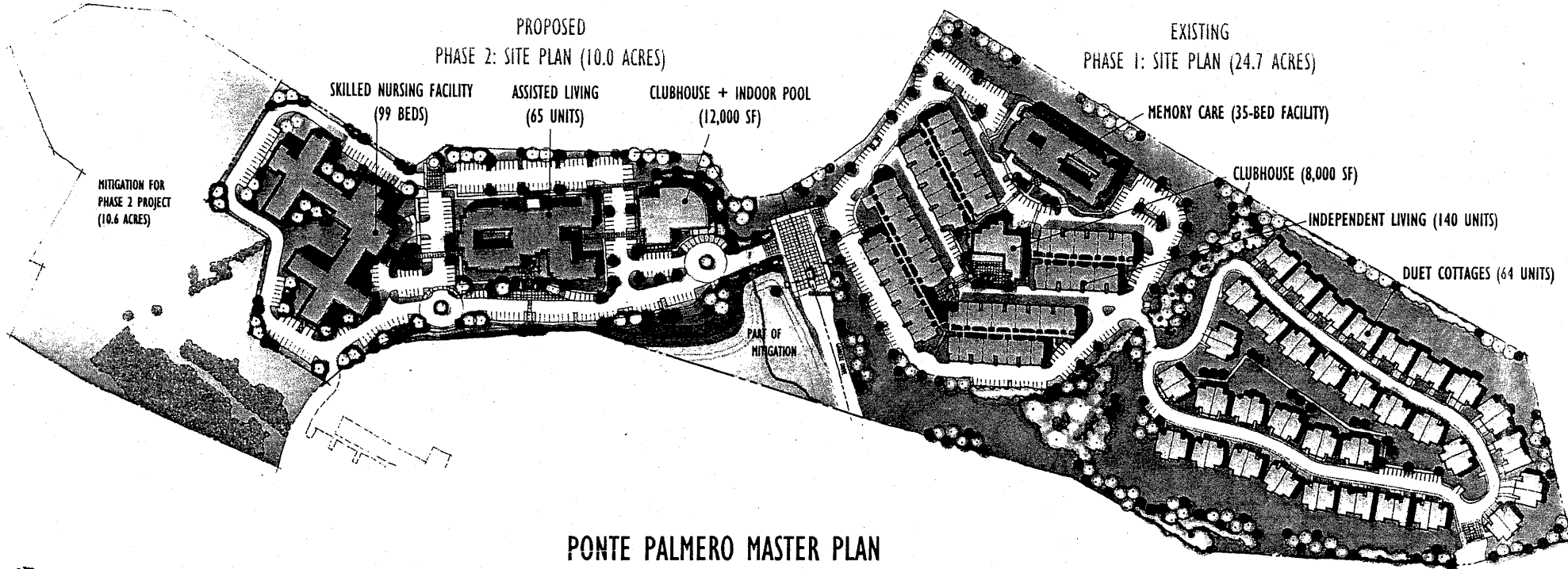


Settlement proposal 4-26-10 - Version A

-  Donatation for settlement (23.0 acres)
-  Congregate project (24.7 acres)



# Exhibit 2



# PONTE PALMERO MASTER PLAN

GABBERT DRIVE  
CAMERON PARK, CALIFORNIA

04/20/2010

**Pacific Oak Development**  
ERIC N. PILEGAARD  
2432 MAYHEW AVENUE, CARMEL, CA 93723  
916-435-5954  
EPILEGA@PACIFICOK.COM





**SYCAMORE** ENVIRONMENTAL CONSULTANTS, INC.

6355 Riverside Blvd., Suite C, Sacramento, CA 95831  
916/ 427-0703 [www.sycamoreenv.com](http://www.sycamoreenv.com)

2 March 2016

Ms. Tina Bartlett  
Department of Fish and Wildlife  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Ph. (916) 358-2900

***Subject: Donation of 23 Acres of Mitigation Land to Pine Hill Preserve for the Pacific Oak Development (Congregate Care Development, Phase 1 of the Ponte Palmero Project), El Dorado County, CA.***

Dear Ms. Bartlett:

This letter is to notify the California Department of Fish and Wildlife (CDFW) that 23 acres of rare plant mitigation land were deeded to the Bureau of Land Management (BLM) for inclusion in the Pine Hill Preserve on 29 December 2015 (see attached recorded grant deed and record of survey).

The 23-acre donation was agreed upon in the 19 October 2010 settlement agreement between El Dorado County, the developer, the California Native Plant Society, and the Center for Sierra Nevada Conservation. The 23-acre donation was to supplement rare plant mitigation for the Congregate Care Facility Project and the Ponte Palmero Project (Ponte Palmero Phase I).

The 23-acre donation satisfies Condition 5 of the 12 April 2007 Incidental Take Permit (#2081-2007-003-02, amended 11 May 2007) requiring Pacific Oak Development transfer 5.955 acres of Habitat Management Lands in fee title to the BLM.

Cordially,

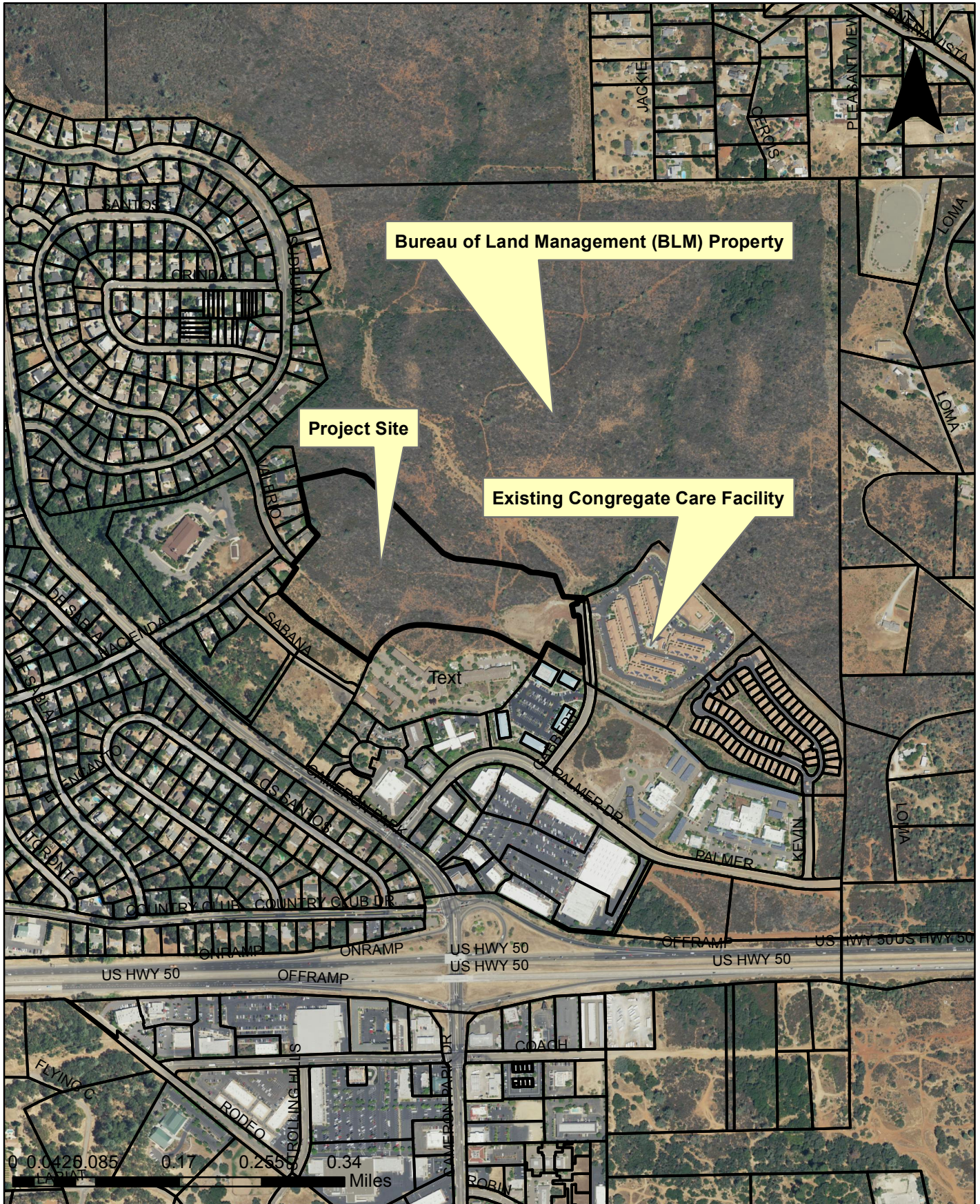
Jeff Little  
Vice President

Enclosure: Recorded Grant Deed and Record of Survey for 23-Acre Donation to BLM

cc: Angela Calderaro, CDFW, [angela.calderaro@wildlife.ca.gov](mailto:angela.calderaro@wildlife.ca.gov)  
Andee Leisy, RMM, [ALEisy@rmmenvirolaw.com](mailto:ALEisy@rmmenvirolaw.com)  
Erik Pilegaard, Pacific Oak Development, Inc./Cameron Park Ventures, LLC, [epilegaa@pac.net](mailto:epilegaa@pac.net)



**Ponte Palmero Community Care Facility**  
**File Nos. A11-0004/Z11-0005/P11-0004/PD11-0003**



**Exhibit H (Aerial Photo-Project Site and Surrounding Uses)**





**EXHIBIT I: General Plan Amendment Exhibit**



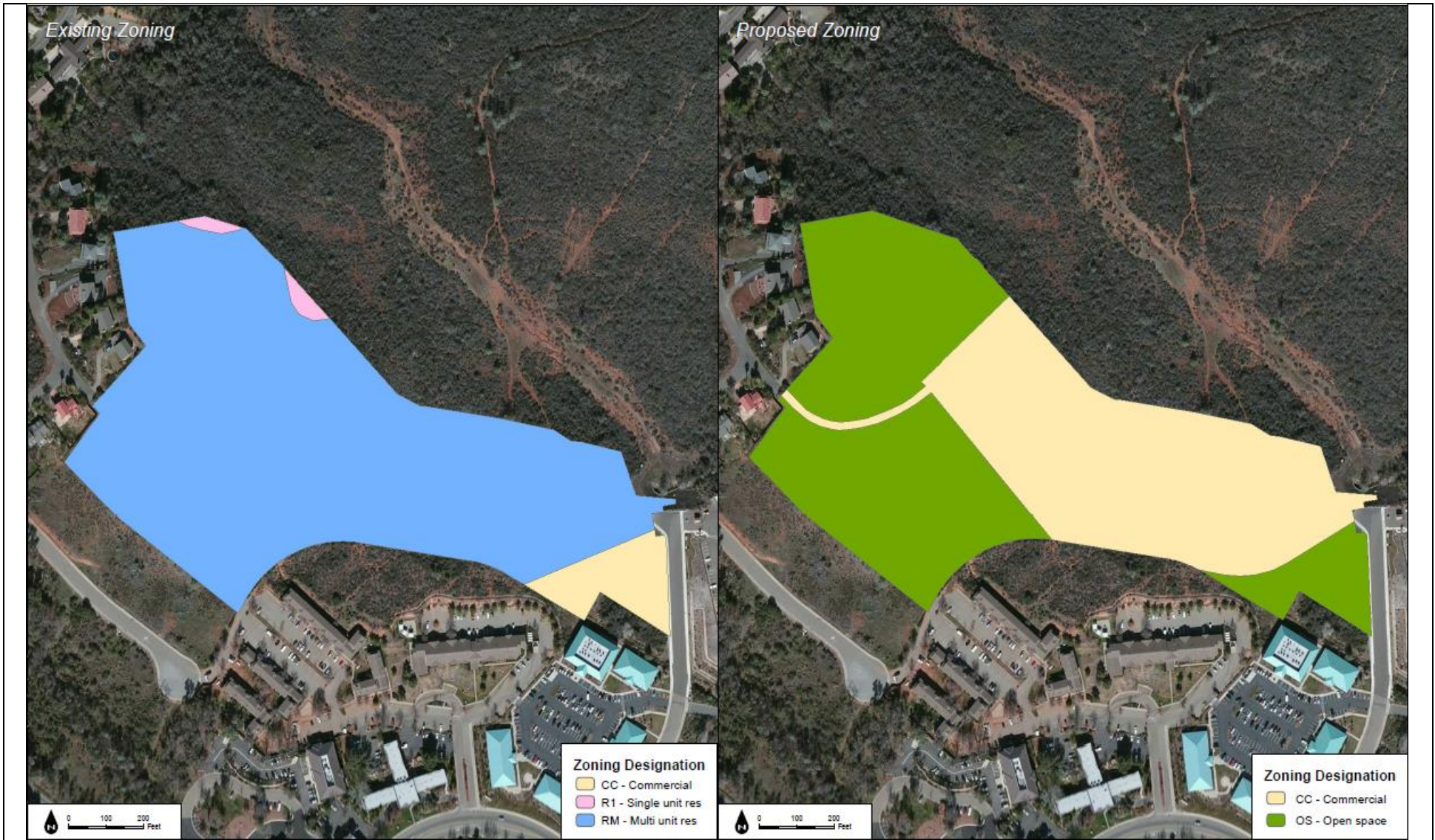


EXHIBIT I: Rezone Exhibit



**OWNER:** PONTE PALMERO II LLC  
ERIK PILEGARD  
3108 PONTE MORINO DRIVE, SUITE 110  
CAMERON PARK, CA 95682  
(530) 672-2728

**APPLICANT:** BORGES ARCHITECTURAL GROUP  
LANE BORGES  
1478 STONE POINT DRIVE, SUITE 350  
ROSELLE, CA 95661  
(916) 782-7200

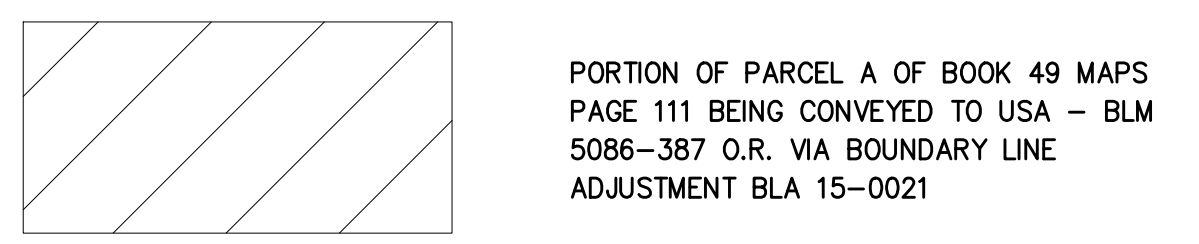
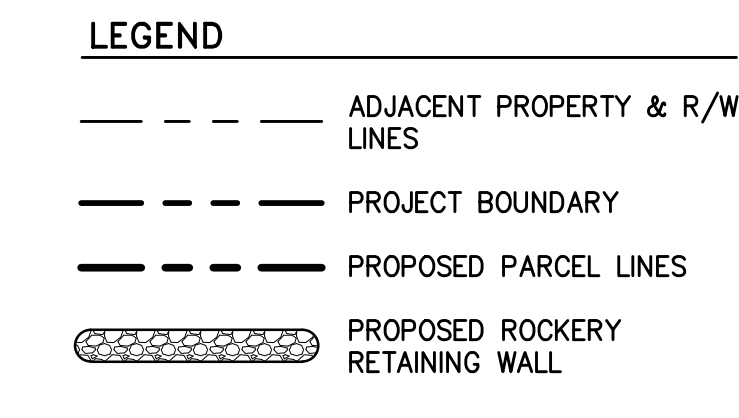
**MAP BY:** CARTWRIGHT ENGINEERS  
4180 DOUGLAS BLVD., SUITE 200  
GRANITE BAY, CA 95746  
(916) 978-4001

**SCALE OF MAP:** 1"=60'  
**CONTOUR INTERVAL:** ONE (1) FOOT  
**SOURCE OF TOPOGRAPHY:** AERIAL SURVEY  
**SECTION, TOWNSHIP, RANGE:** PARCEL 1 OF BOOK 49 MAPS PAGE 111, BEING A PORTION OF THE NORTHEAST ¼ OF SECTION 3 T.9N., R.9E., M.D.M.

