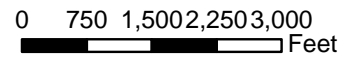


**File No. DA22-0001
Location Map**

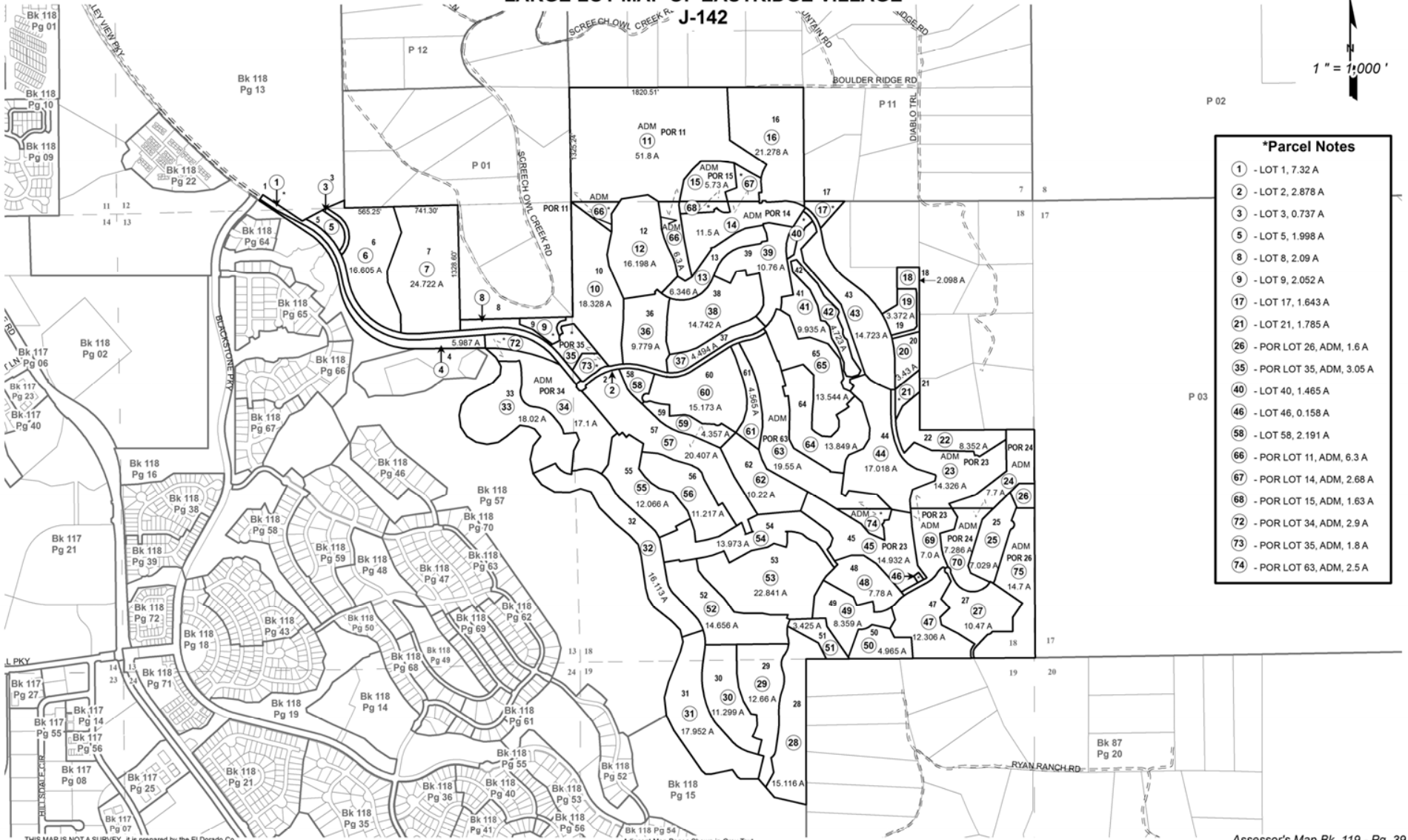
Exhibit A



SECS. 12 & 13, T.9N., R.8E., & SECS. 7, 18 & 19, T.9N., R.9E., M.D.M.
LARGE LOT MAP OF EASTRIDGE VILLAGE

119:39

1" = 1,000'



