

2022-0028079

El Dorado

Janelle K. Horne
Recorder-Clerk

06/30/2022 11:31:48 AM

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WHEN RECORDED MAIL TO:**

El Dorado County Planning Services
2850 Fairlane Court
Placerville, CA 95667

Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11911

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CONSERVATION EASEMENT DEED

El Dorado County, Campobello Unit 1 Property

A portion of the Campobello Revised Tentative Map, dated June 2018,

Lots 1-20 and 35-38 (twenty four lots) aka Campobello Large Lots 1 & 2

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the 10th day of April, 2019, by Marble Valley DNR, LLC, a California limited liability company ("Grantor"), in favor of County of El Dorado, a political subdivision of the State of California ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 2.1 acres, located in the County of El Dorado, State of California, and is a portion of El Dorado County Assessor's Parcel Number 119-310-39-100 (the "Conserved Property"). The Conserved Property is legally described and depicted in **Exhibit "A"** attached to this Conservation Easement and incorporated herein it by this reference.

B. The Conserved Property possesses oak woodland and habitat values of great importance to Grantee and the people of the County of El Dorado and State of California. The Conserved Property will provide high quality natural oak woodland habitat providing the "Conservation Values" of the Conserved Property.

C. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3. Specifically, Grantee is a governmental entity identified in Civil Code Section 815.3 (b) and otherwise authorized to acquire and hold title to real property.

D. Campobello 24-8, LLC ("Developer") is developing 24 (twenty four) single family residential lots known as Campobello Unit 1 (the "Project"). The Project consists of a portion of the Campobello project, as shown on the Revised Tentative Map Campobello, dated June 2018, (the "Campobello TM"), Lots 1 – 20 and 35-38 (twenty four lots) also known as Campobello Large Lots 1 & 2. The land development work to create the twenty four lots is

shown on the Improvement Plans for Campobello Unit 1 TM #05-1403-R, approved March 29, 2019 (the "Campobello Unit 1 Imp. Plans"). The Campobello TM was conditioned (the "Campobello TM Conditions of Approval") to comply with the requirements of the Interim Interpretive Guidelines for El Dorado County General Plan Policy 7.4.4.4 (Option A) (the "Interim Interpretive Guidelines") with regards to oak tree removal and the required mitigation for the oak woodland impacts associated with the development of the Property. The Campobello TM is hereby attached as **Exhibit "B"** to this Conservation Easement; the Campobello Unit 1 Imp. Plans are hereby attached as **Exhibit "C"** to this Conservation Easement; the Campobello TM Conditions of Approval are hereby attached as **Exhibit "D"**; and the Interim Interpretive Guidelines are hereby attached as **Exhibit "E"** to this Conservation Easement and all Exhibits are incorporated herein to this Conservation Easement by this reference.

E. Developer, an affiliate of Grantor, has caused to be prepared an Arborist Report by California Tree and Landscape Consulting, Inc., dated March 2, 2019, (the "Arborist Report") hereby attached as **Exhibit "F"** to this Conservation Easement and incorporated herein by this reference. The Arborist Report identifies removal of 2.1± acres of oak canopy area and has numbered the specific trees to be removed to facilitate the land development work in the Campobello Unit 1 Imp. Plans. The Arborist Report states the Conserved Property is a relatively undisturbed, functioning oak woodland making it an ideal site for the conservation of oak woodland as provided for in this Conservation Easement. Furthermore, the Arborist Report states the Conserved Property was inspected on February 27, 2019 and the species and canopy are acceptable and meet the requirements of the Oak Conservation Easement.

F. Developer shall be responsible for funding an account (the "Campobello Monitoring Account") to cover activities to be conducted by Grantee. The Campobello Monitoring Account shall be maintained by Grantee. Within 60 (sixty) days of recordation of the Conservation Easement, Developer shall deposit \$3,000.00 (Three Thousand) Dollars, an amount equal to 3x the annual estimated monitoring expense. On an annual basis, Grantee shall prepare an invoice for the actual costs incurred that year and Developer shall be responsible for replenishing the Campobello Monitoring Account within 60 (sixty) days of receipt of said invoice. The Campobello Monitoring Account shall maintain an estimated three (3) year balance to facilitate Grantee's responsibilities to continue without interruption.

As part of the development of Campobello Unit 1, a California non-profit mutual benefit corporation (the "Home-Owners Association") shall be formed by Developer. Upon the sale and successful close of escrow of the 24th (twenty fourth) home, it is Developer's intention to assign its position in this Conservation Easement to Home-Owners Association and to provide Grantee an Assignment Agreement to be recorded pursuant to Section 10. The Home-Owners Association Budget will include a line item for perpetual maintenance of the common areas/open spaces within the Campobello Unit 1 project area and the annual payment to the Campobello Monitoring Account for the Conserved Property along with other budget line items. The obligations pursuant to this Agreement shall be included as common expenses of the Home-Owners Association, thus providing the funding required for the Campobello Monitoring Account as provided for in this Conservation Easement.

G. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Conserved Property.

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Conserved Property will be retained forever in its natural condition and to prevent any use of the Conserved Property that will impair or interfere with the Conservation Values of the Conserved Property. Grantor intends that this Conservation Easement will confine the use of the Conserved Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of oak woodlands and their habitats in accordance with the Campobello TM, the Campobello Conditions of Approval and the Campobello Interpretive Interim Guidelines.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Conserved Property.

(b) To enter the Conserved Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement and to implement at Grantee's sole discretion, activities required for such enforcement, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Conserved Property.

(c) To prevent any activity on or use of the Conserved Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Conserved Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Conserved Property shall remain a part of and be put to beneficial use upon the Conserved Property, consistent with the purposes of this Conservation Easement.

(e) All present and future development rights, allocated, implied, reserved or inherent in the Conserved Property are hereby terminated and extinguished.

3. Prohibited Uses.

Any activity on or use of the Conserved Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents and affiliates, and third parties are expressly prohibited:

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement.

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, or as required for maintenance of the Conserved Property consistent with this Conservation Easement.

(c) Commercial, industrial, residential, or institutional uses.

(d) Any subdivision or partitioning of the Conserved Property.

(e) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind.

(f) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(g) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(h) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Conserved Property, or granting or authorizing surface entry for any of these purposes.

(i) Altering the surface or general topography of the Conserved Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Conserved Property with concrete, asphalt or any other impervious material except for those habitat management activities authorized by Grantee.

(j) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease.

(k) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Conserved Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface

waters.

(1) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Conserved Property, or the use or activity in question.

4. Grantee's Duties.

To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Conserved Property; and

(2) Prepare reports on the results of the compliance monitoring inspections.

(3) Engage appropriate professionals or personnel as required to remedy any identified problem or threat to the Conservation Values of the Conserved Property.

(4) Developer shall be responsible for funding an account (the "Campobello Monitoring Account") to cover activities to be conducted by Grantee. The Campobello Monitoring Account shall be maintained by Grantee. Within 60 (sixty) days of recordation of the Conservation Easement, Developer shall deposit \$3,000.00 (Three Thousand) Dollars, an amount equal to 3x the annual estimated monitoring expense. On an annual basis, Grantee shall prepare an invoice for the actual costs incurred that year and Developer shall be responsible for replenishing the Campobello Monitoring Account within 60 (sixty) days of receipt of said invoice. The Campobello Monitoring Account shall maintain an estimated three (3) year balance to facilitate Grantee's responsibilities to continue without interruption.

As part of the development of Campobello Unit 1, a California non-profit mutual benefit corporation (the "Home-Owners Association") shall be formed by Developer. Upon the sale and successful close of escrow of the 24th (twenty fourth) home, it is Developer's intention to assign its position in this Conservation Easement to Home-Owners Association and to provide Grantee an Assignment Agreement to be recorded pursuant to Section 10. The Home-Owners Association Budget will include a line item for perpetual maintenance of the common areas/open spaces within the Campobello Unit 1 project area and the annual payment to the Campobello Monitoring Account for the Conserved Property along with other budget line items. The obligations pursuant to this Agreement shall be included as common expenses of the Home-Owners Association, thus providing the funding required for the Campobello Monitoring Account as provided for in this Conservation Easement.

5. Grantor's and Developer's Duties.

Developer shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Conserved Property or that are otherwise inconsistent with this Conservation Easement.

6. Reserved Rights.

Grantor and Developer reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Conserved Property, including the right to engage in or permit or invite others to engage in all uses of the Conserved Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement. Specifically, but without limiting the generality of the foregoing, the Grantor reserves the right to utilize the Conserved Property for recreational purposes such as hiking and bicycling.

7. Grantee's Remedies.

If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Developer of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Developer fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Developer fails to begin the cure within the thirty (30) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled to for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Conserved Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Conserved Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Developer, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Conserved Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Conserved Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Developer or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Developer, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Developer.

(b) Grantee's Discretion.

Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's and Developer's Control.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor and/or Developer for any injury to or change in the Conserved Property resulting from (i) any natural cause beyond Grantor's and/or Developer's control, including, without limitation, fire not caused by Grantor and/or Developer, flood, storm, and earth movement, or any prudent action taken by Grantor and/or Developer under emergency conditions to prevent, abate, or mitigate significant injury to the Conserved Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) Notice of Conflict.

If Developer receives a Notice of Violation from Grantee with which it is impossible for Developer to comply consistent with any prior uncured Notice(s) of Violation, Developer shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee. In order to be valid, a Notice of Conflict shall be given within fifteen (15) days of the date Developer receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Developer shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Developer shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Developer to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities/Monitoring.

Developer retains all responsibilities and shall bear all costs and liabilities of any

kind related to the ownership, upkeep, and general maintenance of the Conserved Property, excepting therefrom the actual maintenance of oak trees and oak woodland features. Developer agrees that Grantee shall not have any duty or responsibility for the operation, upkeep or maintenance of the Conserved Property, other than the oak woodland thereon, the monitoring of hazardous conditions on it, or the protection of Grantor, Developer, the public or any third parties from risks relating to conditions on the Conserved Property. Grantor and Developer remain solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including permits and approvals required from Grantee acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Oak Woodlands Monitoring. As provided for in Section 4, Grantee shall be responsible for periodic monitoring of the oak woodlands on the Conserved Property and shall cause to be performed any maintenance or remedial work that the Grantee may, in its discretion, determine is necessary for the preservation of the Conservation Values. Initially the costs of such monitoring and remedial work shall be borne by Developer, provided however, that Grantor may assign such obligation to the Home-Owners Association upon its formation and adoption of an operational budget which shall provide for the projected annual cost of monitoring and maintaining the Conserved Property in accordance with this Conservation Easement Agreement. The funding obligations provided in this Section shall be incorporated into the governing documents of the Home-Owners Association with enforcement rights for the payment of assessments provided to Grantee.

(b) Taxes; No Liens.
Grantor shall pay, before delinquency, all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Conserved Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Conserved Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Conserved Property.

(c) Hold Harmless.
Developer shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conserved Property, regardless of cause,

except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Developer shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(d) Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

10. Transfer of Conservation Easement or Conserved Property.

(a) Conservation Easement.

Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable). Grantee shall require the assignee to record the assignment. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Conserved Property.

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Conserved Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Conserved Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Developer and Grantee otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Conserved Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor, Developer or Grantee desires or is required to give to the other shall be in writing and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: Marble Valley DNR, LLC
3462 Stagecoach Trail
Loomis, CA 95650
Attn: Rick Beasley

To Developer: Campobello 24-8, LLC
1200 Melody Lane #110
Roseville, CA 95678
Attn: Michael C. Stettner

To Grantee: El Dorado County
2850 Fairlane Court
Placerville, CA 95667
Attn: Planning Director

Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor, Developer and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of El Dorado County, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and Developer.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to affect the purposes of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not

affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This document (including its exhibits) sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Conserved Property.

(f) Termination of Rights and Obligations.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Conserved Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(g) Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(h) Recording.

Grantee shall record this Conservation Easement in the Official Records of El Dorado County and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF Grantor and Developer have executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

MARBLE VALLEY DNR, a California limited liability company

BY: 

NAME: Rick Beasley

ITS: Managing Member

DATE: 2/25/2022

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 2-25-2022 before me, S. Williams, Notary Public
(insert name and title of the officer), personally appeared Rick Beasley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)




DEVELOPER:

CAMPOBELLO 24-8, LLC, a California limited liability company


BY: LA JOLLA PACIFIC INVESTMENT, LLC,
a California limited liability company

ITS: Managing Member

BY: 

NAME: Michael C. Stettner

ITS: Managing Member

DATE: 

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 Sacramento

On 02/25/2022 before me, Karen Catanio, Notary Public
(insert name and title of the officer), personally appeared Michael C. Stettner
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

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

WITNESS my hand and official seal.

Signature Karen Catanio (Seal)



EXHIBIT "A"
LEGAL DESCRIPTION

Exhibit 'A'

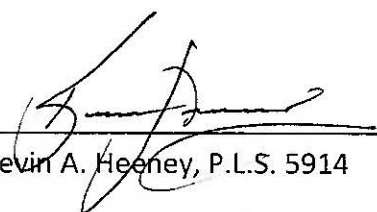
All that real property situate in the County of El Dorado, State of California lying in the North one-half of Section 8, T. 9 N., R. 9 E., M.D.M., and being a portion of Parcel 'B' as shown on that certain Parcel Map, filed in the office of the County Recorder of El Dorado County in Book 48 of Parcel Maps, at Page 69 and being more particularly described as follows:

BEGINNING at a 1-1/2" capped iron pipe, stamped "LS 3686", also being an angle point on the North line of said Parcel 'B', from which a 1-1/2" capped iron pipe, stamped "LS 3686" marking the Northwest corner of said Parcel 'B' bears South 89°32'29" West, 719.76 feet; thence along the North line of said Parcel 'B', North 77°37'55" East, 352.28 feet to a 1-1/2" capped iron pipe, stamped "LS 3686"; thence North 85°47'19" East, 5.48 feet to the Northwest corner of a Water Line Easement, as shown on said Parcel Map; thence leaving said North line, along the West line of said Water Line Easement, South 04°12'41" East, 56.74 feet; thence leaving the West line of said easement, South 80°46'35" West, 28.60 feet; thence South 73°34'51" West, 26.15 feet; thence South 72°54'45" West, 52.79 feet; thence South 64°54'40" West, 97.57 feet; thence South 70°55'27" West, 111.37 feet; thence South 70°13'59" West, 88.47 feet; thence South 54°14'43" West, 46.73 feet; thence South 58°06'36" West, 60.69 feet; thence South 58°02'50" West, 59.08 feet; thence South 52°30'31" West, 11.60 feet; thence South 44°46'34" West, 14.63 feet; thence South 54°07'54" West, 8.81 feet; thence South 64°17'09" West, 30.11 feet; thence South 49°36'45" West, 17.08 feet; thence South 39°19'00" West, 19.76 feet; thence South 44°03'54" West, 23.14 feet; thence South 49°30'02" West, 63.06 feet; thence North 00°27'31" West, 323.67 feet to a point on the North line of said Parcel 'B'; thence along said North line, North 89°32'29" East, 312.46 feet to the **POINT OF BEGINNING**, containing an area of 2.1 acres, more or less.

