

(Distributed at hearing)

PC 11/14/19
#5

To: El Dorado County Planning Commission (EDCPC) 11/14/019
From: Richard Ross, resident El Dorado County, El Dorado Hills

Re: General Plan Amendment A14-0003/Specific Plan Amendment
SP 12-0002/Rezone Z14-0005/et al.

The proposed changes to the various planning documents have one objective, to do alter what was once proposed, planned and approved. The details are immense, nearly 3000 pages. There are many places therein for the devil to hide. This document address the initial concerns of : 1-promotional development and 2-geography impact . I ask the Commission to initially look at the big picture.

PROMOTION

El Dorado Hills is the western gateway to El Dorado County and is name sake to the county. How this urbanized unincorporated area is seen and perceived affects the initial image of the county. The early planning history envisioned 'villages' surrounding two golf courses. Two golf courses did not come into being.

The single public golf course did attract visitors and then residents to the immediate area and housing followed. A boulevard, Serrano Boulevard, bisected the course.

This proposal now dooms the remaining golf course. It served its purpose. The course's visual aura is now masked by two weed encrusted pastures. The Serrano Blvd winds between them. A major development, Serrano, now sits above and east beyond EL DORADO HILLS and the course attracts new residents as the earlier course did. The earlier course is no longer needed for that purpose as Serrano development has its own private course, Hwy 50 exit, Silva Valley Parkway and a vehicle challenged Bass Lake Road.

GEOGRAPHY

El Dorado Hills straddles two 'hills' as its name suggests. Each hill run north and south. They are relatively steep, greatly restricting east and west movement and topical development. The 4- mile long main arterial is El Dorado Blvd. It intersects with Hwy 50 on the south and Green Valley Road on the north the only east west arterials. The Blvd is greatly congested morning and evening. Backed up traffic can run easily to a mile.

This proposal adds additional residents on each side of the Blvd who can only ingress and egress by it. Hence the number of Dwelling Units (DU) is a critical factor.

If you permit the proposed changes also consider changing the name EL DORADO HILLS to Folsom East and renaming the Silva Valley Exit to Serrano. I will present more factors at the subsequent public hearings.



PC 11/14/19
#5
21 pages

Charlene Tim <charlene.tim@edcgov.us>

FW: Central EDH Application - CSD Letter Concerning the Development Agreement Conditions

Kevin Loewen <kloewen@edhcsd.org> Thu, Nov 14, 2019 at 8:26 AM
To: Rommel Pabalinas <rommel.pabalinas@edcgov.us>, Breann Moebius <breann.moebius@edcgov.us>, "charlene.tim@edcgov.us" <charlene.tim@edcgov.us>
Cc: John Davey <jdavey@daveygroup.net>, "tjwhitejd@gmail.com" <tjwhitejd@gmail.com>, Tauni Fessler <tfessler@edhcsd.org>, Maurice Johnson <MJohnson@edhfire.com>, April West <awest@edhcsd.org>

Good morning,

While attending the Planning Commission this morning I noticed that this comment letter (attached) was omitted from the record. Could it be added into the record for public comment on the CEDHSP item of business, as the Development Agreement component is a part of the ?

Cordially,



Kevin A. Loewen

General Manager

1021 Harvard Way, El Dorado Hills, CA 95762

Direct Phone: 916-933-6624 / Fax: 916-933-5341

kloewen@edhcsd.org

www.edhcsd.org

From: Kevin Loewen
Sent: Thursday, October 17, 2019 12:19 PM
To: jvegna@edcgov.us; gary.miller@edcgov.us; jeff.hansen@edcgov.us; james.williams@edcgov.us; brian.shinault@edcgov.us
Cc: Donald Ashton <don.ashton@edcgov.us>; Tiffany Schmid <tiffany.schmid@edcgov.us>
Subject: Central EDH Application - CSD Letter Concerning the Development Agreement Conditions

19-1670 Public Comment

PC Rcvd 11/14/19

Good afternoon,

The El Dorado Hills CSD Board of Directors submit the accompanying letter in regards to the Central EDH application that will be heard by the Planning Commission in the coming weeks.

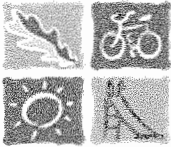
The District understands that the governing authority for the project application development agreement falls within the purview of the Board of Supervisors, however, the District's comments for the project have been included in the DEIR comments, general project comments, and there will likely be additional project comments in the coming weeks when the item is published for public posting purposes; and this letter adds context that may or may not be beneficial for the Commission's review.

Generally, the District would not email the Commission directly, and would otherwise message the Clerk in an effort to respect standard protocols. Apologies extended if this is unconventional, yet, this is at the direction of the Board of Directors. I'm extending my availability to you to meet, discuss, and answer questions related to the letter attached to this message.

This email and attachment is intended to reach the Board of Supervisors, as well as the Commission, and will likely be made public in the near term.

CSD Board of Directors are Bcc to this email.

