

FUNDING, CREDIT AND REIMBURSEMENT AGREEMENT BETWEEN WEST VALLEY, LLC AND THE COUNTY OF EL DORADO

This Funding and Reimbursement Agreement, hereinafter called "Agreement" made and entered into by and between the County of El Dorado, a political subdivision of the State of California ("County") and West Valley, LLC ("Developer"), concerning the funding, and reimbursement and/or credit for funding of certain improvements more particularly described herein.

RECITALS

WHEREAS, on January 22, 2004, Developer obtained approval of the tentative map, TM99-1359, subsequently amended on July 7, 2004 as TM 99-1359R, West Valley Village project, now commonly referred to as "Blackstone", subject to certain conditions of approval. The Blackstone project is generally described on Exhibit A attached hereto and made a part hereof (the "Project"), and the Planning Commission's conditions of approval (hereinafter the "Conditions") are attached hereto as Exhibit "B" and incorporated by reference as though fully set forth herein; and

WHEREAS, Conditions Nos. 21, 25, 26, 27, 28, and 61 of the approved tentative map for the Project require Developer to, among other obligations, prepare plans and specifications, secure right-of-way, obtain permits, provide for the relocation of utilities and provide all or partial funding for certain improvements including the planned Silva Valley Parkway Interchange and related improvements, and improvements to Latrobe Road and the US 50/Latrobe/El Dorado Hills Boulevard Interchange. ; and

WHEREAS, the Conditions require that the Developer and the County enter into a credit/reimbursement agreement consistent with any Board of Supervisors' adopted reimbursement policies in effect at the time the agreement is executed and the parties intend that this Agreement will comply with that requirement to enter into a credit/reimbursement agreement only; Nothing by way of this Agreement shall be deemed to satisfy any of the Conditions; and

WHEREAS, the parties now intend to more particularly set forth the manner in which, in accordance with the Conditions, Developer will meet its funding obligations and the County will apply credits against applicable fees and provide reimbursements to which Developer will be entitled as a result of such funding; and

WHEREAS, some of the Improvements are identified on Exhibit B of Resolution adopted September 20, 2005 establishing the Interim 2004 General Plan Traffic Impact Mitigation Fees Program (TIM CIP), some of such Improvements are scheduled for construction within the initial five-year period as depicted in the Proposed Interim Capital Improvement Program dated September 12, 2005 ("CIP"); and others are not in the CIP. The parties acknowledge that with respect to those Improvements which are currently not included in the TIM CIP, the reimbursement provisions contained in this Agreement shall not apply to such Improvements unless and until such Improvements are included within the TIM CIP; and

WHEREAS, the parties intend that this Agreement will reflect the high priority of the nature of the improvements required by Condition 25 while at the same time

recognizing that the County has additional high priority projects that will need to be funded from and/or reimbursed from accruals within the County road impact fee programs, and this Agreement is intended to reflect the equal need for reimbursement to the Developer and continued accrual of road impact fees to the County; and

WHEREAS, the parties acknowledge that the County has previously designated in the El Dorado Hills/Salmon Falls Area Road Impact Fee program certain set asides, inclusive of the 30% Silva Valley Interchange Set-Aside, and the South of Highway 50 set aside, as well as entered into prior reimbursement agreements, and this Agreement is intended to be, and shall be construed to be, consistent with and subject to existing set asides and reimbursement agreements already executed; and

WHEREAS, County has adopted "Guidelines for Road Impact Fee/Traffic Impact Mitigation Fee Reimbursement Projects" (the "Guidelines") that identify requirements for pre-construction procedures, bid/proposal procedures, project award, construction, reimbursement and cost reimbursement policies, and the like, where on May 20, 2003 the reimbursement provisions only of these guidelines related to the El Dorado Hills RIF were suspended; a copy of which is on file and available at the El Dorado County Department of Transportation's main office located at 2850 Fairlane Court, Placerville, California 95667, and is incorporated herein and made by reference a part hereof as if set forth in full.

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

1. The Recitals are true and correct and incorporated into this Agreement.
2. **Offer of Dedication:** Pursuant to Condition 21, Developer is required to provide irrevocable offers of dedication, and right-of-way acquisition as follows: (a) Developer will irrevocably dedicate in fee to the County the on-site portions of Latrobe Road, with necessary slope easements ("Developer's IODs"). The on-site portions of Latrobe Road include but are not limited to those parcels depicted on On-Site Right of Way Needs attached hereto and incorporated by reference as Exhibit "C". The Developer acknowledges and agrees that Developer, any member of Developer, and any successor interests to Developer, and its members, in this real property shall not be considered a third party for purposes of reimbursement under this Agreement. Developer IODs are not eligible for reimbursement under the 2004 El Dorado Hills TIM (EDH TIM) program; (b) Developer will secure right-of-way needs from off-site portions of Latrobe Road from third party property owners ("Third Party ROW") including but not limited to those parcels as depicted on Off-Site Right of Way Needs attached hereto and incorporated by reference as Exhibit "D". Developer shall be eligible for credits/reimbursements for Third Party ROW.
3. **Latrobe Road Improvements:** In accordance with the terms and conditions of Condition 25, Developer is required to provide funding for each of the road improvements set forth in Condition 25 (hereinafter referred to as "Condition 25 Improvements"). Funding for Condition 25 Improvements shall have the meaning set forth in the Condition, which includes the entire cost of the identified improvements(s) including but not limited to design, engineering, environmental clearances, permits, right-of-way, surveying, and construction. In addition, Condition 61 requires Developer to

fund and construct a Class I bicycle and pedestrian trail along the portion of Latrobe Road adjacent to the project site consistent with El Dorado County and El Dorado Hills Community Services District standards ("Condition 61 Improvements").

4. Bike Path Improvements: Costs incurred by Developer shall not be eligible to apply credits or obtain reimbursement for Condition 61 Improvements unless and until these bike paths are included within the El Dorado Hills Tim program. At that time, credits or reimbursement shall be applied in accordance with the Board of Supervisors reimbursement policies then in effect at the time of inclusion.

5. El Dorado Hills Boulevard Interchange Improvements: The parties hereby acknowledge that the elements of the El Dorado Hills/Latrobe Interchange listed in Condition 25(c) have been previously funded by the County, through its RIF program, and no reimbursement is due Developer under this Condition 25(c). *done*

6. Silva Valley Interchange Improvements and Set Aside Fund: As set forth in Condition 26, Developer is obliged to fund the Silva Valley Parkway Interchange (hereinafter "Condition 26 Improvements") as set forth in the terms of the condition. County will reserve an amount equal to 30% of all El Dorado Hills TIM fees collected for the Silva Valley Interchange. The reserve will be created from a combination of two funds: the El Dorado Hills TIM where the reserve will be deposited into the Silva Valley Interchange Set Aside Fund, and from the Highway 50 TIM where the reserve will be held within the Highway 50 TIM fund (the Hwy 50 Silva Valley Set Aside).

(a) Except as provided hereinbelow, the cash balance in the Silva Valley Set Aside fund as of November 19, 2005, the effective date of the new fee program, shall be utilized first.

(b) After cash balances in section (a) have been exhausted, the cash balances in the two reserves: the Silva Valley Set Aside Fund and the Hwy 50 Silva Valley Set Aside reserve will be used.

(c) Project costs projected in excess of the funds described above in (a) and (b) above shall be advanced by Developer (Contribution). At such time as the County awards a contract for construction of the Condition 26 Improvements, and/or upon each determination of right of way payment amounts, the County shall provide Developer with an accounting of actual and projected project costs and make a written request for the required cash advance. Developer shall pay the required cash advance to County within 30 days of receipt of such request. Additional cash advance payments shall be provided as required by County for the completion of the improvement.

With respect to section (a) above, the cash balance shall be reduced by amounts segregated for prior reimbursements by County for any existing obligations of the fund to include Serrano Associates, LLC.