End of Description

The Basis of Bearings for this survey is identical with that of Cambridge Oaks Unit No. 3, S.D. I-107

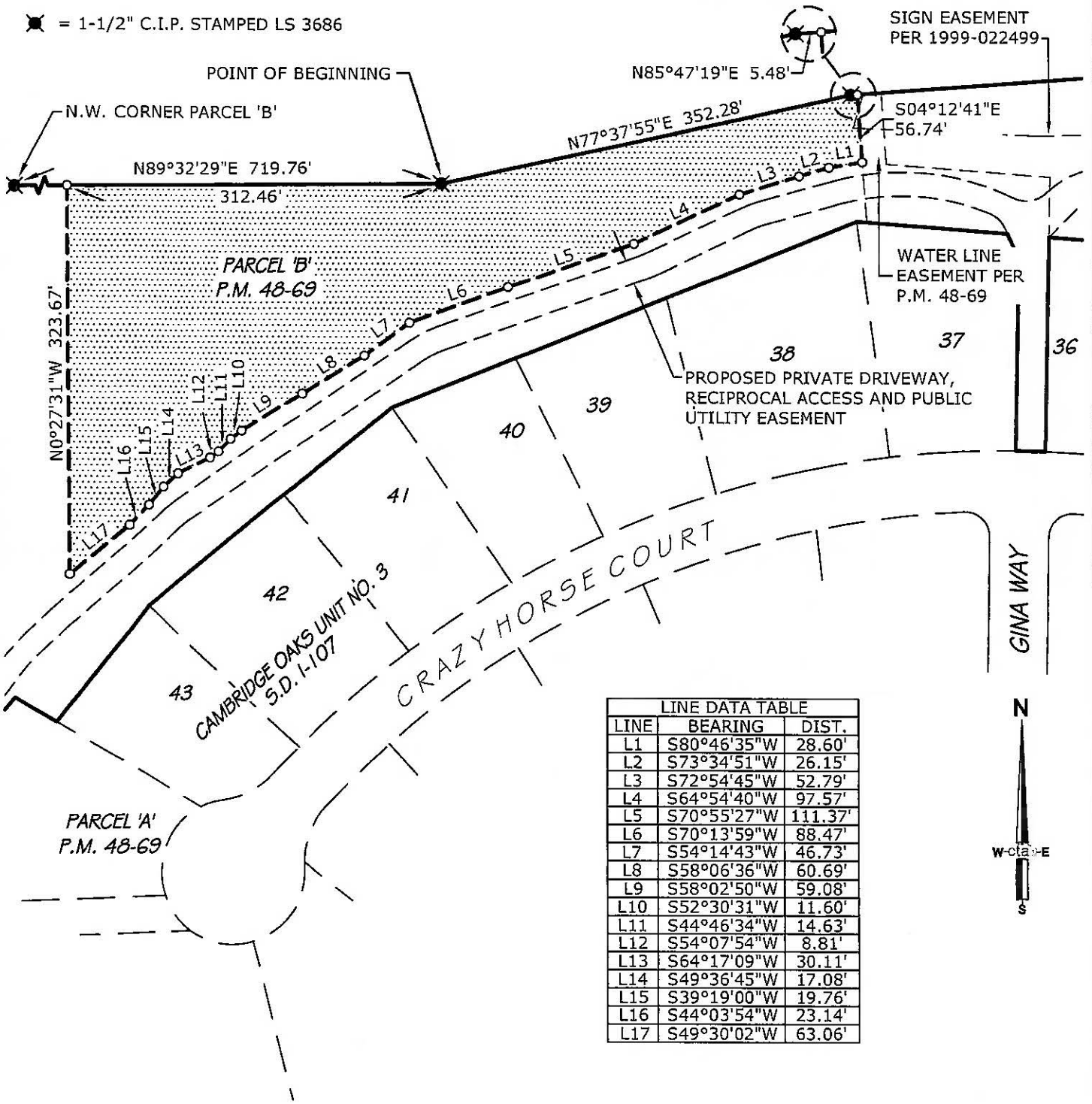
This description has been prepared by me or under my direct supervision.


Kevin A. Heeney, P.L.S. 5914



10/13/2021
Date

✱ = 1-1/2" C.I.P. STAMPED LS 3686



| LINE DATA TABLE | | |
|-----------------|-------------|---------|
| LINE | BEARING | DIST. |
| L1 | S80°46'35"W | 28.60' |
| L2 | S73°34'51"W | 26.15' |
| L3 | S72°54'45"W | 52.79' |
| L4 | S64°54'40"W | 97.57' |
| L5 | S70°55'27"W | 111.37' |
| L6 | S70°13'59"W | 88.47' |
| L7 | S54°14'43"W | 46.73' |
| L8 | S58°06'36"W | 60.69' |
| L9 | S58°02'50"W | 59.08' |
| L10 | S52°30'31"W | 11.60' |
| L11 | S44°46'34"W | 14.63' |
| L12 | S54°07'54"W | 8.81' |
| L13 | S64°17'09"W | 30.11' |
| L14 | S49°36'45"W | 17.08' |
| L15 | S39°19'00"W | 19.76' |
| L16 | S44°03'54"W | 23.14' |
| L17 | S49°30'02"W | 63.06' |

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THAT OF CAMBRIDGE OAKS UNIT NO. 3, S.D. I-107.



EXHIBIT 'B'

A.P.N.: 119-320-26

OWNER: MARBLE VALLEY DNR, LLC
A CALIFORNIA LIMITED LIABILITY CO.

02/12/2019 DRAWN BY: KAH SHEET 1

SCALE: 1"=120' JOB NO. 18-116-001

OAK TREE MONITORING AND MAINTENANCE EASEMENT

A PORTION OF PARCEL 'B' OF PARCEL MAP FILED IN BOOK 48 OF PARCEL MAPS, PAGE 69 BEING A PORTION OF THE NORTH ONE-HALF OF SECTION 8, T. 9 N., R. 9 E., M.D.M. COUNTY OF EL DORADO STATE OF CALIFORNIA

DATE: 10/13/2018



EXHIBIT "B"

REVISED TENTATIVE MAP CAMPOBELLO, DATED JUNE 2018

FILE #TM18-0613 AS APPROVED BY EL DORADO COUNTY

PLANNING & BUILDING DEPARTMENT JUNE 13, 2018

(MAP NOT ATTACHED DUE TO SIZE)

**The referenced map is available for public review at the Planning and Building
Department.**

EXHIBIT "C"

IMPROVEMENT PLANS FOR CAMPOBELLO UNIT 1 TM#05-1403-R

AS APPROVED BY COUNTY OF EL DORADO

PLANNING & BUILDING DEPARTMENT ON MARCH 29, 2019

(PLANS NOT ATTACHED DUE TO SIZE)

**The referenced plans are available for public review at the Planning and Building
Department.**

EXHIBIT "D"

CAMPOBELLO TENTATIVE MAP – CONDITIONS OF APPROVAL

PLANNING COMMISSION HEARING DATE JUNE 14, 2018

Conditions of Approval

1. This tentative subdivision map and zone change approval is based upon and limited to compliance with the project description, dated June 2006, and Conditions of Approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

The project description is as follows:

The “Project” is for a tentative subdivision map to create 45 lots ranging in size from 7,944 to 85,814 square feet and a zone change from Estate Residential Ten-acre (RE-10) to One-family Residential (R1) and One-half Acre Residential (R20,000). The “Project” includes two design waiver requests to construct a four-foot wide sidewalk in lieu of the six-foot wide sidewalk along the east side of Beasley Drive and both sides of Voltaire Drive, and reduce the right of way along Voltaire Drive and internal streets C and D Drive to 44 feet, as well as a reduction from 60 feet to 50 feet on Beasley Drive, all variations of the requirements of Standard Plan 101B.

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

CONDITIONS FROM THE MITIGATED NEGATIVE DELECRATION

The following mitigation measures are required as a means to reduce potential significant environmental effects to a level of insignificance:

2. The applicant shall avoid take of any active raptor nests, and pre-construction surveys shall be conducted by a qualified biologist no more than 30 days prior to initiation of the proposed development activities. The survey results shall be submitted to the California Department of Fish and Game (CDFG) and Planning Services prior to issuance of a grading permit. If active raptor nests are found on or immediately adjacent to the site, consultation must be initiated with CDFG to determine appropriate avoidance. The applicant shall follow the appropriate avoidance measures issued by CDFG. If no nesting is found to occur, then necessary tree removal may proceed, without additional notification to CDFG, upon approval by Planning Services.

Monitoring Responsibility: Planning Services

Monitoring Requirement: Planning Services shall ensure that adequate surveys are prepared prior to issuance of grading permit.

3. The project applicant shall place construction fencing around the oak trees to protect them from disturbance during construction. Protective fencing shall be erected at least one (1) foot beyond the drip line surrounding each oak tree unless otherwise specified by a certified project arborist. This fenced area shall not be encroached for any reason, without authorization by the certified project arborist. No materials, equipment, or vehicles shall be stored or parked within the projected tree zone. No grading, cuts, fills or trenching of any kind shall be allowed within the drip line of the trees without direct supervision of the project arborist.

Monitoring Responsibility: Building Services

Monitoring Requirement: During construction, the building inspector shall ensure that protective fencing is properly erected, and that the fenced area is not encroached, unless supervised by the project arborist on site.

4. Any oak trees removed from the site shall be mitigated as specified in the Interim Interpretive Guidelines for El Dorado County as adopted by the County on November 9, 2006. Mitigation for loss of tree canopy shall be implemented to reduce impacts from oak tree loss. Fulfillment of any one of the following options will reduce impacts to a less than significant level:

For tree replacement under Policy 7.4.4.4 of the General Plan, oak trees shall be replanted at a rate of 200 tree saplings per acre, or 600 acorns per acre, whether on-site or off-site. A tree planting and preservation plan is required prior to issuance of a grading permit. If the applicant chooses to replace removed trees off-site, an easement for off-site replacement must be obtained prior to the recordation of the tentative map. A letter from the certified project arborist or qualified biologist verifying the replacement of trees and a contract for intensive to moderate maintenance and monitoring shall be required for a minimum of 15 years after planting. The survival rate shall be 90 percent. Any trees that do not survive during this period of time shall be replaced by the property owner. The arborist or biologist contract, planting and maintenance plan, and all compliance documents necessary to meet the Oak Woodlands Interim Interpretive Guidelines shall be provided to Planning Services prior to issuance of a grading permit.

Payment of all fees required under Option B of General Plan Policy 7.4.4.4 to the county's Integrated Natural Resources Management Plan (INRMP). Payment of fees shall be at a migration ratio of 2:1 and based on all impacted oak woodland acreage. Payment of fees and successful completion of this alternative is dependent upon county

adoption and implementation of the INRMP by the County and approval of Planning Services.

Acquisition of an off-site conservation easement covering property with healthy oak woodland canopy area of 5.62 acres, equivalent to 100 percent of the oak canopy area proposed to be removed by the project⁶. The conservation easement shall be in close proximity to the project site or within or adjacent to an Important Biological Corridor or Ecological Preserve, as designated in the General Plan. The conservation easement shall provide for the preservation of the area in perpetuity and shall include such terms, conditions, and financial endowments for monitoring and management deemed necessary by the County to ensure the long-term preservation of the oak woodland area. The easement shall be in favor of the County or a County-approved conservation organization.

Monitoring Responsibility: Planning Services

Monitoring Requirement: Planning Services shall ensure the project adheres to the Interim interpretive Guidelines and the mitigation measure conditions.

5. During preliminary site grading, a cultural resources specialist shall be present on site in the event that subsurface artifacts are uncovered. If a deposit is found to be significant, data shall be collected and consultation shall be initiated with the appropriate agency. Work in the area of the discovery shall be halted until artifacts can be evaluated in accordance with state and federal regulations regarding cultural resources. A contract demonstrating that a cultural resources specialist has been retained for site grading activity shall be submitted to Planning Services for review prior to issuance of a grading permit.

Monitoring Responsibility: Building Services

Monitoring Requirement: During grading, building inspector shall ensure that a cultural resource specialist is on site.

6. Construction activities shall be limited to between the hours of 7:00 AM and 5:00 PM, Monday through Friday, and 8:00 AM and 5:00 PM on weekends and federally-recognized holidays.

Monitoring Responsibility: Building Services

Monitoring Requirement: Building inspector shall ensure that construction documents indicate hours limitations as specified in mitigation measure.

7. This project is located within or adjacent to an area which has wildlife resources and was referred to the California Department of Fish and Game. A \$50.00 recording fee, is to be

submitted to Planning Services and must be made payable to El Dorado County prior to filing a Notice of Exemption for the project.

Department of Transportation

8. The applicant shall construct the following roadways as specified in Table 1.

| TABLE 1 | | |
|---|---|---|
| ROAD NAME | ROAD WIDTH | EXCEPTIONS/NOTES |
| Marble Valley Road(on-site) | 40 ft. roadway with 40 ft. ROW along frontage per Std Plan 101B | Std. Plan Type 2 vertical curb and gutter (no sidewalk), with Class I Bike Path. 40 ft. roadway with four (4) foot wide paved shoulder along frontage and 6 foot wide native shoulder on both sides of roadway. Required On-site improvements to Marble Valley Road are reimbursable through the "Area of Benefit for the Construction of Marble Valley Road" – Resolution 118-2000" Section as shown on the revised Tentative Map |
| Marble Valley Road (off-site) Eastern Boundary to Flying 'C' Road | 40 ft. roadway with 60 ft. ROW | No curb/gutter/sidewalk. Two (2) lane roadway. Required Off-site improvements of Marble Valley Road are reimbursable through the "Area of Benefit for the Construction of Marble Valley Road – Resolution 118-2000" Timing for Improvement: Prior to Final Map for Phase 3 |
| Voltare Drive | 28 foot roadway 44 foot R/W Per Std Plan 101B | Type 1 curb and gutter. Four (4) foot wide sidewalks on both sides Section as shown on Revised Tentative Map |
| Beasley Drive | 28 foot roadway 50 foot R/W Per Std Plan 101B | Four (4) foot wide sidewalk on north/east side only. Reduced shoulder width and Metal Beam Guard Rail on south/west side ~Sta. 18+17 to ~ Sta. 19+71. Sections as shown on Revised Tentative Map. |
| 'C' & 'D' Drive, 'B' Court | 28 ft roadway (44 ft. ROW) per Std Plan 101B | Type 1 curb and gutter. No sidewalks, Type 2 vertical curb on 'D' Drive. Section as shown on Revised Tentative Map. |

Notes for Condition 1 table:

Road widths in the preceding table are measured from curb face to curb face.

Curb face for rolled curb and gutter is 6" from the back of the curb.

Required improvements of Marble Valley Road are reimbursable through the "Area of Benefit for the Construction of Marble Valley Road – Resolution 118-2000."

9. Off Site Improvements:
 - a. The Project shall be responsible for design, Plans, Specifications and Estimate (PS&E), utility relocation, right of way acquisition, and construction of improvements to Cambridge Road/US 50 eastbound on-off ramps.
 - i. Striping and Signing for All-Way Stop Control (AWSC) as described in the Traffic Study. The applicant shall obtain an approved encroachment permit from Caltrans for the required improvements.
 - ii. In order to ensure proper timing for the installation of AWSC, the applicant shall be responsible to perform a supplemental traffic analysis in conjunction with each final map application to determine Level of Service (LOS) to include existing traffic (at the time of the final map) plus traffic generated by each final map.
 - iii. If the supplemental traffic analysis indicates that the County's LOS policies would be exceeded by the existing traffic plus traffic generated by the final map, the applicant shall construct the improvements prior to issuance of a Building Permit for any lot within that Final Map.
 - iv. If the necessary improvement is constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of the impact.
10. The required off-site improvements to Marble Valley Road are subject to the "Area of Benefit for the Construction of Marble Valley Road – Resolution 118-2000" (AOB) and shall be consistent with the MacKay & Soms "Conceptual Plans for the Improvements of Marble Valley", which were approved by DOT on September 3, 1999. The applicant shall update these Improvement Plans and from Sta. 68+50+ to Sta. 115+50+ to adhere to current County Design Standards and the improvements shall be substantially completed to the approval of DOT or the applicant shall obtain an approved improvement agreement with security, prior to the recordation of the final map for Phase 3.
11. The required on and off-site improvements to Marble Valley Road shall be signed and striped as a two (2) lane road as shown on the approved tentative map and California Design Manual for Traffic Control and the required on-site and off-site road improvement plans for Marble Valley Road.
12. The applicant shall irrevocably offer to dedicate (IOD), in fee, 40 feet of right of way along the entire on-site frontage of Marble Valley Road, with the appropriate slope easements. This offer will be accepted by the County.
13. The applicant shall irrevocably offer to dedicate (IOD), in fee, 60 feet of right of way from the eastern boundary of this project to Flying 'C' Road, where it intersects with Crazy Horse Road, with the appropriate slope easements, as depicted on the revised MacKay & Soms Conceptual Plans for the Improvements of Marble Valley, which were approved by DOT on September 3, 1999. This offer will be accepted by the County.