Respectfully,



El Dorado Hills
Community Services District

Kevin A. Loewen

General Manager

1021 Harvard Way, El Dorado Hills, CA 95762

Direct Phone: 916-933-6624 / Fax: 916-933-5341

kloewen@edhcsd.org

www.edhcsd.org

11/15/2019

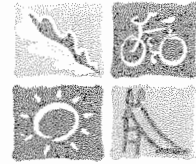
Edcgov.us Mail - FW: Central EDH Application - CSD Letter Concerning the Development Agreement Conditions



Find us on Facebook

This email has been scanned by the Symantec Email Security.cloud service.
 For more information please visit <http://www.symanteccloud.com>

 **2019_10_17_Central EDH Development Agreement_CSD Board Letter to County on Conditions and Requests_with attachments.pdf**
 520K



El Dorado Hills
Community Services District

From: Board of Directors, El Dorado Hills Community Services District

Date: October 17, 2019

To: Donald Ashton, CAO, County of El Dorado
330 Fair Lane
Placerville, CA 95667-4197

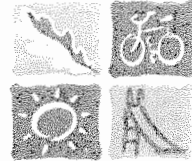
CC: El Dorado County Planning Commission
El Dorado County Board of Supervisors

Subject: Central El Dorado Hills Specific Plan (CEDHSP) Draft Development Agreement Terms and Proposal

The El Dorado Hills Community Services District (District), a political subdivision, has taken part in Development Agreement negotiations for the Central El Dorado Hills Specific Plan (CEDHSP) application made by Parker Development (Developer), to the extent permitted by El Dorado County. We have appreciated the opportunity to participate in some of these limited discussions, in good faith, on behalf of the community we serve.

With the District acting as the voice of the community and per the community's request to maintain the Old Executive Golf Course as a recreation open space resource (see Measure E, 2015), several formal and informal requests have been made to obtain exactions above and beyond the basic legal requirements for the Developer's project application. Examples of this communication are provided as attachments:

- June 12, 2017 – Memo from General Manager Loewen to County Development Agreement Committee for Central El Dorado Hills Project.
- November 22, 2017 – Memo from General Manager Loewen to County Development Agreement Committee for Central El Dorado Hills Project.
- July 26, 2019 – Written comments from General Manager Loewen to CAO, pertaining to draft Development Agreement. All written comments were discussed during a meeting with County staff and representatives from Parker Development.

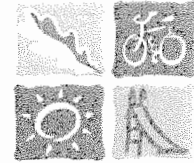


El Dorado Hills
Community Services District

The Developer's project application for a new residential subdivision (Project) is for approximately 1,000 units. Although much discussion, and even draft development agreement language, has included references to an anticipated lower final home production count, the application to be acted upon by the County is still for approximately 1,000 homes. The requirements set forth must be in respect to the application, as submitted for approval.

As such, the District maintains that standard Development Agreement requirements be made onto the project/application:

1. **Quimby Act Parkland Requirements:** Per El Dorado County Subdivision Ordinance (SO) 120.12.090 B and per District Policy 6110 – Parkland Dedication and Development Standards:
 - a. Parkland shall not be determined by the Development Agreement until such time as District staff has been presented with sufficient information to evaluate the property and to ensure that it is acceptable. Sufficient information includes topographic, cultural, and wetland maps; Phase I environmental assessment; and preliminary assessment engineer analyses. All other requirements within Policy 6110 must also be met.
 - b. Credit for parkland will be reduced for all non-usable land, such as for utility, road or pathway easements and, wetlands.
 - c. Should all 1,000 homes (approximately) be single family, then the acreage for Quimby Act Dedication would be 16.5 acres. The County SO defines acreage dedications.
2. **Park Maintenance Funding:** A maintenance funding mechanism must be formed, at the expense of the Developer, for continued maintenance of parkland within the project, and must be formed prior to the first permit issuance. Such funding mechanism shall be in the form of a districtwide community facilities district (CFD), or similar, that is approved of by the District (see District Policy 6110.120 and 6120.1).
3. **Credible Park Size:** Minimum desirable park size is normally three (3) acres for the purposes of economical maintenance and procuring adequate land for the development of multi-purpose fields (Policy 6110.60 A). The proposed one-acre (1+/- acre) entrance into the proposed project subdivision is inadequate, and constitutes a subdivision entrance beautification and amenity, yet, is not parkland.
4. **Land Dedication to District:** All proposed parkland, or other lands for dedication, shall be grant deeded to the District upon filing of the first phase of the final map, regardless of the phase in which the park site(s) are located (Policy 6110.80). In the event the



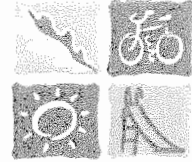
El Dorado Hills
Community Services District

- District approves development of a turnkey park, a park impact fee credit may be utilized, as per Policy 6200 and as defined within a parkland dedication agreement.
5. **Clear & Complete Title:** All parkland, or other lands to be dedicated to the District, shall be free and clear of liens, leases, easements, encumbrances and use restrictions including any unrecorded encumbrances such as per acre assessment fees against the land for the availability of roads, bridges, water and sewer services (Policy 6110.90). This includes the elimination of the proposed revisionary clause where the dedicated park lands would revert to the Developer at any time.
 6. **Utilities:** Delivery to the proposed park site of an adequate supply of potable water and sewer and/or electrical service, where applicable, shall be guaranteed by Developer or builder and stubbed out at an appropriate location. Alternate domestic water sources must be adequate to satisfy supply and demand for the proposed land use (6110.60 I). The District requests that provision of these utility(ies) stubs and meters be at the expense of the Developer/Project.
 7. **Drainage & Wetlands:** Drainage courses, or dedications near or adjacent to hazardous or noxious material's sites are not acceptable for parkland dedication credit to the District. Flood plains and wetland areas are generally not accepted, unless the site's potential risks are fully mitigated at the subdivider's risk and expense (611060 J).

The District has previously provided confidential memoranda (attached, as referenced earlier) to express the position of the District Board and the EDH residents served by the District. The status of those memos are no longer confidential and the following comments and requests for the aforementioned community enhancements do not replace the original desire for the terms previously conveyed, however, the District understands that the land use power and authority to enter into a Development Agreement rests with El Dorado County.