**ASSESSOR'S PARCEL NO.:** 083-350-55  
**CURRENT GENERAL PLAN:** MFR & HDR  
**PROPOSED GENERAL PLAN:** C & OS  
**CURRENT ZONING:** RE-10-PD  
**PROPOSED ZONING:** C-PD (FOR DEVELOPMENT AREA) AND OS-PD (FOR PRESERVE AREA)  
**TOTAL PARCEL AREA:** 19.56 ACRES  
**TOTAL NUMBER OF PARCELS:** 5  
(3 FOR DEVELOPMENT AND 2 FOR OPEN SPACE/PRESERVE)

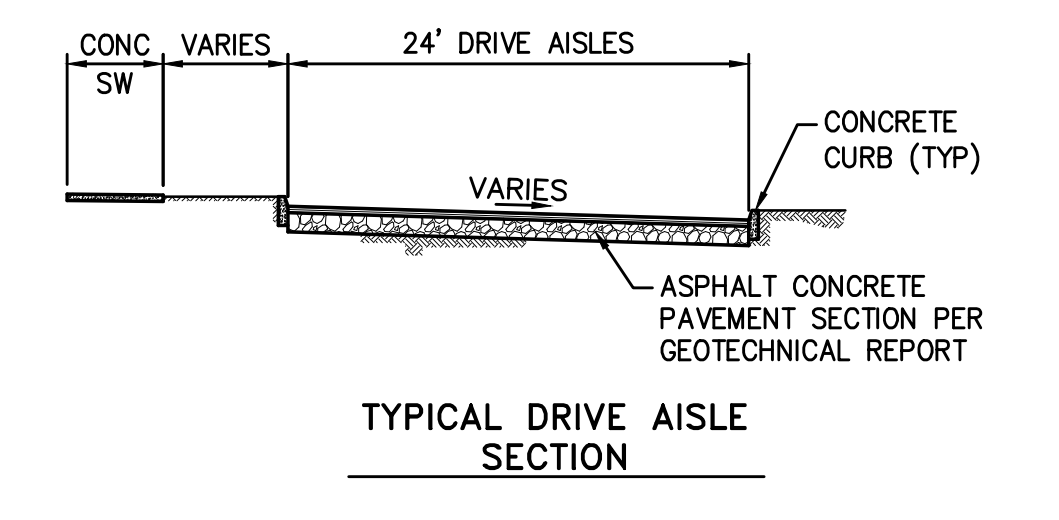
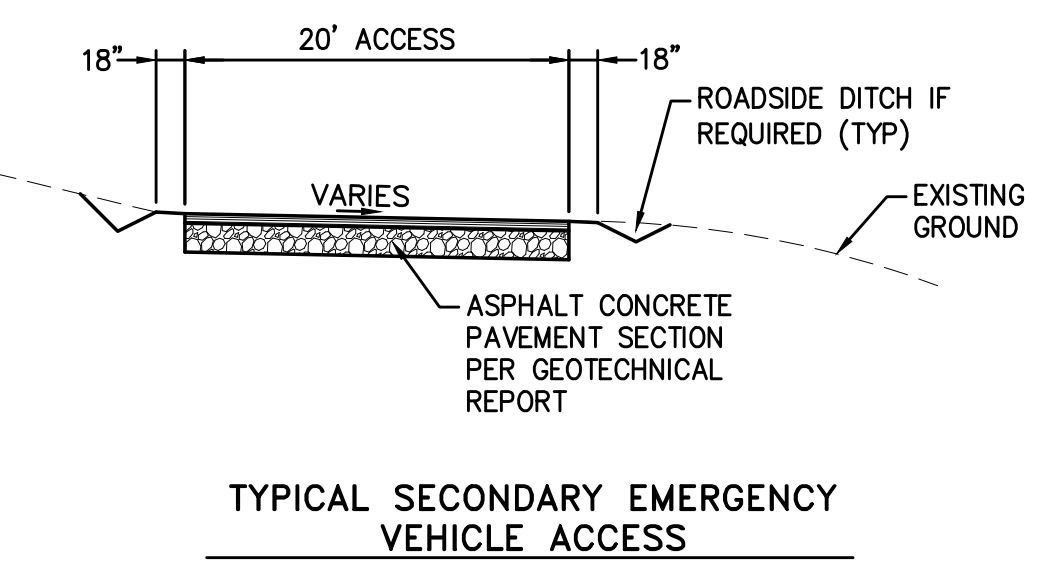
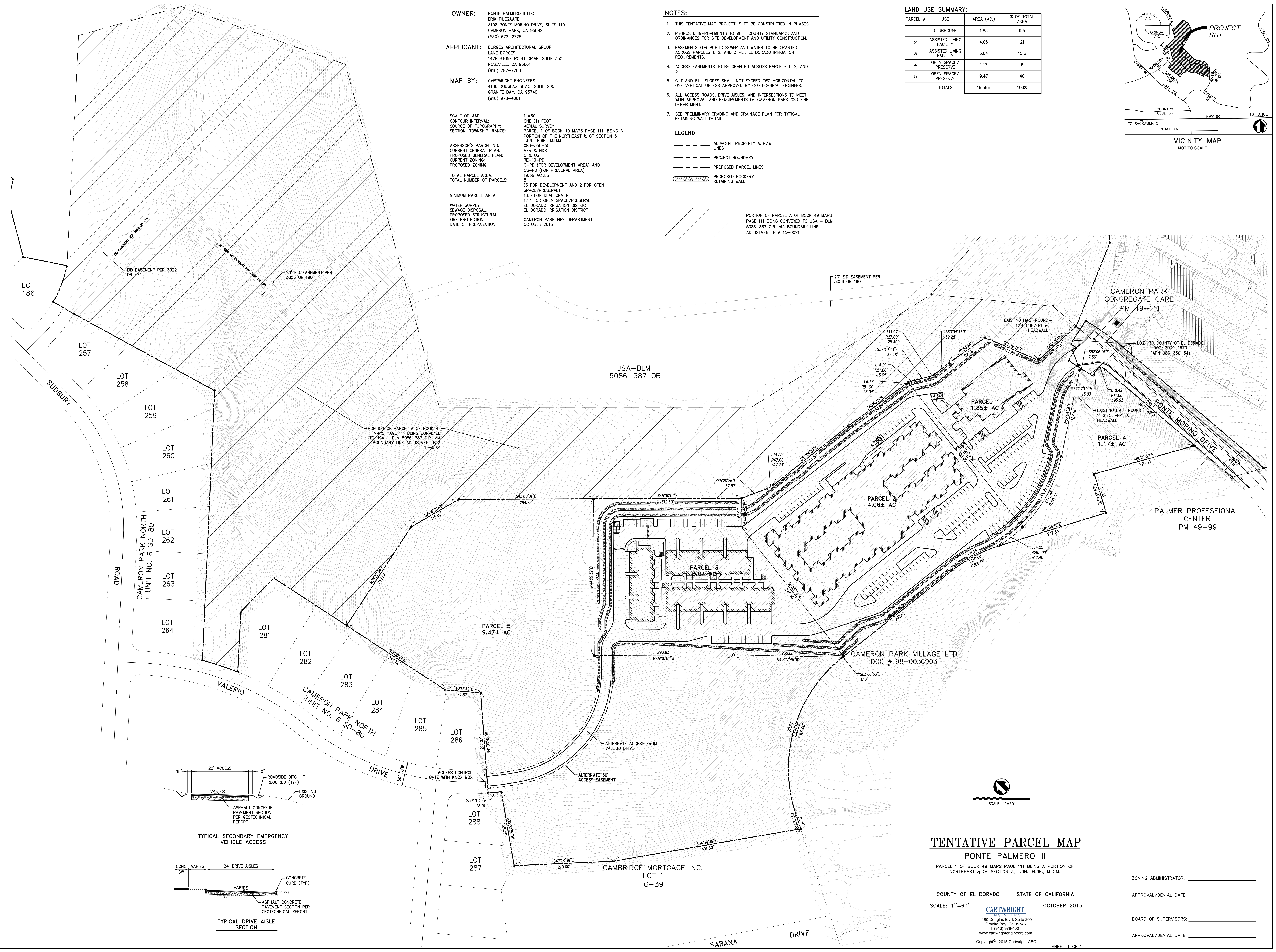
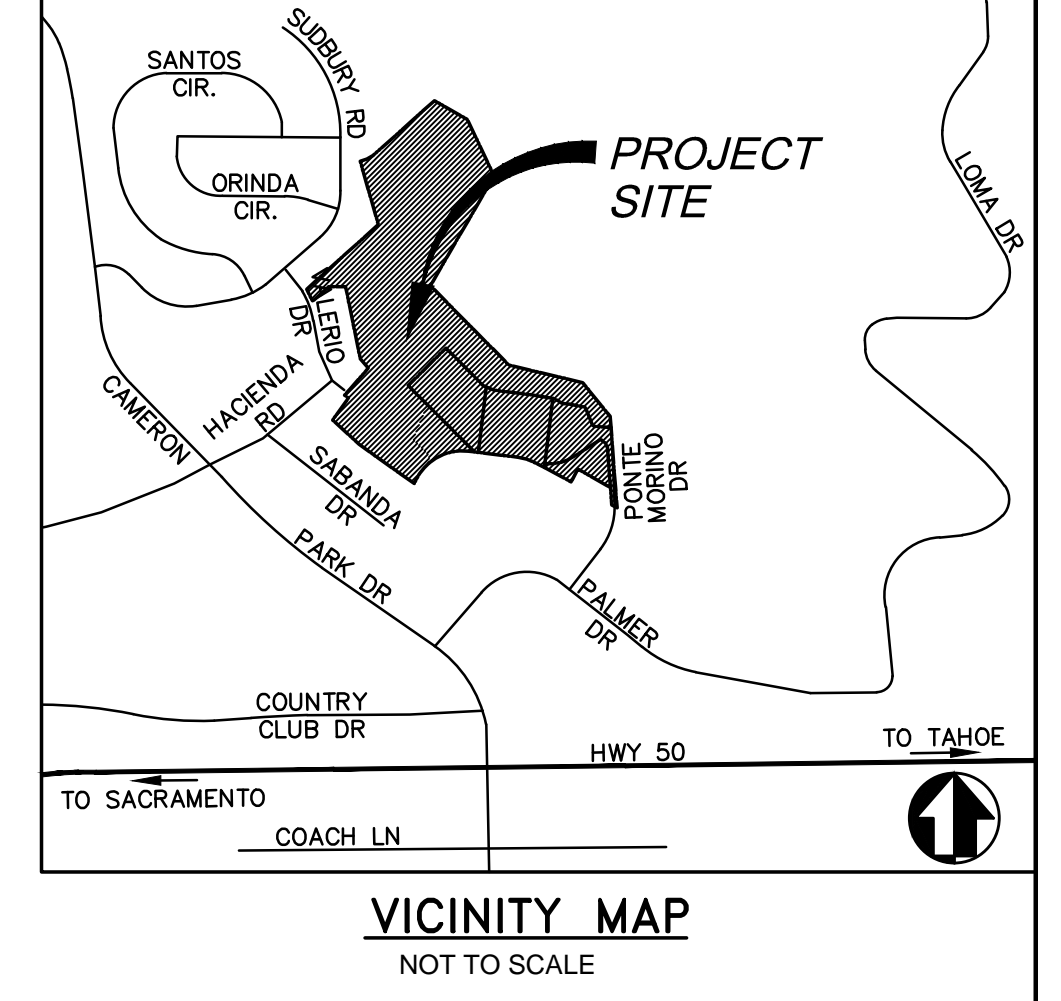
**MINIMUM PARCEL AREA:** 1.85 FOR DEVELOPMENT  
1.17 FOR OPEN SPACE/PRESERVE  
**WATER SUPPLY:** EL DORADO IRRIGATION DISTRICT  
**SEWAGE DISPOSAL:** EL DORADO IRRIGATION DISTRICT  
**PROPOSED STRUCTURAL FIRE PROTECTION:** CAMERON PARK FIRE DEPARTMENT  
**DATE OF PREPARATION:** OCTOBER 2015

- NOTES:**
1. THIS TENTATIVE MAP PROJECT IS TO BE CONSTRUCTED IN PHASES.
  2. PROPOSED IMPROVEMENTS TO MEET COUNTY STANDARDS AND ORDINANCES FOR SITE DEVELOPMENT AND UTILITY CONSTRUCTION.
  3. EASEMENTS FOR PUBLIC SEWER AND WATER TO BE GRANTED ACROSS PARCELS 1, 2, AND 3 PER EL DORADO IRRIGATION REQUIREMENTS.
  4. ACCESS EASEMENTS TO BE GRANTED ACROSS PARCELS 1, 2, AND 3.
  5. CUT AND FILL SLOPES SHALL NOT EXCEED TWO HORIZONTAL TO ONE VERTICAL UNLESS APPROVED BY GEOTECHNICAL ENGINEERS.
  6. ALL ACCESS ROADS, DRIVE AISLES, AND INTERSECTIONS TO MEET WITH APPROVAL AND REQUIREMENTS OF CAMERON PARK CSD FIRE DEPARTMENT.
  7. SEE PRELIMINARY GRADING AND DRAINAGE PLAN FOR TYPICAL RETAINING WALL DETAIL.



**LAND USE SUMMARY:**

PARCEL #	USE	AREA (AC.)	% OF TOTAL AREA
1	CLUBHOUSE	1.85	9.5
2	ASSISTED LIVING FACILITY	4.06	21
3	ASSISTED LIVING FACILITY	3.04	15.5
4	OPEN SPACE/PRESERVE	1.17	6
5	OPEN SPACE/PRESERVE	9.47	48
<b>TOTALS</b>		<b>19.56±</b>	<b>100%</b>



**TENTATIVE PARCEL MAP**  
PONTE PALMERO II

PARCEL 1 OF BOOK 49 MAPS PAGE 111 BEING A PORTION OF NORTHEAST ¼ OF SECTION 3, T.9N., R.9E., M.D.M.