Contribution shall be reimbursed from cash receipts collected according to the 30% reservation described above. Reimbursement payments shall be made for those costs where project has been accepted as complete by the County Board of Supervisors with payments being made on an annual basis no later than March 1st of each year until paid

in full. The amount of each payment will reflect the balance in the two set aside reserves as of December 31st of each year up to the outstanding advance balance with County maintaining the equal distribution between the two funds. In the event the fee program is restructured, the 30% set aside obligation shall be funded according to the structure of the new fee program.

7. Planning Studies/Preliminary Designs for Alternative Connections: Pursuant to Condition 27 as set forth on Exhibit B, Developer is required to initiate a Planning Study and to prepare preliminary designs for alternate connections between Latrobe Road, south of White Rock Road and US Highway 50, west of the El Dorado Hills Boulevard Interchange (the "Alternate Connection"). The parties acknowledge and agree that Developer shall not be entitled to reimbursement for its costs incurred in connection with the initiation or preparation of the studies/designs referenced in this Section unless and until the Alternate Connection is included within the TIM CIP. In the event that the Alternate Connection is included within the TIM CIP, then the Developer shall be entitled to reimbursement for its costs incurred for such studies/designs pursuant to the reimbursement Guidelines in effect at the time the Alternate Connection is added to the TIM CIP and CIP.

2007

8. US Highway 50 Improvements: Condition 28 as set forth on Exhibit B requires Developer to pay the difference between the cost of construction of certain improvements to US Highway 50, less the total fees paid from the Project into the Interim 2004 General Plan Traffic Impact Mitigation Fees Program, Highway 50 component ("Highway 50 TIM") for Highway 50 improvements (the "Payment"). Developer shall be entitled to credits against the Highway 50 TIM in the amount of the Payment. If credits exceed the total amount of fees to be paid for remaining units, the balance shall be repaid through the Reimbursement Pool described in section 12 below. Consistent with the structure of the current fee program, fifty percent of costs for the Condition 28 improvements shall be funded through the EDH TIM as a reimbursement to the Highway 50 TIM.

9. Funding of Obligations: Funding of Developer's obligations shall be through a Community Facilities District and/or cash. County has formed that certain Community Facilities District No. 2005-01, Blackstone ("The CFD") and sold approximately Thirty-three Million Seven Hundred Thousand Dollars (\$33,700,000.00) in CFD Bonds of which approximately Twenty Nine Million Dollars (\$29,000,000.00) has been deposited into the County's Construction Fund for road improvement projects, road impact fees and other eligible facilities. Developer and County agree that part of this Twenty Nine Million Dollars (\$29,000,000.00) shall be used, consistent with the governing documents of the CFD, to prepay a portion of those 2004 El Dorado Hills TIM ("EDH TIM") fees in effect at the time cash advance is required. Developer and County acknowledge and agree that such prepayment of EDH TIM shall apply only to that portion of the EDH TIM exclusive of the Silva Valley Parkway Interchange Set Aside Fund (the "Set Aside Fund") and exclusive of a cash payment of \$1,000.00 per unit, or One Million One Hundred and Forty Three Thousand Dollars (\$1,143,000.00). In the event that the EDH TIM is increased to an amount equal to or greater than \$21,250.00 at the time the cash advance is payable, the \$1,000.00 cash payment will not be required and this amount can be applied as a credit where Developer may prepay the entire 70% portion of the fee in effect at that time provided such amount does not exceed the cash advance required for the improvements.

The amount of partial prepayment toward the EDH TIM shall be calculated using the formula depicted on the Formula for Calculation of Fee Credits, attached hereto and incorporated by reference as Exhibit "E". The County shall continue to collect the portion of the EDH TIM dedicated to the Set Aside Fund (which is thirty percent (30%) of the EDH TIM) and the Highway 50 TIM at the time of issuance of building permit. County and Developer agree that prepayment of such fees shall be applied first to those projects where Developer has a funding obligation under Condition 25 (a) and (b).

10. Traffic Impact Mitigation Fee Increases: County reserves the right to approve increases in such fees from time to time in accordance with applicable laws. The fee in effect when a building permit is issued, less the amount of partial prepayment derived as described in Section 9 above, shall be due for each unit within the Blackstone project.

11. Additional Funding: In the event Developer's funding obligation exceeds the amount of such partial fee prepayment, Developer acknowledges its responsibility to provide the balance of such funding obligation in cash or with CFD proceeds to County at the time and on the terms set forth in Exhibit B. To the extent that Developer is required to provide the County with cash funding in excess of the partial fee prepayments as described in Section 9 hereinabove, County agrees to reimburse Developer for project related costs pursuant to the Reimbursement Pool process described in Section 12 herein below except for those improvements discussed in sections 6 and 8 where reimbursement terms are specifically described.

12. Reimbursement Pool: Cash Payments for reimbursement of eligible projects, excluding section 6 and 8 improvements, shall be made on an annual basis from the Reimbursement Pool, no later than March 1st as follows:

(a) Eligible project costs include costs for those projects that have been accepted as complete by the County Board of Supervisors prior to December 31st of each year and are included in both the TIM CIP and the CIP.

(b) Reimbursement Pool - the Reimbursement Pool (Pool) amount is the balance in the EDH TIM after priority expenditures have been satisfied. Priority expenditure include:

- (1) existing debt obligations of the fund
- (2) maintenance of a \$1 million dollar reserve
- (3) accumulation of cash in amounts sufficient to construct County sponsored projects.

(c) Disbursements from the Pool will be made to each developer participating in the Pool in proportion to the balance due on each respective advance. Unpaid balances will roll over to the following year and be pooled with any additionally eligible reimbursements. This process will continue until all obligations of the fund are satisfied.

(d) Notwithstanding the foregoing, where the balance for a reimbursement is less than or equal to \$100,000 in total, County may, at its sole discretion, elect to make full reimbursement to the Developer at any time following the date of acceptance of the improvement by the Board of Supervisors.

13. Engineering Services: Developer shall be responsible for arranging and causing to be delivered to the County all engineering services called for under the Conditions, in accordance with all of the requirements under the Conditions and all applicable laws, statutes, orders and Guidelines. Developer shall provide proof of adequate professional liability insurance for the engineers providing said services which runs to the County, and shall provide for the complete assignment of ownership of all plans and specifications to the benefit of the County.

14. Right of Way, Permits, Utility Relocation: Under certain conditions of approval set forth in Exhibit "B", Developer is required to secure right-of-way, permits, utility relocations, and other matters. Developer shall enter into acquisition funding agreements for offsite condemnations, and any other agreements deemed necessary and required by County in order to comply with the Conditions.

15. Indemnification: To the fullest extent allowed by law, Developer(s) shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person including, but not limited to, workers, County employees, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the Developer's design work prepared and delivered to the County pursuant to the terms of Exhibit B, regardless of the existence or degree of fault or negligence on the part of the County, the Developer, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Developer to indemnify and hold the County harmless includes the duties to defend set forth in California Civil Code Section 2778.

16. Attorney Fees: In the event that any action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

17. Interest: With regard to reimbursements from the Pool as described in section 12 above, in the event that the Board of Supervisors approves a reimbursement policy that provides for interest to be paid to the party entitled to reimbursement, Developer shall be entitled to receive interest prospectively from the date of the Board of Supervisors' action on remaining amounts to be reimbursed from the Reimbursement Pool.

18. Modifications: The County is currently in the process of completing a comprehensive update of the County's various fee impact programs which may substantially alter or increase the existing impact fee programs, and nothing contained herein shall alter or affect the County's ability to modify said fee programs. The Developer shall be responsible to pay fees associated with all impact fee programs in effect at the time building permits are issued.

19. **Source of Funds:** Developer acknowledges and agrees that Developer shall look to all applications of credits and repayment of reimbursement obligations only from the applicable fee program identified for that respective obligation under this Agreement, and that the County shall not be required to fund reimbursements from any other funds or revenues, including but not limited to, the County General Fund, in the event the fees generated within the respective fee program are insufficient to fully fund the reimbursement obligation.