As such, and to seek the best final outcome(s) for El Dorado Hills residents, both now and in the future, the District requests that the County, at a minimum, provide the following compromise elements within the Development Agreement:

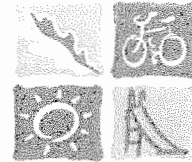
1. **\$3,000/Unit Community Benefit/Enhancement Fee.** Builders shall make payment of the community benefit/enhancement fee directly to the District. Those funds will be set aside into an endowment, from which future revenue earned will be used at the sole discretion of the District Board for programs, amenities, and direct benefits to EDH community members. These fund uses may include outdoor education, sustainability measures, inclusionary park elements, trail development and maintenance, and other



El Dorado Hills
Community Services District

environmental enhancements, including those planned at Bass Lake and other areas of the District. This amount (\$3,000) of the community benefit/enhancement fee is intended to comprise one-half (50%) of the one-time fee the County has communicated it plans to exact for each building permit issued for this project. Submitting these fees directly to the District will ensure the benefits are applied back into the community that will be losing such a large and contiguous open space element that the community will be deprived of, should the County approve the Project.

2. **Transfer Fee:** Similar to the community benefit/enhancement fee, 1/8% (0.00125) of the secondary and perpetual property transfer fee shall be assigned to the District, and to be designated for park operation uses and local enhancements. Again, to ensure the benefit is longstanding for EDH residents, the principal of these perpetual fees will be placed into an/the endowment to fund ongoing operations related to open space, outdoor education, fire fuels reductions, trail enhancements, or similar community-benefitting activities. This amount of the fee to be assigned to the District shall comprise one-half (50%) of the fee that the County has communicated it plans to exact on this Project.
3. **Civic/Commercial Land Dedication:** The proposed 11.5 acre parcel of Civic/Limited Commercial land near the fire station on El Dorado Hills Boulevard shall be dedicated to the District upon project approval. This land is not currently designated as parkland/open space, as such it does not qualify as parkland dedication. It is the intent of the District to obtain this property for use as parkland, community facility, or other beneficial uses determined by the District Board. This land shall be dedicated without use or other restrictions established by the developer or County, nor any reversionary clauses.
4. **Reversionary Clauses on Title for Existing District Parks:** District requests the reversionary clauses on public parkland in the El Dorado Hills Specific Plan, namely Village Green, Archery Range and Allan Lindsay Park, be removed. Such clauses, were rightfully intended to ensure the appropriate long term uses of these dedicated lands. However, 25 years later, these properties are actively managed and programmed parks, and the District's ownership and Title should not be encumbered by unnecessary clauses. This request is consistent with ALL other properties or developments in EDH.



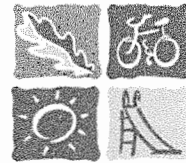
El Dorado Hills
Community Services District

Again, in the event this project moves forward, the District appreciates the opportunity to participate in the creation of the Development Agreement in support of the residents of El Dorado Hills. Please contact the District General Manager at 916-933-3212 or via email at kloewen@edhcsd.org if you have any questions or concerns about the conditions specified above.

Respectfully submitted on behalf of the Board of Directors

A handwritten signature in black ink that reads "Kevin A. Loewen". The signature is written in a cursive, flowing style.

Kevin A. Loewen, General Manager



El Dorado Hills
COMMUNITY SERVICES DISTRICT

To: CEDHSP Development Agreement Committee
From: Kevin A. Loewen, General Manager
Date: June 12, 2017
Subject: CEDHSP Development Agreement Terms

The El Dorado Hills Community Services District (District), through this confidential development agreement process, provides this memo for internal uses only. County Staff and the Developer (Parker Development) have requested a formal memo in proceedings for a development agreement (DA) on the Central El Dorado Hills Specific Plan (CEDHSP). The District does not have land use authority, those powers are at the sole discretion of the El Dorado County Board of Supervisors. As such, perspective must be presented as to the District's position that it first and foremost has sought, and continues seeking, to preserve the "Old Executive Golf Course" in its entirety, as open space and recreation facilities.

At the request of the Community, the District placed Measure E on the November 3, 2015 ballot. The question posed to the community was, "Should the El Dorado County Board of Supervisors re-zone the approximately 100 acres of the former Executive Golf Course in El Dorado Hills from its current land use designation as "open space recreation" to a designation that allows residential housing and commercial development on the property?" Over 40% (9,057) of voters in El Dorado Hills cast a vote on this Measure, with over 91% (8,236 of 9,057) voting "No" on that ballot question.

The District supports the voice of the community through Measure E. In the event that an application to change the Old Executive Golf Course to something other than open space/recreation facilities is approved by the County, the District must be poised to address the community's interests and appreciates the opportunity to participate in this DA process.

At this time, the Central El Dorado Hills Specific Plan will meet the needs of the community by incorporating to the following terms, which are aside and separate from requirements that must be satisfied per the County General Plan, Subdivision Ordinance, or any other ordinances:

- The Developer/Applicant has offered the Civic Limited-Commercial (C-LC) site as dedication for a senior center (i.e., Center for the Ages), and has offered funding (e.g., seed money) toward construction of the same. The C-LC acreage shall be relocated to

provide continuous parkland dedication at the southern portion of project. The C-LC site will be situated with the 15-acre proposed parkland, and an additional contiguous acreage to equal 45 total acres of CSD parkland.