***Parcel Notes**

- ① - LOT 1, 7.32 A
- ② - LOT 2, 2.878 A
- ③ - LOT 3, 0.737 A
- ⑤ - LOT 5, 1.998 A
- ⑧ - LOT 8, 2.09 A
- ⑨ - LOT 9, 2.052 A
- ⑰ - LOT 17, 1.643 A
- ⑳ - LOT 21, 1.785 A
- ⑳ - POR LOT 26, ADM, 1.6 A
- ㉓ - POR LOT 35, ADM, 3.05 A
- ④① - LOT 40, 1.465 A
- ④⑥ - LOT 46, 0.158 A
- ⑤⑧ - LOT 58, 2.191 A
- ⑥⑥ - POR LOT 11, ADM, 6.3 A
- ⑥⑦ - POR LOT 14, ADM, 2.68 A
- ⑥⑧ - POR LOT 15, ADM, 1.63 A
- ⑦② - POR LOT 34, ADM, 2.9 A
- ⑦③ - POR LOT 35, ADM, 1.8 A
- ⑦④ - POR LOT 63, ADM, 2.5 A

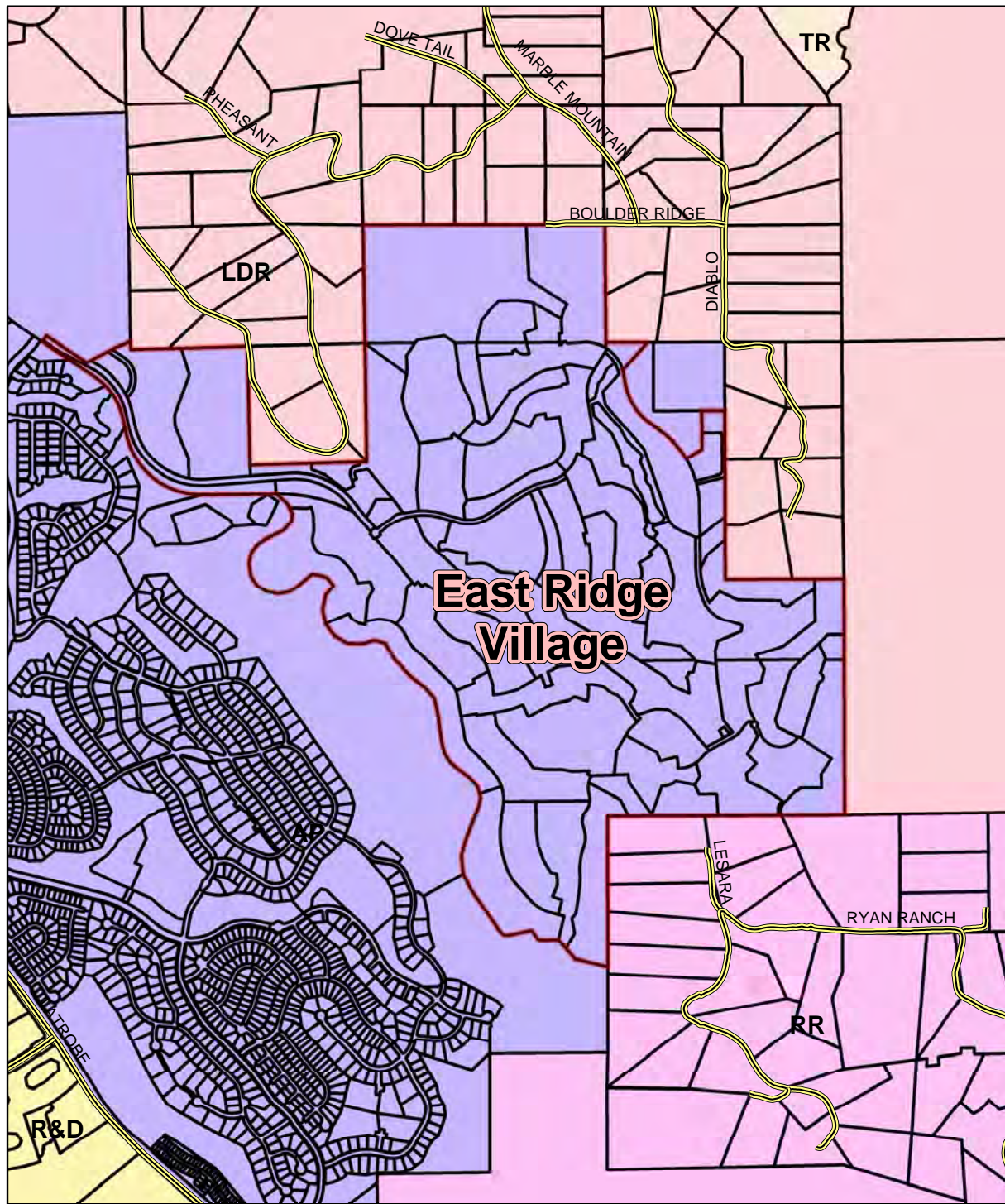
THIS MAP IS NOT A SURVEY. It is prepared by the El Dorado Co. Assessor's office for assessment purposes only. Area calculations and characteristics are not guaranteed. Users should verify items such as dimensions and acreage.