14. The applicant shall irrevocably offer to dedicate (IOD), in fee, adequate right of way to realign Flying 'C' Road to intersect with Marble Valley Road, with the appropriate slope easements, as depicted on the revised MacKay & Soms Conceptual Plans for the Improvements of Marble Valley, which were approved by DOT on September 3, 1999. This offer will be accepted by the County.
15. The applicant shall irrevocably offer to dedicate (IOD) a 50 foot road and public utility easement for Beasley Drive, prior to filing the final map. This offer will be rejected by the County.
16. A vehicular access restriction shall be established along the entire north side of the on-site frontage of Marble Valley Road except for the proposed access locations shown on the tentative map prior to filing the final map. All lots that front on two roads shall take access on the minor roadway, and a non-vehicular access easement shall be established along the entire frontage on the major roadway.
17. A secondary access road, providing permanent or temporary looped circulation for each phase of development, shall be constructed prior to the first building permit being issued for any residential structure except where the issuance of building permits is for model homes, which shall be unoccupied.
18. The applicant shall join and/or form, prior to filing the final map, a zone of benefit or entity satisfactory to County, to maintain all on-site roads and/or drainage facilities. Marble Valley Road is not subject to this condition.
19. Off-site Improvements (Acquisition): As specified elsewhere in these Conditions of Approval, the applicant is required to perform off-site improvements. If the applicant does not secure, or cannot secure sufficient title or interest for lands where said off-site improvements are required, and prior to filing of any final or parcel map, the applicant shall enter into an agreement with the County pursuant to Government Code Section 66462.5. The Agreement will allow the County to acquire the title or interests necessary to complete the required off-site improvements. The Form, Terms and Conditions of the agreement are subject to review and approval by County Counsel.

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

specifications and contract documents of the off-site improvements, prepared by a Civil Engineer.

20. The applicant shall adhere to all DOT standard conditions as specified on Attachment A, which were provided to the applicant's engineer on June 7, 2007.
21. Should the property located adjacent to the project to the south (Assessor's Parcel Number 119-020-35) obtain tentative map approval from the County prior to construction of Marble Valley Road, the applicant shall be responsible for posting security totaling one-half of the cost of the on-site improvements described in special project Condition 1 to be constructed as a part of Phase 4 as shown on the tentative map.

El Dorado County Fire Protection District

22. The District shall require eight new hydrants, of Muller model Centurion 200, for this project, as approved by the Fire District in an appropriate location. The applicant shall install the hydrants along with roadway and utility improvements.
23. The developer shall construct Beasley Road and Voltaire Drive to a 28-foot roadway width.
24. The developer shall limit on-street parking for Roads C and D on only one side of the street prior to occupancy. No parking signs or red curbs are required.
25. A Fire Safe Plan, approved by CDF and El Dorado County FPD, is required prior to occupancy.
26. The developer shall ensure that cul-de-sacs and all access roads are open to public use with no gates immediately prior to and after occupancy.

Planning Services

27. The applicant shall provide to Planning Services, a meter award letter or similar document from EID, prior to filing the final map.
28. The subdivision is subject to parkland dedication in-lieu fees based on values supplied by the Assessor's Office and calculated in accordance with Section 16.12.090 of the County Code. The applicant shall pay all fees at the time of filing the final map.
29. The subdivider shall pay a \$150.⁰⁰ appraisal fee payable to the El Dorado County Assessor for the determination of parkland dedication in-lieu fees.
30. The developer shall enter into an agreement with the school districts to pay the sum of \$8,288.⁰⁰ per residential unit constructed within the boundaries of the subdivision. The agreement shall provide for an annual adjustment in the fee by the increase in the

Engineering News Record Construction Cost Index. The increase is calculated by the districts as of January 1 of each year and implemented on July 1 of each year. The applicant shall contact the County Office of Education prior to the issuance of any building permits to verify the applicable fee at the time of building permit issuance. The owner of record shall pay the fee at the time the building permit is issued. The owner of record shall record on the property the agreement or a notice of restriction to alert subsequent owners of this obligation.

31. In the event of any legal action instituted by a third party challenging the validity of any provision of this approval, the developer and landowner agree to be responsible for the costs of defending such suit and shall hold County harmless from any legal fees or costs County may incur as a result of such action, as provided in Section 66474.9(b) of the California Government Code.
32. The subdivider shall defend, indemnify, and hold harmless El Dorado County and its agents, officers, and employees from any claim, action, or proceeding against El Dorado County or its agents, officers, or employees to attack, set aside, void, or annul an approval of El Dorado County concerning a subdivision, which action is brought within the time period provided for in Section 66499.37.

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

33. All Development Services Planning fees shall be paid prior to issuance of any Building Permit.

Surveyor's Office

34. All survey monuments must be set prior to the presentation of the Final Map to the Board of Supervisors for approval; or the developer shall have the surety of work to be done by bond or cash deposit. The project applicant shall ensure that verification of set survey monuments, or amount of bond or deposit are acceptable to the County Surveyor's Office.
35. The applicant shall file a completed road name petition for roads serving the development with the County Surveyor's Office prior to filing the final map.

El Dorado County Resource Conservation District

36. Prior to grading operations, the developer shall contact the District for review of an erosion control plan. The erosion control plan must be approved by the District prior to grading operations.
37. Revegetation of all disturbed soils will be accomplished with approved amounts and types of vegetative species, mulch, and fertilizer materials per the "El Dorado County

Erosion Control Requirements and Specifications – MLRA18.” The applicant shall include these specifications as a part of the engineering drawings for the project.

38. The applicant shall analyze the downstream drainage areas for the capacity of existing structures to adequately handle runoff created by the proposed development and problems related to erosion control. The applicant shall complete this as part of the erosion control plan.

California Regional Water Quality Control Board

39. The applicant shall obtain a permit for the project under the National Pollutant Discharge Elimination System (NPDES). The applicant shall obtain the General Permit to cover this project prior to construction.
40. The project applicant shall obtain a 401 Water Quality Certification prior to issuance of a grading permit.

Cameron Park Community Services District

41. Should the property be annexed into the CSD prior to filing the final map, the developer shall pay adequate parks fees, based on County appraisal. The developer shall ensure that any CC&Rs established for the project are reviewed and approval by the CSD.

El Dorado County Department of Environmental Health

42. Project applicant shall adhere to Rules 223, 223.1, and 223.2 during construction. The applicant shall submit a Fugitive Dust Plan Application or Asbestos Dust Mitigation Plan Application to and receive approval by the District prior to the issuance of a grading permit and start of project construction.
43. Project construction shall adhere to District Rule 224 Cutback and Emulsified Asphalt Paving Materials.
44. Burning of wastes on-site requires the applicant contact the District prior to the commencement of any burning for necessary burn permit requirements. Only vegetative waste materials are permitted to be disposed of using an open outdoor fire.
45. The project construction shall adhere to District Rule 215 Architectural Coatings.

EXHIBIT "E"

INTERIM INTERPRETIVE GUIDELINES FOR EL DORADO COUNTY

GENERAL PLAN POLICY 7.4.4.4. (OPTION A)

ADOPTED NOVEMBER 9, 2006

AMENDED OCTOBER 12, 2007



**INTERIM INTERPRETIVE GUIDELINES
FOR EL DORADO COUNTY
GENERAL PLAN POLICY 7.4.4.4 (OPTION A)**

**ADOPTED NOVEMBER 9, 2006
AMENDED OCTOBER 12, 2007**

BACKGROUND

The adopted 2004 El Dorado County General Plan, Conservation and Open Space Element provides for the conservation and protection of soils, minerals, water, wildlife and fisheries, vegetation, cultural resources, and open space. Policies adopted in this element serve to guide the design of new development to meet these objectives. Policy 7.4.4.4 (Option A), reproduced below, addresses oak canopy retention standards. These Guidelines are intended to clarify the scope and implementation of Option A of this policy and provide for a process to consider limited modifications to oak canopy replacement and retention requirements for existing legal parcels if necessary to ensure reasonable use of those parcels. Option B (Mitigation Fee) will be available upon completion of the Oak Woodland Management Plan (OWMP) and related fee studies and implementing ordinances.

OBJECTIVE 7.4.4: FOREST AND OAK WOODLAND RESOURCES

Protect and conserve forest and woodland resources for their wildlife habitat, recreation, water production, domestic livestock grazing, production of a sustainable flow of wood products, and aesthetic values.

Policy 7.4.4.4

For all new development projects (not including agricultural cultivation and actions pursuant to an approved Fire Safe Plan necessary to protect existing structures, both of which are exempt from this policy) that would result in soil disturbance on parcels that (1) are over an acre and have at least 1 percent total canopy cover or (2) are less than an acre and have at least 10 percent total canopy cover by woodlands habitats as defined in this General Plan and determined from base line aerial photography or by site survey performed by a qualified biologist or licensed arborist, the County shall require one of two mitigation options: (1) The project applicant shall adhere to the tree canopy retention and replacement standards described below; or (2) the project applicant shall contribute to the County's Integrated Natural Resources Management Plan (INRMP) conservation fund described in Policy 7.4.2.8.

Option A

The County shall apply the following tree canopy retention standards:

| Percent Existing Canopy Cover | Canopy Cover to be Retained |
|-------------------------------|-----------------------------|
| 80–100 | 60% of existing canopy |
| 60–79 | 70% of existing canopy |
| 40–59 | 80% of existing canopy |
| 20–39 | 85% of existing canopy |
| 10-19 | 90% of existing canopy |
| 1-9 for parcels > 1 acre | 90% of existing canopy |

- Under Option A, the project applicant shall also replace woodland habitat removed at 1:1 ratio.
- Impacts on woodland habitat and mitigation requirements shall be addressed in a Biological Resources Study and Important Habitat Mitigation Program as described in Policy 7.4.2.8.
- Woodland replacement shall be based on a formula, developed by the County, that accounts for the number of trees and acreage affected.

Note: For purposes of implementing these guidelines, “tree canopy” retention shall mean oak tree canopy retention and replacement of “woodland habitat” shall mean replacement of oak canopy.

DEFINITIONS

For the purposes of these Guidelines, the following words and phrases shall have the meanings respectively ascribed to them by this section:

1:1 Woodland Replacement (Replacement Land Area/Replacement Tree/Replacement Acorn-Density Ratio): Replacement of removed tree canopy shall be at a 200 trees (saplings or one gallon trees) per acre density or as recommended by a qualified professional. Replacement is subject to intensive to moderate management¹ and 10 to 15 years of monitoring, respectively. The survival rate shall be 90 percent as specified in the approved monitoring plan for the project, prepared by a qualified professional. Acorns may be used instead of saplings or one gallon trees. If acorns are used, they

¹ Management intensity assumes that 10 years after planting 1 year old saplings that trees that have been nurtured with high management intensity will be on average 2 inches DBH with 90 percent survival; moderate management intensity will result in trees that are on average 1.5 inches DBH with 85 percent survival. See Standiford et al 2002.

shall be planted at a 3:1 ratio as determined by the tree replacement formula². The replacement is as follows:

- Replacement replanting from saplings or one-gallon trees, that are locally sourced, shall follow this formula for ratios:

(Replacement Area in acres) x 200 trees per acre = the total number of replacement trees to be replanted

- Replacement replanting by acorn shall be from locally-sourced acorns (acorns gathered locally). The replacement ratio by acorn replanting shall be obtained by the following formula:

(Replacement Area in acres) x (200 trees per acre) x (3 acorns per tree) = the total number of acorns to be replanted

Agricultural Conversion: As defined by General Plan Policy 7.1.2.7.

Agricultural Cultivation/Operations: As defined by General Plan Policy 8.2.2.1.

Agricultural Lands: As defined by General Plan Policies 2.2.1.2 and 8.1.1.8, and further, Policy 8.2.2.1.

Arborist: A person certified by the International Society of Arboriculture (I.S.A.) or other recognized professional organization of arborists that provides professional advice and licensed professionals to do physical work on trees in the County.

Biological Resources Study and Important Habitat Mitigation Program: The Biological Resources Study is an evaluation of a project site that quantifies the amount of important habitat, by habitat type, and addresses the potential for the project to adversely affect important habitat through conversion or fragmentation. The Important Habitat Mitigation Program identifies options that would avoid, minimize, or compensate for impacts on important habitats in compliance with General Plan policies 7.4.4.4 and 7.4.5.2, including a monitoring and reporting component (General Plan 2004 Measure CO-U). The Important Habitat Mitigation Program includes components which address "Certified Arborist Reports" and "Tree Protection Plans". The Biological Resources Study and Important Habitat Mitigation Program shall be prepared by a qualified professional. See separate guidelines for detailed requirements.

CDF: California Department of Forestry.

² McCreary DD. 2001. *Regenerating rangeland oaks in California*. Berkeley (CA): University of California, Agriculture and Natural Resources. Communication Services Publication #21601. 62 p.

Construction/Disturbance Area: Any area in which movement of earth, alteration in topography, soil compaction, disruption of vegetation, change in soil chemistry, and any other change in the natural character of the land occurs as a result of site preparation, grading, building construction or any other construction activity.

Diameter at breast height (Dbh): The measurement of the diameter of the tree in inches, specifically four (4) feet six (6) inches above natural grade on the uphill side of the tree. In the case of trees with multiple trunks, the diameter of all stems (trunks) at breast height shall be combined to calculate the diameter at breast height of the tree.

Fire Safe Plan: Defined by the El Dorado County Department of Forestry Guidelines (http://www.co.el-dorado.ca.us/building/PDF/Booklets/Fire_safe_regs.pdf), and the CDF General Guidelines for Creating Defensible Spaces (http://www.bof.fire.ca.gov/pdfs/4291finalguidelines2_23_06.pdf), and as defined by Goal 6.2 Fire Hazards of the Public Health, Safety, and Noise element of the General Plan.

Given Unit of Land: The land contained within the project site. If the project site, prior to any proposed land division, is comprised of multiple parcels, the parcels may be treated as a single given unit of land for the purpose of calculating oak canopy cover and retention requirements.

Habitat: The physical location or type of environment in which an organism or biological population lives or can be found (General Plan 2004).

Heritage trees: Trees planted by a group or individuals or by the City or the County in commemoration of an event or in memory of a person figuring significantly in history (General Plan 2004).

Important Habitat: Defined as habitats that support important flora and fauna, including deer winter, summer, and fawning ranges and migration routes; stream, river, and lakeshore habitat; fish spawning areas; seeps, springs, and wetlands; oak woodlands; large expanses of native vegetation; and other unique plant, fish, and wildlife habitats generally located within or adjacent to designated Ecological Preserves, the Important Biological Resource Corridor Overlay, or in other locations otherwise recognized as being important habitat by Federal, State or County agencies.

Landmark Tree: Trees whose size, visual impact or association with a historically significant structure or event has led the government to designate them as landmarks (General Plan 2004).

Licensed engineers and land surveyors: Professionals that are licensed by the California Board for Professional Engineers and Land Surveyors.

Oak Canopy Cover: The area directly under the live branches of the oak trees, often defined as a percent, of a given unit of land.

Oak Woodlands: A given unit of land, with one or more groupings of live trees, where the dominant species (i.e. a plurality) of the live trees within the groupings are native oaks (genus quercus). "Stand" means a group or groupings of trees.

Oak woodlands with oak tree canopy coverage of less than 10 percent of the project site for parcels one acre or less in size, or oak woodlands with oak tree canopy coverage of less than 1 percent on parcels of land that are more than one acre in size, are **not** subject to the oak tree canopy cover retention requirements of Policy 7.4.4.4 Option A.