COUNTY OF EL DORADO STATE OF CALIFORNIA  
SCALE: 1"=60' OCTOBER 2015

**CARTWRIGHT ENGINEERS**  
4180 DOUGLAS BLVD. SUITE 200  
GRANITE BAY, CA 95746  
T (916) 978-4001  
www.cartwrightengineers.com  
Copyright © 2015 Cartwright-AEC

ZONING ADMINISTRATOR: \_\_\_\_\_

APPROVAL/DENIAL DATE: \_\_\_\_\_

BOARD OF SUPERVISORS: \_\_\_\_\_

APPROVAL/DENIAL DATE: \_\_\_\_\_



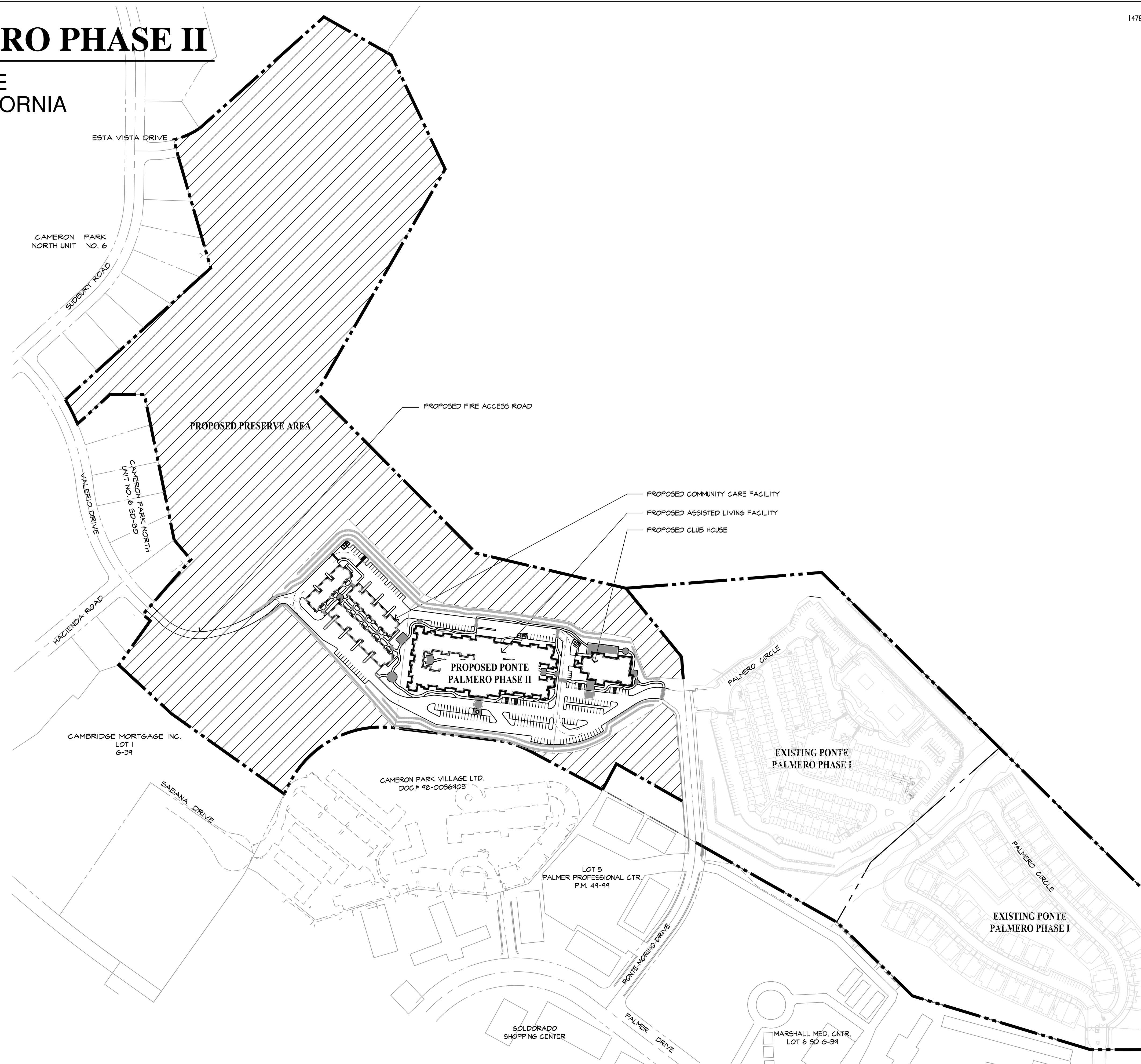
# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

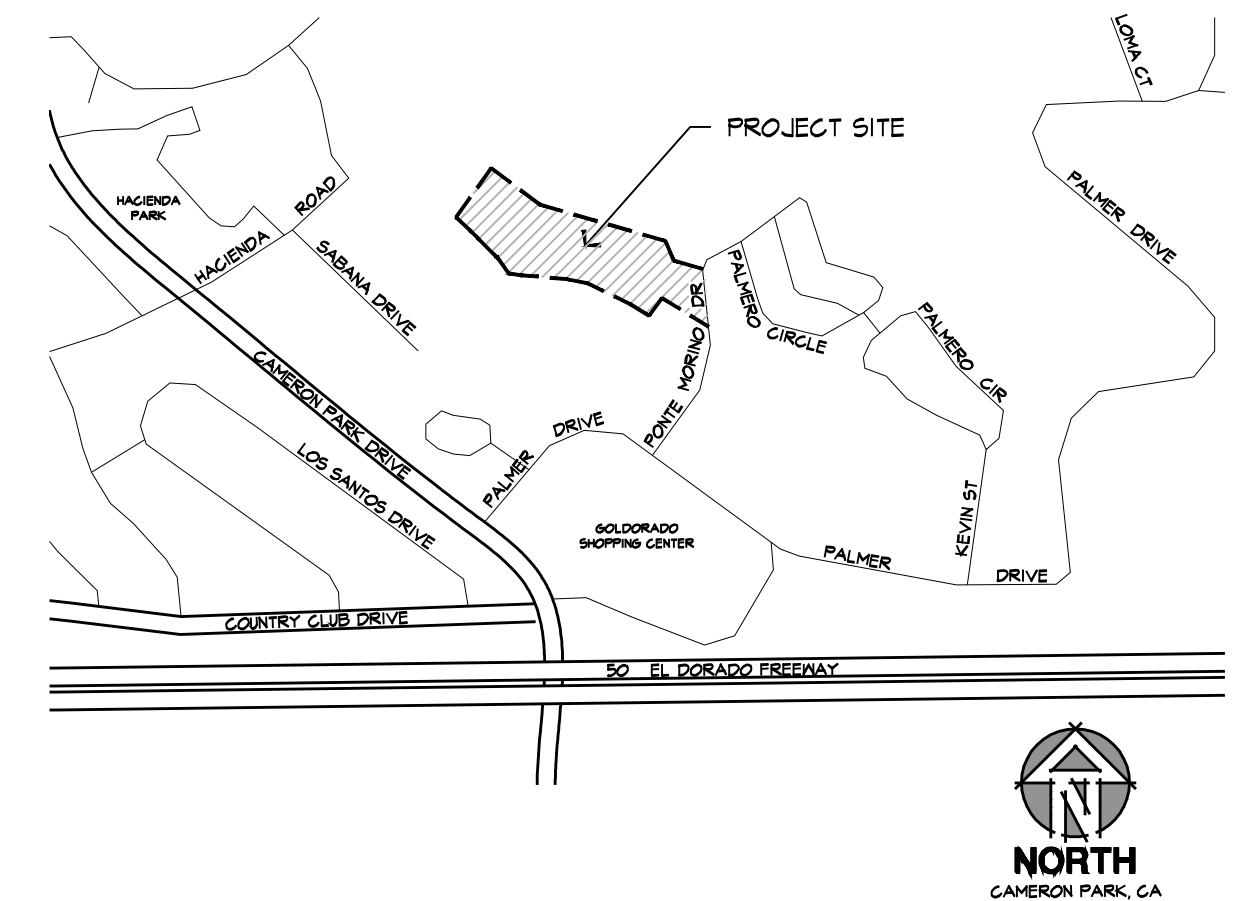
1478 STONE POINT DRIVE  
SUITE 350  
ROSEVILLE CA 95661  
  
T | 916 782 7200  
F | 916 773 3037  
  
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## VICINITY MAP



## SITE DATA

APN: 083-350-43  
CURRENT GENERAL PLAN: MFR 4 HDR  
PROPOSED GENERAL PLAN: C 4 OS  
  
CURRENT ZONING: RE-10-PD  
PROPOSED ZONING: C-PD 4 OS-PD  
  
TOTAL SITE AREA: ± 41.1 ACRES (1,743,330 SF)  
DEVELOPMENT AREA: ± 8.82 ACRES (384,199 SF)  
PRESERVE AREA: ± 32.28 ACRES (1,409,166 SF)

## BUILDING DATA

COMMUNITY CARE FACILITY: 50,510 SF  
ASSISTED LIVING FACILITY: 53,640 SF  
CLUB HOUSE: 11,450 SF  
TOTAL: 115,650 SF  
  
COMMUNITY CARE FACILITY:  
1ST FLOOR (22 1BR UNITS): 27,569 SF  
2ND FLOOR (22 2BR UNITS): 22,941 SF  
  
ASSISTED LIVING:  
COMMON AREA: 23,798 SF  
UNITS (32 1BR + 14 2BR): 29,842 SF  
  
CLUBHOUSE:  
CLUBHOUSE AREA: 11,450 SF

## PARKING DATA

PARKING REQUIRED:  
COMMUNITY CARE 1BR = 16 SPACES  
COMMUNITY CARE 2BR = 2 SPACES  
ASSISTED LIVING = 1 SPACE PER 3 BEDS  
VISITOR = 1 SPACE PER 4 UNITS  
CLUBHOUSE = USED BY PROJECT TENANTS - NO ADDITIONAL SPACES REQ'D  
  
22 UNITS X 1.6 = 36 SPACES  
22 UNITS X 2 = 44 SPACES  
60 BEDS/3 = 30 SPACES  
40 UNITS/4 = 23 SPACES  
TOTAL REQ'D = 133  
  
PARKING PROVIDED:  
STANDARD SPACES: 95  
COMPACT SPACES: 0  
ACCESSIBLE SPACES: 10  
TOTAL: 205 SPACES PROVIDED  
(44 COVERED) + 4 GOLF CART SPACES

## OVERALL SITE PLAN

PONTE PALMERO II LLC

EXHIBIT K

DATE: 08-18-2014  
JOB NO.: 04110-4  
DRAWN BY: ILC



**SA-0.10**



# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

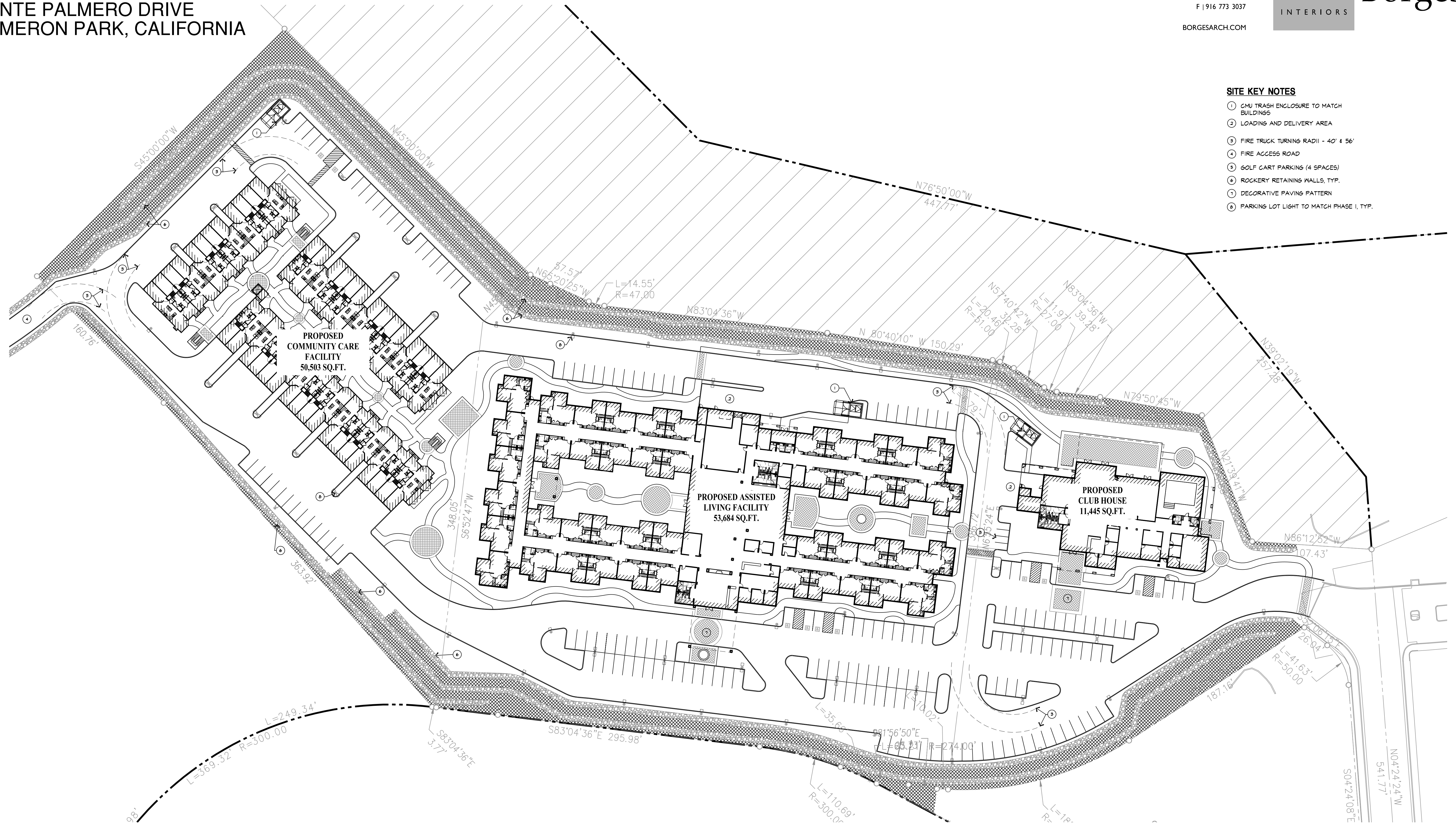
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### SITE KEY NOTES

- ① CMU TRASH ENCLOSURE TO MATCH BUILDINGS
- ② LOADING AND DELIVERY AREA
- ③ FIRE TRUCK TURNING RADIUS - 40' & 56'
- ④ FIRE ACCESS ROAD
- ⑤ GOLF CART PARKING (4 SPACES)
- ⑥ ROCKERY RETAINING WALLS, TYP.
- ⑦ DECORATIVE PAVING PATTERN
- ⑧ PARKING LOT LIGHT TO MATCH PHASE I, TYP.