Acreages Are Estimates

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

Rev4, DEC 18, 2015 Assessor's Map Bk. 119 - Pg. 39
 County of El Dorado, CA

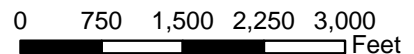
File No. DA22-0001
Assessor's Map Book 119 – Page 39
Exhibit B

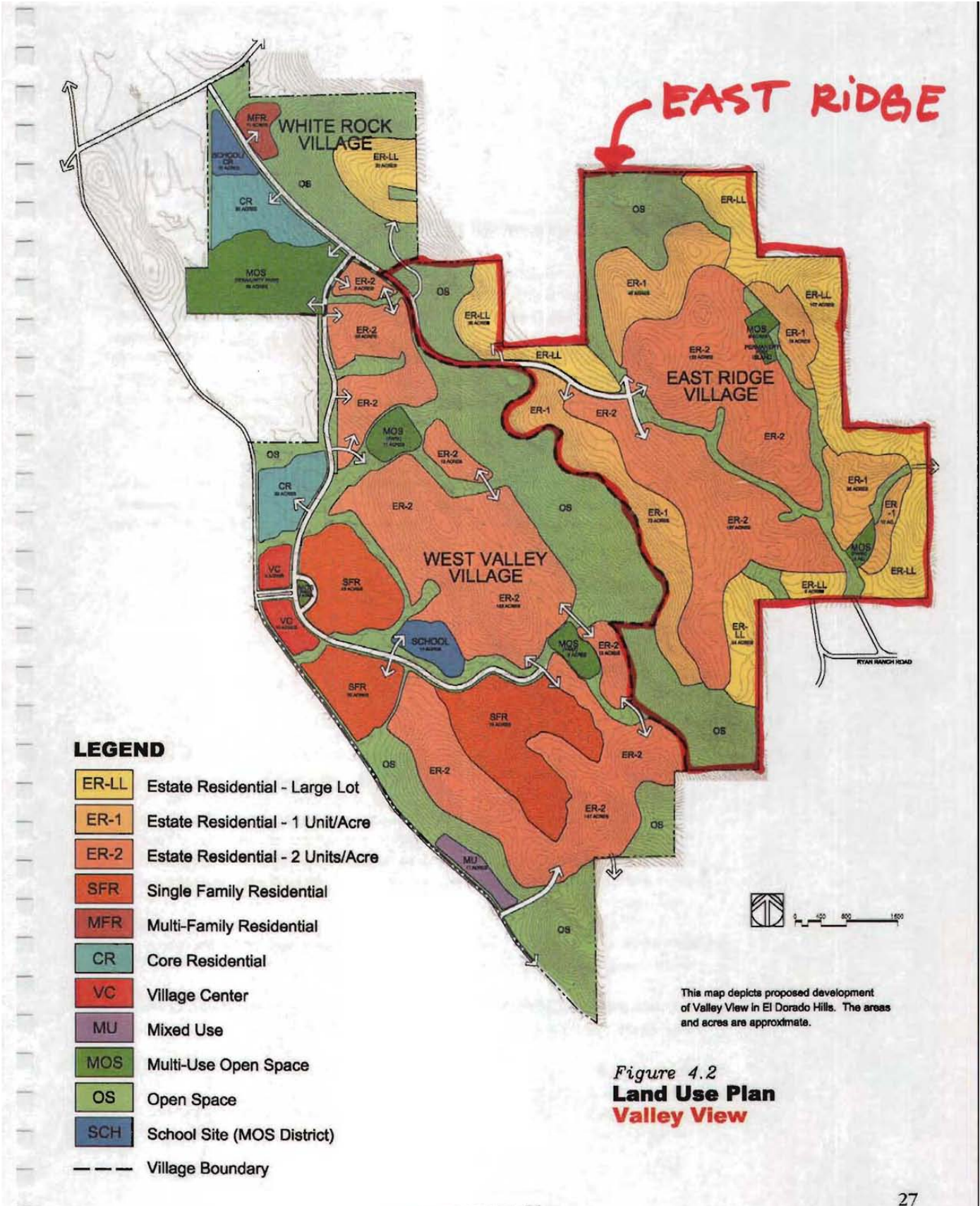


File No. DA22-0001
General Plan Land Use Map

- AP - Adopted Plan
- LDR - Low-Density Residential
- RR - Rural Residential
- R&D - Research and Development
- TR - Tourist Recreational

Exhibit C





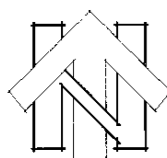
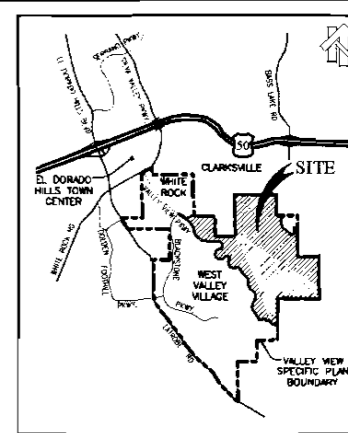
File No. DA22-0001
 VVSP Land Use Plan
 Exhibit D

File No. DA22-0001
Approved Tentative Subdivision Map (TM14-1521)
Exhibit E

TENTATIVE MAP EAST RIDGE VILLAGE