- Funds offered toward a senior center at the C-LC shall be transferred to the District at the time of the first permit of the project being issued. Such funds currently offered by Developer for a "Center for the Ages" shall be utilized for the same purposes (e.g., multi-generational community center) at a community park.
- Developer shall front-load construction of the turnkey park. Design shall be provided by and approved by District through a collaborative development process. A park impact fee credit system will be provided as an option for the Developer. Sports field lighting is mandatory.
- The Landscape Lighting Assessment District (LLAD) shall be activated from the onset of the first permit issued. Developer may opt to include remaining lots within EDH Specific Plan into that LLAD. The CEDHSP LLAD will include one Community Park for the District.
- Public park parking lot shall be restricted for District-permitted uses only. Proposed park and ride at the public park parking lot will not be permitted.
- The plan shall include public access to Plan trail network.
- Any public trail landing, such as the Highway 50 foot bridge and any of its setbacks or easements, shall not be dually applicable for satisfying parkland dedication.
- Any street landscaping, median, entry monuments, and open space areas and their ongoing maintenance and upkeep shall be the responsibility of HOA/CFD.
- All oak tree (or other tree) mitigation shall be performed in District boundaries.

Again, in the event this project moves forward, the District appreciates the opportunity to participate in the creation of the DA in support of the residents of El Dorado Hills. Please contact me at 916-933-6624 or via email at kloewen@edhcsd.org if you have any questions or concerns about the conditions specified above.



To: CEDHSP Development Agreement Committee
From: Kevin A. Loewen, General Manager
Date: November 22, 2017
Subject: CEDHSP Development Agreement Terms

The El Dorado Hills Community Services District (District) has taken part in Development Agreement negotiations for the Central El Dorado Hills application made by Parker Development (Developer). Without any such involvement or communications from the County on this matter in over two months, and while the District is assuredly not privy to all aspects of these negotiations, the most recent iteration of community benefits directly tied to the Community Services District that are above and beyond standard development requirements (e.g., Quimby), as presented by the Developer during negotiations and other dialogue, include:

1. \$3,000/unit community enhancement fee. Developer requests to direct those funds to the County for holding and disbursement to the District. Developer has requested that funds be applied toward parks in the Bass Lake area.
2. 1/4% (0.25%) secondary and perpetual property transfer fee to be assigned to the District for park operation uses.
3. 11 acres of C/LC near the fire station.

The District has previously provided confidential memoranda to express the position of the District Board and the residents served (see attached). The following comments and requests for the aforementioned community enhancements do not replace the original desire for the terms previously conveyed, however, the District understands that the land use power and authority to enter into a development agreement rests with El Dorado County.

1. Given that development projects such as the proposed Central EDH Plan occur across many years, the value of the \$3,000/unit fee, as permits are pulled, will lose its community enhancement ability over time through inflation. The District requests that

the fully entitled project be funded at the outset of any such entitlement so that those funds may be applied directly to projects and programs within the District's Park & Recreation Facility Master Plan. That Master Plan currently has in excess of \$140M in capital needs. The community enhancement fee will have no relationship tied to park development impact fees, and the funds must be directed to the District. Should this not be an option, then the per unit fee should be escalated annually in the amount equal to the annual change of the construction cost index, as indicated in the engineering news record.

Enhancement fee funds should be provided to the agency for which they are specifically designated for use by in the Development Agreement because, to have those funds directed to the County, as requested by the Developer, will inherently result in additional administrative processes, such as financial tracking, and present the potential for redirection of the funds toward other uses.

2. A 1/2% (0.5%), instead of 1/4%, secondary and perpetual property transfer fee shall be agreed to be assigned to the District for projects and programs within its Park & Recreation Facility Master Plan. A portion of that transfer fee in the amount of equal to 20%, or 1/10 of the original 1/2%, will be dedicated and assigned for community enhancement uses by the EDH Promise Foundation. In the event that the EDH Promise Foundation dissolves, then the funds will be distributed to its successor non-profit organization.
3. The District will accept the 11 acres of C/LC property near the fire station, with no parkland dedication credit toward the project being applicable to this IOD, as the property has severe park and recreation use limitations due to the excess of 20% slope.
4. All community enhancement benefits obtained and received through this Development Agreement will be managed by the District without assignment by the Developer or others.

As previously stated, the items aforementioned are above and beyond standard development requirements. The District maintains that standard Development Agreement requirements be made.

1. Quimby parkland requirements. Per El Dorado County Subdivision Ordinance (SO) 120.12.090 B and per District Policy 6110 – Parkland Dedication and Development Standards.
 - a. Parkland shall not be determined by the Development Agreement until such time as District staff has been presented with sufficient information to evaluate the property and to ensure that it is acceptable. Sufficient information includes topographic, cultural, and wetland maps; Phase I environmental assessment; and preliminary assessment engineer analyses. All other requirements within Policy 6110 must also be met (see attached).

- b. Credit for parkland will be reduced for all non-usable land, such as for utility, road or pathway easements and, wetlands.
2. A maintenance funding mechanism must be formed, at the expense of the Developer, for continued maintenance of parkland within the project, and must be formed prior to the first permit issuance. Such funding mechanism may be in the form of a lighting and landscaping assessment district, community facilities district, or similar that is approved of by the District (see District Policy 6110.120 and 6120.1).
3. Minimum desirable park size is normally three (3) acres for the purposes of economical maintenance and procuring adequate land for the development of multi-purpose fields (Policy 6110.60 A).
4. All proposed parkland, or other lands for dedication, shall be grant deeded to the District upon filing of the first phase of the final map regardless of the phase in which the park site(s) are located (Policy 6110.80). In the event that the District approve development of a turnkey park, a park impact fee credit may be utilized, as per Policy 6200 and as defined within a parkland dedication agreement.
5. All parkland or other lands to be dedicated to the District shall be free and clear of liens, leases, easements, encumbrances and use restrictions including any unrecorded encumbrances such as per acre assessment fees against the land for the availability of roads, bridges, water and sewer services (Policy 6110.90).
6. Delivery to the proposed park site of an adequate supply of potable water and sewer and/or electrical service, where applicable, shall be guaranteed by subdivider/developer and stubbed out. Alternate domestic water sources must be adequate to satisfy supply and demand for the proposed land use (6110.60 I).
7. Drainage courses, or dedications near or adjacent to hazardous or noxious material's sites are not acceptable. Flood plains are generally not accepted, unless the site's potential risk's are fully mitigated at the subdivider's risk and expense (611060 J).