20. **Insufficiency or Funds/No Acceleration:** In the event that the funds in a respective fee program is insufficient to the reimbursement obligation called for under that program within the time frame allotted herein, such insufficiency alone shall not be deemed an event of default by the County hereunder and shall not entitle Developer to accelerate any payment or payments under this Agreement or to look for alternate sources of repayment. Notwithstanding any other provision to the contrary, in no event shall Developer be entitled to accelerate any payment or payments under this Agreement, whether for insufficient funds or otherwise.

21. **Exclusive Remedies:** The parties may exercise the following respective remedies which shall be deemed to be the sole and exclusive remedies under this Agreement for the failure of a party to undertake any action under this Agreement that it is obligated to take:

(a) In the event that County fails to make any otherwise available cash reimbursements or credit applications to Developer as and when provided in this Agreement where such failure continues for a period of thirty (30) calendar days after delivery of written notice of such default from Developer to County, Developer may initiate legal and/or equitable action, including specific performance, to secure the set-aside, accounting or prioritization;

(b) In the event that Developer fails to make any of the advances or other funding required under the Conditions, County may, at its discretion take one or more of the following actions including (i) initiate an action for specific performance, and/or (ii) withhold issuance of building permits or certificates of occupancy for the period of time that the funding payment remains due and outstanding.

22. **Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

23. **Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn: Richard W. Shephard, Director of Transportation

or to such other location as County directs.

Notices to Developer shall be addresses as follows:

Lennar Communities
1075 Creekside Ridge Drive
Suite 110
Roseville, CA 95678

and

West Valley, LLC
c/o AKT Development Corp
7700 College Town Drive, Suite 101
Sacramento, CA 95826

24. Contract Administrator: The County officer or employee with responsibility for administering this Agreement is the Director of the Department of Transportation.

25. Assignment: Developer shall have the right to assign all or a portion of its interest in the credits and reimbursements herein upon written notice to County as provided in Section 25. In this regard, Developer shall have the right to transfer all or a portion of the credits to which it is entitled under this Agreement to one or more builders within the Project, provided it provides written notice of such transfers to the County as provided in Section 25.

26. Time of Essence: Time is of the essence of this Agreement and all of the funding obligations provided for herein and in the Conditions.

27. Integration: This Agreement, together with the exhibits attached hereto and matters incorporated by reference, contains the complete and entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. This Agreement may be modified only by a writing signed by all of the parties hereto.

28. Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

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

30. Counterparts: This Agreement may be executed in counterparts.

31. Construction: As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe

or define the provisions in the portions of the Agreement to which they pertain. Each party hereto, acknowledges and agrees that each has had independent counsel and review and participated in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

32. Severability: If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent allowed by law.

33. Calendar Days for Performance: Unless otherwise expressly stated, all time periods referred to herein shall be deemed to mean calendar days. In the event any date for performance by either party or any obligation hereunder required to be performed by such party falls on a Saturday, Sunday or holiday recognized in the State of California, the time for performance of such matter shall be deemed extended until the next business day immediately following such date.

Requesting Department Concurrence:

By: [Signature]
Department of Transportation

Dated: 11/9/05

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO

By: [Signature]
Chairman
BOARD OF SUPERVISORS

Dated: 10/08/05

Attest:
(Name)
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

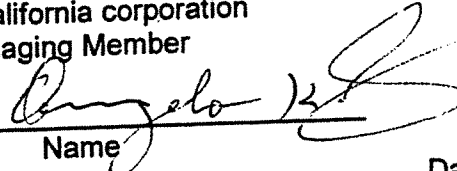
Dated: 11/08/05

[Signatures continued on next page]

WEST VALLEY, LLC

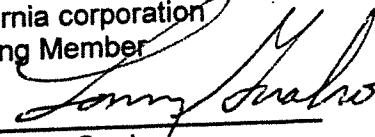
By: AKT WEST VALLEY INVESTORS, LLC, a
California limited liability company

By: AKT DEVELOPMENT CORPORATION,
a California corporation
Its: Managing Member

By: 
Name
Title: _____ Dated: _____

By: LENNAR WEST VALLEY, LLC, a
California limited liability company

By: LENNAR RENAISSANCE, INC.
a California corporation
Its: Managing Member

By: 
Larry Gualco
Title: Vice President
Dated: 11/21/05

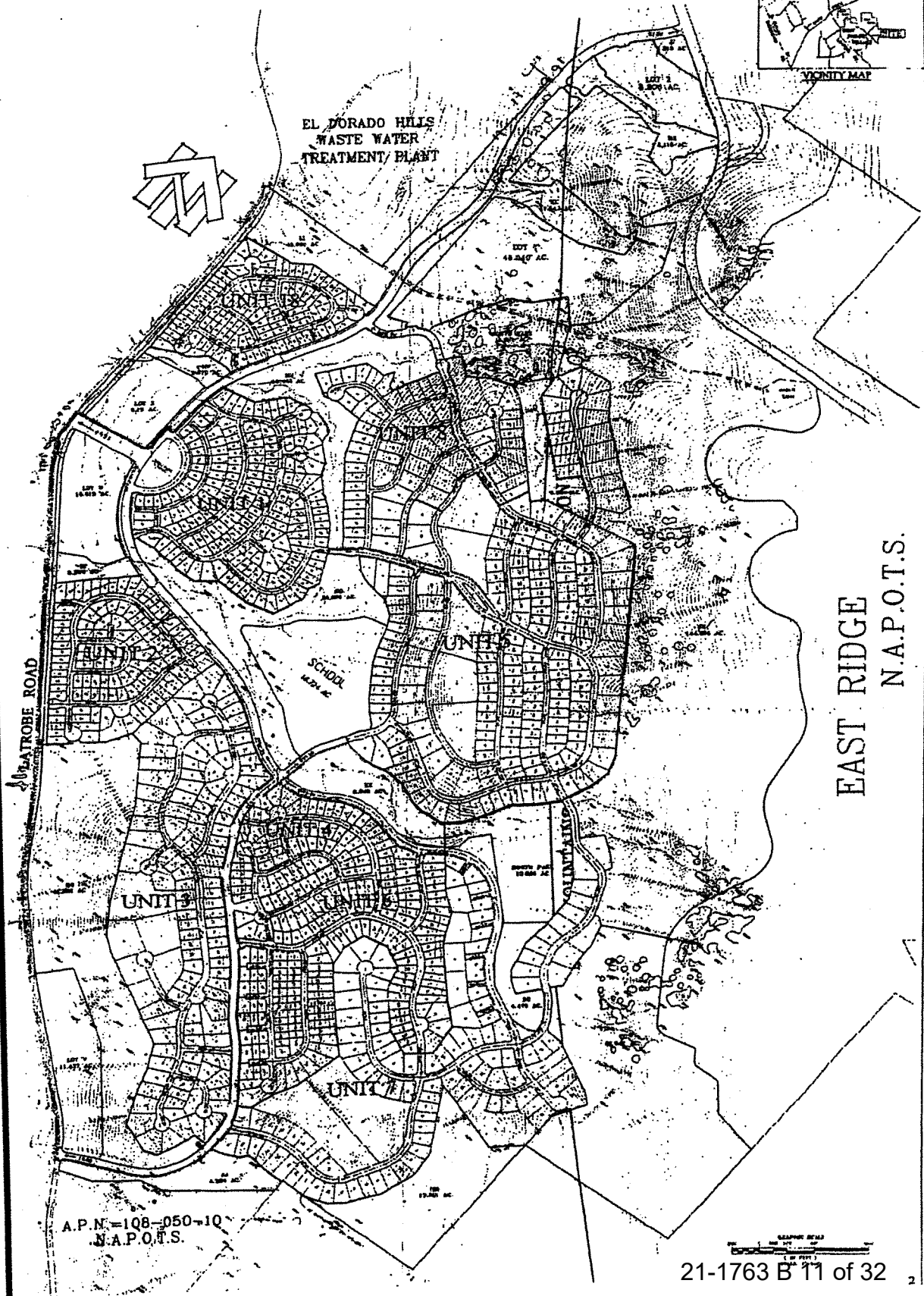
REVISED TENTATIVE MAP
WEST VALLEY VILLAGE
A PORTION OF "VALLEY VIEW SPECIFIC PLAN"

ORDINANCE NO. 4517, RESOLUTION NO. 298-98

COUNTY OF EL DORADO
MAY 2004

STATE OF CALIFORNIA
SCALE: 1"=200'

EXHIBIT A



A.P.N. = 108-050-10
N.A.P.O.T.S.