COUNTY OF EL DORADO OVERALL LAYOUT - SHEET 1 OF 7 STATE OF CALIFORNIA

SEPTEMBER, 2014
 REVISED: MAY, 2015



0 150 300 600
 SCALE: 1" = 300'

KEY NOTES:

1. 118-570-06, BLACKSTONE MASTER ASSOCIATION
2. 118-570-02 AKT WEST VALLEY INV.
3. 118-570-07, BLACKSTONE MASTER ASSOCIATION
4. 118-570-03, AKT WEST VALLEY INV.
5. 118-570-09, BLACKSTONE MASTER ASSOCIATION
6. 118-020-11, E.I.D.
7. 118-020-07, E.I.D.
8. 118-020-08, E.I.D.
9. (E) 10.0' ROAD AND PUBLIC UTILITY EASEMENT
10. (E) 40' NON-EXCLUSIVE ROAD & PUBLIC UTILITY EASEMENT
11. (E) 96' ROAD/UTILITY EASEMENT
12. (E) TEMPORARY EASEMENT
13. (E) 80' EXCLUSIVE ROAD & UTILITY EASEMENT
14. (E) DRIVEWAY EASEMENT
15. (E) 40' NON-EXCLUSIVE R/W
16. (E) 60' NON-EXCLUSIVE ROAD & UTILITY EASEMENT
17. (E) 50' NON-EXCLUSIVE ROAD & UTILITY EASEMENT