Protected Trees: Trees of the genus quercus (oak trees), landmark, and heritage trees, which are subject to County review pursuant to General Plan Policies 7.4.4.4, 7.4.5.1, and 7.4.5.2.

Qualified Professional: An arborist certified by the International Society of Arborists, a qualified wildlife biologist, or a registered professional forester (RPF).

Qualified Wildlife Biologist: A professional with a BA or BS or advanced degree in biological sciences or other degree specializing in the natural sciences; professional or academic experience as a biological field investigator, with a background in field sampling design and field methods; taxonomic experience and knowledge of plant and animal ecology; familiarity with plants and animals of the area, including the species of concern; and familiarity with the appropriate county, state, and federal policies and protocols related to special status species and biological surveys.

Registered Professional Forester (RPF): A Registered Professional Forester (RPF) is a person licensed by the State of California to perform professional services that require the application of forestry principles and techniques to the management of forested landscapes. RPFs have an understanding of forest growth, development, and regeneration; soils, geology, and hydrology; wildlife and fisheries biology and other forest resources. RPFs are also trained in fire management and, if involved in timber harvesting operations, have expertise in both forest road design and application of the various methods used to harvest timber (California Licensed Foresters Association).

Removal: The physical destruction, displacement or removal of a tree, or portions of a tree caused by poisoning, cutting, burning, relocation for transplanting, bulldozing or other mechanical, chemical or physical means.

Replacement: See 1:1 Woodland Replacement definition.

Self Certification: Acknowledgment by an applicant constructing a single-family dwelling or accessory structures and appurtenances to a single-family dwelling that the removal

of oak trees not otherwise in compliance with these interim guidelines and Policy 7.4.4.4, is in compliance with General Plan Policy 7.1.2.2 and are therefore exempt from the provisions of Policy 7.4.4.4 as “reasonable use.”

Sensitive Habitat: In El Dorado County, this includes the following habitat types: montane riparian, valley-foothill riparian, aspen, valley oak woodland, wet meadow, and vernal pools (General Plan EIR).

Tree Survey, Preservation, and Replacement Plan: A plan that identifies trees at the project site, shows how specific trees shall be protected during development and related work, and includes any required mitigation measures and ensures viability of trees after construction. A Tree Survey, Preservation, and Replacement Plan is a stand-alone report, and is also included as part of an Important Habitat Mitigation Program. The plan shall be prepared by a qualified professional. See separate guidelines for requirements.

Woodland Habitats: Biological communities that range in structure from open savannah to dense forest. In El Dorado County, major woodland habitats include blue oak-foothill pine, blue oak woodland, montane hardwood, montane hardwood-conifer, and montane riparian.

Guidance for Application of Policy 7.4.4.4:

1. Trees subject to canopy retention and replacement – Policy 7.4.4.4 is intended to apply exclusively to retention and replacement of oak canopy within oak woodlands. All oak trees, of all sizes, are included in the measurement of oak canopy.

Any oak tree canopy, landmark or heritage trees, including native oak trees that do not qualify for review as oak woodland under Policy 7.4.4.4 may be subject to review under Policy 7.4.5.2.

2. Minimum oak canopy area – The oak canopy retention requirements of Policy 7.4.4.4 are intended only to apply to:
 - a. Parcels greater than 1.0 acre that contain 1 percent or more oak canopy cover; or
 - b. Parcels 1.0 acre or smaller that contain 10 percent or more oak canopy cover.
3. Exceptions to oak canopy retention/replacement requirements – Policy 7.4.4.4 intends that the following activities are not subject to oak canopy cover retention or replacement requirements:

- a. Agricultural cultivation/operations, whether for personal or commercial purposes, on land planned (AL, NR, RR, and Agricultural Districts [-A]) or zoned (AE, AP, A, PA, SA-10, RA, TPZ, and MR) for agricultural use per Policy 2.2.1.5 (Table 2-4 General Plan Land Use Designation and Zoning District Consistency Matrix, page 21), by the El Dorado County General Plan or Zoning Ordinance;
- b. Tree removal associated with an approved Fire Safe Plan as necessary to protect an existing structure or structures. The Fire Safe Plan shall take into consideration the El Dorado County Department of Forestry SRA Fire Safe Regulations and the CDF General Guidelines for Creating Defensible Space. Fire Safe Plans are prepared by a RPF or other qualified professional subject to review and approval by the County. See Exhibit One for more information.
- c. Development on parcels that are one acre or larger and have less than 1 percent total oak canopy cover;
- d. Development on parcels that are less than one acre and have less than 10 percent total oak canopy cover; or
- e. Oak trees determined to be dead or diseased and dying by a certified arborist or registered forester are excluded from calculations of canopy cover and retention and replacement requirements.
- f. Applicant has "self certified" compliance with Policy 7.1.2.2. For properties located outside of an Important Biological Corridor (IBC) and Mitigation Area 0 of the Ecological Preserve (EP), the removal of natural vegetation, including oak trees (less than 36 inches dbh), is demonstrated to be limited to areas proposed to be graded or cleared for single-family residential development to include the following (for ministerial permits and Director approved design review applications):
 - Primary residence
 - Accessory structures (including secondary residence, garages, workshops, barns, swimming pools, decks, etc.)
 - Driveways and parking area
 - Septic systems
 - Wells and storage tanks
 - Propane tanks

- Yard areas immediately surrounding the primary residence and any accessory structure
- Yard areas immediately surrounding the primary and any accessory structures
- Retaining walls necessary for any of the above

Replacement of oak trees will be required on-site to the greatest extent feasible and an oak replacement agreement shall be recorded requiring self-monitoring and maintenance.

4. Qualified Professional – For the purposes of Policy 7.4.4.4, “Qualified Professionals”, refers to professionals approved by Development Services, suitably trained and experienced in wildlife biology, botany, arboriculture, or forestry such as qualified wildlife biologists, I.S.A. certified arborists, or Registered Professional Foresters (RPFs) can determine “habitat” value and canopy cover of oak woodlands determined from baseline aerial photography. The professional may be under contract to either the County or the property owner. The professional should be able to perform a species-focused site survey, use GPS to locate species and habitat on a map or aerial photograph, and should be able to address oak tree corridors (if applicable) for Policy 7.4.4.5. The qualified professional will need to prepare a Biological Resources Study and Important Habitat Mitigation Program that satisfies County requirements. In the event that a dispute arises involving the contents of the Biological Resources Study and/or Important Habitat Mitigation Program the County may refer the matter to an outside qualified consultant, retained by the County and paid for by the applicant/property owner, to develop recommendations for dispute resolution.

If there is a need to provide a survey level of detail to fully ascertain which canopy level applies per Policy 7.4.4.4, then the survey shall be conducted by a California professional engineer or a California professional land surveyor.

Generalized maps may be provided by a qualified professional using GPS.

5. Site Assessment Form and Tree Survey, Preservation, and Replacement Plan Required: An initial Site Assessment Form (Attachment 1) and Tree Survey, Preservation, and Replacement Plan must be prepared by a qualified professional and submitted to the Planning Services Division for review for all projects proposing removal of oak canopy cover. The purpose of the Site Assessment is to determine if the proposed removal of oak canopy cover would impact any of the following:

- Landmark or heritage trees (See Policy 7.4.5.2 A);

- Oak corridor continuity, between all portions of existing stands of oak woodland habitat with connecting corridors at a tree density that is equal to the density of the stand (See Policy 7.4.4.5);
- Sensitive or important oak woodland habitats (See Policy 7.4.5.2 A);
- Oak woodland within or directly adjacent to an important biological resource corridor overlay or an ecological preserve overlay (See Policies 7.4.2.9 and 7.4.1.4);
- Listed or special status plant or animal species observed or expected to occur on the project site or in adjacent areas that may be directly or indirectly affected by the project (See Policy 7.4.1.5); or
- Removal of oak canopy that exceeds retention requirements of Policy 7.4.4.4.

For discretionary projects, the Site Assessment must also include a conclusion by the qualified professional as to whether the proposed oak tree canopy cover removal would have the potential to cause a significant effect on the environment.

If the Site Assessment concludes that the project would not impact any of the above, and the County concurs, and the retention/replacement requirements of Policy 7.4.4.4 are satisfied, the proposed oak tree canopy cover removal may be found consistent with Policy 7.4.4.4 without preparation of a Biological Resource Study and Important Habitat Mitigation Program. A Tree Survey, Preservation, and Replacement Plan, prepared according to County requirements, shall be required prior to issuance of a grading or building permit for the project. The Tree Survey, Preservation, and Replacement Plan will address long term preservation as well as protection of oak trees required to be retained or replaced during grading and construction.

If the Site Assessment, or the County, concludes that the proposed project would impact any of the above resources, and/or for discretionary projects could have the potential to cause a significant impact on the environment, then a full Biological Resources Study and Important Habitat Mitigation Program for the project must be provided to the County for review and approval. For ministerial projects, this must occur prior to issuance of a grading or building permit for the project. For discretionary projects, this must occur as part of the environmental review process. The recommendations of the plan must be fully implemented prior to final grading or building inspection for the project.

6. Project Sites Within or Directly Adjacent to Important Biological Corridor Overlay or Ecological Preserve Overlay Areas: Any projects (ministerial or discretionary) proposing any oak canopy cover removal within ~~or directly~~

~~adjacent to the~~ an Important Biological Corridor Overlay Designation or Ecological Preserve Overlay Designation shall require the submittal of Oak/Canopy Site Assessment Form, tree survey, and biological report. Should a dispute arise regarding recommendations of the biological report, review by the Planning Commission will be required to ensure consistency with Policies 7.4.2.9 and 7.4.1.4 unless the subject property is also located within an Agricultural District Overlay or Agricultural Lands designation in which case it would not be subject to additional requirements per Policy 7.4.2.9. The Biological Resources Study and Important Habitat Mitigation Program must address the requirements of Policies 7.4.2.9 and 7.4.1.4, including, but not limited to the potential for higher oak canopy cover retention and mitigation standards than for projects located outside of the Important Biological Corridor Overlay and Ecological Preserve Overlay areas.

7. Replacement Provisions – Where Policy 7.4.4.4 requires oak canopy cover replacement, the replacement shall be at a 1:1 ratio of canopy removed to canopy replaced as defined in these Guidelines or as specified by a qualified professional approved by the County. The 1:1 replacement ratio can be determined by a simple projection of an aerial photograph justified to the same scale as the underlying parcel is sufficient to estimate the land area, measured in square feet, subject to oak canopy coverage (land area in square feet shall be converted to acreage). Replacement may be by one of the following methods, at the discretion of the Development Services Director (Director):
 - a. On-Site Replacement Tree Planting. The replacement requirement is calculated as set forth in the tree replacement formula. Refer to the 1:1 Woodland Replacement definition. Replacement trees are to be planted on-site to the satisfaction of the Development Services Director. The size of the designated replacement area shall equal at a minimum the total area of the oak canopy cover proposed to be removed. An agreement to the satisfaction of County Counsel and the Director shall be required to ensure the long term maintenance and preservation of any on or off-site replacement trees planted. Maintenance and monitoring shall be required for a minimum of 10 years after planting. Any trees that do not survive during this period of time shall be replaced by the property owner.
 - b. On-Site Planting of Acorns. Under the direction of a qualified biologist, certified arborist and/or registered professional forester, acorns may be planted at a density designed to achieve oak canopy coverage which will equal the canopy coverage removed within no more than 15 years from the date of planting. The

minimum replacement ratio for acorns is calculated as set forth in the tree replacement formula. Refer to the 1:1 Woodland Replacement definition. Recommendations from the qualified professional shall include a minimum of: site planting design; acorn planting ratios to ensure success; acorn collection areas or nurseries; propagation measures; acorn protection techniques; maintenance, and monitoring and reporting. The size of the designated replacement area shall equal at a minimum, the total area of the oak canopy cover that is proposed to be removed. An agreement to the satisfaction of County Counsel and the Director shall be required to ensure the long term maintenance and preservation of any on or off-site replacement acorns planted. Maintenance and monitoring shall be required for a minimum of 15 years after planting. Any trees that do not survive during this period of time shall be replaced by the property owner.

- c. On-Site Replacement of Canopy Area. Under the direction of a qualified biologist, certified arborist and/or registered professional forester, acorns, oak trees or a combination of both may be planted on-site. The replacement requirement is calculated as set forth in the tree replacement formula. Refer to the 1:1 Woodland Replacement definition. Replacement plantings should be at a density designed to achieve oak woodland canopy coverage which will equal the canopy coverage removed within 15 years from date of planting or sooner.

Recommendations from the qualified professional shall include a minimum of: Site planting design; planting ratios to ensure success; any required acorn collection areas or nurseries; propagation measures; acorn and tree protection techniques; maintenance, monitoring and reporting requirements. The size of the designated replacement area shall equal at a minimum, the total area of the oak canopy cover that is proposed to be removed. An agreement to the satisfaction of County Counsel and the Director shall be required to ensure the long term maintenance and preservation of any replacement trees and/or acorns planted. Maintenance and monitoring shall be required for a minimum of 10 years after planting. Any trees that do not survive during this period of time shall be replaced by the property owner.

Replacement (and execution of related maintenance and monitoring agreements) shall be completed to the County's satisfaction prior to final grading or building inspection of the project.

- d. Off-Site Replacement of Canopy Area. The applicant may be permitted to procure an off-site planting area for the replacement trees and/or planting of acorns, preferably in close proximity and/or in connection with any oak woodland contiguous to the project site or within or adjacent to an Important Biological Corridor or Ecological Preserve as designated in the General Plan, to implement the replacement planting. The size of the off-site replacement planting area shall equal at a minimum the total area of oak canopy cover proposed to be removed. Oaks planted shall have characteristics of the receiver site. Replacement shall occur at a 1:1 ratio as defined in these Guidelines or as otherwise specified by a qualified professional approved by the County. A Conservation Easement to the satisfaction of County Counsel and the Director shall be required to ensure the long term maintenance and preservation of any on or off-site replacement trees and/or acorns planted. The Conservation Easement shall provide for the preservation of the designated area in perpetuity and shall include such terms, conditions, and financial endowments for monitoring and management deemed necessary by the County to ensure the long term preservation of the oak woodland within the easement area. The Conservation Easement shall be in favor of the County or a County approved conservation organization. Maintenance and monitoring shall be required for a minimum of 10 years (15 years for acorns) after planting. Any trees that do not survive during this period of time shall be replaced by the property owner; or
- e. Off-Site Conservation Easement to Protect Existing Oak Woodland in Lieu of Replacement. The applicant may obtain a Conservation Easement on property off-site with healthy oak woodland canopy area equivalent to 100 percent of the oak canopy area proposed to be removed. The conservation easement site should either be in close proximity and/or in connection with any oak woodland contiguous to the project site or within or adjacent to an Important Biological Corridor or Ecological Preserve as designated in the General Plan. The Conservation Easement shall provide for the preservation of the designated area in perpetuity and shall include such terms, conditions, and financial endowments for monitoring and management deemed necessary by the County to ensure the long term preservation of the oak woodland within the easement area. The Conservation Easement shall be in favor of the County or a County approved conservation organization.

8. Ministerial Projects on Existing Legal Lots for which Previous Approvals or Determinations of Developable Area have been made by County Decision-Makers: Previously approved discretionary projects that have conditions of approval and/or mitigation measures specifying detailed oak tree protection and mitigation plans shall not be required to demonstrate further consistency with Policy 7.4.4.4. However, canopy that was required to be retained in prior approvals must continue to be retained, unless modified by the decision-making authority for the original protection plan. This provision does not apply to any development project whose approval has expired and a time extension is applied for.