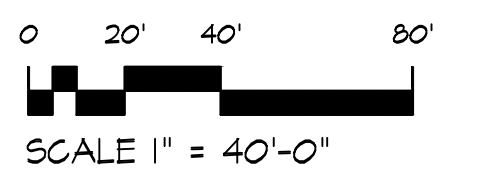


## PHASE II SITE PLAN

PONTE PALMERO II LLC

EXHIBIT L

DATE: 08-18-2014  
JOB NO.: 04110-4  
DRAWN BY: ILC



SA-0.30

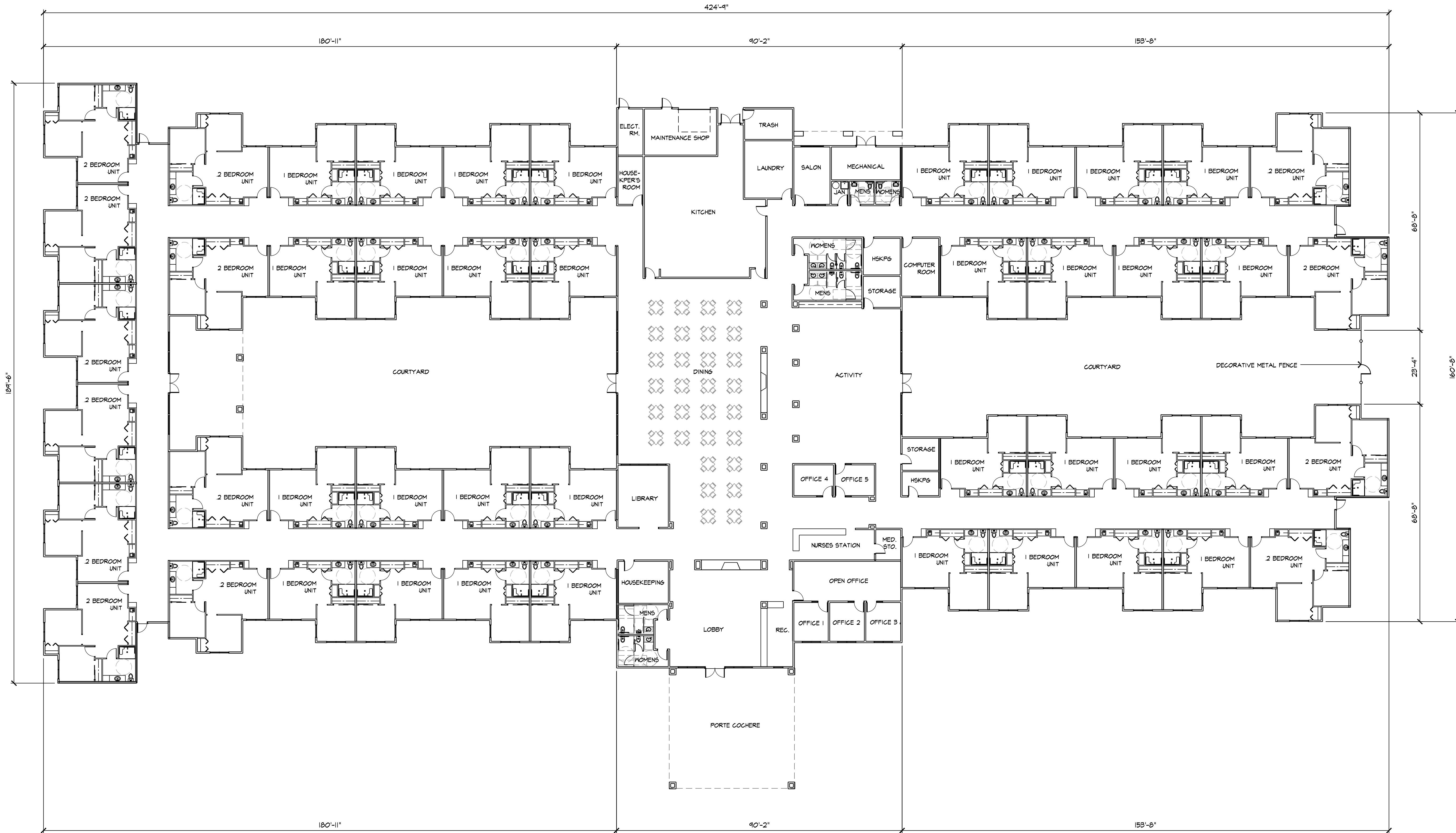
# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

1478 STONE POINT DRIVE  
SUITE 350  
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## UNIT SUMMARY

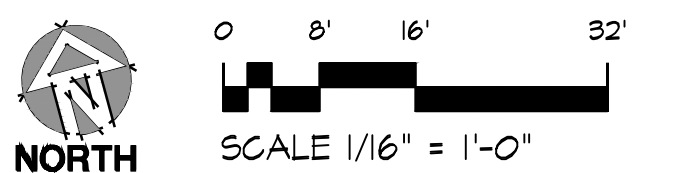
UNIT TYPE	QUANTITY
1 BEDROOM ± 542 SQ. FT.	32 UNITS
2 BEDROOM ± 785 SQ. FT.	14 UNITS
<b>TOTAL</b>	<b>46 UNITS</b>

## ASSISTED LIVING FLOOR PLAN

PONTE PALMERO II LLC

EXHIBIT M

DATE: 05-09-2014  
JOB NO.: 04110-4  
DRAWN BY: ILC



**SA-1.11**

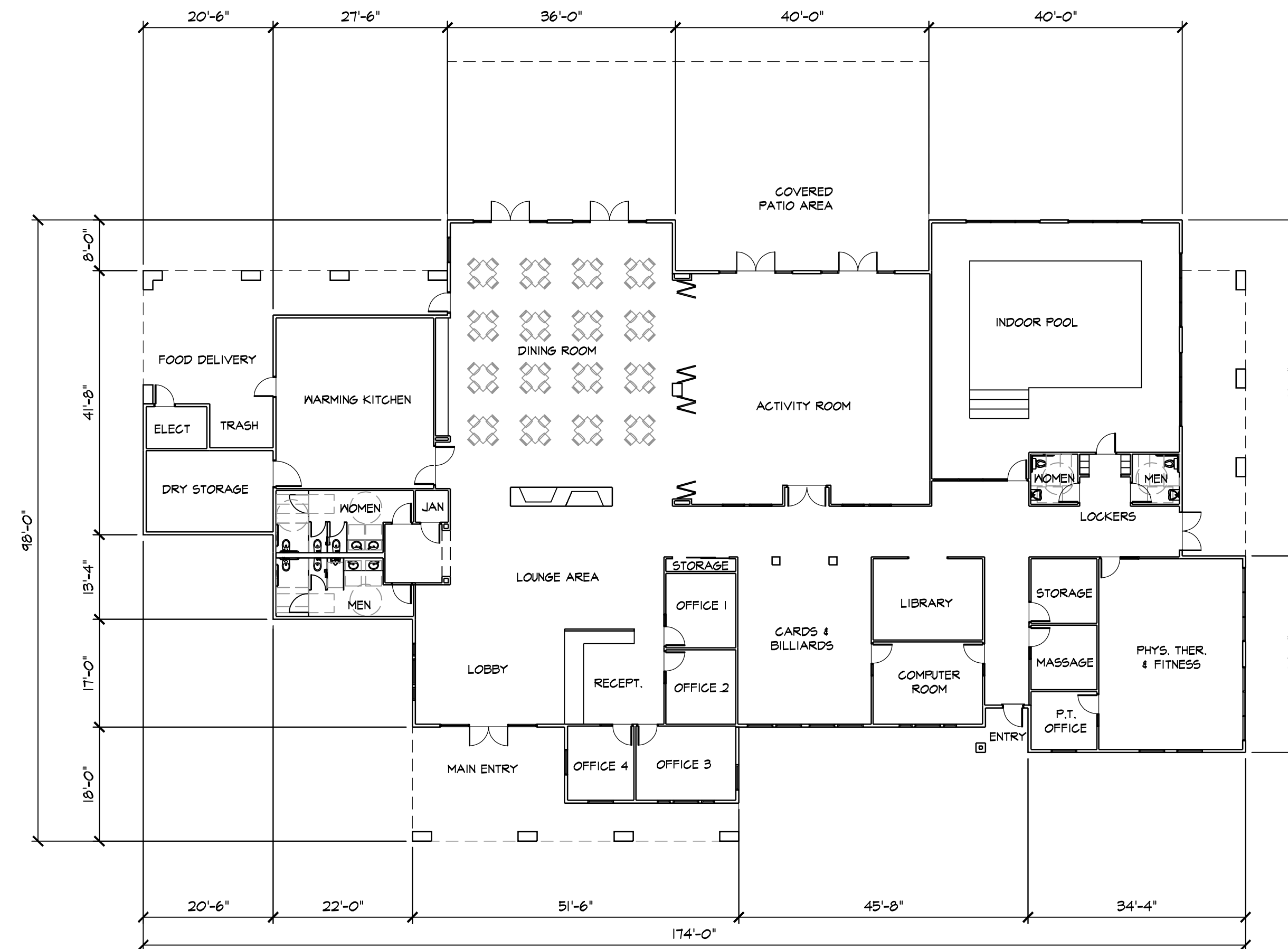
# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

1478 STONE POINT DRIVE  
SUITE 350  
ROSEVILLE CA 95661  
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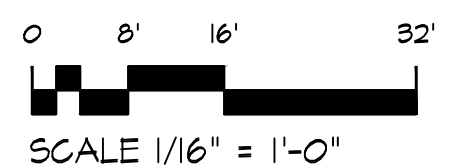
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## CLUB HOUSE FLOOR PLAN

PONTE PALMERO II LLC

DATE: 05-09-2014  
JOB NO.: 04110-4  
DRAWN BY: ILC



SCALE 1/16" = 1'-0"

**SA-1.12**

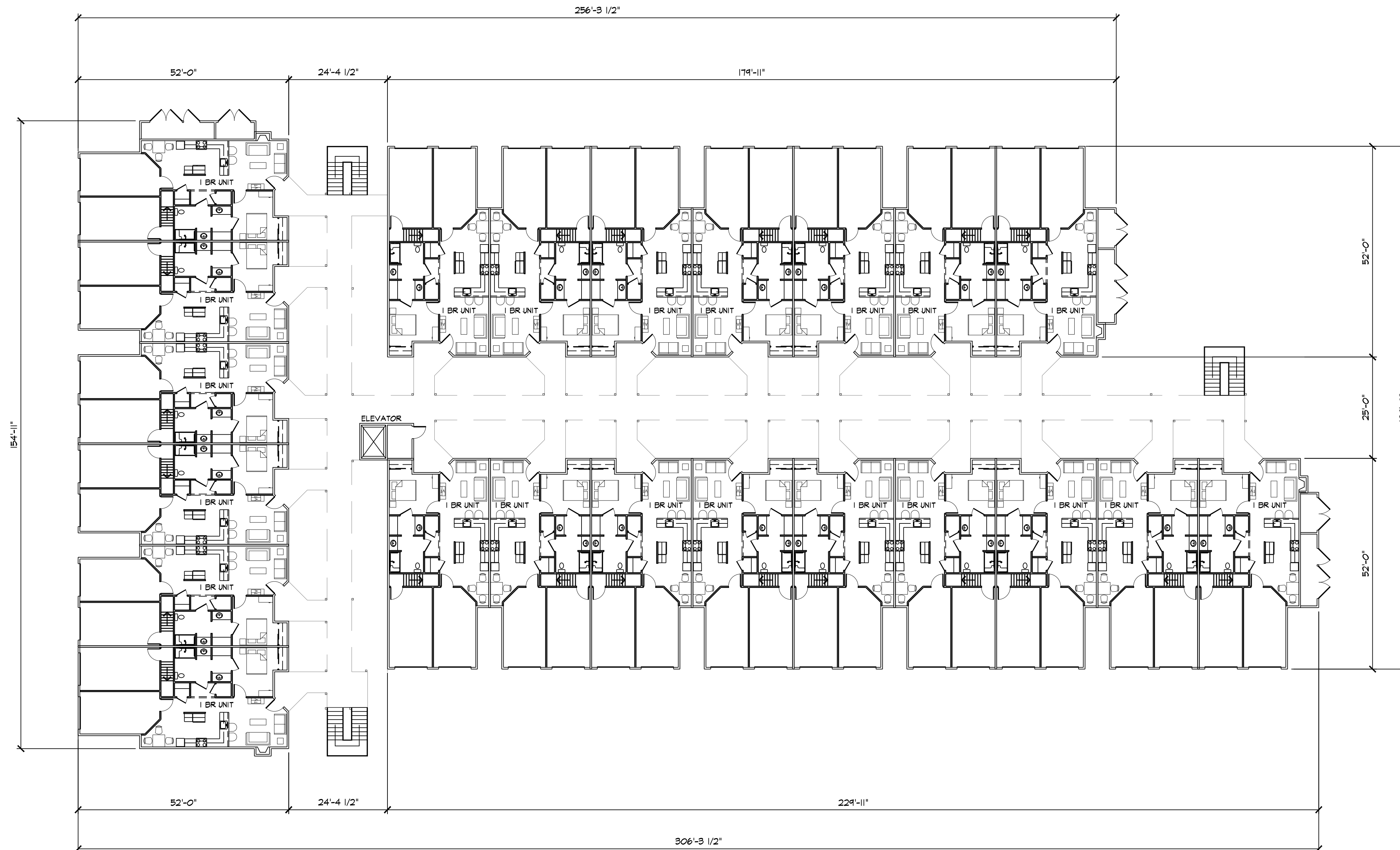
# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

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SUITE 350  
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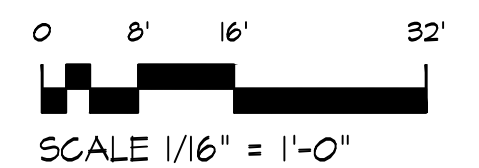
## UNIT SUMMARY

FLOOR LEVEL	UNIT TYPE	QUANTITY
FIRST FLOOR	1 BEDROOM ± 464 SQ. FT.	22 UNITS
SECOND FLOOR	2 BEDROOM ± 1311 SQ. FT.	22 UNITS
TOTAL:		44 UNITS

## COMMUNITY CARE FACILITY FLOOR PLAN

PONTE PALMERO II LLC

DATE: 08-18-2014  
JOB NO.: 04110-4  
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**SA-1.13**



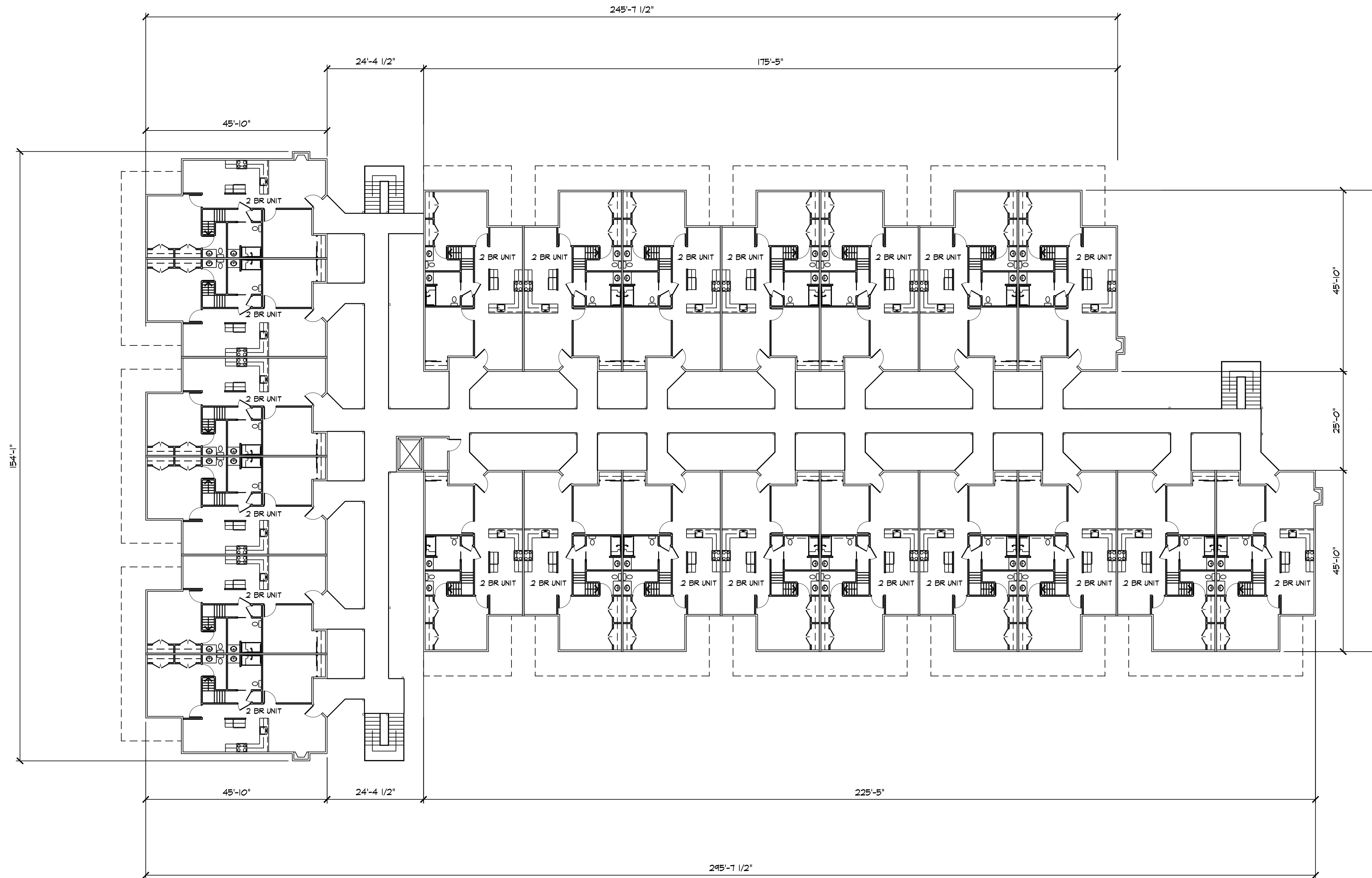
# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