GENERAL NOTES:

1. SEE FIRE SAFE PLAN FOR REQUIRED FUEL TREATMENT ZONES. EASEMENTS TO BE PROVIDED WHERE REQUIRED.
2. SEE BUILDING ENVELOPE DIAGRAM FOR SETBACK INFORMATION.
3. SEE SHEET 2 FOR TYPICAL ROAD SECTIONS.

LEGEND

- FIRE HYDRANT
 — PROJECT BOUNDARY

OWNERS OF RECORD

VALLEY VIEW REALTY INVESTMENTS, LLC
 EL DORADO LAND VENTURES, LLC
 EAST RIDGE HOLDINGS, LLC
 3907 PARK DRIVE, SUITE 235
 EL DORADO HILLS, CA 95762

APPLICANT

EAST RIDGE HOLDINGS, LLC
 BY HBT EAST RIDGE, LLC
 3907 PARK DRIVE, SUITE 235
 EL DORADO HILLS, CA 95762

ENGINEER

cta Engineering & Surveying
 Civil Engineering Land Surveying Land Planning
 3623 Mendocino Circle, Reno, California, CA 95742
 775-826-0000 Fax: 775-826-0001

MAP SCALE

1" = 300'

CONTOUR INTERVAL

CONTOUR INTERVAL = 5' FEET

SOURCE OF TOPOGRAPHY

AERIAL PHOTOGRAMMETRY

SECTION, TOWNSHIP and RANGE

S 1/2 LOTS 1 & 2,
 SECTION 7, T.9 N., R. 9 E.

ASSESSOR'S PARCEL NUMBERS

A.P.N. 118-130-28
 A.P.N. 118-130-31
 A.P.N. 118-130-35
 A.P.N. 118-130-40

PRESENT & PROPOSED ZONING

VALLEY VIEW SPECIFIC PLAN
 EP-1, EP-2, EP-LL, MOS & OS

TOTAL AREA

733.98 ACRES

TOTAL NUMBER OF PARCELS

RESIDENTIAL LOTS

SINGLE FAMILY LOTS - 701 451.02 AC

LETTERED LOTS

- PARKS - LOTS P & Q 12.12 AC
- OPEN SPACE - LOTS A THRU U, V, & W 192.52 AC
- LANDSCAPE - LOTS L1 THRU L41 7.76 AC
- ROADWAY - LOTS R, R1 THRU R12 68.28 AC
- LIFT STATION - LOT S 0.12 AC
- WATER TANK - LOT T 2.10 AC
- PUMP STATION - LOT U 0.05 AC

MINIMUM RESIDENTIAL LOT AREA

8,470 SQUARE FEET

WATER SUPPLY and SEWAGE DISPOSAL

EL DORADO IRRIGATION DISTRICT

PROPOSED STRUCTURAL FIRE PROTECTION

EL DORADO HILLS COUNTY WATER DISTRICT
 (FIRE DEPARTMENT)