Reasonable Use Provisions for Development on Existing Legal Lots

A. Reasonable Use Related to Oak Canopy Cover Retention:

For existing legal lots, where strict compliance with the oak canopy cover retention requirements of Policy 7.4.4.4 could preclude reasonable use of the property or cause substantial inconsistencies with other General Plan policies protective of the environment, due to factors which are unique to the proposed property, such as topographic constraints, configuration of the remaining area useable for development, access requirements, lot size, and/or other physical or environmental limitations, or conflict with the requirements of an approved Fire Safe Plan, the Development Services Director may grant relief as described below, or the Planning Commission may grant relief to the retention requirements of Policy 7.4.4.4 for the project if the following findings are made pursuant to a noticed public hearing:

Development Services Director Relief:

The Director may grant a reduction in the retention requirements by up to 50 percent of what is specified in the Option A Retention Table after meeting all the required findings herein (subsection i. through iv.) and meeting one of the following conditions.

- For existing legal lots ½ acre in size or less with up to 100 percent disturbed area proposed; or
- For existing legal lots greater than ½ acre up to one acre in size with not more than 20,000 square feet of development/disturbed area proposed; or
- For existing legal lots greater than one acre in size but not greater than five acres in size with not more than 25,000 square feet of development/disturbed area proposed, excluding driveway access

removing oak canopy (intrusion of up to 25 percent of the dripline permitted).

- For existing legal lots greater than five acres with not more than 30,000 square feet of development/disturbed area proposed excluding driveway access removing oak canopy (intrusion of up to 25 percent of the dripline permitted).

If the lot is within an Important Biological Corridor or Ecological Preserve, relief may only be granted by the Planning Commission.

Planning Commission Relief:

Where the Director cannot grant relief, the Commission may grant relief when the following findings can be made.

- i. The applicant demonstrates that the project is designed to maximize use of parcel area unconstrained by oak trees, unless precluded by other significant constraints such as steep slopes, streams, creeks, wetlands, or other sensitive environmental resources.
- ii. The proposed project is limited to development and site disturbance that is typical and prevalent for the general area surrounding the project site.
- iii. Soil disturbance and tree removal is minimized through the incorporation of some or all of the following measures into the project design:
 - a. Stepped foundations are used on sloping areas rather than graded pads;
 - b. Depth of excavation and/or fill outside of the building footprint is limited to no more than five feet measured vertically from the natural ground surface, except for grading necessary to install retaining walls designed to reduce the total area of tree canopy that will be removed and/or damaged;
 - c. Structures and the configuration of the area of disturbance are designed to parallel the natural topographic contours to the greatest extent feasible;
 - d. Patio decks are included in the design of dwellings to minimize the need for graded yard areas;

- e. Design techniques such as clustering of buildings are proposed to take advantage of the portions of the property which are least constrained by oaks;
 - f. The project is designed to maximize consistency with all applicable policies of the El Dorado County General Plan. *It is recognized that more than one policy may have to be considered in the determination of reasonable use of a particular parcel.*
- iv. If the project site is within ~~or directly adjacent to~~ an Important Biological Corridor Overlay or Ecological Preserve a Biological Resources Study and Important Habitat Mitigation Program have been prepared by a qualified professional and approved by the County and will be fully implemented by the applicant. The Study shall be prepared in accordance with the *Biological Resources Study and Important Habitat Mitigation Program Interim Guidelines*, adopted November 9, 2006.

Replacement of any oak tree canopy area allowed to be removed by the Planning Commission in excess of the retention standards in the General Plan shall be required. At a minimum, the replacement shall be completed in accordance with the tree replacement formula. Refer to the 1:1 Woodland Replacement definition. A 2:1 ratio or as otherwise specified by a qualified professional approved by the County, pursuant to the options and methods specified in these Guidelines, may be applied at the discretion of the Planning Commission. Further, for discretionary projects, any effects on biological resources will be analyzed in the environmental document and appropriate additional mitigation proposed as required by the California Environmental Quality Act, California Oak Woodlands Conservation Law and other applicable statutes.

B. Reasonable Use Related to Oak Corridor Retention:

In order to ensure that reasonable use of the property is provided, an applicant may request the Planning Commission to provide relief from the strict application of this corridor retention requirement (Policy 7.4.4.5) in the same manner as described above. In addition, for discretionary projects, any effects on biological resources will be analyzed in the environmental document and appropriate mitigation proposed as required by the California Environmental Quality Act, California Oak Woodlands Conservation Law and other applicable statutes.

GENERAL REQUIREMENTS APPLICABLE TO ALL PROJECTS

Compliance with the General Plan:

In addition to compliance with these guidelines for these Policies, the proposed development shall be in conformance with all other applicable policies of the County General Plan and any applicable Specific Plans and/or Development Agreements.

Compliance with the Zoning Ordinance and Grading Ordinance and Building Codes:

The proposed development shall be in compliance with all applicable requirements of the County Zoning Ordinance, Grading Ordinance, and Building Codes.

County, State, or Federal Agency Requirements:

County, State and Federal agencies have different jurisdictional authority which may result in different conditions for approval. In the event of multiple agency permit approval, the most restrictive set of conditions shall apply.

Important Biological Corridor Overlay Designation and Ecological Preserve Overlay Designation:

Proposals for removal of any oak canopy cover on property within or directly adjacent to an Important Biological Corridor Overlay (IBC) designation or Ecological Preserve Overlay (EP) designation pursuant to the General Plan shall require review by the Planning Commission to ensure consistency with the requirements of Policies 7.4.2.9 and 7.4.1.4. A Biological Resource Study and Important Habitat Mitigation Program shall be required.

SITE ASSESSMENT FORM REQUIREMENTS AND THE TREE SURVEY, PRESERVATION, AND REPLACEMENT PLAN REQUIREMENTS

The Site Assessment Form requirements are detailed in Attachment 1.

BIOLOGICAL RESOURCE STUDY AND IMPORTANT HABITAT MITIGATION PROGRAM REQUIREMENTS

Biological Resource Study and Important Habitat Mitigation Program requirements are detailed in Attachment 2.

ADMINISTRATION

The above guidelines are interim standards utilized by the Development Services Department of El Dorado County to provide for consistent review of projects for conformance with Policy 7.4.4.4 pending adoption of permanent regulations.

Penalties for Violation – ~~Pursuant to Policy 7.4.5.2 D,~~ If oak trees are removed prior to review by the County and without appropriate retention and replacement provisions implemented in anticipation of development of a site, the County may withhold and defer approval of any application for development of that property ~~for a period of up to five years. Additionally, fines may be applied as high as three times the current market value of replacement trees plus the cost of replacement, and/or replacement tree(s) may be required at a 3:1 ratio at sites approved by the County. The cost of maintenance, monitoring, and reporting of any replacement trees shall be paid for by the applicant.~~ until such time as the amount of oak tree canopy removed is determined and appropriate replacement and mitigation provisions are met in conformance with Policy 7.4.4.4 to the satisfaction of the Director.

INTERNET RESOURCES

California Department of Conservation, Office of Mine Reclamation, Fall 2005 SMARA Newsletter regarding the State Oak Woodlands Conservation Law
<http://www.consrv.ca.gov/omr/smara/newsletter/Fall%202005.pdf>

California Department of Forestry Fire Safe Plan
http://www.fire.ca.gov/php/education_100foot.php

California Department of Forestry Fire Safe Regulations
<http://www.co.el-dorado.ca.us/building/FSArticle1.htm>

California Licensed Foresters Association
http://www.clfa.org/registered_professional.htm

California Board for Professional Engineers and Land Surveyors:
<http://www.dca.ca.gov/pels/>

CDF General Guidelines for Creating Defensible Spaces
http://www.bof.fire.ca.gov/pdfs/4291finalguidelines2_23_06.pdf

El Dorado County Department of Forestry SRA Fire Safe Regulations
http://www.co.el-dorado.ca.us/building/PDF/Booklets/Fire_safe_regs.pdf

El Dorado County General Plan
<http://www.co.el-dorado.ca.us/Planning/GeneralPlanAdopted.html>

El Dorado County General Plan EIR

<http://www.co.el-dorado.ca.us/Planning/GeneralPlanDraftEIR.htm>

McCreary DD. 2001. *Regenerating rangeland oaks in California*. Berkeley (CA): University of California, Agriculture and Natural Resources. Communication Services Publication #21601. 62 p.

Standiford, Richard and Douglas McCreary and William Frost. 2002. *Modeling the Effectiveness of Tree Planting to Mitigate Habitat Loss in Blue Oak Woodlands*. USDA Forest Service Gen. Tech. Rep. PSW-GTR-184. Available at: <http://danr.ucop.edu/ihrmp/proceed/standiford.pdf>

Western Chapter – International Society of Arboriculture Publications (Guide for Plant Appraisal, Item # P1209, to determine market values of trees)
<http://wcisa.wcainc.com/docs/Publication.pdf>

ATTACHMENTS

- | | |
|--------------|--|
| Exhibit One | CDF Fire Safe Plan Brochure |
| Attachment 1 | Site Assessment Form |
| Attachment 2 | Biological Resources Study and Important Habitat Mitigation Program Requirements |

EXHIBIT "F"

ARBORIST REPORT

PREPARED BY CALIFORNIA TREE AND LANDSCAPING CONSULTING, INC.

DATED MARCH 2, 2019



California Tree and Landscape Consulting, Inc.

Arborist Report

March 2, 2019

**Mr. Tom Kollen, Director of Land Development
Evergreen Communities, Inc.
1200 Melody Lane, Suite 110
Roseville, CA 95678**

**Work location
Campobello Unit One
Phases 1 and 2
Cameron Park, CA 95762**

Revised Arborist Report for Oak Woodland Resources

**APN's:
Construction Site:
119-380-01 & 119-380-02**

**Tree Mitigation Easement Site:
119-320-26**

**Prepared by:
Gordon Mann, Consulting Arborist**

Arborist Disclosure Statement

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.

Treatment, pruning and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

Assignment

The subject Campobello Unit 1 site is an approximately 6.54 acre open site surrounded by single family homes to the north on small parcels, and large parcels and open space to the south, east, and west. Evergreen Communities contacted our office and requested we provide the information required to satisfy the County of El Dorado's Oak Woodland Resources under the Interim Oak Woodland Resources Option A of General Plan Policy 7.4.4.4. A basic inventory was conducted listing the trees by lot number and showing the oak trees 6" diameter and greater proposed for removal and all trees on the site 24 inches in diameter and greater, and the trees 36 inches in diameter and greater. We were also asked to inspect the proposed property for meeting the requirements to be designated an Oak Conservation Easement in lieu of oak woodland mitigation on the proposed site. This report is the result of onsite inspections performed on October 24, 2018.

Mr. Tom Kollen of Evergreen Communities and Mr. David Crosario of CTA Engineering and Survey provided the information and plans for the site.

Assignment limits

All the trees were observed while standing on the ground. Data collected is limited to a visual ground inspection. The site images and plans were provided by Evergreen Communities and CTA Engineering and Surveying.

Current Existing Tree Status (general)

The site is general east-west orientation south of the homes on Canfield Circle, north and east of Beasley Drive, and west of Voltaire Drive. The site for Unit 1 is mostly a rectangular configuration. The development is required to comply with the Interim Oak Woodland Resources Option A of General Plan Policy 7.4.4.4.

The site is a mix of vegetation types with Blue Oaks, *Quercus douglasii*, Interior Live Oak, *Quercus wislizenii*, and Valley Oak, *Quercus lobata*, and Gray Pine trees.

There were a total of 103 trees listed including 88 oak trees 6 inches or greater proposed for removal. There were 59 Oak trees 24 inches in diameter or greater, and 16 Oak trees considered Heritage Trees 36 inches in diameter and greater in the project area. Of the trees 36 inches diameter and greater, 10 were in Poor or less condition and 6 were in Fair condition.

Technical Recommendations

It is recommended that all tree care follow specifications written in accordance with ANSI A-300 standards. Pruning of the trees to be retained should be performed in the outer portion of the canopy to reduce leverage and end weights and allow the center of the canopies to grow and fill in with foliage. It is also recommended that when root pruning, the smallest size roots as possible be pruned, cuts be performed with sharp handsaws, loppers, or chainsaws appropriate for the size of the root being cut. The roots should be carefully exposed by hand excavating prior to cutting. Roots should be pruned along the edge of the trench prior to root removal within the tree protection area to limit the damage and tearing of roots back towards the tree. Root pruning should be overseen by a qualified arborist.

Tree planting should follow the specifications included in Appendix A.

General Tree Care and Maintenance

The appendix information is given so that an onsite landscape manager can properly take care of the retained trees, and newly planted trees. Established native oak trees do not like to have the base of the trunk or their roots and the soil surrounding the trunk and main roots disturbed or tampered with. Applying or having unintentional landscape water in the root zone can cause catastrophic and negative affects to most species of native oak trees. Newly planted oak trees do need their root balls watered until established and then may need supplemental watering during extended periods of dry or hot weather. It is, therefore, recommended that the landscape be designed using drought tolerant plants that will require minimal to no watering after establishment. Irrigation should be delivered using a drip type system that does not require trenching around the oak trees to install. Whether placed on the surface or under a mulch layer, trenching should be avoided or carefully performed to avoid cutting roots within the drip line of the trees. The landscape plants should be spaced at least 6 feet away from the trunk of native oak trees, and the drainage from irrigation should be managed so water does not flow to the trunks of the oak trees. Trees that are growing in high use areas should be inspected by a qualified arborist for tree risk on a routine basis, the frequency depending on site use and tree condition.

Observations

The site was inspected on October 24, 2018 at 12:00 pm. All trees were inspected for diameter, condition, and proposed work. The proposed Oak planting area was inspected for its appropriateness to grow Oak canopy.

Most of the trees on the construction site have not received any maintenance.

The proposed development area for Campobello Phases 1 and 2 is 6.45 acres. A portion of the site has been previously graded for roads. The trees present are varied between Interior Live Oak single stem trees and re-sprouts from stumps, and Blue Oaks, with some Valley Oaks, and pines. The site was calculated for Oak canopy to be mitigated. The total proposed Oak canopy removal for Phases 1 and 2 is 91,476 square feet, or 2.1 acres.

The total project area for Campobello Phases 1 through 4 is 1,403,416.08 square feet, 32.218 acres. The total Oak canopy for the entire Campobello project area was found to be 862,488 square feet, 19.8 acres. The total Oak canopy for Phases 1 through 4 was found to be 61.45%.

The total Oak canopy proposed to be impacted for the entire project is determined to be 222,156 square feet, 5.1 acres. The total Oak canopy proposed to be impacted for Phases 1 and 2 is 91,476 square feet, 2.1 acres.

In the Oak canopy areas, the County requires the oak trees that are 24 inches and greater to be inventoried. The trees that were found to be 24 inches diameter or greater were measured with a diameter tape for accurate diameter measure, listed, and rated for condition.

Each tree was assessed for condition, the number of stems present, and notes explaining the tree characteristics affecting condition were recorded. The tree data is shown on the spreadsheet titled: Campobello Phases 1 and 2 Tree List. The trees included are the trees in Phases 1 and 2.

There are a total of 103 trees including Oak, pine, and stumps inspected that met the 6" and greater Oak diameter. The trees were numbered and listed by proposed lot numbers for the simplest way to locate and identify the trees and shown on the attached image of the Site with Tree Numbers.

Most of the previous tag numbers were un-readable. All the 6-inch diameter and greater Oak trees proposed for removal and all the Oak trees found to be 24 inches in diameter and greater in the project area for Phases 1 and 2 were included in the report.

There were 59 Oak trees found to be 24 inches diameter and greater. Of those trees 16 trees were found to be 36 inches and greater. Eighty-eight trees are proposed for removal, 9 trees are proposed to be preserved, and 5 trees are unprotected species or stumps.