Again, in the event this project moves forward, the District appreciates the opportunity to participate in the creation of the DA in support of the residents of El Dorado Hills. Please contact me at 916-933-6624 or via email at kloewen@edhcsd.org if you have any questions or concerns about the conditions specified above.

SECTION 3. - OBLIGATIONS OF THE PARTIES

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

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

3.2.1. Dedication of Country Club Drive Right-of-Way. Notwithstanding the County having included within its current TIM Fee Program budget approximately 3.4 Million Dollars (\$3,400,000.00) for acquisition of Country Club Drive Right-of-Way between Silva Valley Parkway and El Dorado Hills Blvd, Developer will dedicate to County in lieu of condemnation and with no compensation to developer, those segments of right-of-way owned and/or controlled by Developer in order to minimize cost to County. Dedication of the portion of right-of-way located within the Project shall occur upon completion of the roadway improvements and acceptance by the County, or on such other schedule as mutually agreed by County and Developer. Dedication of the portion of off-site right-of-way through the adjacent Serrano Project shall occur on or prior to the date upon which construction of Phase 1 of Country Club Drive is completed and accepted by the County, unless otherwise mutually agreed by and between the County and Developer. The parties acknowledge that the precise alignment for the off-site portion of Country Club Drive may change upon completion of final design and engineering. Accordingly, if the final alignment has not been determined at the time Developer is required to dedicate the off-site right-of-way through the adjacent Serrano Project, Developer's offer of dedication shall be based on the conceptual alignment as shown on Exhibit __ hereto. At such time as the County accepts the offer of dedication, the resolution accepting the offer of dedication will contain the final description of the right-of-way area. Any excess right-of-way not necessary for Country Club Drive shall be vacated in accordance with California Government Code section 7050. The negotiated dedication obligation set forth herein is in lieu of condemnation, as County has communicated the necessity and intention to acquire the Country Club Drive segment through condemnation, if necessary, to facilitate construction as contemplated by County's Capital Improvement Program.

3.2.2. Construction of Country Club Drive.

Commented [DA1]: Language still being negotiated.

3.2.3 Off-site Right-of-Way. A number of off-site improvements for the Project, including but not limited to portions of Country Club Drive, will require the acquisition of rights-of-way not owned by Developer. Developer has had preliminary conversations with adjacent owners to acquire the necessary right-of-way and will continue to use its good faith, reasonable efforts to acquire the necessary right-of-way. However, if Developer is unable to acquire the necessary right-of-way through good faith negotiation at or near the appraised value of the interests being acquired, the County agrees that it will commence proceedings to authorize it to exercise its power of eminent domain to acquire the needed property rights. The County's agreement to commence proceedings to utilize the eminent domain process is a reflection of the importance of the Country Club Drive Improvements to the County's overall circulation and

CIP and is not intended as a means to aid the Project as a private undertaking. Should Developer require the County's intervention to acquire the necessary right-of-way, the Parties shall enter into a separate agreement for the funding and reimbursement of any acquisition costs.

3.2.4. Community Benefit Fee. Developer agrees that a fee shall be collected by the County at the time of the issuance of each residential building permit within the Project ("**Community Benefit Fee**"), as set forth in this paragraph. The County may use these funds for any purpose benefiting the community, as determined in the sole discretion of the Board of Supervisors. However, it is the desire of Developer that the Community Benefit Fee be utilized by the County in conjunction with the CSD to provide recreational, senior facilities, or other facilities for the benefit of the community in conjunction with the regional park on Bass Lake, the County 41 acres on Bass Lake, the 15-acre park in the CEDHSP and/or the 11-acre Civic/Limited Commercial facility in the CEDHSP. The Community Benefit Fee shall be collected upon building permit issuance in the amount of Six Thousand Dollars (\$6,000.00) per dwelling unit. This one-time fee shall apply only to the first building permit and shall not apply to remodels or secondary units on a single parcel.

Commented [KL2]: Allan commented on this – that the funds should be required to remain in EDH in some capacity.

Commented [KL3R2]: To be used for construction and maintenance of trails, parks, and senior centers in the EDH community. Funds will be endowed if not expended in any fiscal year.

3.2.5. Payment of Property Transfer Fee. Developer agrees to the establishment of a voluntary Property Transfer Fee to be imposed upon all future sales of property within the Project. The Property Transfer Fee shall be payable to the County, it shall be collected at close of escrow for each sale, and it shall be calculated at a rate of one-quarter percent (0.25%) of the sales price of the Property in question. (For example, a sale of a home for \$400,000.00 would generate a Property Transfer Fee of \$1,000.00; $\$400,000.00 \times .0025 = \$1,000.00$.) The Property Transfer Fee shall be used for the ongoing maintenance of the properties referred to in paragraph 3.2.4 if they exist and, if not, shall be used by the County for other services that benefit the community.

Commented [KL4]: Same as 3.2.4 comment

Commented [KL5R4]: To be used for construction and maintenance of trails, parks, and senior centers in the EDH community. Funds will be endowed if not expended in any fiscal year.