EL DORADO COUNTY
PLANNING DEPARTMENT

2850 Fairlane Court
Placerville, CA 95667

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

Phone: (530) 621-5355
Fax: (530) 642-0508

July 2, 2004 – Corrected Condition 3 as of July 7, 2004

MJM Properties
Attn: Mike McDougall
1037 Suncastr Lane, Suite 111
El Dorado Hills CA 95762

**RE: Proposed Revisions to West Valley Village
TM99-1359R**

Dear Sir:

The Planning Department has concluded its review of the proposed revisions to the approved West Valley Village Tentative Map (TM99-1359R)

Based on comments received from affected agencies, the Planning Department approves the proposed revisions to the tentative map with the following conditions:

1. All Seventy-one (71) conditions of approval from the Planning Commission hearing of January 22, 2004 are applicable, except as modified in the following conditions.
2. The first sentence in Condition 60 is no longer applicable.
3. The approved revised tentative maps are dated July 2004 for Sheets 1 and 2, and May 2004 for Sheets 3 through 11. The maps will be stamped approved by the Planning Department and a copy forwarded to the applicant, DOT and County Surveyor.
4. All comments from the El Dorado Hills Fire Department in the letter dated June 23, 2004 shall be required for the applicable final maps. (Letter attached).
5. Final maps shall show location of vehicular access restrictions for double frontage lots.
6. Final map applications and Improvement Plans shall indicate all Valley View Specific Plan setbacks and any special lot development standards such as "building envelopes" either on the final map or an attached informational sheet. (Augmenting Condition 44.)
7. Final map applications and Improvement Plans shall include a Mitigation Monitoring Report on the status of applicable Mitigation Measures from the Valley View EIR.

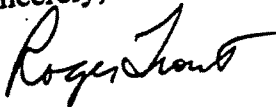
8. No building permits, including model homes, will be issued prior to recordation of the applicable final map.
9. This approval does not extend the life of the tentative map or serve to "re-approve" the tentative map. TM99-1359 was approved on January 22, 2004 and is set to expire on January 22, 2007.

This approval and these conditions are effective July 2, 2004. This approval is an administrative determination that the referenced revised tentative map is a minor change from the approved tentative map. There is no formal appeal period for this determination.

Final approval of the revised tentative map changes is subject to the Board of Supervisors determination that each final map is in substantial compliance with the approved tentative map. (See: Subdivision Map Act Section 66474.1.)

If you have any questions or need any additional information, please feel free to call me at (530) 621-5369.

Sincerely,



Roger Trout
Acting Principal Planner

cc Valley View Investors LLC
7700 College Town Dr #101
Sacramento CA 95826

Ardor Consulting
2908 Hutley Court
El Dorado Hills CA 95762

Conditions

I. STANDARD SUBDIVISION REQUIREMENTS OF LAW

1. The developer shall obtain approval of construction drawings and project improvement plans consistent with the Subdivision Design and Improvement Standards Manual and cost estimates from the County Department of Transportation and pay all applicable fees prior to commencement of any improvements on the public street and service facilities. All improvements shall be consistent with the approved tentative map.
2. The developer shall enter into an Improvement Agreement with the County and provide security to guarantee performance of the Improvement Agreement as set forth within the County of El Dorado Major Land Division Ordinance.
3. The final map shall show all utility, road and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.
4. The construction of all required improvements shall be completed with the presentation of the final map to the Planning Director before presentation of the final map to the Board of Supervisors for its approval. For improvements not completed, the subdivider shall provide a 100 percent performance surety and a 50 percent labor and materialmen surety by separate bond, cash deposit, assignment, or letter of credit from a financial institution. For improvements which have been completed, the subdivider shall provide a ten percent maintenance surety in any of the above-mentioned forms. Verification of construction, or partial construction, and cost of completion shall be determined by the County Department of Transportation.
5. All survey monuments shall be set prior to the presentation of the final map to the Board of Supervisors for approval; or the developer shall have a surety of work to be done by bond or cash deposit. Verification of set monuments, work completed, or work to be completed, and cost of completion is to be determined by the County Surveyor.
6. All roads shall be named by filing a completed road naming petition for each proposed road with the county Surveyor's office prior to filing the final map.
7. The location of fire hydrants and systems for fire flows are to meet the requirements of the responsible fire protection district. The location of hydrants shall be shown on the improvement plans which shall be subject to the approval of the fire protection district.
8. If blasting activities are to occur in conjunction with subdivision improvements, the subdivider shall ensure that such blasting activities are conducted in compliance with state and local regulations.
9. If burning activities are to occur during the construction of the subdivision improvements, the subdivider shall obtain the necessary burning permits from the

California Department of Forestry and air pollution permits from the County prior to said burning activities.

10. Prior to filing a final map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493 (d).

11. If human remains are discovered at any time during the subdivision improvement phase, the County Coroner and Native American Heritage Commission shall be contacted per Section 7050.5 of the Health and Safety Code and Section 5097.89 of the Public Resources Code. The procedures set forth in Supplementary Document J, Section VIII, of the California Environmental Quality Act (CEQA) Guidelines concerning treatment of the remains shall be followed. If archaeological sites or artifacts are discovered, the subdivider shall retain an archaeologist to evaluate the resource.

If the resource is determined to be important, as defined in Appendix K of the CEQA Guidelines, mitigation measures, as agreed to by the subdivider, archaeologist, and Planning Department shall be implemented. Treatment of Native American remains and/or archaeological artifacts shall be the responsibility of the subdivider and shall be subject to review and approval by the County Planning Director.

II. PROJECT SPECIFIC CONDITIONS

The following are conditions specific to the West Valley Village Tentative Map, consistent with the goals and policies set forth in the Valley View Specific Plan.

Roads

12. Pursuant to Resolution No. 039-2003, this project is subject to the *El Dorado Hills/Salmon Falls Area Road Impact Fee*. Said fee shall be due upon the issuance of a building permit. If prior to the issuance of each building permit for said project a revised fee is established and in effect, such revised amount shall be paid.
13. Pursuant to Resolution No. 038-2003, this project is subject to the *El Dorado Hills Transportation Impact Mitigation Fee for State System Capacity and Interchanges*. Said fee shall be due upon the issuance of a building permit. If prior to the issuance of each building permit for said project a revised fee is established and in effect, such revised amount shall be paid.
14. Pursuant to Resolution No. 236-2003, this project is subject to the *Interim Highway 50 Variable Traffic Impact Fee Program*. Said fee shall be due upon the issuance of a building permit. If prior to the issuance of each building permit for said project a revised fee is established and in effect, such revised amount shall be paid.

15. The encroachment onto Latrobe Road, at the entrance parkway, shall be constructed to El Dorado County Standard Plan 103F, or an alternative design approved by the County Engineer, including signalization consistent with the Crain Traffic Study recommendations.
16. The encroachment onto Latrobe Road, at the minor collector, shall be constructed to El Dorado County Standard Plan 103E, or alternative design approved by the County Engineer.
17. Turnarounds shall be constructed at any proposed entry gates within this subdivision and are subject to the review and approval by the Department of Transportation at the improvement plan stage.
18. A vehicular access restriction shall be designated along the frontage of Latrobe Road for the frontage of the project except at the encroachments at the roads designated entrance parkway and minor collector and the connection shown from Latrobe Road directly into Unit 2.
19. Subdivision improvements shall include rough grading of driveways for all lots with street cuts or fills along the frontage of six feet or more difference in elevation, or as found necessary for reasonable access by the County Engineer. Construction of said driveways shall conform to the Design and Improvements Standards Manual and the Encroachment Ordinance.
20. All roads shall be constructed in conformance with the Design and Improvements Standards Manual with the following widths:

ROAD NAME	REFERENCE	ROAD WIDTH	EXCEPTIONS/NOTES
Project Entrance Parkway	Spec. Plan & Std Plan 101B	80 ft. (128' R/W), plus utility/slope easements	Type 2 vertical curb & gutter, with 6 ft. sidewalks
Project Major Collectors	Spec. Plan & Std. Plan 101B	56 ft. (64', 76-86' R/W), plus utility/ slope easements and 20-foot landscape lot.	Type 2 vertical curb & gutter, with 6 ft. sidewalks
Project Minor Collectors	Spec. Plan & Std Plan 101B	36 ft. (56' R/W), plus utility/slope easements	Type 2 vertical curb & gutter, with 6 ft. sidewalks
Project Local Streets	Spec. Plan & Std Plan 101B	28 ft. (46' R/W), plus utility/slope easements	Type 1 rolled curb & gutter* with 4 ft. sidewalks
Project Cul-de-sacs	Spec. Plan & Std Plans 101B & 114	28 ft. (46' R/W), plus utility/slope easements	Type 1 rolled curb & gutter with no sidewalks

*Type 2 vertical curb & gutter adjacent to park site and open space. Sidewalk shall be constructed on both sides of the street in SFR and CR as shown. In Units 3, 5, 7 and 8 (ER), sidewalks shall be constructed on one side of the street, and shall be omitted in cul-de-sacs. Curbs shall be Type-2 vertical curb and gutter if sidewalks are less than 4 feet to back of curb.

Road widths in the preceding table are measured from curb face to curb face. Right of way lines will be at the back of curb as a minimum. Where the right-of-way line is within 5 feet of the back of the curb, a maintenance easement shall be provided for the land between the right-of-way line and a line 5 feet behind the back of the curb.

Sidewalks may be located outside the right-of-way and meander as a means to provide interest and variety in alignment. The alignment and design of the sidewalks shall be reviewed and approved by the Department of Transportation prior to filing the final map. Sidewalks shall be connected to any walk/trail systems in the project open space areas. Pedestrian easements to be provided where necessary.

21. ✓ Pursuant to the agreed design, an irrevocable offer of dedication, in fee, shall be made for the on-site portions of Latrobe Road, with slope easements where necessary. If the future El Dorado Hills/Salmon Falls Road Improvement Fee (RIF) program includes right-of-way acquisition costs, then credit/reimbursement shall be given against RIF for the value of land so dedicated.
22. An irrevocable offer of dedication, in fee, for the required rights-of-way (R/W) as indicated in the above table shall be made for all the proposed roads, with slope easements where necessary. Said offer may be accepted at the time of the final map, in which case a Zone of Benefit (ZOB), or other entity, shall be established in order to provide for the long-term maintenance of the roads. Said offer may be rejected at the time of the final map, in which case, a homeowners' agreement and association, or other entity, shall be established in order to provide for the long-term maintenance of the roads.
23. Bus turnouts and shelters shall be constructed at locations required by El Dorado Transit and the appropriate school district.
24. 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. Such looped circulation shall be subject to the approval of, or may be modified by, the El Dorado Hills Fire District, and shall be in conformance with the approved West Valley Wildfire Safety Plan.
- ✓ The applicant shall provide funding for each of the road improvements listed in this condition together with submittal, after review and approval by the Department of Transportation, to the County of a complete package consisting of bid-ready documents for the County's use in advertising for construction bids and awarding a construction contract for each public improvement. The applicant shall contract for the design and engineering of the identified improvements and shall secure any additional right-of-way, regulatory permits and utility relocation provisions necessary for each public improvement and provide evidence of same as part of the complete package of bid-ready documents. All improvements shall be designed to County standards, which include paved shoulders.

Such funding shall be through a Community Facilities District (CFD) or other financing mechanism acceptable to the County and shall be in place prior to the approval of a small

lot final map, or at such time as indicated below. Large lot final maps will be allowed as may be needed for the formation of the CFD and financing purposes.

For the purposes of this condition of approval the term "funding the construction" shall include the entire cost of the identified improvement(s) including design, engineering, environmental clearances, necessary permits, necessary right-of-way acquisition, surveying and construction, as determined by current engineer's estimates.

Once the complete package for each improvement is provided to the County this condition with respect to such improvement shall be deemed satisfied and the County shall thereafter take full responsibility for causing the construction of the improvement. In imposing these conditions the County is cognizant of the fact that in order to accomplish the construction of the identified improvements in a timely manner, significant cooperation will be necessary between the County and the applicant. To that end, and in recognition of the significant commitment on the part of the applicant herein, the County will fully cooperate in the processing and in the review of improvement plans, in obtaining necessary rights of way through eminent domain if good faith efforts by the applicant to obtain necessary right-of-way are unsuccessful, and otherwise committing the time and resources necessary to accomplish the tasks in a timely manner.

The improvements specified in this condition of approval, subject to the review and approval of the County Engineer, may be eligible for reimbursements and/or credits against the *El Dorado Hills/Salmon Falls Area Road Impact Fee (R.I.F.)*, the *Transportation Impact Fee (T.I.M)* for the State System's Capacity and Interchanges-El Dorado Hills/Salmon Falls Area and the *Interim Highway 50 Variable Traffic Impact Mitigation Fee* programs. The reimbursement agreement will reflect that these improvements are high priority improvements being funded by the applicant while recognizing that funding for additional high priority improvements still needs to be accrued. As such, the reimbursement agreement will reflect the equal need for reimbursement and accrual of RIF revenues.

The applicant and County shall enter into a credit/reimbursement agreement, consistent with any Board of Supervisors' adopted reimbursement policies in effect at the time the agreement is executed, prior to the recording of a small lot final map.

- a) Prior to the approval of the first small lot final map, the applicant shall provide funding and bid-ready package as described above for widening and restriping of Latrobe Road between US Highway 50 south to White Rock Road, to provide for three through lanes in the northbound and southbound directions between the interchange and White Rock Road. In addition, the applicant shall provide funding and bid-ready package as described above for Intersection improvements at Latrobe Road and White Rock Road to provide additional lanes as follows providing for a right turn and two through lanes on northbound approach, a left turn lane and a through lane on westbound approach, realign the eastbound approach and add a right turn lane and a left turn lane and a through lane on eastbound approach, a right turn lane on southbound approach, a northbound through lane from White Rock Road to Town Center Boulevard connecting to the

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right turn lane at Town Center Boulevard, and reconstruct signal at Latrobe Road and White Rock Road to eight phases.

- b) Prior to the approval of the first small lot final map, the applicant shall provide funding and bid-ready package as described above for the widening of Latrobe Road to four lanes from its intersection with Golden Foothill Parkway (south) to Suncastr Lane together with signalized intersection improvements at Latrobe Road/Golden Foothill Parkway (south). In addition, the applicant shall provide the funding and bid-ready package for the installation of intersection improvements at Latrobe Road/Golden Foothill Parkway (south). The Entrance Parkway into West Valley Village shall provide for one left/through shared lane and one right-turn-only lane in this westbound direction. The existing Golden Foothill Parkway (south) shall be restriped to provide one left-turn and one through/right shared lane in the eastbound direction. Latrobe Road in the northbound direction will not change leaving the existing single lane configuration. Latrobe Road in the southbound direction will provide one left-turn-only lane and one right/through lane at this intersection.
- c) Prior to the approval of the first small lot final map, but in no case later than a time sufficient for the County to solicit bids for the construction of the improvements commencing in summer 2004, the applicant shall pay to the County the estimated cost of reconfiguring/reconstruction of the following elements of the El Dorado Hills/Latrobe interchange. Such payment shall be considered an advance payment for the purposes of reimbursement from the CFD. No building permits may be issued for any lots in the Tentative Map prior January 31, 2005, unless the Board of Supervisors has authorized the advertisement for construction bids for the following elements.
1. Providing dual right turn lanes onto the westbound on ramp in the southbound direction on El Dorado Hills Boulevard consisting of a right turn lane onto the on ramp and a shared through/right turn lane southbound;
 2. Construction of a sound wall adjacent to the town homes and residential properties along the realigned Saratoga Way.
 3. Construct the realigned Saratoga Way to its new intersection with El Dorado Hills Boulevard at Park Avenue, consistent with approved interchange project report and Environmental Impact Report.
 4. Construction of a third southbound travel lane on El Dorado Hills Boulevard from Park Avenue to the Highway 50 westbound on-ramp.
 5. Construction of the El Dorado Hills Blvd Interchange Enhancement Improvements as identified below subject to final approval by Caltrans:
 - I. Widening/restriping the westbound off ramp to provide for a right turn lane onto El Dorado Hills Blvd. in the northbound direction, a left turn lane onto Latrobe Road in the southbound direction and shared through/left/right turn lane;

- II. Widening/restriping the westbound on ramp for two lanes with a merge into one lane, which shall be extended 500 feet, prior to entering the highway;
- III. Providing dual left turn lanes northbound on Latrobe Road onto the westbound on ramp;
- IV. Additional northbound through lane on Latrobe Road between the eastbound onramp and the existing Saratoga Way intersection together with any necessary facilities to accommodate pedestrian and bicycle traffic along the east side of Latrobe Road at this location.