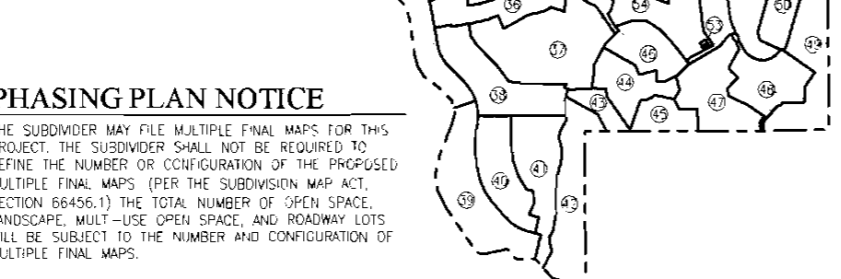
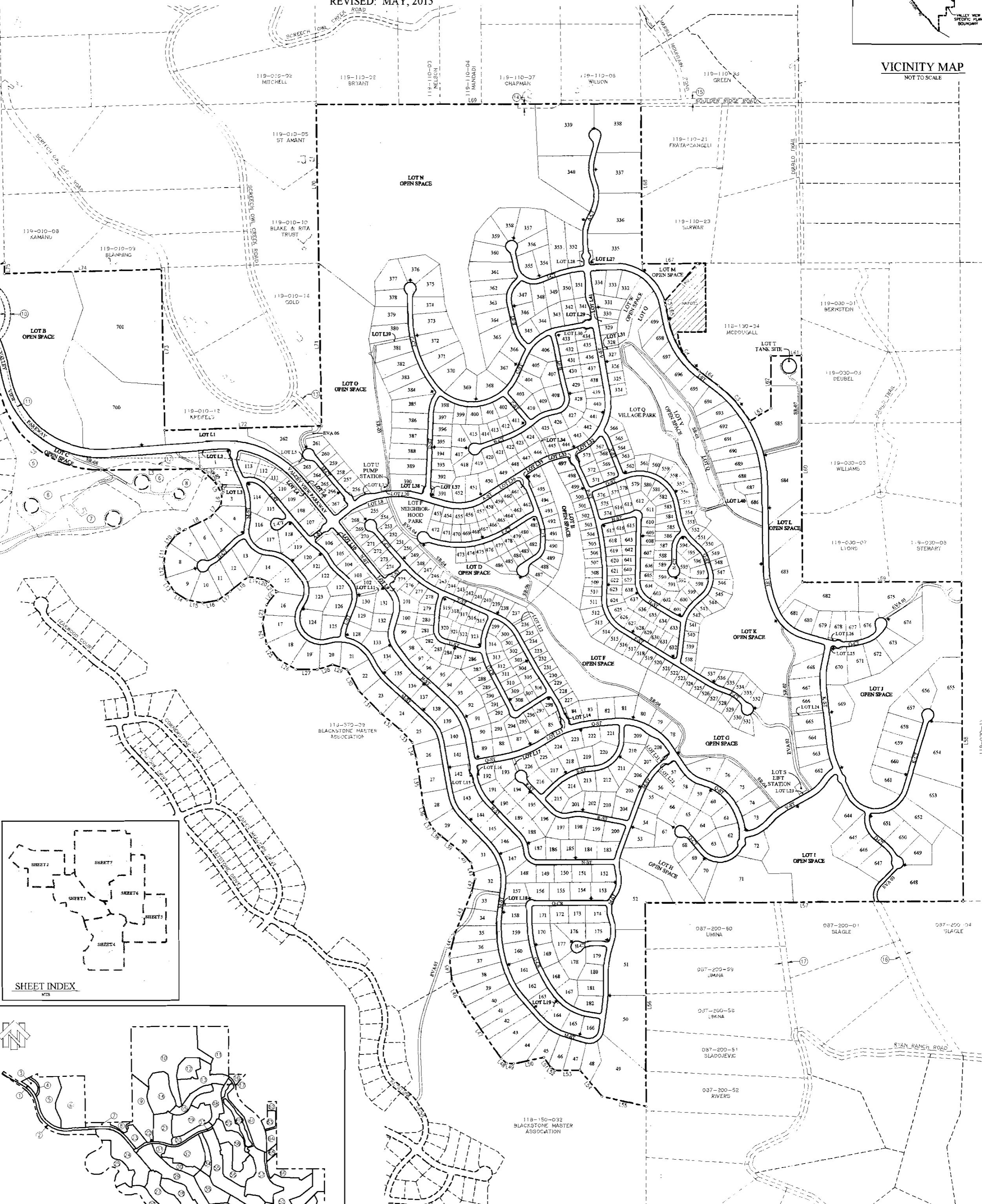
DATE OF PREPARATION