The tree condition rating is a combination of vigor, structure, trunk, branches, trunk flare, live tissue, and defects and decay or pests. The rating scale is:

| <u>Range</u> | <u>#</u> | <u>Rating</u> | <u>Description</u> |
|--------------|----------|---------------|--|
| Excellent | 5 | | Found to have none to few defects or decay, and high vigor |

| | | |
|-----------|---|---|
| Good | 4 | Found to have few defects or decay, and above average vigor |
| Fair | 3 | Found to have mitigatable defects, limited decay, and average vigor |
| Poor | 2 | Found to have significant defects, decay, and lower vigor |
| Very poor | 1 | Found to have significant defects, decay, and low declining vigor |
| Dead | 0 | Found to be dead |

The oak canopy area was calculated by CTA Engineering and Surveying using aerial imagery calculating the area of the site considered Oak Woodland. The field inspection confirmed the location of the canopy as shown on the aerial image. The trees included in the inventory were shown in their approximate location on a site plan.

Diameter at Breast Height (DBH) is the industry standard for measuring trunk diameter. For trees with straight trunks and normal taper, the measurement is taken at 4.5 feet above grade. When a swollen area, flare from branching, multiple stems, or other abnormal growth is present, the diameter at 4.5 feet would not be characteristic of the subject tree. Therefore, the measurement is taken at the most appropriate location for determining the reasonable trunk diameter, and the height of the measurement was taken is listed with the diameter measurement if not at 4.5 feet. The number of stems are shown in the DBH measurements.

The initial measurements were taken with a Biltmore Stick. For all trees found to be close to 24 inches diameter or greater, a second more accurate measurement was taken with a diameter tape. For individual oak trees found greater than 5 inches in diameter, a more accurate measurement was taken with a diameter tape to confirm the tree diameter and include all trees 6 inches diameter and greater.

Other testing or examination:

No additional testing or examination was requested at the time of the inspection or found necessary.

Discussion:

The total project site is approximately 32.2 acres and contains protected Oak canopy. The site is bordered by a row of single-family lots to the north, a larger single family lot with some open space to the south, and open space to the west.

The project will impact protected Oak canopy. The oak trees on the property were inspected, and the site plan was reviewed to identify the Oak canopy that will be impacted by the development. The required mitigation and replanting is provided.

Canopy Preservation Plan

The El Dorado County Oak Resource Mitigation calculation is based on the area of oak woodland canopy area impacted.

The allowable removable canopy is shown on the following chart based on El Dorado County General Plan Policy 7.4.4.4 (Option A):

Option A

| Percent Existing Canopy Cover | Canopy Cover to be Retained |
|--------------------------------------|------------------------------------|
| 80-100 | 60% of existing canopy |
| 60-79 | 70% of existing canopy |
| 40-59 | 80% of existing canopy |
| 20-39 | 85% of existing canopy |
| 10-19 | 90% of existing canopy |
| 1-9 for parcels > 1 Acre | 90% of existing canopy |

The total project site area for the four Campobello phases 1 through 4 is 1,403,416.08 square feet or 32.218 acres. The existing oak canopy cover over the whole project area Phases 1-4 is 862,488 square feet, or 19.8 acres, and is 61.45% existing Oak canopy. This falls into the 60 to 79 percent existing canopy cover and allows up to 30% total oak canopy removal on the site, 258,764.4 square feet, or 5.94 acres.

The proposed plan for phases 1 and 2 includes the removal of 0.8 acres in Phase 1, and 1.3 acres in Phase 2 for a total of 91,476 square feet or 2.1 acres of oak canopy. This amounts to 10.5% of the total oak canopy and 35.6% of the 5.94 allowable Oak canopy acres to be removed. The proposed plan for Phase 3 includes the removal of 91,476 square feet, 2.1 acres equaling 35.4% the allowable Oak canopy acres to be removed. The proposed plan for Phase 4 includes the removal of 39,204 square feet, 0.9 acres equaling 15.2% of the allowable Oak canopy acres to be removed. The total proposed amount of Oak canopy removal for Phases 1-4 as shown above equals 22,156 square feet, 5.1 acres, or 85.9% of the total oak canopy allowable for removal for the total project area. Evergreen Communities requests to retain the right to remove the total 5.94 acres of allowable Oak canopy during Phases 3 and 4, should the need arise to complete the project, which will provide reasonable latitude in determining building envelopes as building permits are applied for. This would allow for 36,590.4 square feet, 0.84 acres, or 11.9% of the total Oak canopy allowed for removal. The total Oak canopy removal of 5.94 acres is within the allowable 30% percent Oak canopy removal.

The required mitigation planting for Phases 1-4 is 258,764.4 square feet, or 5.94 acres. Phases 1 and 2 Oak canopy removal is 91,476 square feet or 2.1 acres, or 420 trees. Phase 3 Oak canopy removal is 91,476 square feet, 2.1 acres, or 420 trees. Phase 4 Oak canopy removal is 39,204 square feet, 0.9 acres, or 180 trees. The available Oak canopy to remain within the allowable 30% canopy removal is 36,590.4 square feet, 0.84 acres, or 168 trees. The total proposed and allowable Oak canopy removal for the Campobello project would amount to 5.94 acres.

The oak mitigation for the Campobello project is proposed to be an Oak Conservation Easement on the Marble Valley Ridge Estates open space area for Phase number 1 and 2. The remaining 3.84 of the total 5.94 acres will either be an oak mitigation easement, be planted on the available proposed Marble Valley Ridge Estates site, or planted on the Phase 1-4 sites as necessary to meet the required mitigation.

The available mitigation planting area on the Marble Valley Ridge Estates site is 257,004 square feet, 5.9 acres, (1,180 trees) and with 1,742.4 square feet. The remaining Oak mitigation to be either another Oak Conservation Easement or planted Oak woodland is 3.84 acres.

Total square feet of the total Campobello Phases 1 - 4 project area: 1,403,416.08 sq ft, 32.218 acres
Total square feet of Oak canopy Phases 1 - 4: 862,488 sq ft, 19.8 acres, 61.45%
Total allowable Oak canopy removal for project site: 30%
Total square feet of project area for Phases 1 & 2: 363,290.4 square feet, 8.34 acres
Total square feet of Oak canopy for Phases 1 & 2: 114,998.4 square feet, 2.64 acres

Total square feet of total Oak canopy allowed to be removed for phases 1- 4: 258,764.4 sq ft, 5.94 acres, 30.0% of existing Oak canopy
Total square feet of Oak canopy to be removed in phases 1 & 2: 91,476 square feet, 2.1 acres, 35.4% of allowable Oak canopy removal area.
Total square feet of Oak canopy to be removed in phase 3: 91,476 square feet, 2.1 acres, 35.4% of allowable Oak canopy removal area.
Total square feet of Oak canopy to be removed in phase 4: 39,204 square feet, 0.9 acres, 15.1% of allowable Oak canopy removal area.

Total square feet of pre-mitigated Oak canopy to be removed: 0 sq. ft.

Total square feet of Oak canopy required to be replaced Phases 1 - 4: 258,764.4 square feet, 5.94 acres
Total square feet of Oak canopy to be replaced in Phases 1 & 2: 91,476 sq ft, 2.1 acres; Oak Conservation Easement
Total square feet of Oak canopy to be replaced in Phase 3: 91,476 sq ft, 2.1 acres, 420 trees
Total square feet of Oak canopy to be replaced in Phase 4: 39,204 sq ft, 0.9 acres, 180 trees

Total available replanting location Phases 1-4: 257,004.0 sq ft, 5.9 acres, 29.8%, 1,180 trees,
Total Oak Conservation Easement mitigating Phases 1 & 2: 91,476 square feet, 2.1 acres

The use of the Oak Conservation Easement for Phases 1 and 2 and the proposed planting area in Marble Valley Ridge Estates or dedication of another Oak Conservation Easement of 3 additional acres meet the mitigation requirements for Campobello Phases 1-4, and the project is in compliance with the above table and EDC 7.4.4.4 requirements.

Mitigation and Replanting

Under Option A, the project applicant shall also replace woodland habitat canopy removed at a 1:1 canopy cover acreage ratio. Woodland replacement shall be based on the formula, developed by the County, that accounts for the number of trees and acreage affected, per El Dorado County's "GENERAL PLAN POLICIES RELATED TO OAK WOODLANDS" document.

The total required mitigation area for proposed Phases 1-4 is 222,156 square feet, or 5.1 acres. The total required mitigation area for Phases 1 & 2 is 91,476 square feet or 2.1 acres. Phase 1 and 2 mitigation has been met with an Oak Conservation Easement. The proposed Oak Conservation Easement site was inspected on February 27, 2019 and the species and canopy are acceptable and meet the requirements for an Oak Conservation Easement.

Phases 3 and 4 prior to receiving a final on the property's building permit. 600 trees will be planted on the proposed Marble Valley Ridge Estates site or an additional Oak Conservation Easement will be provided.

If replacement is performed, the replacement of the 600 trees will be planted with Blue Oak, *Quercus Douglasii*, Valley Oak, *Quercus lobata*, and Interior Live Oak, *Quercus wislizenii*. If trees are planted for Phases 3 and 4, the ratio of species will range from 40 to 60% Blue Oak, 25 to 35% Valley Oak, and 20 to 30% Interior live Oak. The mitigation plan for Phases 3 and 4 is to install from 240 to 360 Blue Oak, 150 to 210 Valley Oak, and 120 to 180 Interior Live oak trees to meet the required 600 trees. If additional trees, up to 35,590.4 square feet, 0.84 acres, or 168 trees within the allowable Oak canopy are removed in Phases 3 and 4, the ratio of the species will range from 40 to 60% Blue Oak, 67 to 101 trees; 25 to 35% Valley Oak, 42 to 59 trees; and 20 to 30% Interior live Oak, 34 to 50 trees to meet the required 168 trees.

The range in species planting amounts will depend on the availability and quality of the trees at the time of the project planting. The trees will either be grown from acorns collected on site, and be grown to at least Deepot Cells (GP352, 2-1/2 inch diameter by 10 inches deep) size or greater, or planted with local nursery stock saplings or #1 container sized plants.

The applicant reserves the right to provide an Oak Conservation Easement as mitigation for some or all of the remaining required Oak canopy acreage.

When planting, the trees shall be spaced in the available planting areas in the most likely positions for growing long term oak canopy, as shown on the Oak Tree Canopy Retention Plan dated 4/3/17. Irrigation, maintenance, and monitoring will be performed to provide the best opportunities for successful establishment and growth of the mitigation trees. The planting spacing and quantity may be adjusted to increase the number of trees by up to 10% to assure the survival and establishment of the required number and canopy of mitigation trees.

The quality of the grown seedlings will be approved by a qualified arborist or nursery grower, and the spacing, design, and irrigation plan will be approved by a qualified arborist. Planting will be performed to the specifications included in Appendices B and C.

Appropriate reporting and validation of the successful tree establishment and growth will be provided by the Property Owner.

The existing oak trees are on a property bordered by Beasley Dr in an east-west alignment along the south side of the property, and Beasley Drive also cuts across the west side of the property. Votaire Drive cuts through the east side of the property and the oak canopy to the east ends at Deer Creek Road. Beasley Drive separates the Oak canopy on the proposed property and the properties to the south and west. There will be a remaining Oak canopy across the property with a single-family home property south of Beasley Drive, in the southwest direction then current open space in the west direction. The proposed oak canopy removal reduces the existing already interrupted oak canopy, and the adjacent property oak canopy remains. The proposed open space and oak planting in Marble Valley Ridge Estates will provide an alternative Oak canopy on the south side of Highway 50.

March 2, 2019

For long-term maintenance and the changes in site use, some pruning should be performed to larger trees retained within the project area. Trees that overhang neighboring properties and the new streets and home sites will experience increased use and have targets that were not previously on the properties. The pruning should be performed to remove large dead branches, shorten end weights, and reduce the risk of branch failure. Dead and weak trees without targets can be managed for habitat and risk.

Conclusion:

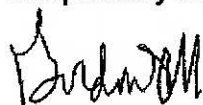
The proposed Campobello project will impact existing oak canopy within the allowable percent for EDC 7.4.4.4 Option A, 30%. The project is proposed in 4 Phases, with Phases 1 and 2 included in the first submittal. While the proposed tree removals in Phases 1 and 2 exceed the allowable Oak canopy removal for those phases, the entire proposed project Oak canopy removal is within the allowable Oak canopy removal percentage for the project.

There is an Oak Conservation Easement provided for the 2.1 acres for Phases 1 and 2. Adequate space is available for the Oak planting to achieve the required mitigation planting on the Marble Valley Ridge Estates open space area for future Phases 3 and 4.

Please contact Gordon Mann, of California Tree and Landscape Consulting, Inc., if there are any questions about this report.

Disclaimer: Gordon Mann, has analyzed the situation, applied the proper method(s) utilized within the profession, and performed a reasonableness test to support the project tree related decisions. I, nor the employees or subcontractors of California Tree and Landscape Consulting, Inc., may be held liable for the misuse or misinterpretation of this report. As the author of this report, I do hereby certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge and belief, and that they are made in good faith.

Respectfully submitted,



Gordon Mann
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ISA Certified Arborist WE- 0151AM
ISA TRAQ Qualified Tree Risk Assessor
California Tree and Landscape Consulting, Inc.
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Attachments:

- Site Plan with Tree Numbers
- Appendix A Tree Planting Specifications
- Appendix B Nursery Stock and Tree Planting
- Appendix C Tree Protection
- Appendix D Avoiding Damage During Construction
- Resume for Gordon Mann

Campobello Phases 1 & 2, Cameron Park, CA
Arborist Report for Oak Resources Management Plan

March 2, 2019

Campobello Phases 1 & 2 Tree List

Exhibit A Oak Conservation Easement Description

Campobello Unit 1 Forest an Oak Woodland and Easement Exhibit February 2019

Campobello Oak Mitigation Property aerial image

SITE PLAN IS ON FILE WITH THE PLANNING & BUILDING DEPARTMENT

Appendix A
Tree Planting Specifications

Trees shall be free of major injury such as scrapes that remove greater than 20% of the bark circumference, a broken central leader, or constrictions from staking or support. The graft, if present, shall be consistent for the production of the cultivar or species. The trunk flare shall be at grade, not buried by soil, and adventitious roots shall not be growing from above the trunk flare.

The tree shall not be root bound in the container, and the trunk diameter relative to the container sizes, within the limits of American National Standards Institute (ANSI) Z-60 Nursery Standards.

Prior to acceptance, upon delivery, trees may be pulled from the container, so the rootball can be inspected for compliance with the specifications. An agreed upon maximum percent of trees may be checked for compliance. The nursery should provide post delivery care specifications to keep the trees in optimum condition until planting.

Tree Planting

1.0 INSPECT THE TREE

- 1.1 Carefully remove the soil at the top of the container to locate the trunk flare. Check for girdling roots and damage to the root system and lower trunk.
- 1.2 Until a relationship is established with the supplying nursery, randomly select an acceptable sample for the delivery. Inspect the root system by taking the rootball out of the container, and remove all the soil from the root system. Inspect the inner roots to verify that the roots were properly pruned when moved from the initial container to the next larger size. Keep the root system moist during the check. If the roots were properly pruned during container transfer, and the roots have been kept moist, the tree can be planted as a bare root tree.
- 1.3 If the trees are acceptable, each tree shall be removed from the container prior to digging the hole, and the depth of the rootball from the trunk flare to the bottom of the rootball shall be measured. This measurement, less 1" is the depth the pedestal in the center of the planting hole shall be excavated to.

2.0 DIG THE HOLE

- 2.1 Shave and discard grass and weeds from the planting site.
- 2.2 The hole should be a minimum 3 times the diameter of the container diameter.
 - 2.2.1 Square containers shall be dug with a circular hole 3 times the container measurement.
- 2.3 Dig the hole, leaving an undisturbed pedestal in the center that the root ball will be set on.
- 2.4 The pedestal shall be excavated to the depth measurement determined above

3.0 ROOT BALL PREPARATION

- 3.1 Loosen and straighten outside and bottom roots prior to placing the rootball on the pedestal. The trunk flare (the point where the trunk meets the roots) should be 1" above ground level.
- 3.2 Winding and girdling roots shall be pruned to either the point they are perpendicular to the root ball, or a point where they can be straightened and placed perpendicular to the rootball.
- 3.3 Keep the roots moist during this process so they do not dry out.