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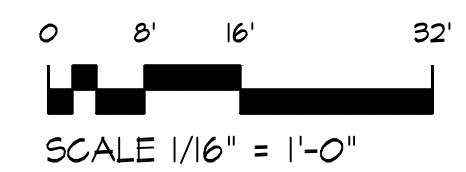
### UNIT SUMMARY

FLOOR LEVEL	UNIT TYPE	QUANTITY
FIRST FLOOR	1 BEDROOM + 464 SQ. FT.	22 UNITS
SECOND FLOOR	2 BEDROOM + 1311 SQ. FT.	22 UNITS
TOTAL:		44 UNITS

## COMMUNITY CARE FACILITY SECOND FLOOR PLAN

PONTE PALMERO II LLC

DATE: 08-18-2014  
JOB NO.: 04110-4  
DRAWN BY: ILC



**SA-1.14**



# PONTE PALMERO PHASE II

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CAMERON PARK, CALIFORNIA

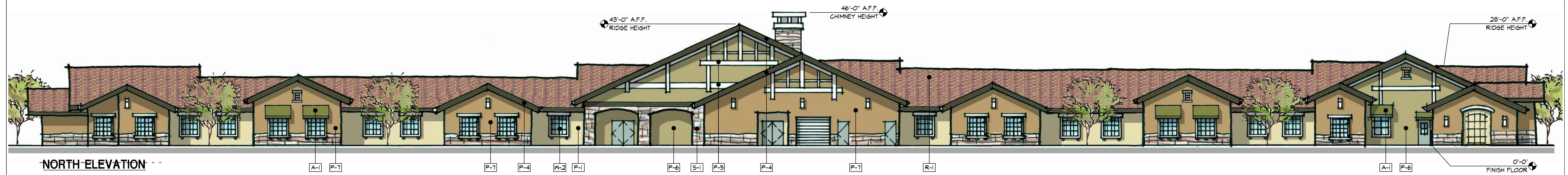
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ROSEVILLE CA 95661  
  
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F | 916 773 3037  
  
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SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

### COLOR MATERIAL LEGEND

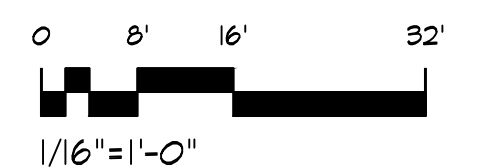
- P-1 FIELD PAINT COLOR  
KELLY MOORE 26 "OYSTER"
- P-2 FIELD PAINT COLOR  
KELLY MOORE 231 "SPANISH SAND"
- P-3 ACCENT PAINT COLOR  
KELLY MOORE 212 "SALTILLO"
- P-4 ACCENT PAINT COLOR  
KELLY MOORE KMB944-5 "MOCHA MOUSSE"
- P-5 ACCENT PAINT COLOR  
KELLY MOORE ON22T-1 "SOFT SESAME"
- P-6 FIELD PAINT COLOR  
KELLY MOORE 141 "WOOD MOSS"
- P-7 FIELD PAINT COLOR  
KELLY MOORE 228 "CHARRO"
- S-1 STONE VENEER  
CULTURED STONE "MOJAVE COUNTRY LEDGESTONE"
- A-1 FABRIC AWNING  
SUNBRELLA 4671-0000 "FERN"
- R-1 ROOFING  
EAGLE BEL AIR 4606 "VALLEJO RANGE"
- W-1 WINDOW FRAME  
BLONBERG "MEDIUM BRONZE"
- W-2 WINDOW FRAME  
BLONBERG "PORSCHÉ WHITE"

## ASSISTED LIVING EXTERIOR ELEVATIONS

PONTE PALMERO II LLC

EXHIBIT N

DATE: 05-09-2014  
JOB NO.: 04110-4  
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SA-1.31



# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

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**SOUTH ELEVATION**



**WEST ELEVATION**



**EAST ELEVATION**



**NORTH ELEVATION**

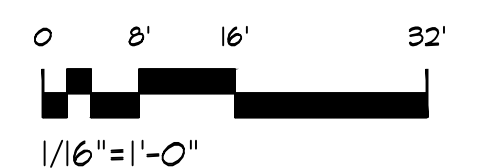
**COLOR MATERIAL LEGEND**

- P-1 FIELD PAINT COLOR  
KELLY MOORE 26 "OYSTER"
- P-2 FIELD PAINT COLOR  
KELLY MOORE 231 "SPANISH SAND"
- P-3 ACCENT PAINT COLOR  
KELLY MOORE 212 "SALTILLO"
- P-4 ACCENT PAINT COLOR  
KELLY MOORE KM344-5 "MOCHA MOUSSE"
- P-5 ACCENT PAINT COLOR  
KELLY MOORE 0N221-1 "SOFT SEASAME"
- P-6 FIELD PAINT COLOR  
KELLY MOORE 191 "WOOD MOSS"
- P-7 FIELD PAINT COLOR  
KELLY MOORE 228 "CHARRRO"
- S-1 STONE VENEER  
CULTURED STONE "MOJAVE COUNTRY LEDGESTONE"
- A-1 FABRIC AWNING  
SUNBRELLA 4611-0000 "FERN"
- R-1 ROOFING  
EAGLE BEL AIR 4606 "VALLEJO RANGE"
- W-1 WINDOW FRAME  
BLOMBERG "MEDIUM BRONZE"
- W-2 WINDOW FRAME  
BLOMBERG "PORSCHIE WHITE"

**CLUB HOUSE EXTERIOR ELEVATIONS**

PONTE PALMERO II LLC

DATE: 05-09-2014  
JOB NO.: 04110-4  
DRAWN BY: ILC



**SA-1.32**



# PONTE PALMERO PHASE II

PONTE PALMERO DRIVE  
CAMERON PARK, CALIFORNIA

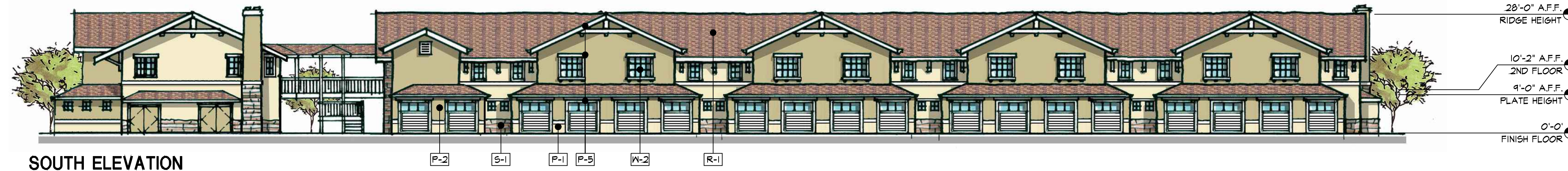
1478 STONE POINT DRIVE  
SUITE 350  
ROSEVILLE CA 95661  
  
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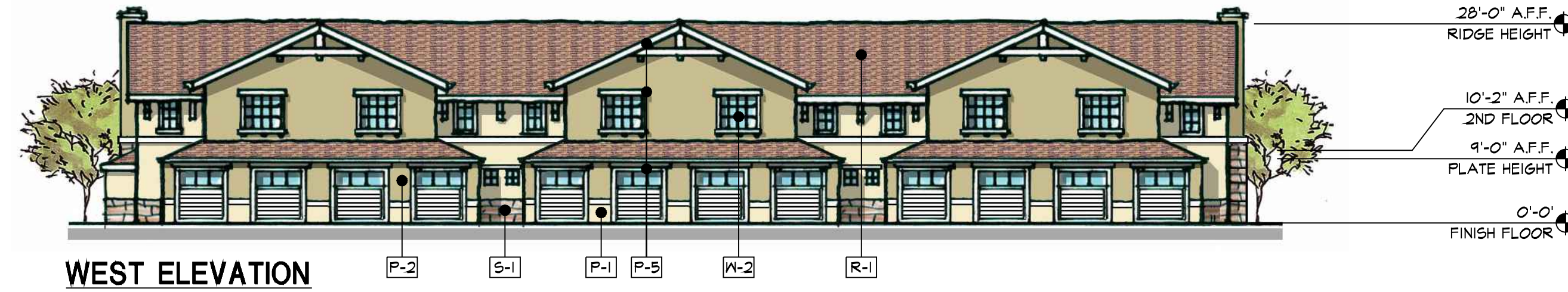
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**SOUTH ELEVATION**



**EAST ELEVATION**



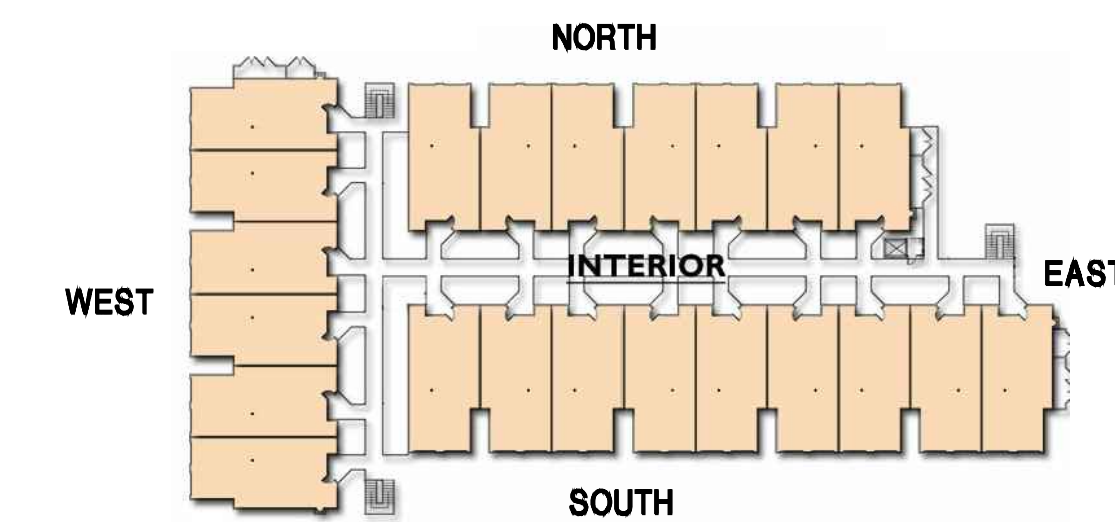
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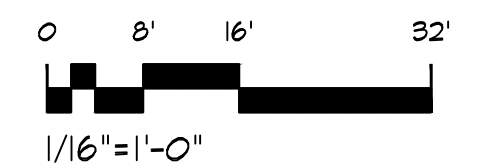
**INTERIOR ELEVATION**

**COLOR MATERIAL LEGEND**

- P-1 FIELD PAINT COLOR  
KELLY MOORE 26 "OYSTER"
- P-2 FIELD PAINT COLOR  
KELLY MOORE 231 "SPANISH SAND"
- P-3 ACCENT PAINT COLOR  
KELLY MOORE 212 "SALTILLO"
- P-4 ACCENT PAINT COLOR  
KELLY MOORE KMB944-5 "MOCHA MOUSSE"
- P-5 ACCENT PAINT COLOR  
KELLY MOORE 0A22T-1 "SOFT SEASAME"
- P-6 FIELD PAINT COLOR  
KELLY MOORE 191 "WOOD MOSS"
- P-7 FIELD PAINT COLOR  
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- W-1 WINDOW FRAME  
BLOMBERG "MEDIUM BRONZE"
- W-2 WINDOW FRAME  
BLOMBERG "PORSCHÉ WHITE"



**KEY PLAN**



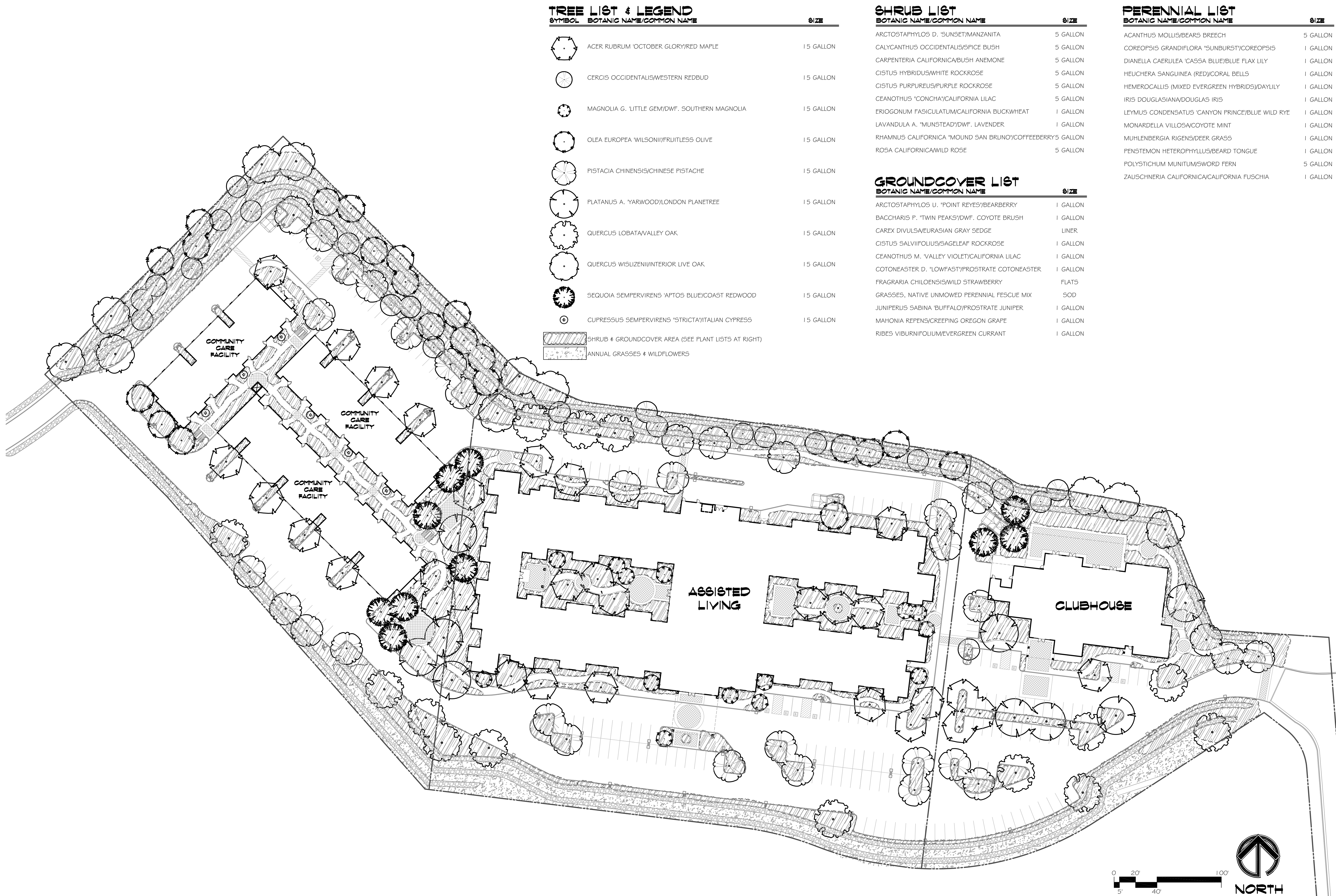
**COMMUNITY CARE FACILITY EXTERIOR ELEVATIONS**