Conditions a) and b) above shall be satisfied upon payment of the funds and delivery of bid-ready package as provided herein and the County shall be responsible for completion of the improvements.

Condition c) above shall be satisfied upon payment of the funds in a time sufficient for the County to solicit bids for the construction of the improvements commencing in summer 2004, and the County shall be responsible for completion of the improvements. The County will be responsible for obtaining the necessary right of way to complete the condition c) improvements. The County has collected funds and will continue collecting funds from the RIF for these improvements. The Applicant shall pay the difference between the funds allocated in the RIF program to this project, at the time of advertisement soliciting bids for the construction contract, and the total engineer's estimated amount of the project, with an additional funding contribution from the applicant, if necessary, to cover any shortfall between the total engineer's estimated amount of the project and the actual bid amount at time of award of contract plus an amount for contingencies not to exceed 10 percent of the contract amount. The applicant and County shall enter into a credit/reimbursement agreement, consistent with any Board of Supervisors' adopted reimbursement policies in effect at the time the agreement is executed, prior to the recording of a small lot final map. ~~No certificate of occupancy~~ building permits shall be issued within the tentative map area until the project is bid-ready approved and the applicant has made the funding contribution or until January 31, 2005, and the applicant has made the funding contribution, which ever occurs first.

26 ✓
The applicant shall fund the Silva Valley Parkway interchange in the manner set forth below.

The applicant shall, immediately upon recording of the first small lot final map, begin the design, engineering and processing necessary with County Department of Transportation and Caltrans to achieve all necessary approvals for bidding the contract for construction of the improvements described below, as conceptually depicted in the Supplemental Traffic Analysis for the West Valley TM99-1359 of the Valley View Specific Plan, December, 2003, or as subsequently modified through the project approval process with the County, Caltrans, or other regulatory agencies, except to the extent the work and improvements are completed by third parties. As a method of measuring progress, the following scheduling milestones are provided herein and are considered non-binding target milestones and, further, the applicant shall submit the engineering design contract and other consulting contracts for the Silva Valley Parkway interchange which shall

contain schedules for completion, to the County for review and approval prior to the applicant executing said contracts: preliminary design, preliminary right-of-way mapping and a circulation ready draft environmental document shall be completed by the applicant upon the issuance of the 200th building permit within the tentative map, final approved design, final approved right-of-way mapping and a certified final environmental document shall be completed by the applicant by before the issuance of the 400th building permit, right-of-way certification and necessary regulatory permits shall be obtained by the applicant by the issuance of the 700th building permit. A complete package shall include all necessary Caltrans' permits and all other necessary regulatory permits for constructing the improvement. Once the complete package for the improvement is provided to the County by the applicant, this condition with respect to such improvement shall be deemed satisfied and the County shall thereafter take full responsibility for causing the construction of the improvement.

- 1) Improvements including the extension of a minimum of two lanes beginning at Silva Valley Parkway from the existing four lane improvements located adjacent to the School site to a connection with the existing White Rock Road, together with the construction of the bridge abutments for the new Parkway overpass. The applicant shall provide the funding for the construction of the north and south bridge abutments. The roadway improvements are the obligation of a third party and should be constructed, or under construction, prior to the funding obligation contained herein. However, if such roadway improvements are not substantially completed, as determined by the Department of Transportation, the applicant shall secure the funding for the roadway improvements, subject to reimbursement. In addition, the project includes the construction of auxiliary lanes eastbound from the El Dorado Hills Boulevard interchange on-ramp to the planned Silva Valley Parkway Interchange off ramp, west bound from the Silva Valley interchange west bound on ramp to the El Dorado Hills interchange westbound off ramp, and east bound from the Silva Valley Parkway Interchange on ramp to the Bass Lake truck climbing lanes. No improvement to the existing bridge crossing at White Rock Road shall be required for this improvement.

- 2) Improvements including all four on and off ramps from US Highway 50 both in the eastbound and westbound directions, including traffic signals as warranted at the interchange.

The County shall appropriate the entire balance of the Silva Valley Parkway Interchange set-aside account fund, for payment of the cost of the improvements at such time as a contract is awarded for the construction of such improvements less any prior reimbursements to County, Serrano Associates, LLC, or other third parties for Silva Valley Interchange related facilities constructed by these parties prior to the award of the construction contract under this condition of approval. The applicant shall fund the difference in cost for the construction of the improvement and the amount that has been collected in the set-aside account at such time as the County is prepared to put the project contract out to bid. The applicant's contribution of funding improvements once made shall be creditable/reimbursable against the Silva Valley Parkway Interchange set-aside

amount in the following manner: (1) the applicant shall be entitled to a credit/reimbursement of the 30 percent of the prevailing RIF Fee which would otherwise be paid by the applicant into the Silva Valley Parkway Interchange set-aside fund; (2) reimbursement from revenues into the Silva Valley Parkway Interchange set-aside fund from other sources until such time as the applicant has been fully reimbursed for the construction costs, subject to additional set-aside that might be necessary to construct the final phased improvement; and (3) any other applicable fee. The preceding points shall be incorporated into a credit/reimbursement agreement between the applicant and the County, consistent with Board of Supervisors' adopted reimbursement policies. The agreement shall be entered into prior to the recording of the first final map.

27 ✓
Prior to the approval of the first small lot final map, the applicant shall initiate a planning study and prepare preliminary designs for alternative connections between Latrobe Road south of White Rock Road and US Highway 50 west of the El Dorado Hills Blvd. interchange; this study shall be complete within three years of initiation of the study. The applicant's responsibility shall be limited to supplying, in consultation with County staff, topographic information, plans and profiles and baseline environmental assessment information for the County's use for future actions. Reimbursement shall be provided if the connection is included in the RIF, consistent with any Board of Supervisors' adopted reimbursement policies in effect at the time an agreement is executed.

28 ✓
The County, City of Folsom and Caltrans are engaged in preliminary project planning which includes an auxiliary lane on US Highway 50 from westbound on ramp at the El Dorado Hills Boulevard interchange to the County line. At such time as the County, City of Folsom or Caltrans is prepared to solicit bids for the construction of this auxiliary lane, the applicant shall pay the balance of the funds needed by the County to complete the County's portion of this auxiliary lane construction. The applicant's obligation pursuant to this condition will be limited to paying the difference between the cost of construction less the total fees paid from within the tentative map area into the County's fee program for Highway 50 improvements. The obligation hereunder shall also be reduced by the receipt by the County or Caltrans of any other funds from outside sources, i.e. federal funds or grant money. Any funds advanced by the applicant shall be reimbursed or credited against future fees in accordance with a reimbursement agreement with the County consistent with any Board of Supervisors' adopted reimbursement policies in effect at the time the agreement is executed.

29 ✓
It is anticipated as part of the current General Plan update process that a comprehensive update of the County's various impact fee programs will be completed. This update may substantially alter the existing impact fee programs. The developer shall be responsible to pay fees associated with all impact fee programs in effect at the time building permits are issued.