County and Developer shall jointly prepare and record with the Office of the County Recorder prior to the first property sale to an individual homebuyer a Memorandum of Agreement to Pay Property Transfer Fee in form and content mutually satisfactory to the parties and in a form which does not conflict with federal regulations, nor result in any impairment of prospective purchasers' ability to secure federally-insured purchase financing. The Property Transfer Fee shall not apply to the initial sale of property to merchant builders, nor to the purchase of a home from the merchant builder, but shall apply to all subsequent purchasers. Similarly, the Transfer Fee shall not apply to the initial sale of large lot multi-family or Limited Commercial properties, but shall apply to all subsequent sales of those properties.

3.2.6 Dedication to CSD of Parkland in Excess of Obligation. Developer hereby commits to provide to EDHCSD and the community, in full satisfaction of any and all Quimby parkland dedication obligations, 16.3 acres of parkland, comprised of 15.3 acres of dedicated, active, Community Park and a privately owned and maintained 1-acre neighborhood park. Based upon the EDHCSD's Quimby Ordinance, and assuming full build-out of the potential 1,000 Project dwelling units, the maximum required acreage would be 13.3 acres. Developer anticipates that actual buildout will result in fewer than seven hundred fifty (750) units, which results in 11.58 acres of required parkland. Notwithstanding the significant excess parkland included within the Project, Developer shall dedicate the entire 15.3 acres of Community Park to EDHCSD, so long as the approved Project includes a minimum of 700 units. If the approved

Commented [KL6]: Review and acceptance of land: 1. Meet CSD policy(ies) for parkland dedication/acceptance, 2. Be approved by CSD, 3. The neighborhood park was previously identified as more of a village entrance, not a park, as such it would not be creditable to Quimby and was not desired by CSD.

Commented [KL7]: CSD would not credit for wetland, easements to other entities other than agreed-upon utilities, the creek, or other mitigation lands.

Commented [KL8R7]: No Quimby credit for land utilized for the pedestrian crossing.

Project contains less than 700 units, the required dedication acreage shall be adjusted downward to meet Quimby Act requirements. Construction and dedication timing shall be as set forth in Section 3.2.9 and Exhibit __ attached hereto, subject to Developer and EDHCSD reaching agreement upon park design and phasing. In the event Developer and EDHCSD fail to reach such agreement, Developer shall be required to pay applicable EDHCSD park impact fees (exclusive of any portion of the fee attributable to open space, which Developer has satisfied in kind), and Developer shall be required to dedicate the entire park parcel on or before the issuance of the one hundredth (100th) building permit within the Project. The Community Park design shall accommodate the planned pedestrian overcrossing and related trail connections. Developer will commence construction of the 1-acre park prior to issuance of the fiftieth (50th) building permit within the Project and north of Serrano Parkway.

3.2.7 Dedication to County of 11-Acre Civic/Limited Commercial Parcel. In addition to the parkland dedications described above in excess of Developer's parkland dedication obligations, Developer shall also offer to dedicate to County the 11-acre parcel zoned Civic/Limited Commercial and located immediately north of Wilson Boulevard and immediately east of El Dorado Hills Blvd. County must request this dedication within two (2) years from and after the Effective Date of this Agreement and Developer shall dedicate within sixty (60) days of such request. Through this offer, Developer intends to provide an opportunity for the CSD, County or other public entity to develop a public facility or recreational amenity on this 11-acre parcel situated between two existing public facilities. This dedication shall be made subject to the County holding the property in trust for the benefit of the community with its first obligation to offer it to the EDHCSD in the event that the EDHCSD is prepared to utilize the property in a way acceptable to the County. If, after five (5) years from County acquiring the property, the CSD has made no proposal acceptable to County, the County shall be free to retain the property for itself, or to offer the Property to any public agency for the benefit of the community. The grant deed conveying the Civic/Limited Commercial property shall contain a reversionary interest retained by Developer, which shall provide that in the event that the CSD, the County, or another public agency selected by County, has not commenced construction of a park project, senior citizens center, or similar public facility within ten (10) years after acceptance of dedication, the Civic/Limited Commercial property shall, at the option of Developer, revert to Developer. The form of Grant Deed is attached as Exhibit __.

3.2.8 Developer to Provide Publicly-Accessible/Private Maintained Open Space and Approximately 7,800 Linear Feet of Bicycle/Pedestrian Trails. Developer has included within the Project significant open space land which is in excess of the County General Plan requirement of thirty percent (30%). Additionally, Developer hereby commits to install approximately 7,800 linear feet of pedestrian and bicycle trails within the open space areas east of El Dorado Hills Blvd., as conceptually depicted in the Specific Plan, including the relocation to east of the creek of the existing pedestrian path along the eastern edge of El Dorado Hills Blvd. Developer shall establish an owners association to regulate the use of and maintain both the open space areas (trash collection, fire prevention, etc.) and to maintain and repair the trail systems. Developer may elect to establish separate homeowner's associations for the Project areas east and west of El Dorado Hills Blvd., respectively. Notwithstanding these private maintenance mechanisms, the trails shall be accessible to the public. Developer shall record an open space and/or trails easement to ensure the open space areas are preserved in perpetuity, remain publicly accessible, where feasible, and provide the Developer and successors with

Commented [KL9]: Most developers would've already work out a draft agreement with the CSD on this, otherwise, it sets up problems for all parties later on. This should be a prerequisite to taking this to your Board.

Commented [KL10]: 1.They have to pay the fee regardless this sentence carries on from the previous language about park delivery timing, but the fee is a separate matter unless a fee can be agreed to.
2.Odd, why remove the open space element. This will make accounting on Fees more difficult. Just make them pay the same fee as all other projects.

Commented [KL11]: Request this to be dedicated without an conditions – no reversionary or use restriction clauses. Just a straight dedication.

Commented [KL12]: No turnkey park; dedicate land at firm map. Park to be developed by CSD.

Commented [KL13]: County and CSD should discuss this in Footprint lost of park; setbacks; maintenance; agreeableness by CSD.