4.0 BACKFILL

- 4.1 Hold the tree so the trunk and central leader are in a straight upright position.
- 4.2 Backfill soil with the soil you removed around the base of the pedestal and rootball no higher than 2/3, so the tree stands in the upright position
- 4.3 Tamp the soil to remove air gaps, or fill with water and allow soil to settle and drain. Continue to fill the entire hole with existing soil in layers and tamping, up to finished grade. Backfill soil shall not be placed on top of the rootball.
- 4.4 Build a berm at the outside edge of the rootball. The berm shall be a minimum 3 inches high and wide.
- 4.5 Cover the remainder of the backfill soil outside the berm with a set level of mulch (2 to 4 inches deep).

5.0 STAKING

- 5.1 Remove the nursery stake (the thin stake tied to the trunk) that is secured to the tree.
- 5.2 Install the appropriate number of stakes – for example, two stakes on the windward and leeward side of the tree, set at least 2 feet into the native soil outside the rootball.
- 5.2.1 If the area is exceptionally windy, high traffic, or when specified, install 3 or 4 stakes spaced evenly around the circumference, outside the rootball.
- 5.3 One tie per stake shall be placed at the lowest point on the trunk where the tree crown stands upright. Ties shall be placed using a “figure 8” crossing pattern wrapped around the trunk and firmly tied or attached to the stake.
- 5.3.1 Ties shall be loose enough so the tree crown moves up to 3 times the trunk diameter in the wind, and taut enough that the trunk does not rub the stakes during movement.
- 5.4 The stakes shall be cut off above the tie point so branches do not rub the stake above the tie point.
- 5.5 Check the stakes and ties periodically, removing them when the tree is able to stand on its own.
- 5.6 If a leader that should be vertical is drooping, the leader may be temporarily straightened using a bamboo or small diameter wood splint approximately 25% longer than the drooping section of stem, tied to the stem at the top and bottom of the splint to hold the stem vertical. The splint shall be removed prior to girdling or constricting the stem, and may be re-installed as necessary.

6.0 MULCH

- 6.1 Apply a set depth (2 to 4 inches) of wood chips or other organic mulch over the planting hole excavated soil.
- 6.2 Mulch may be placed inside the berm and shall be kept at least 4” away from the trunk flare.
- 6.3 The soil area of the planting hole shall be kept clear of grass and landscape plantings.

7.0 WATER/IRRIGATION

- 7.1 Apply water using a low pressure application, i.e.: trickle from a hose, soaker hose, or bubbler.
- 7.2 Use low water volume to apply the water. Add water long enough to saturate the rootball and planting area.
- 7.2.1 Lawn sprinklers shall not be considered an acceptable method of applying irrigation to newly planted trees.
- 7.3 The initial watering frequency shall be checked by monitoring the soil moisture. Based on the temperature and humidity, learn how long the soil retains the moisture.
- 7.4 After the soil is below field capacity, and before it dries out, repeat the watering process, every so determined days.
- 7.4.1 As the weather and seasons change, the irrigation frequency may change. This will be evaluated by checking soil moisture following water application.
- 7.4.1.1 For example: you may learn irrigation should be applied twice a week during the fall, except in cool or rainy weather. Irrigation may need to be applied every two days during hot dry summer periods.
- 7.5 Irrigation shall be continued for the first three years after planting.
- 7.5.1 Avoiding drying out the rootball and adjacent soil is critical for tree growth and establishment.

8.0 PROTECT THE TRUNK

- 8.1 Avoid damage from mowers and string trimmers to the tender bark of the young tree.
- 8.2 Maintain a clear area free of vegetation around the trunk in the berm or basin area.
- 8.3 Keep the set depth of mulch (2 to 4 inches) coverage of the area around the tree.
- 8.4 Retain temporary low branches along the trunk to shade and feed the trunk.

9.0 PRUNING NEWLY PLANTED TREES

- 9.1 Broken and dead branches shall be pruned.
- 9.2 A central leader shall be identified and retained if present. If co-dominant leaders are present, they shall be pruned to be shorter than the central leader by 20%.
- 9.3 All low temporary branches on the lower trunk shall be retained, and if needed shortened for clearance.

DETAIL IS ON FILE WITH THE PLANNING & BUILDING DEPARTMENT

Detail for #1, #5 and #15 container planting stock

10. FUTURE CARE

- 10.1 During subsequent years, the berm should be enlarged or removed to in order to provide water to the increasing root growth. The watering area should target new root growth and projected root growth.
- 10.2 Pruning should retain a dominant central leader; and retain low temporary branches until trunk bark hardens or remove before branch diameter becomes too large.

Appendix B

Nursery Stock and Tree Planting

Nursery Stock purchase

Trees purchased for the subject project shall be the Genus, species, and cultivar specified in the purchase documents. Trees shall be grown to be free of bound root systems caused by winding roots or kinked roots from a previous smaller container. As trees are moved to larger containers, circling roots shall be either pruned to a point where they can grow straight, straightened in the new container, or removed. Kinked roots shall be pruned to a point where they will grow straight outward or downward.

The trunk and branches shall be of a structure where a central leader is defined, or the central leader can be easily selected. The competing leaders have a smaller diameter, and can be pruned shorter.

Appendix C

Tree Protection

The edge of the tree canopy outside of the construction area shall be fenced off with construction fencing, either temporary orange fence or chain link fence. The fence shall be placed as far from the trees as possible, targeting outside the dripline. If the fence cannot be placed outside of the dripline, the project arborist shall determine if the distance is acceptable or some other soil protection is necessary. A certified arborist must approve the placement of the tree fence. The fence will be marked with weather appropriate signage clearly stating the area as "Protected! Do not enter! Tree preservation zone." Sign(s) will be placed on every face or direction of fence line.

When excavating or trenching adjacent to trees, roots 2 inches and greater encountered in the trench shall be cleanly severed at the trench side closest to the tree, and then excavated, so the roots are not torn back towards the tree. Cut exposed roots ends or exposed roots shall be covered with moist soil or moist burlap and kept moist until the soil is backfilled.

No storage of supplies or materials, parking, or other construction activity shall occur within the fenced area. If a construction activity is required within the construction area, specific specifications and mitigation shall be written to cover the work, and the fencing may be entered during the necessary construction activity, then the fencing shall be replaced after the activity is completed for the day.

The construction protection shall remain in place until the project is completed, including landscape activities. Landscape activities shall have specifications that protect the trees during the landscape activities.

Any bare soil around protected trees should be covered with a 4-inch layer of mulch consisting of ground-up tree parts.

If the protected trees appear to show signs of yellowing leaves, dead leaves, or other abnormal appearance, contact the project arborist for inspection and mitigation.

Long Term Landscape Maintenance Plan and Specifications

General

This plan and specifications are intended to promote the optimum landscape growth and lifespan. Individual tree planting in specific sites in the parking lot are intended to provide a large shade canopy over time covering 50% or greater of the parking lot. The border and natural screening plantings are overplanted and intended to fill the space initially, and have the weaker trees removed over time, to create the space and site resources necessary for the remaining trees. Trees initially will be planted on approximate 10 foot centers, with the long term spacing to be approximately 20 foot centers. As trees are thinned, they may be transplanted or removed, as best suited to the remaining trees on the site.

These trees shall be pruned to establish a central leader, to provide the best structure by managing size relationships between parent and subordinate trunk and branches, and to encourage growth into a large shade canopy. These trees shall not be topped or rounded over. Trees may have competing leaders headed back to promote the strong central leader necessary to eliminate co-dominant stems and weak branching.

Design Intent

The trees planted around the perimeter and alongside the sidewalk or street are intended to replicate natural areas and to screen the project and adjacent properties. The native oaks shall be more tightly spaced at planting and thinned over time to promote the growth of the final or climax trees on the site. The thinning for spacing shall be performed as the trees get larger and their crowns begin to overlap. When the desired tree crowns are being impacted by an adjacent tree, the adjacent tree should either be pruned or removed, to provide the optimum screening while enhancing the desired tree growth. Pruning shall retain a dominant central leader and for decurrent tree structures, remove competing leaders, and maintain the appropriate size relationships between parent and subordinate trunk and branches.

Pruning Small Trees

Branches are to be pruned by either reduction, thinning, or raising cuts to achieve the appropriate clearance over the area. The smallest diameter branches should be removed, working from the branch tips towards the center, removing none to minimal interior foliage inside the final outward branch cut. Trees shall be cleaned to remove dead branches, weakly attached branches, and branches where significant damage has occurred by rubbing, animals, insects, or critical disease. All pruning cuts shall be made in accordance with American National Standards Institute (ANSI) A300 Part 1 Pruning Standards and International Society of Arboriculture (ISA) Best Management Practices for Pruning.

On trees up to six inches in diameter, all dead branches greater than one-half inch diameter shall be removed. All weakly attached branches and potential co-dominant branches shall either be reduced by at least 20% or be removed, as most appropriate for the long term structure of the tree. The weakest or most damaged branch of a pair or group of rubbing branches shall be shortened to avoid rubbing, or removed. All temporary branches along the trunk should be retained and shortened to obtain necessary clearance. When either temporary branches exceed one-inch diameter, or the trunk forms mature bark, the temporary branches should be removed.

Stakes shall be installed as necessary to support a straight growing tree, and reduce crooked growth caused by high wind. The trunk shall be supported at the lowest point to keep the crown supported straight, and the portions of the stake above the tie point cut off to avoid rubbing branches. After the tree becomes firmly rooted, and the stake is no longer necessary to support the tree, the stakes shall be removed.

Depending on the location and site needs, clearance should be performed by pruning the smallest branches inward from the branch tips until the permanent branches are in place. Clearance minimums should be set, for example: 7.5' over sidewalks, 10 feet over parking spaces, and 14.5 feet over truck traffic streets. Clearance pruning shall be carefully performed until the permanent branches are identified. Up to 25% of the total foliage on any tree should be the maximum removed during any planned pruning cycle. Follow-up pruning for structure or clearance on young trees can be performed at any time if pruning small amounts of foliage (up to 10%) and retaining the central leader and branch size relationships.

Pruning Large Trees

Branches are to be pruned by either reduction, thinning, or raising cuts to achieve the appropriate clearance over the area. The smallest diameter branches should be removed, working from the branch tips towards the center, removing none to minimal interior foliage inside the final outward branch cut. Trees shall be cleaned to remove dead branches, weakly attached branches, and branches where significant damage has occurred by rubbing, animals, insects, or critical disease. All pruning cuts shall be made in accordance with American National Standards Institute (ANSI) A300 Part 1 Pruning Standards and International Society of Arboriculture (ISA) Best Management Practices for Pruning.

On trees larger than six inches in diameter, all dead branches greater than one-inch diameter shall be removed. Long heavy branches that are either growing flat or bending down shall have approximately 15% of the end weight reduced, accomplished by a combination of pruning the downward growing branches, shortening long tips, and thinning endweights. If any structural issues are observed by the climber working in the tree, they shall notify the property manager immediately to discuss the tree's needs.

Depending on the location and site needs, clearance should be performed by pruning the smallest branches inward from the branch tips until the permanent branches are in place. Clearance minimums should be set, for example: 7.5' over sidewalks, 10 feet over parking spaces, and 14.5 feet over truck traffic streets. Clearance pruning shall be carefully performed until the permanent branches are identified. Up to 25% of the total foliage on any tree should be the maximum removed during any planned pruning cycle.

Any special site issues for utility clearance or conflicts with other objects shall be managed by early pruning to direct growth away from the target lines, overhead lights, flags, or buildings.

Thinning of Dense Planting

Many landscape plantings and natural landscape areas are over-planted by installing a greater number of plants at closer spacing than optimum for the full-sized plants. Over time, plants will grow into each other, the crowns will conflict, and the spacing will need to be corrected. Correct spacing is obtained by removing the least desirable plants to meet the final spacing target, within reasonable tolerances.

Campobello Phases 1 & 2, Cameron Park, CA
Arborist Report for Oak Resources Management Plan

March 2, 2019

If conflicting plants are all healthy, it won't matter which plants are removed to achieve the spacing distances. Spaced thinning should be performed before the foliar crowns are intertwined or overlapping. The thinning may be performed over two or three cycles as the trees grow over time, depending on the density and desired final spacing.

The trees initially will be planted on approximate 10 foot centers, with the long term spacing to be approximately 20 foot centers. The healthiest and best specimens should be retained on site. As trees are thinned, they may be transplanted or removed, as best suits the remaining trees on the site.

Appendix D

Avoiding Tree Damage During Construction

Edited from the **ISA**'s tree protection guidelines

As cities and suburbs expand, wooded lands are being developed into commercial and residential sites. Homes are constructed in the midst of trees to take advantage of the aesthetic and environmental value of the wooded lots. Wooded properties can be worth as much as 20 percent more than those without trees, and people value the opportunity to live among trees.

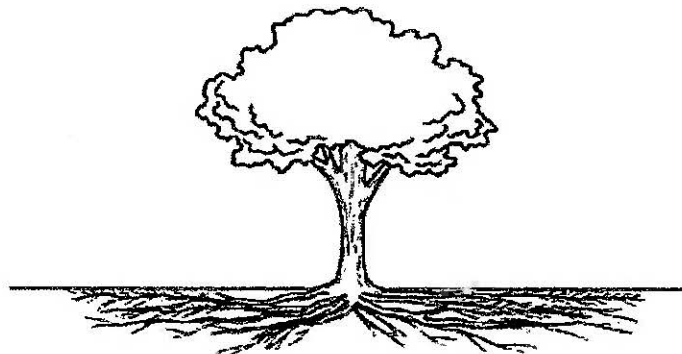
Unfortunately, the processes involved with construction can be deadly to nearby trees. Unless the damage is extreme, the trees may not die immediately but could decline over several years. With this delay in symptom development, you may not associate the loss of the tree with the construction.

It is possible to preserve trees on building sites if the right measures are taken. The most important step is to hire a professional arborist during the planning stage. An arborist can help you decide which trees can be saved and can work with the builder to protect the trees throughout each construction phase.

How Trees Are Damaged During Construction

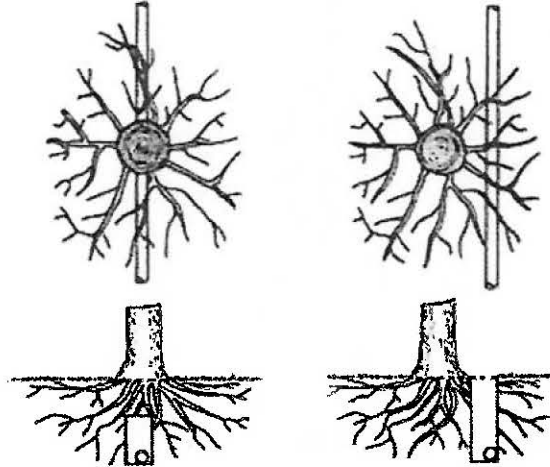
Physical Injury to Trunk and Crown. Construction equipment can injure the aboveground portion of a tree by breaking branches, tearing the bark, and wounding the trunk. These injuries are permanent and, if extensive, can be fatal.

Cutting of Roots. The digging and trenching that are necessary to construct a house and install underground utilities will likely sever a portion of the roots of many trees in the area. It is easy to appreciate the potential for damage if you understand where roots grow. The roots of a tree are found mostly in the upper 6 to 24 inches of the soil. In a mature tree, the roots extend far from the trunk. In fact, roots typically are found growing a distance of one to three times the height of the tree. The amount of damage a tree can suffer from root loss depends, in part, on how close to the tree the cut is made. Severing one major root can cause the loss of 5 to 20 percent of the root system.



The roots of a tree extend far from the trunk and are found mostly in the upper 6 to 12 inches of soil.