30 ✓
When specified in conditions of approval, the subdivider is required to perform off-site improvements, and it is determined that the subdivider does not have or cannot secure sufficient title or interest of such lands where said off-site improvements are required, the County may, at the subdivider's expense and within 120 days of filing the final map, acquire by negotiation or commence proceedings to acquire an interest in the land which
21-1763 B 22 of 32

will permit the improvements to be made, including proceedings for immediate possession of the property.

Where the subdivider is required to make improvements on land which neither the subdivider nor the County has sufficient title or interest to make such improvements, prior to filing of any final map or parcel map, the subdivider shall submit to the County for approval:

- a. A legal description prepared by a civil engineer or land surveyor of the land necessary to be acquired to complete the off-site improvements.
- b. Improvement plans prepared by a civil engineer of the required off-site improvements.
- c. An appraisal prepared by a professional appraiser of the cost of land necessary to complete the off-site improvements.

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

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

Drainage

31. Prior to the filing of a final map, the applicant shall construct and/or bond to ensure the construction of all drainage facilities as described in the Preliminary Engineering Report for West Valley View Specific Plan Master Drainage Study, dated September 28, 1999.
32. A final drainage plan shall be prepared in accordance with the County of El Dorado Drainage Manual, subject to review and approval by the Department of Transportation. Drainage facilities shall be designed and shown on the project improvement plans consistent with the final drainage plan. The developer shall install said drainage facilities with the respective phase of construction, or as specified in the final drainage plan.
33. Cross lot drainage shall be avoided wherever possible. When cross lot drainage does occur, it shall be contained within dedicated drainage easements. This drainage shall be conveyed via closed conduit or v-ditch, to either a natural drainage course of adequate size or an appropriately sized storm drain system within the public roadway.
34. The subdivider shall be required to form a County Service Area Zone of Benefit (ZOB) or other financial mechanism acceptable to the County to fund the drainage facility maintenance and improvement services. The funding mechanism for these services must be established prior to approval of the final map and shall include a provision for future

increased funding requirements. It is recommended that a special tax with an escalator clause be used as the funding mechanism.

35. The final map shall show all drainage easements consistent with the County of El Dorado Drainage Manual, the project final drainage plan, and the project improvement plans.

Grading

36. This project is proposing mass pad grading. Section 15.14.460 of the County of El Dorado Grading, Erosion and Sedimentation Ordinance (Amended Ordinance No. 4170, 8/20/91) states that a mass pad grading project application shall be transmitted for comment to the supervisor of the district where the project is located, prior to the issuance. The district supervisor will be allowed 15 calendar days to respond, before the grading permit is issued.
37. All grading plans shall be prepared and submitted to the Resource Conservation District (RCD) and the Department of Transportation. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the Soil Conservation Service, the Department of Transportation shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. No building permit shall be issued by the County until final grading plans and erosion control plans are approved by the Department of Transportation and the grading is completed.
38. The timing of construction and method of revegetation shall be coordinated by the El Dorado County Resource Conservation District. If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the Soil Conservation Service for review and recommendation to the Department of Transportation. The Department of Transportation shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.
39. Improvement plans shall incorporate protective measures toward existing oak trees per Volume IV, Design and Improvement Standards Manual, Oak Tree and Wetlands Preservation Requirements and Specifications (County Resolution No. 199-91).
40. Erosion control and drainage design from residential areas into the open space areas shall employ natural appearing methods. The use of native plant materials is required where revegetation is proposed.
41. Should asbestos-containing rock be exposed during grading, construction of roads, excavation for underground facilities, building foundations, or any construction related activity, County Ordinance No. 4569 shall apply.

Planning

42. A meter award letter or similar commitment to provide water and sewer service to each lot by the El Dorado Irrigation District shall be submitted to the Planning Department prior to final map application submittal.

43. A Notice of Restriction shall be recorded on Lots V, W, and X with the recording of the Phase O large lot map for West Valley Village, which states the following:

On lot V, development shall be limited to non-residential only, with a square footage limitation of 60,000 square feet. Similarly, on Lots W and X, development shall be limited to non-residential only, with a square footage limitation 60,000 square feet for Lot W and 60,000 square feet for Lot X, or a combination of 120,000 square feet between the two Lots. Any development beyond those limitations which is consistent with the Valley View Specific Plan, which includes residential, multi-family, commercial, office and mixed use, shall require an additional or supplemental traffic study meeting the requirements of the Valley View Specific Plan's EIR Mitigation Measure T-16 as adopted by the Board of Supervisors.

44. The developer shall submit a lotting envelope plan to the Planning Department for all lots within the ER land use designation flagged as non-graded lots on the preliminary grading plan demonstrating that every effort has been made to customize the building envelope on the lot with the expressed intention of saving the existing oaks on said lot. This lotting plan shall be submitted prior to issuance of a grading permit and/or prior to submittal of a final map package that includes the affected parcels, to the Planning Department. These building envelopes shall be recorded on the final map.

45. In order to maintain adequate building separation while maintaining flexibility to allow for innovative designs, setback in the CR area for Village 18 of West Valley Village shall be as follows: Front yard: 20 feet; Side yard: 5 feet; and Rear yard: 15 feet.

In the alternative, if more innovative designs are proposed for the currently proposed lotting pattern that still maintains a single family detached concept, the developer shall, prior to submittal of the improvement plans, submit for review and approval a staff level Specific Plan Review that outlines what is proposed and establishes setbacks based on the proposed design concept. Since these are small lots, the proposal shall include how these building envelopes relate to one another.

In the event the developer decides to change the existing lotting pattern with the intent of developing production housing projects such as townhouse, half-plex or other common-wall, attached single family projects, zero lot line or Z lot parcels, or airspace condominiums, a major revision to the approved tentative map shall be submitted and the application for a revision shall include the exhibits as set forth on page 37 of the Valley View Specific Plan.

46. A Master Homeowners' Associate (HOA) shall be formed for the purpose of maintaining community facilities including private parks and developed landscape areas within Valley View.

CC&Rs recorded on all Valley View areas shall provide that the maintenance and reporting requirements of the Operations and Management Plan shall be vested with the HOA or appropriate Community Services District as specified in the Operations and Management Plan.

A Landscape and Lighting District shall be formed to provide a backup funding source for implementation of the Operations and Management Plan as well as street lighting, landscaping, parks and trails in case the Community Services District, through agreement with the developer/landowner, elects to provide maintenance services in accordance with the Operations and Management Plan.

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

The CC&Rs shall contain provisions for the establishment of an architectural review committee. The purpose of this committee is to ensure that the Architectural Design Guidelines for single family development within the Specific Plan text are administered in conformance with the Specific Plan. The Architectural Design Guidelines shall provide the minimum basis for review.

The subdivider shall obtain a will serve letter from the franchise refuse hauler, El Dorado Disposal Com., Inc.

52. All lots shall conform to the lot geometry set forth for each land use designation in the Specific Plan. Any lots that do not conform shall be changed prior to final map approval.

Fire District

53. The potable water system for the purpose of fire protection for this residential development shall provide a minimum fire flow of 1,000 GPM with a minimum residual pressure of 20 psi for two-hour duration. This requirement is based upon a wood framed residential dwelling that does not exceed 3,600 square feet. Any dwelling exceeding 3,600 square feet may/will cause an increase in the fire flow requirement. This fire flow rate shall be in excess of the maximum daily consumption rate for this development. A set of engineering calculations reflecting the fire flow capabilities of the system shall be supplied to the Fire Department for review and approval.

54. This development shall install Mueller Dry Barrel fire hydrants conforming to El Dorado Irrigation District specifications for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. In addition, no exterior portion of any building shall be more than 250 feet from a hydrant as specified in the uniform fire code and the fire Department Fire Safe Regulations.