Commented [KL14]: Reiterating that the previous design was an entrance, not a park. As such, this should be developer/HOA issue/burden and not the CSDs. That is, unless something has changed. 1 acre is a parklet – not much of a park for useful purposes.

Commented [KL15]: Not sure why you'd mingle this with parkland when it is clearly identified as a civic/commercial property. Does the County want to see the District's prelim designs for a park so that you get an understanding of the constraints and costs?

Commented [KL16]: County should reject this reversionary clause. CSD wouldn't accept another reversionary property from Developer.

Commented [KL17]: Should require approval of any OSMP Trail Plan by County and/or CSD. Should require review and approval of CC&Rs

indemnity against liability, in the form attached as Exhibit ____ hereto, when the open space areas are finally defined by development of the adjacent development areas, which will likely occur late in the Project's development.

3.2.9 Developer to Construct 15.3-Acre Community Park and 1-Acre Neighborhood Park and Form a Funding Mechanism for Maintenance. Provided that Developer and EDHCS D can reach agreement upon a park design and phasing plan within one (1) year from and after approval of this Agreement, as provided for in Section 3.9 hereinafter, Developer shall construct the Community Park in accordance with an agreed upon Community Park Phasing Schedule. Developer's financial obligation shall be capped at an amount equal to the total park development impact fees that would otherwise be generated by the Project. Developer shall be entitled to one hundred percent (100%) credits against EDHCS D Park Impact Fees, for the full amount of design, management and construction costs incurred, until such time as the (1) the park has been completed by Developer and accepted by EDHCS D, or (2) Developer has exhausted all credits available to Developer. Developer shall construct the 1-acre neighborhood park, at its sole expense, prior to issuance of the one hundred fiftieth (150th) building permit within the Project and north of Serrano Parkway. Developer shall establish an owners association which shall be responsible for maintenance of the neighborhood park. The Community Park shall be maintained by the EDHCS D, through a Landscape and Lighting Assessment District ("LLAD") to be established for the Project prior to issuance of the first certificate of occupancy within the Project. The LLAD shall impose upon the Project the Project's fair share of maintenance costs, as reasonably determined by either (1) agreement between Developer and EDHCS D consistent with other Community Park LLADs, or (2) in the event the parties are unable to agree, based upon the updated Fiscal Impact Analysis required by Section 3.9 hereinafter.

Commented [KL18]: Not agreeable to this unless the PDA specifies approval of design(er), contractors, PM/CM, etc. The aforementioned contingent PDA may cover this.

Commented [KL19]: Not agreeable. Would be better to req project conditioning to be part of District-wide CFD for maintenance. It's looking like Saratoga will be the first project to kick this CFD off. LLADs are becoming much harder to manage are being litigated more so than these CFDs. This is an important requirement.

3.2.10 Developer Contribution to Pedestrian Overcrossing. Not later than the date of issuance of the one hundred fiftieth (150th) residential building permit within the Project, Developer shall make a contribution to the County to be utilized for the environmental review and necessary state or federal permitting of the pedestrian overcrossing. The amount of the contribution shall be the lesser of actual costs expended by County on required environmental review and permitting or Five Hundred Thousand Dollars (\$500,000.00). The Developer contribution shall be made prior to, and as a condition of, the issuance of the seventy-fifth (75th) building permit within the Project. In the event County has not completed its environmental review and permitting efforts by that point, County may request, and Developer shall deposit, the entire Five Hundred Thousand Dollars (\$500,000.00) which County shall utilize in connection with its ongoing permitting efforts, until done. County will provide quarterly financial updates to Developer, documenting the amounts on deposit. County shall refund to Developer any unused amounts upon securing the necessary environmental approvals and/or permits.

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

3.3.1 Calculating Credits and Reimbursements. The “**Country Club Drive Improvements Costs**” include actual construction costs, offsite right-of-way costs (but no on-site right-of-way costs, nor costs for Serrano project right-of-way), design, engineering, environmental permitting and mitigation, construction management and other costs typically funded by the TIM Fee Program. The Developer shall receive credits against the local improvement portion, less the Silva Valley Interchange set aside amount (if any) of the TIM Fees payable at the time of issuance of building permits, up to the total amount of the Country Club Drive Improvement Costs incurred for both Phases of Country Club Drive. To the extent that the Country Club Drive Improvement Costs exceed the amount of credits that can be used against the local portion of TIM Fees for the Project, Developer shall have the right either to assign remaining credits to other development projects within the TIM Fee Zone 8 or elect to have the remaining balance reimbursed to Developer through TIM Fee revenues or a combination of both credits and reimbursements.

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

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

3.6. County Cooperation and Processing. County, through its officers, agents and employees, shall exert good faith efforts and cooperate with Developer and support the Project as necessary: (a) to issue approvals of improvement plans, encroachment permits, tentative maps which are consistent with the CEDHSP, final maps and other ministerial approvals in a timely manner, to form the necessary Community Facilities Districts contemplated hereby, and (b) to obtain other permits or approvals required from other government agencies to effectuate the development of the Property. In particular, County agrees to expedite its review and processing of the Country Club Drive improvements to facilitate the parties' mutual desire to achieve the benefits of the improvements as soon as practically possible. For purposes of this Agreement, approvals for tentative maps, development plan review, use permits, etc., shall be timely if acted upon within six (6) months of submittal of a completed application. Specific Plan Amendments shall be deemed timely if acted upon within nine (9) months of submittal of a completed application.

3.6.1 Wetland Permitting. At the request of Developer, County agrees to submit, as the applicant, any applications for wetlands permits necessary for the construction of the road

improvements offsite of the Project property, specifically including, without limitation, the Country Club Drive Improvements.