Another problem that may result from root loss caused by digging and trenching is that the potential for the trees to fall over is increased. The roots play a critical role in anchoring a tree. If the major support roots are cut on one side of a tree, the tree may fall or blow over.



Less damage is done to tree roots if utilities are tunneled under a tree (right, top and bottom) rather than across the roots (left, top and bottom).

Less damage is done to tree roots if utilities are tunneled under a tree rather than across the roots.

Soil Compaction. An ideal soil for root growth and development is about 50 percent pore space. These pores—the spaces between soil particles—are filled with water and air. The heavy equipment used in construction compacts the soil and can dramatically reduce the amount of pore space. This compaction not only inhibits root growth and penetration but also decreases oxygen in the soil that is essential to the growth and function of the roots, and water infiltration.

Smothering Roots by Adding Soil. Most people are surprised to learn that 90 percent of the fine roots that absorb water and minerals are in the upper 6 to 12 inches of soil. Roots require space, air, and water. Roots grow best where these requirements are met, which is usually near the soil surface. Piling soil over the root system or increasing the grade smothers the roots. It takes only a few inches of added soil to kill a sensitive mature tree.

Exposure to the Elements. Trees in a forest grow as a community, protecting each other from the elements. The trees grow tall, with long, straight trunks and high canopies. Removing neighboring trees or opening the shared canopies of trees during construction exposes the remaining trees to sunlight and wind. The higher levels of sunlight may cause sunscald on the trunks and branches. Also, the remaining trees are more prone to breaking from wind or ice loading.

Getting Advice

Hire a professional arborist in the early planning stage. Many of the trees on your property may be saved if the proper steps are taken. Allow the arborist to meet with you and your building contractor. Your arborist can assess the trees on your property, determine which are healthy and structurally sound, and suggest measures to preserve and protect them.

One of the first decisions is determining which trees are to be preserved and which should be removed. You must consider the species, size, maturity, location, and condition of each tree. The largest, most mature trees are not always the best choices to preserve. Younger, more vigorous trees usually can survive and adapt to the stresses of construction better. Try to maintain diversity of species and ages. Your arborist can advise you about which trees are more sensitive to compaction, grade changes, and root damage.

Planning

Your arborist and builder should work together in planning the construction. The builder may need to be educated regarding the value of the trees on your property and the importance of saving them. Few builders are aware of the way trees' roots grow and what must be done to protect them.

Sometimes small changes in the placement or design of your house can make a great difference in whether a critical tree will survive. An alternative plan may be more friendly to the root system. For example, bridging over the roots may substitute for a conventional walkway. Because trenching near a tree for utility installation can be damaging, tunneling under the root system may be a good option.

Erecting Barriers

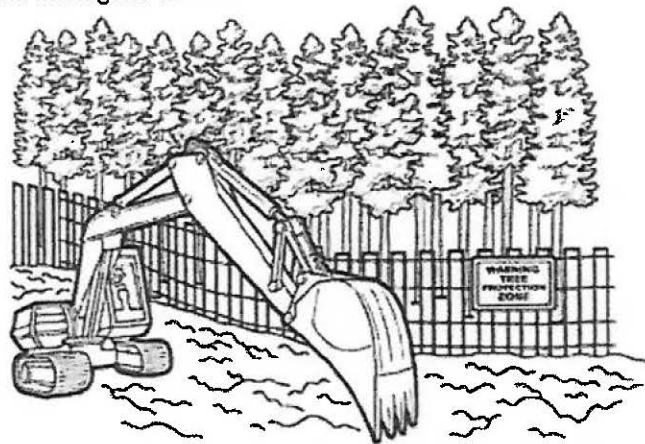
Because our ability to repair construction damage to trees is limited, it is vital that trees be protected from injury. The single most important action you can take is to set up construction fences around all of the trees that are to remain. The fences should be placed as far out from the trunks of the trees as possible. As a general guideline, allow 1 foot of space from the trunk for each inch of trunk diameter. The intent is not merely to protect the aboveground portions of the trees but also the root systems. Remember that the root systems extend much farther than the drip lines of the trees.

Instruct construction personnel to keep the fenced area clear of building materials, waste, excess soil, and equipment. No digging, trenching, or other soil disturbance such as driving vehicles and equipment over the soil should be allowed in the fenced area.

Protective fences should be erected as far out from the trunks as possible in order to protect the root system prior to the commencement of any site work, including grading, demolition, and grubbing.

Limiting Access

If at all possible, it is best to allow only one access route on and off the property. All contractors must be instructed where they are permitted to drive and park their vehicles. The construction access drive should be the route for utility wires; underground water, sewer, or storm drain lines; roadways; or the driveway.



Protective fences should be erected as far out from the trunks as possible in order to protect the root systems.

Specify storage areas for equipment, soil, and construction materials. Limit areas for burning (if permitted), cement wash-out pits, and construction work zones. These areas should be away from protected trees.

Specifications

Specifications are to be put in writing. All of the measures intended to protect your trees must be written into the construction specifications. The written specifications should detail exactly what can and cannot be done to and around the trees. Each subcontractor must be made aware of the barriers, limitations, and specified work zones. It is a good idea to post signs as a reminder.

Fines and penalties for violations should be built into the specifications. Not too surprisingly, subcontractors are much more likely to adhere to the tree preservation clauses if their profit is at stake. The severity of the fines should be proportional to the potential damage to the trees and should increase for multiple infractions.

Maintaining Good Communications

It is important to work together as a team. You may share clear objectives with your arborist and your builder, but one subcontractor can destroy your prudent efforts. Construction damage to trees is often irreversible.

Visit the site at least once a day if possible. Your vigilance will pay off as workers learn to take your wishes seriously. Take photos at every stage of construction. If any infraction of the specifications does occur, it will be important to prove liability.

Final Stages

It is not unusual to go to great lengths to preserve trees during construction, only to have them injured during landscaping. Installing irrigation systems and roto-tilling planting beds are two ways the root systems of trees can be damaged. Remember also that small increases in grade (as little as 2 to 6 inches) that place additional soil over the roots can be devastating to your trees. ANSI A300

Standards Part 5 states that tree protection shall be in place for the landscape phase of the site development. Landscape tree protection may be different than other construction process tree protection, and a conference with the landscape contractor should be held prior to the commencement of the landscape work. Careful planning and communicating with landscape designers and contractors is just as important as avoiding tree damage during construction.

Post-Construction Tree Maintenance

Your trees may require several years to adjust to the injury and environmental changes that occur during construction. The better construction impacts are avoided, the less construction stress the trees will experience. Stressed trees are more prone to health problems such as disease and insect infestations. Talk to your arborist about continued maintenance for your trees. Continue to monitor your trees, and have them periodically evaluated for declining health or safety hazards.

Despite the best intentions and most stringent tree preservation measures, your trees still might be injured from the construction process. Your arborist can suggest remedial treatments to help reduce stress and improve the growing conditions around your trees. In addition, the International Society of Arboriculture offers a companion to this brochure titled "Treatment of Trees Damaged by Construction".



California Tree and Landscape Consulting, Inc.

GORDON MANN

EDUCATION AND QUALIFICATIONS

- 1977 Bachelor of Science, Forestry, University of Illinois, Champaign.
- 1982 - 1985 Horticulture Courses, College of San Mateo, San Mateo.
- 1984 Certified as an Arborist, WE-0151A, by the International Society of Arboriculture (ISA).
- 2004 Certified as a Municipal Specialist, WE-0151AM, by the ISA.
- 2011 Registered Consulting Arborist, #480, by the American Society of Consulting Arborists (ASCA).
- 2003 Graduate of the ASCA Consulting Academy.
- 2006 Certified as an Urban Forester, #127, by the California Urban Forests Council (CaUFC).
- 2011 TRACE Tree Risk Assessment Certified, continued as an ISA Qualified Tree Risk Assessor (T.R.A.Q.).

PROFESSIONAL EXPERIENCE

- 2016 – Present CALIFORNIA TREE AND LANDSCAPE CONSULTING, INC (CaTLC). President and Consulting Arborist.
Auburn. Mr. Mann provides consultation to private and public clients in health and structure analysis, inventories, management planning for the care of trees, tree appraisal, risk assessment and management, and urban forest management plans.
- 1986 - Present MANN MADE RESOURCES. Owner and Consulting Arborist. Auburn.
Mr. Mann provides consultation in municipal tree and risk management, public administration, and developing and marketing tree conservation products.
- 2015 – 2017 CITY OF RANCHO CORDOVA, CA. Contract City Arborist.
Mr. Mann serves as the City's first arborist, developing the tree planting and tree maintenance programs, performing tree inspections, updating ordinances, providing public education, and creating a management plan,
- 1984 – 2007 CITY OF REDWOOD CITY, CA. City Arborist, Arborist, and Public Works Superintendent.
Mr. Mann developed the Tree Preservation and Sidewalk Repair Program, supervised and managed the tree maintenance program, performed inspections and administered the Tree Preservation Ordinance. Additionally, he oversaw the following Public Works programs: Streets, Sidewalk, Traffic Signals and Streetlights, Parking Meters, Signs and Markings, and Trees.
- 1982 – 1984 CITY OF SAN MATEO, CA. Tree Maintenance Supervisor.
For the City of San Mateo, Mr. Mann provided supervision and management of the tree maintenance program, and inspection and administration of the Heritage Tree Ordinance.
- 1977 – 1982 VILLAGE OF BROOKFIELD, IL. Village Forester.
Mr. Mann provided inspection of tree contractors, tree inspections, managed the response to Dutch Elm Disease. He developed an in-house urban forestry program with leadworker, supervision, and management duties to complement the contract program.
- 1979 - Present INTERNATIONAL SOCIETY OF ARBORICULTURE. Member.
• Board of Directors (2015 - Present)

- True Professional of Arboriculture Award (2011); In recognition of material and substantial contribution to the progress of arboriculture and having given unselfishly to support arboriculture.

- 1982 - Present WESTERN CHAPTER ISA (WCISA). Member.
- Chairman of the Student Committee (2014 - 2017)
 - Member of the Certification Committee (2007 - Present)
 - Chairman of the Municipal Committee (2009 - 2014) e Award of Merit (2016) In recognition of outstanding meritorious service in advancing the principles, ideals and practices of arboriculture.
 - Annual Conference Chair (2012)
 - Certification Proctor (2010 – Present)
 - President (1992 - 1993)
 - Award of Achievement and President's Award (1990)
- 1985 - Present CALIFORNIA URBAN FORESTS COUNCIL (CaUFC). Member; Board Member (2010 - Present)
- 1985 - Present SOCIETY OF MUNICIPAL ARBORISTS (SMA). Member. e Legacy Project of the Year (2015) o In recognition of outstanding meritorious service in advancing the principles, ideals and practices of arboriculture.
- Board Member (2005 - 2007)
- 2001 - Present AMERICAN SOCIETY OF CONSULTING ARBORISTS.
Member. e Board of Directors (2006 - 2013)
- President (2012)
- 2001 - Present CAL FIRE. Advisory Position.
- Chairman of the California Urban Forestry Advisory Committee (2014 - 2017)
- 2007 – Present AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI): A300 TREE MAINTENANCE STANDARDS
COMMITTEE. SMA Representative and Alternate.
- Alternative Representative for SMA (2004 - 2007; 2012 - Present)
 - Representative for SMA (2007 - 2012)
- 2007 - Present SACRAMENTO TREE FOUNDATION. Member and Employee.
- Co-chair/member of the Technical Advisory Committee (2012 - Present)
 - Urban Forest Services Director (2007 - 2009) e Facilitator of the Regional Ordinance Committee (2007 - 2009)
 - 1988 - 1994 TREE CLIMBING COMPETITION.
 - Chairman for Northern California (1988 - 1992)
 - Chairperson for International (1991 - 1994)

PUBLICATIONS AND LECTURES

Mr. Mann has authored numerous articles in newsletters and magazines such as Western Arborist, Arborist News, City Trees, Tree Care Industry Association, Utility Arborists Association, CityTrees, and Arborists Online, covering a range of topics on Urban Forestry, Tree Care, and Tree Management. He has developed and led the training for several programs with the California Arborist Association. Additionally, Mr. Mann regularly presents at numerous professional association meetings on urban tree management topics.

Assumptions and Limiting Conditions

1. Consultant assumes that any legal description provided to Consultant is correct and that title to property is good and marketable. Consultant assumes no responsibility for legal matters. Consultant assumes all property appraised or evaluated is free and clear, and is under responsible ownership and competent management.
2. Consultant assumes that the property and its use do not violate applicable codes, ordinances, statutes or regulations.
3. Although Consultant has taken care to obtain all information from reliable sources and to verify the data insofar as possible, Consultant does not guarantee and is not responsible for the accuracy of information provided by others.
4. Client may not require Consultant to testify or attend court by reason of any report unless mutually satisfactory contractual arrangements are made, including payment of an additional fee for such Services as described in the Consulting Arborist Agreement.
5. Unless otherwise required by law, possession of this report does not imply right of publication or use for any purpose by any person other than the person to whom it is addressed, without the prior express written consent of the Consultant.
6. Unless otherwise required by law, no part of this report shall be conveyed by any person, including the Client, the public through advertising, public relations, news, sales or other media without the Consultant's prior express written consent.
7. This report and any values expressed herein represent the opinion of the Consultant, and the Consultant's fee is in no way contingent upon the reporting of a specific value, a stipulated result, the occurrence of a subsequent event or upon any finding to be reported.
8. Sketches, drawings and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys. The reproduction of any information generated by architects, engineers or other consultants and any sketches, drawings or photographs is for the express purpose of coordination and ease of reference only. Inclusion of such information on any drawings or other documents does not constitute a representation by Consultant as to the sufficiency or accuracy of the information.
9. Unless otherwise agreed, (1) information contained in this report covers only the items examined and reflects the condition of those items at the time of inspection; and (2) the inspection is limited to visual examination of accessible items without dissection, excavation, probing or coring. Consultant makes no warranty or guarantee, express or implied that the problems or deficiencies of the plans or property in question may not arise in the future.
10. Loss or alteration of any part of this Agreement invalidates the entire report.

Certificate of Performance

I, Gordon Mann, certify that:

I have personally inspected the trees and site referred to in this report, and have stated my findings accurately. The extent of the inspection is stated in the attached report under Assignment;

I have no current or prospective interest in the vegetation, or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;

The analysis, opinions and conclusions stated herein are my own and are based on current scientific procedures and facts;

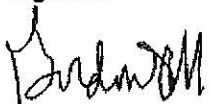
My analysis, opinions, and conclusions were developed, and this report has been prepared according to commonly accepted arboricultural practices;

No one provided significant professional assistance to me, except as indicated within the report;

My compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client, or any other party, nor upon the results of the assignment, the attainment of stipulated results, or the occurrence of any subsequent events.

I further certify that I am a member in good standing of the International Society of Arboriculture (ISA) and an ISA Certified Arborist and Municipal Specialist. I am also a Registered Consulting Arborist member in good standing of the American Society of Consulting Arborists. I have been involved in the practice of arboriculture and the care and study of trees for over 39 years.

Signed:



Gordon Mann

Date: March 2, 2019

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

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

APNs: 119-310-039
Owner: Campobello 24-8, LLC
Project #: TM-F21-0006

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement dated April 10, 2019, from Campobello 24-8, LLC, is hereby accepted by the Planning Department Director whose authority is on record at the County Recorder's Office and on behalf of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 119-310-039

Dated this 30 day of June, 2022.

COUNTY OF EL DORADO

By:



Lori Parlin, Chair
Of the Board of Supervisors

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 EL DORADO }

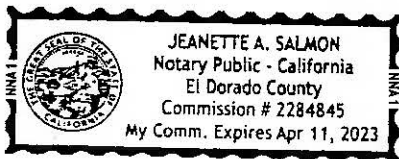
On JUNE 30, 2022 before me, JEANETTE A. SALMON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared LORI PARLIN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jeanette A. Salmon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONSERVATION EASEMENT DEED

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
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- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____