SEPTEMBER, 2014
 REVISED: MARCH, 2015

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE LAND DEVELOPMENT KNOWN AS "DIXON RANCH" HAS BEEN DESIGNED IN ACCORDANCE WITH THE SPECIFICATIONS AND GUIDELINES ESTABLISHED BY EL DORADO COUNTY

BRIAN M. ALLEN P.E. 60764 DATE _____

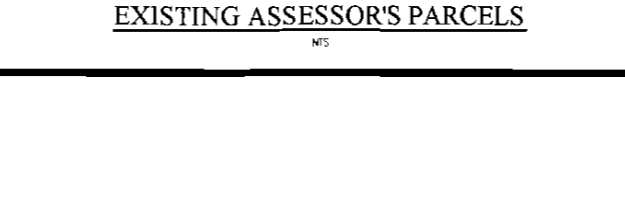


NO	AREA	PHASE	NO	AREA	PHASE	NO	AREA	PHASE	NO	AREA	PHASE
1	7.82 AC	-	33	1.97 AC	-	63	1.70 AC	3P	93	1.49 AC	3P
2	3.99 AC	-	34	26.76 AC	3P	64	1.49 AC	3P	94	1.49 AC	3P
3	1.88 AC	-	35	1.84 AC	3P	65	1.49 AC	3P	95	1.49 AC	3P
4	5.14 AC	-	36	1.84 AC	3P	66	1.49 AC	3P	96	1.49 AC	3P
5	14.60 AC	-	37	1.84 AC	3P	67	1.49 AC	3P	97	1.49 AC	3P
6	24.93 AC	3B	38	1.84 AC	3P	68	1.49 AC	3P	98	1.49 AC	3P
7	2.08 AC	-	39	1.84 AC	3P	69	1.49 AC	3P	99	1.49 AC	3P
8	2.05 AC	3B	40	1.84 AC	3P	70	1.49 AC	3P	100	1.49 AC	3P
9	18.34 AC	3B	41	1.84 AC	3P	71	1.49 AC	3P	101	1.49 AC	3P
10	35.28 AC	3P	42	1.84 AC	3P	72	1.49 AC	3P	102	1.49 AC	3P
11	21.28 AC	3P	43	1.84 AC	3P	73	1.49 AC	3P	103	1.49 AC	3P
12	7.93 AC	3B	44	1.84 AC	3P	74	1.49 AC	3P	104	1.49 AC	3P
13	14.19 AC	3B	45	1.84 AC	3P	75	1.49 AC	3P	105	1.49 AC	3P
14	16.89 AC	3B	46	1.84 AC	3P	76	1.49 AC	3P	106	1.49 AC	3P
15	6.34 AC	3D	47	1.84 AC	3P	77	1.49 AC	3P	107	1.49 AC	3P
16	1.66 AC	-	48	1.84 AC	3P	78	1.49 AC	3P	108	1.49 AC	3P
17	1.66 AC	-	49	1.84 AC	3P	79	1.49 AC	3P	109	1.49 AC	3P
18	1.66 AC	-	50	1.84 AC	3P	80	1.49 AC	3P	110	1.49 AC	3P