3.7. Public Financing. County agrees to cooperate with Developer in the formation and implementation of public financing districts or areas of benefit, such as, a Community Facilities District or Statewide Community Infrastructure Program districts, as provided in the CEDHSP Financing Plan, as may be amended. County and Developer acknowledge and agree that facilities eligible to be financed through the CFD shall include, without limitation, portions of Country Club Drive, portions of the Community Park, portions of the trails, wetlands and open space amenities, a recycled water line for EID, if necessary, a sewer line upgrade and, potentially, a portion of the pedestrian overcrossing environmental review and permitting costs, EID fees and any and all development impact fees applicable to the Project. County and Developer shall use their best efforts to cause to be formed any such financing district(s) provided that such formation is consistent with the criteria set forth in the CEDHSP Financing Plan and applicable County ordinances or adopted policies regulating such matters. County agrees that any credits or reimbursements owed to Developer shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with any special taxes or bond proceeds.

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

3.9 Protection Against Negative Fiscal Impacts. Consistent with County policy, the Developer has provided to County a Fiscal Impact Analysis (“FIA”) dated _____, 2017, and prepared by Economic and Planning Systems (“EPS”). This FIA was based upon project build-out at maximum density. The FIA determined that the proposed project would have a net neutral fiscal impact upon the El Dorado Hills County Water District and the El Dorado Hills Community Services District and a net negative fiscal impact upon the County General Fund and County Road Fund. Developer and County shall form a community facilities district (“CFD”) or other mutually acceptable financing mechanism to generate annual revenues to the County sufficient to eliminate the identified negative fiscal impact to both the County General Fund and the County Road Fund. To ensure that the most current and accurate information reflecting actual project build-out expectations are utilized in calculating fiscal impacts, Developer shall cause EPS (or other consultants acceptable to County) to prepare an updated FIA not later than submittal of the first small lot tentative map for the Project, which FIA shall reflect then anticipated densities, then projected assessed values, and the then current County fiscal year budget. The negative annual fiscal impact, if any, shall be determined based upon the updated FIA utilizing the same methodology previously utilized by EPS. Any negative fiscal impact identified therein shall be mitigated through an annual payment in the then identified amount made through the CFD to the County General Fund and County Road Fund, respectively. County and Developer shall cooperate, utilizing best efforts, to form the CFD prior to, and as a condition to, recordation of the first small lot final map for the Project. The updated Fiscal Impact Analysis may include, in the event Developer and EDHCS are not otherwise able to reach agreement pursuant to Section 3.2.9 hereinabove, an analysis of the Project’s fair share maintenance obligation for the Community Park which shall be funded through a Project-wide LLAD.

3.10 County to Conduct a Good Faith Review of Development Fee Impacts Upon Affordability of Housing Types. Developer anticipates that build-out of the Project at maximum density is unlikely, largely due to a development impact fee structure which renders small lot, detached single family and attached multi-family products economically challenged. In particular, impact fees not imposed upon a square foot basis, lot size and/or which do not provide for significantly reduced fees for attached or detached medium or high density products create financial disincentives to development of these products. While Developer has incorporated within the Project an opportunity for a range of densities, without modification to the fee structure (particularly the EID and TIM Fees) it is likely that the full range of densities and product types may not materialize. County hereby commits to review, within one (1) year of execution hereof, the various development impact fee structures to determine if modifications can be made to more fully accommodate or encourage development of a range of housing types.

3.11 Contribution to County's Affordable Housing Trust Fund. The Project shall be subject to a Five Hundred Dollar (\$500.00) per unit contribution to the County's Affordable Housing Trust Fund program, payable in connection with issuance of each building permit within the Project.

3.12 Contribution to County's Intelligent Transportation System Project. . The proposed Project shall pay its fair share of the El Dorado Hills Intelligent Transportation System project ("ITS project"). The ITS project limits and study area, including intersections, are shown in Exhibit _____. The roadway facilities proposed for the El Dorado Hills ITS project include El Dorado Hills Boulevard/Latrobe Road from Serrano Parkway to Golden Foothill Parkway and White Rock Road from Four Seasons Drive to Clarksville Crossing. The total estimated cost is \$5,200,000.

With the first small lot tentative map, the Project proponent shall submit a transportation analysis documenting the Project fair share of fee towards the El Dorado Hills ITS project. The fair share fee shall be calculated based on the Project's proportional share of traffic using the study roadway facilities under cumulative conditions and imposed as a per building permit fee basis.

The County shall use its best efforts to require other projects to pay their fair share, using the methodology outlined above. The proceeds paid for the El Dorado Hills ITS project shall be kept in an account dedicated for the El Dorado Hills ITS project. In the event that the El Dorado Hills ITS project is not constructed or only partially constructed, the proceeds collected shall be returned to the Developer.

3.13 Density Limitation. Notwithstanding any provision contained within the Specific Plan or this Agreement pertaining to density or density transfers, the maximum permitted density within any portion of the Project shall not exceed fourteen (14) units per gross acre, except for age-restricted, multifamily projects and care facilities which shall be permitted at up to twenty-four (24) units per acre.

3.14. Changes in State or Federal Law. In the event of changes in County law, based on changes to state or federal law, prevent or preclude, or render substantially more expensive or time consuming, compliance with one or more provisions of this Agreement, County and Developer shall meet and confer in good faith in order to determine whether such provisions of this

Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes in the law. County shall reasonably cooperate with Developer, at Developer's expense, in Developer's effort to obtain any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this Section. Nothing in this Agreement shall preclude County or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such changes in the law. If changes in the law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, Developer, in its sole and absolute discretion, may terminate this Agreement by providing written notice thereof to County.

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