PONTE PALMERO II LLC

DATE: 08-18-2014  
JOB NO.: 04110-4  
DRAWN BY: ILC

**SA-1.33**





**TREE LIST & LEGEND**

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE
	ACER RUBRUM 'OCTOBER GLORY'/RED MAPLE	15 GALLON
	CERCIS OCCIDENTALIS/WESTERN REDBUD	15 GALLON
	MAGNOLIA G. 'LITTLE GEM'/DWF. SOUTHERN MAGNOLIA	15 GALLON
	OLEA EUROPEA WILSONII/FRUITLESS OLIVE	15 GALLON
	PISTACIA CHINENSIS/CHINESE PISTACHE	15 GALLON
	PLATANUS A. 'YARWOOD'/LONDON PLANETREE	15 GALLON
	QUERCUS LOBATA/VALLEY OAK	15 GALLON
	QUERCUS WISLIZENII/INTERIOR LIVE OAK	15 GALLON
	SEQUOIA SEMPERVIRENS 'APTOS BLUE'/COAST REDWOOD	15 GALLON
	CUPRESSUS SEMPERVIRENS 'STRICTA'/ITALIAN CYPRESS	15 GALLON

SHRUB & GROUNDCOVER AREA (SEE PLANT LISTS AT RIGHT)  
 ANNUAL GRASSES & WILDFLOWERS

**SHRUB LIST**

BOTANIC NAME/COMMON NAME	SIZE
ARCTOSTAPHYLOS D. 'SUNSET'/MANZANITA	5 GALLON
CALYCANTHUS OCCIDENTALIS/SPICE BUSH	5 GALLON
CARPENTERIA CALIFORNICA/BUSH ANEMONE	5 GALLON
CISTUS HYBRIDUS/WHITE ROCKROSE	5 GALLON
CISTUS PURPUREUS/PURPLE ROCKROSE	5 GALLON
CEANOTHUS 'CONCHA'/CALIFORNIA LILAC	5 GALLON
ERIOGONUM FASCICULATUM/CALIFORNIA BUCKWHEAT	1 GALLON
LAVANDULA A. 'MUNSTEAD'/DWF. LAVENDER	1 GALLON
RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'/COFFEEBERRY	5 GALLON
ROSA CALIFORNICA/WILD ROSE	5 GALLON

**GROUNDCOVER LIST**

BOTANIC NAME/COMMON NAME	SIZE
ARCTOSTAPHYLOS U. 'POINT REYES'/BEARBERRY	1 GALLON
BACCHARIS P. 'TWIN PEAKS'/DWF. COYOTE BRUSH	1 GALLON
CAREX DIVULSA/EURASIAN GRAY SEDGE	LINER
CISTUS SALVIFOLIUS/SAGELEAF ROCKROSE	1 GALLON
CEANOTHUS M. 'VALLEY VIOLET'/CALIFORNIA LILAC	1 GALLON
COTONEASTER D. 'LOWFAST'/PROSTRATE COTONEASTER	1 GALLON
FRAGRARIA CHILOENSIS/WILD STRAWBERRY	FLATS
GRASSES, NATIVE UNMOWED PERENNIAL FESCUE MIX	SOD
JUNIPERUS SABINA 'BUFFALO'/PROSTRATE JUNIPER	1 GALLON
MAHONIA REPENS/CREeping OREGON GRAPE	1 GALLON
RIBES VIBURNIFOLIUM/EVERGREEN CURRANT	1 GALLON

**PERENNIAL LIST**

BOTANIC NAME/COMMON NAME	SIZE
ACANTHUS MOLLIS/BEARS BREECH	5 GALLON
COREOPSIS GRANDIFLORA 'SUNBURST'/COREOPSIS	1 GALLON
DIANELLA CAERULEA 'CASSA BLUE'/BLUE FLAX LILY	1 GALLON
HEUCHERA SANGUINEA (RED)/CORAL BELLS	1 GALLON
HEMEROCALLIS (MIXED EVERGREEN HYBRIDS)/DAYLILY	1 GALLON
IRIS DOUGLASSIANA/DOUGLAS IRIS	1 GALLON
LEYMUS CONDENSATUS 'CANYON PRINCE'/BLUE WILD RYE	1 GALLON
MONARDELLA VILLOSA/COYOTE MINT	1 GALLON
MUHLENBERGIA RIGENS/DEER GRASS	1 GALLON
PENSTEMON HETEROPHYLLUS/BEARD TONGUE	1 GALLON
POLYSTICHUM MUNITUM/WORD FERN	5 GALLON
ZAUSCHNERIA CALIFORNICA/CALIFORNIA FUSCHIA	1 GALLON

Garth Ruffner  
Landscape Architect  
(916) 797-2576

4120 Douglas Blvd. #306-301, Roseville, California 95746  
GarthRuffner.com CA Landscape Architect #2809

Project:

**PONTE PALMERO  
PHASE II**

GABBERT DRIVE  
COUNTY OF EL DORADO  
CALIFORNIA

Sheet Title:

**PRELIMINARY  
LANDSCAPE  
PLAN**

Date: 8/19/14

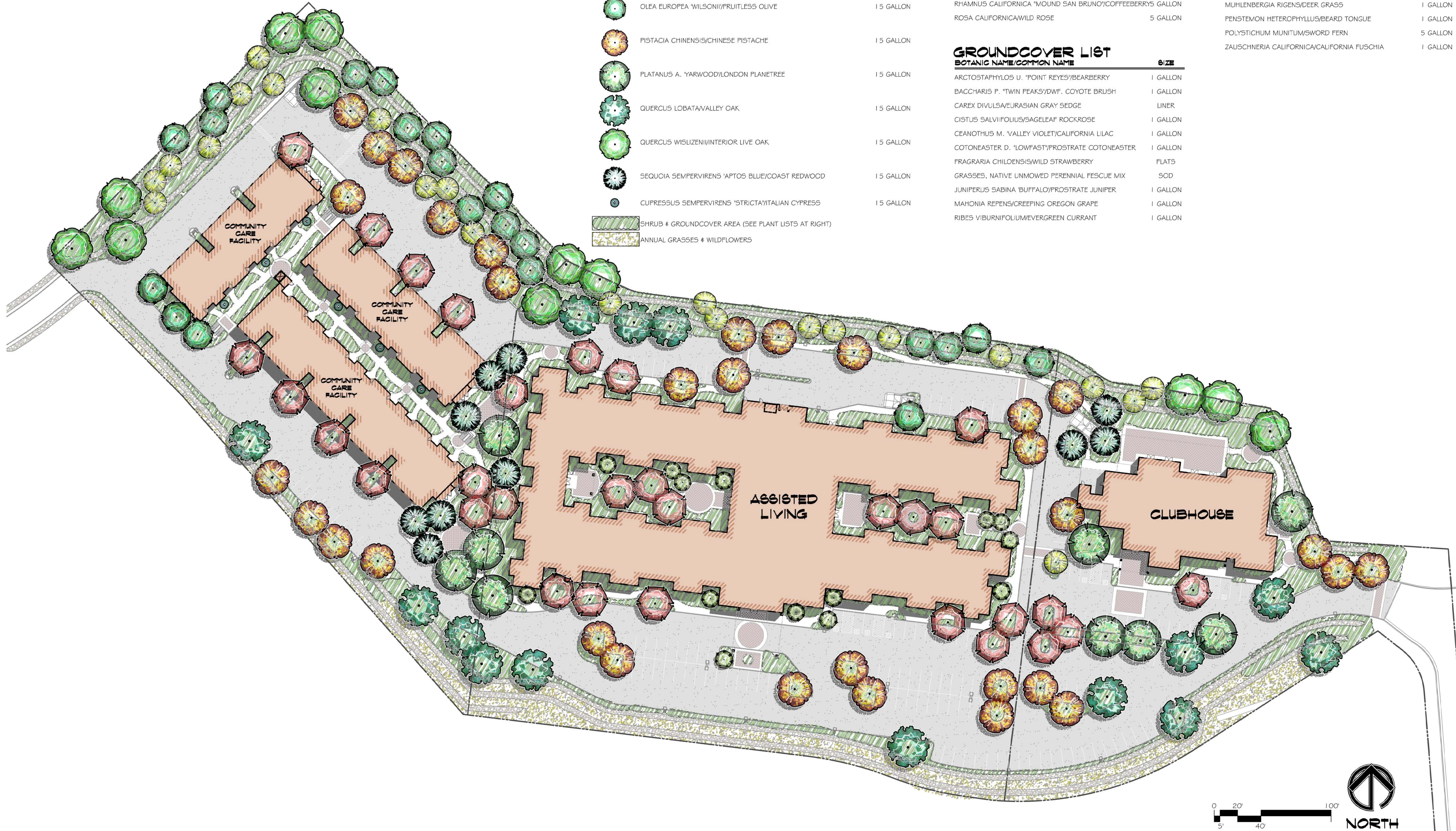
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Job Number: 31028

Sheet Number: **LA** of 2

**EXHIBIT O**





**TREE LIST & LEGEND**

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE
	ACER RUBRUM 'OCTOBER GLORY'/RED MAPLE	15 GALLON
	CERCIS OCCIDENTALIS/WESTERN REDBUD	15 GALLON
	MAGNOLIA G. 'LITTLE GEM'/DWF. SOUTHERN MAGNOLIA	15 GALLON
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	PISTACIA CHINENSIS/CHINESE PISTACHE	15 GALLON
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	QUERCUS LOBATA/VALLEY OAK	15 GALLON
	QUERCUS WISLIZENII/INTERIOR LIVE OAK	15 GALLON
	SEQUOIA SEMPERVIRENS 'APTOS BLUE'/COAST REDWOOD	15 GALLON
	CUPRESSUS SEMPERVIRENS 'STRICTA'/ITALIAN CYPRESS	15 GALLON
	SHRUB & GROUNDCOVER AREA (SEE PLANT LISTS AT RIGHT)	
	ANNUAL GRASSES & WILDFLOWERS	

**SHRUB LIST**

BOTANIC NAME/COMMON NAME	SIZE
ARCTOSTAPHYLOS D. 'SUNSET'/MANZANITA	5 GALLON
CALYCANTHUS OCCIDENTALIS/SPICE BUSH	5 GALLON
CARPENTERIA CALIFORNICA/BUSH ANEMONE	5 GALLON
CISTUS HYBRIDUS/WHITE ROCKROSE	5 GALLON
CISTUS PURPUREUS/PURPLE ROCKROSE	5 GALLON
CEANOTHUS 'CONCHA'/CALIFORNIA LILAC	5 GALLON
ERIOGONUM FASCICULATUM/CALIFORNIA BUCKWHEAT	1 GALLON
LAVANDULA A. 'MUNSTEAD'/DWF. LAVENDER	1 GALLON
RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'/COFFEEBERRY	5 GALLON
ROSA CALIFORNICA/WILD ROSE	5 GALLON

**GROUNDCOVER LIST**

BOTANIC NAME/COMMON NAME	SIZE
ARCTOSTAPHYLOS U. 'POINT REYES'/BEARBERRY	1 GALLON
BACCHARIS P. 'TWIN PEAKS'/DWF. COYOTE BRUSH	1 GALLON
CAREX DIVULSA/EURASIAN GRAY SEDGE	LINER
CISTUS SALVIFOLIUS/SAGELEAF ROCKROSE	1 GALLON
CEANOTHUS M. 'VALLEY VIOLET'/CALIFORNIA LILAC	1 GALLON
COTONEASTER D. 'LOWFAST'/PROSTRATE COTONEASTER	1 GALLON
FRAGRARIA CHILOENSIS/WILD STRAWBERRY	FLATS
GRASSES, NATIVE UNMOWED PERENNIAL FESCUE MIX	SOD
JUNIPERUS SABINA 'BUFFALO'/PROSTRATE JUNIPER	1 GALLON
MAHONIA REPENS/CREeping OREGON GRAPE	1 GALLON
RIBES VIBURNIFOLIUM/EVERGREEN CURRANT	1 GALLON

**PERENNIAL LIST**

BOTANIC NAME/COMMON NAME	SIZE
ACANTHUS MOLLIS/BEARS BREECH	5 GALLON
COREOPSIS GRANDIFLORA 'SUNBURST'/COREOPSIS	1 GALLON
DIANELLA CAERULEA 'CASSA BLUE'/BLUE FLAX LILY	1 GALLON
HEUCHERA SANGUINEA (RED)/CORAL BELLS	1 GALLON
HEMEROCALLIS (MIXED EVERGREEN HYBRIDS)/DAY LILY	1 GALLON
IRIS DOUGLASSIANA/DOUGLAS IRIS	1 GALLON
LEYMUS CONDENSATUS 'CANYON PRINCE'/BLUE WILD RYE	1 GALLON
MONARDELLA VILLOSA/COYOTE MINT	1 GALLON
MUHLENBERGIA RIGENS/DEER GRASS	1 GALLON
PENSTEMON HETEROPHYLLUS/BEARD TONGUE	1 GALLON
POLYSTICHUM MUNITUM/WORD FERN	5 GALLON
ZAUSCHNERIA CALIFORNICA/CALIFORNIA FUSCHIA	1 GALLON

Garth Ruffner  
Landscape Architect  
(916) 797-2576

4120 Douglas Blvd. #306-301, Roseville, California 95746  
GarthRuffner.com CA Landscape Architect #2808

Project:

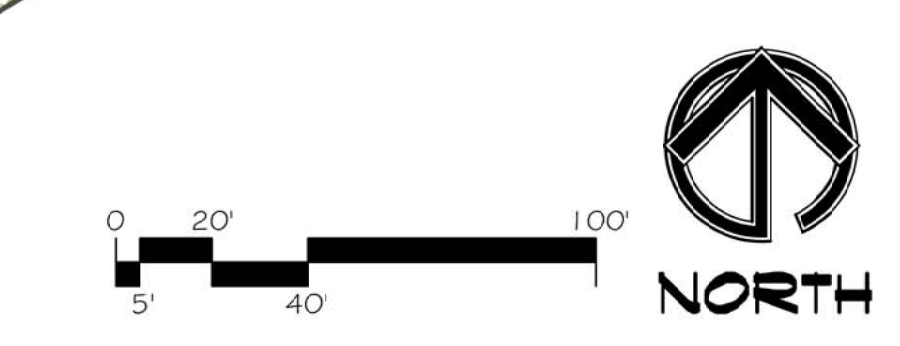
**PONTE PALMERO  
PHASE II**

GABBERT DRIVE  
COUNTY OF EL DORADO  
CALIFORNIA

Sheet Title:

**PRELIMINARY  
LANDSCAPE  
PLAN**

Date: 8/19/14  
Scale: 1"=40'-0"  
Job Number: 31028  
Sheet Number: LA of 2





### HYDROZONE INFORMATION TABLE

HYDROZONE (PLANT WATER USE)	VALVE	IRRIGATION METHOD	AREA (SF)	% OF LAND-SCAPE AREA	$K_p \times K_c \times K_m =$ PLANT FACTOR*
LOW (FULL SUN)	C1	DRIP	40332	44.5%	$0.2 \times 1.0 \times 1.0 = 0.20$
LOW (FULL SUN)	C2	STREAM ROTOR	2248	2.5%	$0.2 \times 1.0 \times 1.0 = 0.20$
MEDIUM (FULL SUN)	C3	DRIP	48070	53.0%	$0.5 \times 1.0 \times 1.0 = 0.50$
TOTAL:			90650	100%	*SPECIES (K <sub>p</sub> ) x DENSITY (K <sub>c</sub> ) x MICROCLIMATE (K <sub>m</sub> ) = PLANT FACTOR (K <sub>p</sub> )

### WATER BUDGET CALCULATION

MAXIMUM APPLIED WATER ALLOWANCE (MAWA) = 2053658 GALLONS PER YEAR

$$MAWA = 52.2 \text{ ETO} \times 0.62 \text{ GALL/S.F.} \times 0.70 \text{ (ET ADJ. FACTOR)} \times 90650 \text{ S.F. LANDSCAPE AREA}$$

ESTIMATED TOTAL WATER USE (ETUW) = 1174864 GALLONS PER YEAR (57% OF MAWA)

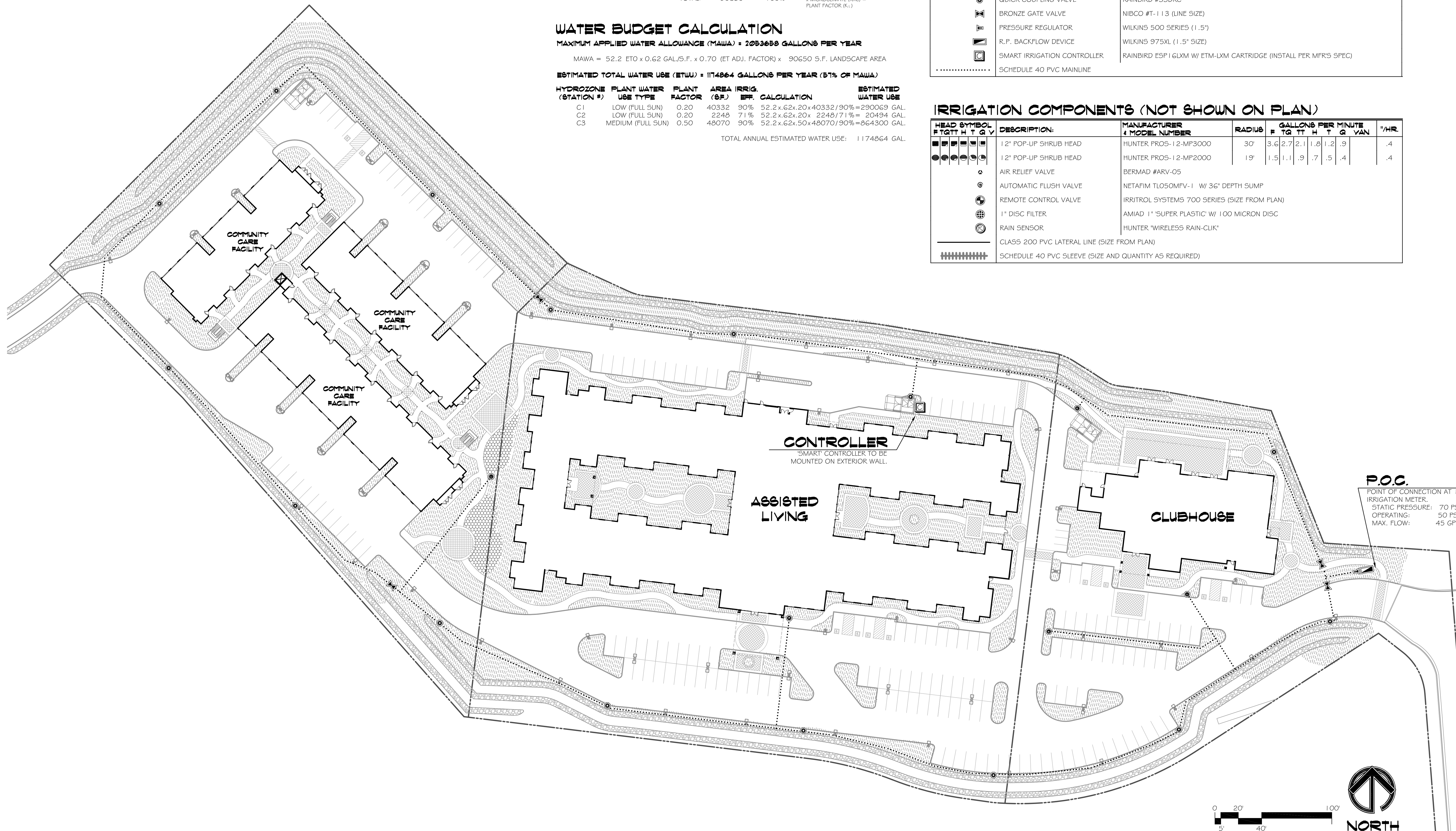
HYDROZONE (STATION #)	PLANT WATER USE TYPE	PLANT FACTOR	AREA IRRIG. (SF)	EFF. CALCULATION	ESTIMATED WATER USE
C1	LOW (FULL SUN)	0.20	40332	$90\% \times 52.2 \times 0.62 \times 20 \times 40332 / 90\% = 290069 \text{ GAL.}$	
C2	LOW (FULL SUN)	0.20	2248	$71\% \times 52.2 \times 0.62 \times 20 \times 2248 / 71\% = 20494 \text{ GAL.}$	
C3	MEDIUM (FULL SUN)	0.50	48070	$90\% \times 52.2 \times 0.62 \times 50 \times 48070 / 90\% = 864300 \text{ GAL.}$	
TOTAL ANNUAL ESTIMATED WATER USE:					1174864 GAL.

### IRRIGATION LEGEND

HEAD SYMBOL	DESCRIPTION:	MANUFACTURER & MODEL NUMBER	RADIUS	GALLONS PER MINUTE	"/HR.
[Symbol]	PRESSURE COMP. DRIPLINE	RAINBIRD XFS-09-18	0'	1.02 GPM/100'	.7
[Symbol]	STREAM ROTOR HEADS	HUNTER MP SERIES			
[Symbol]	QUICK COUPLING VALVE	RAINBIRD #33DRC			
[Symbol]	BRONZE GATE VALVE	NIBCO #T-113 (LINE SIZE)			
[Symbol]	PRESSURE REGULATOR	WILKINS 500 SERIES (1.5")			
[Symbol]	R.P. BACKFLOW DEVICE	WILKINS 975XL (1.5" SIZE)			
[Symbol]	SMART IRRIGATION CONTROLLER	RAINBIRD ESP16LXM W/ ETM-LXM CARTRIDGE (INSTALL PER MFR'S SPEC)			
[Symbol]	SCHEDULE 40 PVC MAINLINE				

### IRRIGATION COMPONENTS (NOT SHOWN ON PLAN)

HEAD SYMBOL	DESCRIPTION:	MANUFACTURER & MODEL NUMBER	RADIUS	GALLONS PER MINUTE	"/HR.
[Symbol]	1.2" POP-UP SHRUB HEAD	HUNTER PRO5-12-MP3000	30'	3.6/2.7/2.1/1.8/1.2/.9	.4
[Symbol]	1.2" POP-UP SHRUB HEAD	HUNTER PRO5-12-MP2000	19'	1.5/1.1/.9/.7/.5/.4	.4
[Symbol]	AIR RELIEF VALVE	BERMAD #ARV-05			
[Symbol]	AUTOMATIC FLUSH VALVE	NETAFIM TLOS0MPV-1 W/ 36" DEPTH SUMP			
[Symbol]	REMOTE CONTROL VALVE	IRRITROL SYSTEMS 700 SERIES (SIZE FROM PLAN)			
[Symbol]	1" DISC FILTER	AMIAD 1" SUPER PLASTIC W/ 100 MICRON DISC			
[Symbol]	RAIN SENSOR	HUNTER "WIRELESS RAIN-CLIK"			
[Symbol]	CLASS 200 PVC LATERAL LINE (SIZE FROM PLAN)				
[Symbol]	SCHEDULE 40 PVC SLEEVE (SIZE AND QUANTITY AS REQUIRED)				



**P.O.C.**  
POINT OF CONNECTION AT 1.5" IRRIGATION METER.  
STATIC PRESSURE: 70 PSI  
OPERATING: 50 PSI  
MAX. FLOW: 45 GPM



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Project:

## PONTE PALMERO PHASE II

GABBERT DRIVE  
COUNTY OF EL DORADO  
CALIFORNIA

Sheet Title:

## PRELIMINARY IRRIGATION PLAN

Date: 8/19/14  
Scale: 1"=40'-0"  
Job Number: 31028  
Sheet Number: LR of 2

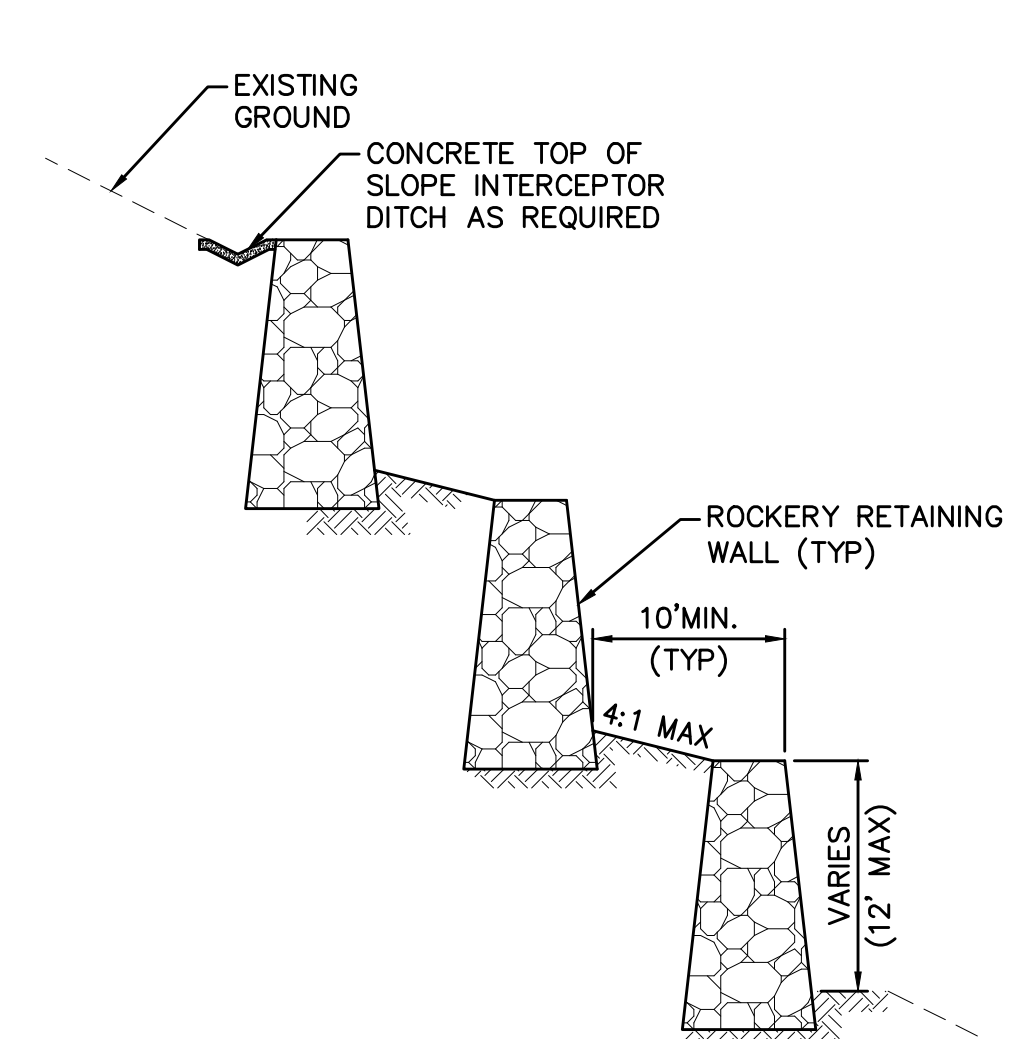


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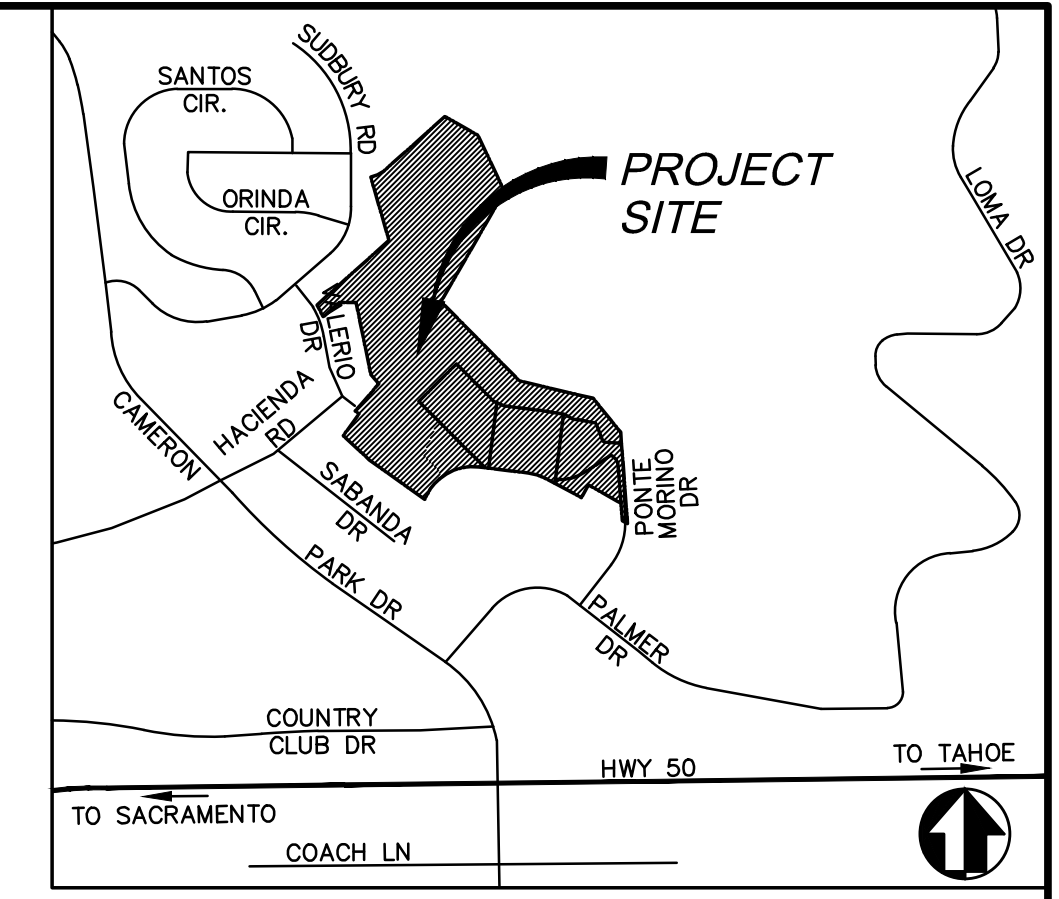
1. CUT AND FILL SLOPES SHALL NOT EXCEED TWO HORIZONTAL TO ONE VERTICAL UNLESS APPROVED BY GEOTECHNICAL ENGINEER.
2. DRAINAGE EASEMENTS TO BE GRANTED BETWEEN PARCELS 1 & 2 AND 2 & 3.
3. ALL ACCESS ROADS, DRIVE AISLES AND INTERSECTIONS TO MEET APPROVAL AND REQUIREMENTS OF CAMERON PARK CSD FIRE DEPARTMENT.
4. APPROXIMATE RAW EARTHWORK QUANTITIES:  
CUT = 723,500 C.Y.  
FILL = 111,500 C.Y.