55. To enhance the night-time visibility, each hydrant shall be painted with safety white enamel and marked in the roadway with a blue reflective marker as specified by the fire department and the Fire Safe Regulations.
56. Each village shall have a supplemental wildfire safety plan prepared as required by Valley View Specific Plan's Wildfire Safety Plan.
57. Each village/unit shall provide 20-foot-wide access points to the wild land open space.
58. This development shall be provided with a minimum of two independent access roadways during the construction of any phase of the project as required by County Design Standards.
59. If phasing of this development creates any dead-end access roadways in excess of 150 feet, the roadway shall be provided with a turnaround in accordance with fire department standards.
60. The dead-end roadways in Unit 5, sub-unit 5; Unit 6, sub-unit 2; and Unit 7, sub-unit 2, exceed County requirements. The minimum width of these streets as required by the County Design Standards is 36 feet of paved surface or 28 feet of paved surface with parking bays. These streets shall conform to the satisfaction of the fire district and Department of Transportation.

VALLEY VIEW SPECIFIC PLAN CONDITIONS

The following are applicable conditions of approval from the Valley View Specific Plan document.

61. A Class I bicycle and pedestrian trail shall be constructed along the portion of Latrobe Road adjacent to the project site consistent with El Dorado County and El Dorado Hills Community Services District standards. If bike paths are included in the RIF program, the applicant shall be eligible for reimbursement or credits.
62. Consistent with Chapter 10 of the Specific Plan, prior to issuance of building permits for any multi-family residential, attached single family residential, commercial or professional office development proposed within any land use classification in the Valley View Specific Plan, a Specific Plan Design Clearance shall first be obtained from the El Dorado County Planning Director or his designated representative. Said Design Clearance shall be ministerial in nature and shall consist of a finding that the proposed development is in conformance with the Valley View Specific Plan and applicable design standards established by the Specific Plan. Where no specific design standard exists, the proposal shall be subject to the provisions of Chapter 17 of the El Dorado County Code (Zoning Ordinance).

An application for a Specific Plan Design Clearance shall consist of the following:

- a. A site plan depicting all proposed structures and improvements.
- b. Proposed building elevations.

- c. A preliminary landscape plan showing the locations of all existing trees, existing trees proposed for removal, and all proposed new landscaping including replacement oak trees. The landscape plan shall include all measures to be undertaken to protect native trees which are proposed to remain on the site.
- d. A preliminary grading plan.
- e. A proposed sign package showing the location and typical size, materials, colors and configuration of all proposed signs.
- f. A fee, consistent with that established for the administration of design review by the Planning Director.

63. Trenches greater than five feet in depth shall be shored, sloped back at a 1:1 (horizontal to vertical) slope angle or reviewed for stability by the County's geotechnical engineer in accordance with the Occupational Safety and Health Administration (OSHA) regulations (described in 29 CFR 1926.650 to 1926.653) if personnel are to enter the excavations. Require trench excavations to conform with local ordinances. Monitor shearing and high groundwater associated with the Bear Mountains fault during trench construction and require additional shoring and/or de-watering as necessary.

Prior to final map approval, each lot potentially affected by the proximity to the Bear Mountain Fault, pursuant to the geologic mapping locating said Fault on the West Valley Village site, shall have a disclosure informing all potential home buyers of the potential seismic risk associated with the Foothills Fault System.

Pursuant to Mitigation Measure AQ-4 of the Valley View Specific Plan EIR (DEIR, p. IV.I-15), the following condition of approval shall apply to the West Valley Village tentative map.

In order to reduce land use compatibility impacts between the project and the treatment plan, require the applicant to provide a 300-foot-wide open space, buffer and proper noticing of potential future project occupants. These measures, combined with anticipated odor control measures at the EID plant funded through proposed Assessment District 12, will reduce the impact to a less than significant level.

- a. Buffer. As recommended by the El Dorado Irrigation District (EID), provide a 300-foot open space buffer between the proposed residential uses east and south of the treatment plant. This measure is consistent with the intent of El Dorado County General Plan Policy 2.2.5.14 which states that "buffers shall be established around future water supplies and other public facilities to protect them from incompatible land uses."
- b. Disclosure. Provide disclosure statements regarding the existence of the wastewater treatment plant and the associated potential odor problems. Include disclosure statements with all sales and lease agreements for all project residential and commercial properties located within one mile of the treatment plant. It is important to note that while this requirement may help reduce future complaints about odor from the treatment plant, it will not reduce the potential nuisance

caused by odor from the plant; therefore, the buffer described under (a) above is considered by the primary mitigation measure for this impact.

66. Parkland dedication shall be calculated based on the factors for developments within the El Dorado Hills Community Services District (Chapter 16.12.A.9 of the El Dorado County Code). Parks shall be offered to the El Dorado Hills Community Services District. Prior to the recordation of the first final map, the developer shall show evidence of an agreement with the El Dorado Hills Community Services District for the location, size, improvements, and timing of dedication/acceptance of parks throughout the specific plan area, and assure compliance with the parkland dedication requirements.
67. Prior to submittal of a final map, the CC&Rs shall be submitted to the El Dorado Hills Community Services District for review and comment.
68. The emergency access between Unit 2 and Latrobe Road shall be gated as long as Latrobe Road consists of two lanes. When Latrobe Road becomes a four-lane road, the access shall be made into a right-in/right-out access only, without gates.
69. Any proposed gates in West Valley Village shall be reviewed and approved by the El Dorado Hills Fire District.
70. Prior to approval of the first small lot final map, a second access point for ingress and egress to the 18-acre school site shall be determined by the parties and approved by all applicable agencies. The location of the second access point shall be across the span indicated in Exhibit A, attached to the December 15, 2003, letter from William Wright to Craig Sandberg, in the tentative map file, unless mutually agreed to by the parties.
71. The developer shall include in any public financing district the amount of \$2,000,000.00 for the purpose of providing funds for a potential shortfall of funding for the construction of the new El Dorado Hills library branch. Any funds not utilized for the purpose of constructing the library shall go the Community Services District, as prepaid park development fees, for the purpose of constructing park improvements within the Valley View Specific Plan.

EXHIBIT C
ON-SITE ROW NEEDS

APN ID	OWNERSHIP	NAME /PHONE	RW NEEDS	P2E Req'd?	Escrow#	3rd NTP	TITLE REC'D	P2E REC'D	COMMENTS/CONCERNS
108-730-19	West Valley, LLC		Fee, SE, TCE		205-10504				Parcel 1 & 2
108-730-11	Centex Homes		SE, TCE		205-10503				
108-730-09	Centex Homes		SE, TCE		205-10501				
108-730-02	MW Housing Partners III		SE, TCE		205-10500				
108-730-28	MW Housing Partners III		Fee, SE, TCE		205-10505				
108-730-36	West Valley LLC CA		Fee, SE, TCE		205-10506				
108-730-37	West Valley LLC CA		Fee, TCE		205-10508				
108-730-01	West Valley, LLC								Added 11/1/05
108-730-10	Centex Homes								Added 11/1/05
108-750-13	MW Housing Partners III								Added 11/1/05

Exhibit E

**County of El Dorado - DOT
Blackstone Funding Agreement
Formula for Calculation of Fee Credits - Example Only**

The numbers included here are for demonstration purposes only. The actual cost of improvements and actual fee amounts, consistent with the terms of agreement, will be applied to the formula presented here.

Cash advance for Latrobe Road Improvements - required prior to approval of first small lot final map (use actual initial cash advance)				\$ 17,900,000
EDH TIM Fee (use fee in effect at time of cash advance)	\$ 19,230	a		
Calculate Non Silva Valley Set Aside Amount	70% \$ 13,461	b (ax70%)		
less advance in excess of 70% minus \$1,000 per unit	0	c		
less minimum cash payment required toward 70%	\$ (1,000)	d		
Net Maximum Credit Per Unit	\$ 12,461	e		
Number of Units TM99-1359	1,143	f		
Total Fees Applied as Credits	14,242,923	g(e x f)		<u>14,242,923</u>
Balance Net of Credits - (must be =< 0)		h		3,657,077

Notes

- a) This amount will be the fee in effect at the time the initial cash advance is required
- d) If at the time the cash advance is required the EDH TIM fee is equal to or greater than \$21,250, the \$1,000 minimum cash payment will not be required and Developer may prepay the entire 70% portion of fee.
- h) Balance Net of Credits to be reimbursed through the EDH TIM Reimbursement Pool