**LEGEND**

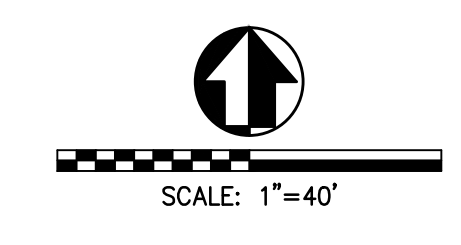
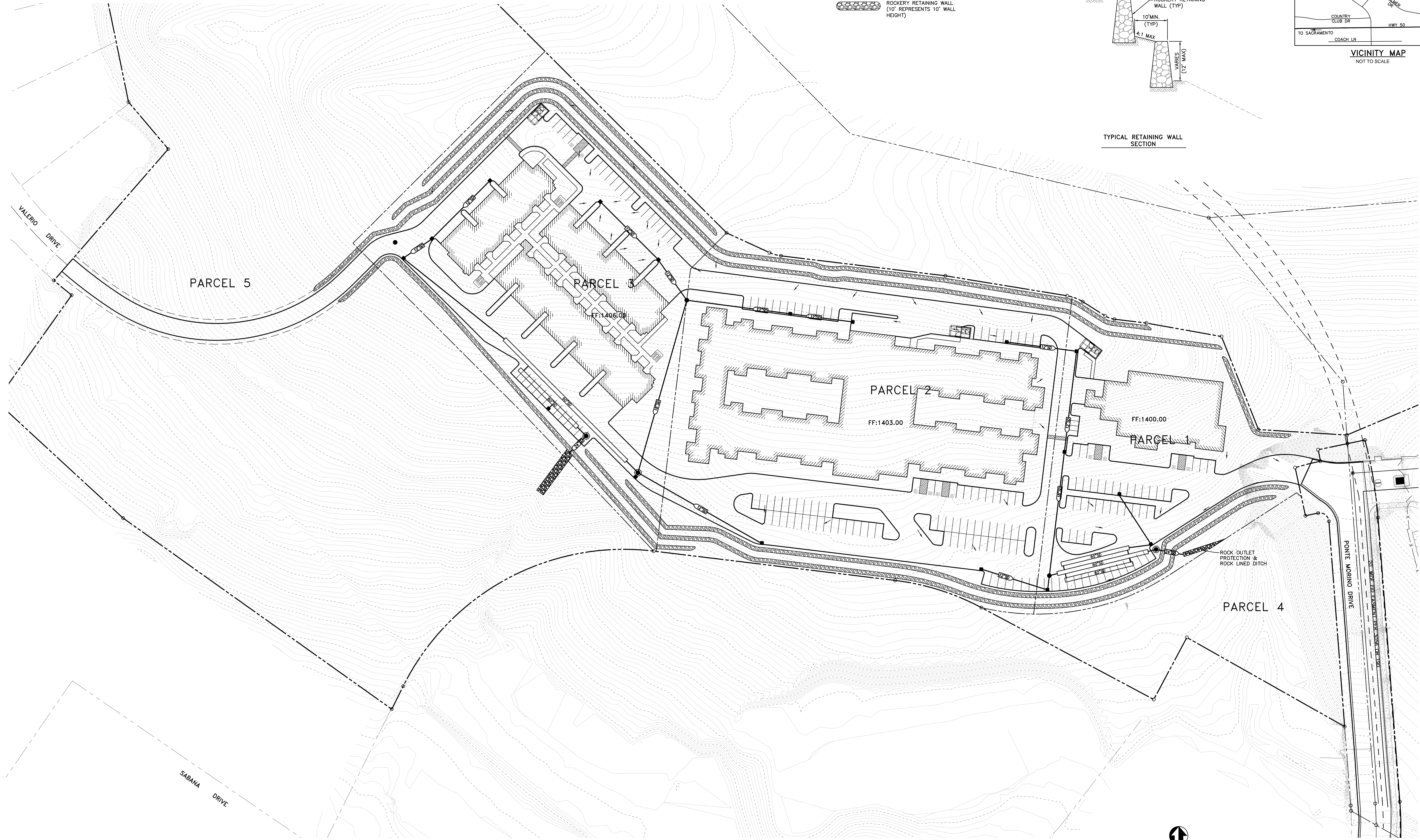
- STORM DRAIN PIPE
- DRAIN INLET
- STORM DRAIN MANHOLE
- DETENTION FLOW CONTROL MANHOLE
- DETENTION STORAGE PIPING
- - - PROPOSED CONTOUR
- DRAINAGE FLOW DIRECTION
- █— ROCKERY RETAINING WALL (10' REPRESENTS 10' WALL HEIGHT)



TYPICAL RETAINING WALL SECTION



VICINITY MAP  
NOT TO SCALE



**PRELIMINARY GRADING & DRAINAGE PLAN**  
**PONTE PALMERO II**

PARCEL 1 OF BOOK 49 MAPS PAGE 111 BEING A PORTION OF NORTHEAST 1/4 OF SECTION 3, T.9N., R.9E., M.D.M.

COUNTY OF EL DORADO STATE OF CALIFORNIA

SCALE: 1"=40' OCTOBER 2015

**OWNER:** PONTE PALMERO II LLC  
ERIK PILEGAARD  
3108 PONTE MORINO DRIVE, SUITE 110  
CAMERON PARK, CA 95682  
(530) 672-2728

**APPLICANT:** BORGES ARCHITECTURAL GROUP  
LANE BORGES  
1478 STONE POINT DRIVE, SUITE 350  
ROSEVILLE, CA 95661  
(916) 782-7200

**MAP BY:** CARTWRIGHT ENGINEERS  
4180 DOUGLAS BLVD., SUITE 200  
GRANITE BAY, CA 95746  
(916) 978-4001

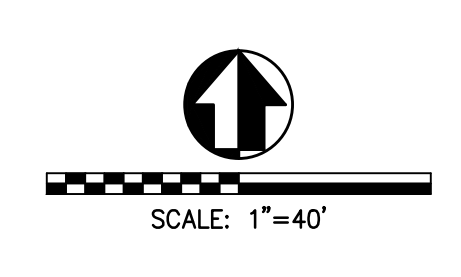
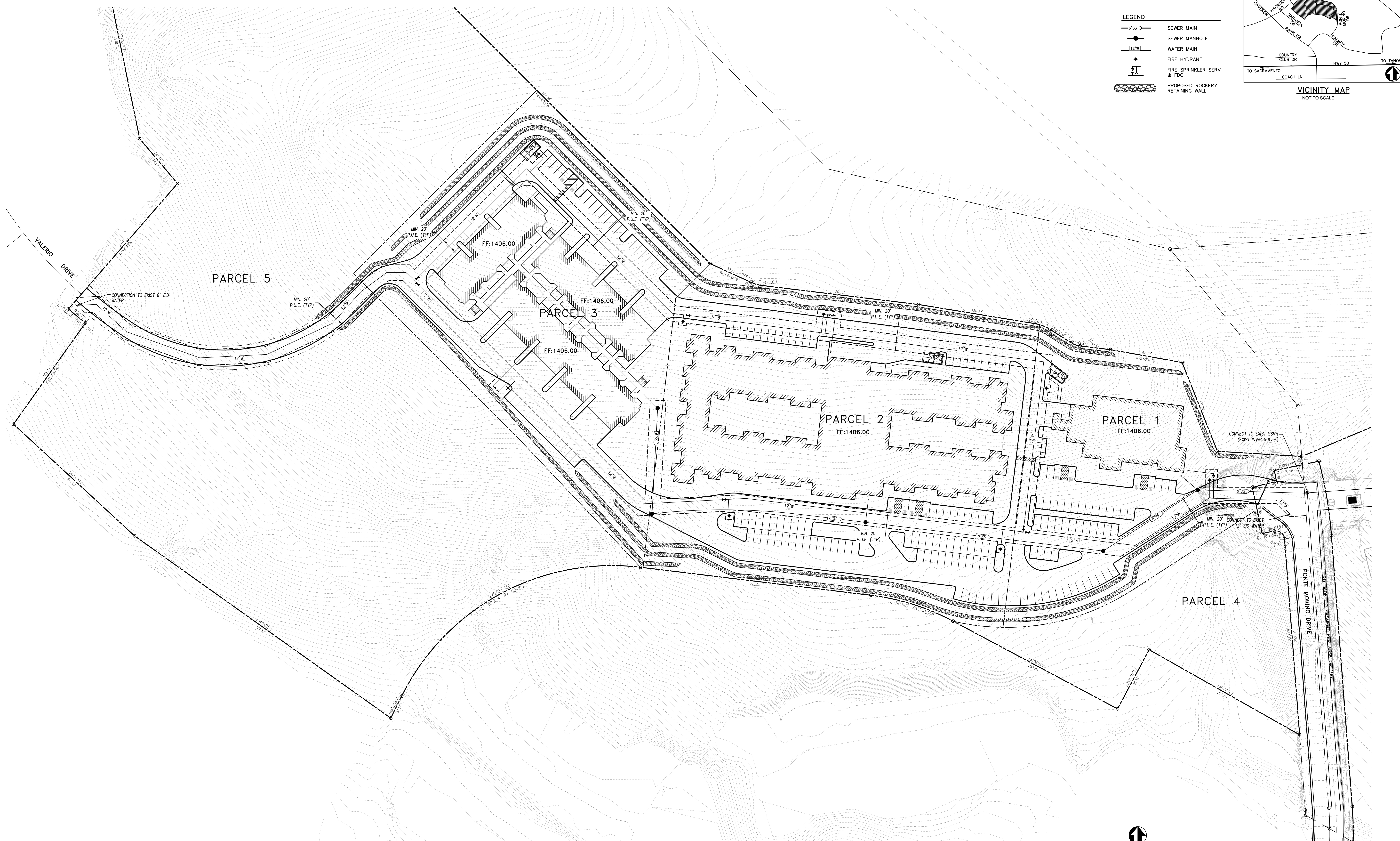
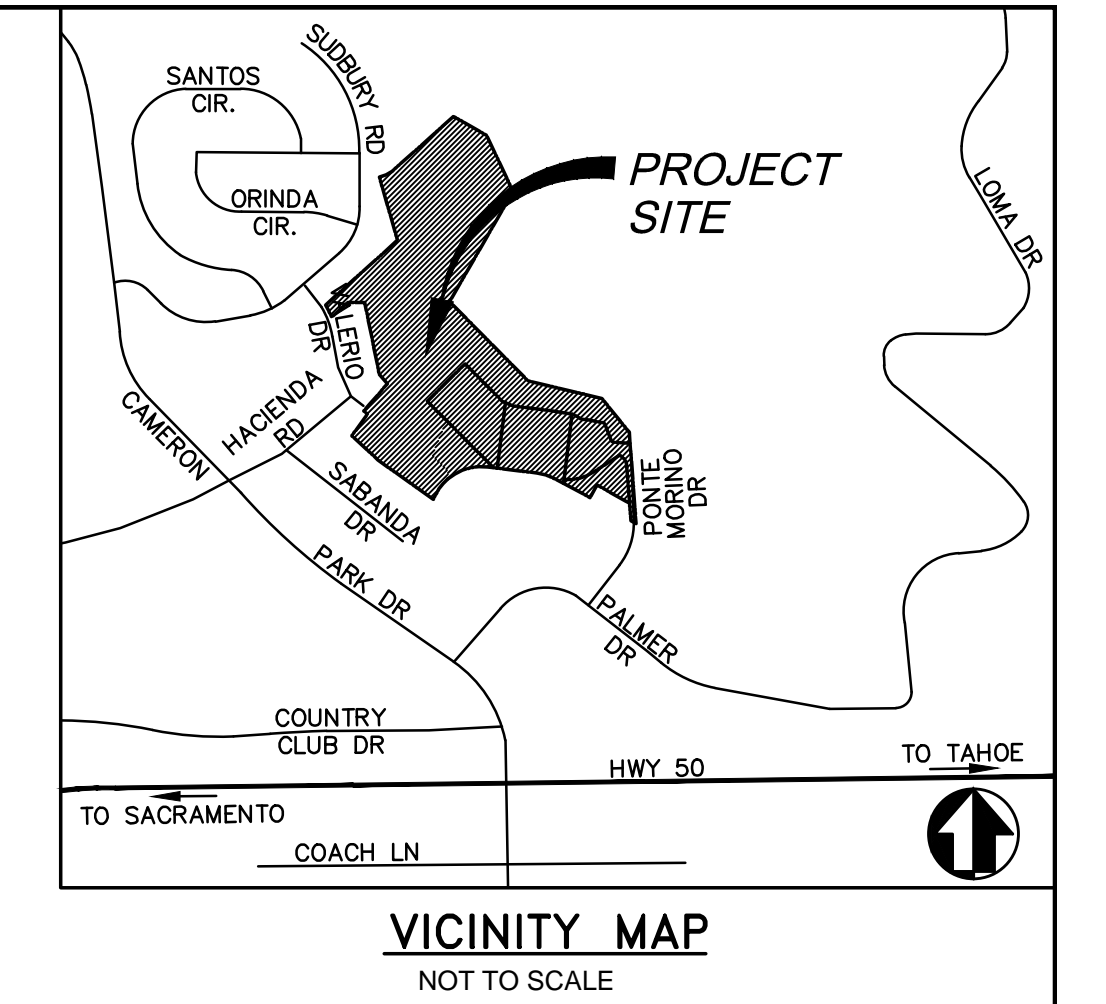
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EXHIBIT P



NOTE: SEWER & WATER EASEMENTS TO BE GRANTED TO EL DORADO IRRIGATION DISTRICT FOR PROPOSED SEWER AND WATER MAINS.

LEGEND	
	SEWER MAIN
	SEWER MANHOLE
	WATER MAIN
	FIRE HYDRANT
	FIRE SPRINKLER SERV & FDC
	PROPOSED ROCKERY RETAINING WALL



**PRELIMINARY WATER & SEWER LAYOUT**

**PONTE PALMERO II**

PARCEL 1 OF BOOK 49 MAPS PAGE 111 BEING A PORTION OF NORTHEAST 1/4 OF SECTION 3, T.39N., R.9E., M.D.M.

COUNTY OF EL DORADO STATE OF CALIFORNIA

SCALE: 1"=40' OCTOBER 2015

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EXHIBIT Q