PROJECT BOUDARY DIMENSIONS

Line #	Length	Direction	Line #	Length	Direction
L1	699.88	N 89° 15' 51.26"W	L71	111.56	N 59° 37' 25.27"W
L2	181.23	N 102° 04' 57.48"W	L72	113.48	N 59° 37' 25.27"W
L3	527.75	S 89° 24' 04.03"E	L73	163.58	N 102° 16' 11.38"E
L4	599.24	N 89° 31' 34.23"E	L74	168.82	N 102° 16' 11.38"E
L5	1314.89	N 89° 27' 58.17"W	L75	183.86	N 102° 16' 11.38"E
L6	31.42	N 57° 59.05"E	L76	152.86	N 102° 16' 11.38"E
L7	131.42	N 42° 27' 12.22"E	L77	134.58	N 102° 16' 11.38"E
L8	228.55	N 67° 53.24"E	L78	154.50	N 102° 16' 11.38"E
L9	100.28	N 67° 53.24"E	L79	154.50	N 102° 16' 11.38"E
L10	118.78	N 59° 37' 25.27"E	L80	203.04	N 102° 16' 11.38"E
L11	127.25	N 101° 08' 27.35"E	L81	203.04	N 102° 16' 11.38"E
L12	116.95	N 70° 53' 35.78"E	L82	211.00	N 102° 16' 11.38"E
L13	127.92	N 59° 37' 25.27"E	L83	149.89	N 102° 16' 11.38"E
L14	128.56	N 59° 37' 25.27"E	L84	133.81	N 102° 16' 11.38"E
L15	130.25	N 59° 37' 25.27"E	L85	160.61	N 102° 16' 11.38"E
L16	124.72	N 59° 37' 25.27"E	L86	160.61	N 102° 16' 11.38"E
L17	124.72	N 59° 37' 25.27"E	L87	160.61	N 102° 16' 11.38"E
L18	124.72	N 59° 37' 25.27"E	L88	160.61	N 102° 16' 11.38"E
L19	124.72	N 59° 37' 25.27"E	L89	160.61	N 102° 16' 11.38"E
L20	124.72	N 59° 37' 25.27"E	L90	160.61	N 102° 16' 11.38"E

EXISTING ASSESSOR'S PARCELS



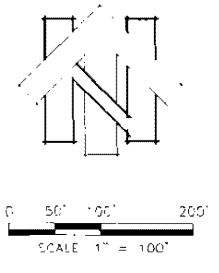
Line #	Length	Direction	Line #	Length	Direction
L41	140.43	N 84° 02' 3.03"E	L101	276.00	N 89° 47' 38.04"E
L42	112.28	N 101° 50' 31.07"W	L102	433.50	N 41° 21' 21.16"W
L43	324.80	N 84° 02' 3.03"E	L103	224.70	N 89° 47' 38.04"E
L44	188.17	N 41° 55' 38.30"E	L104	230.42	S 82° 40' 29.68"E
L45	339.43	N 84° 02' 3.03"E	L105	260.33	S 130° 48' 29.72"E
L46	220.27	N 84° 02' 3.03"E	L106	412.23	S 44° 41' 49.84"E
L47	541.15	N 84° 02' 3.03"E	L107	444.50	N 89° 51' 44.20"E
L48	56.87	N 84° 02' 3.03"E	L108	130.43	N 89° 26' 13.47"E
L49	40.21	N 84° 02' 3.03"E	L109	270.19	N 89° 26' 13.47"E
L50	258.71	S 78° 20' 52.68"E	L110	1325.24	N 89° 51' 18.13"W
L51	304.21	N 83° 34' 55.83"E	L111	1325.24	N 89° 51' 18.13"W
L52	45.85	N 83° 02' 33.08"E	L112	1305.11	N 89° 51' 18.13"W
L53	205.18	S 89° 41' 31.88"W	L113	1308.81	S 71° 04' 31.86"E
L54	188.88	N 83° 02' 33.08"E	L114	1175.03	N 89° 51' 18.13"W
L55	326.84	N 83° 02' 33.08"E	L115	911.71	N 89° 51' 18.13"W
L56	188.88	S 89° 41' 31.88"W	L116	1305.11	N 89° 51' 18.13"W
L57	284.14	S 89° 41' 31.88"W	L117	1305.11	N 89° 51' 18.13"W
L58	284.14	S 89° 41' 31.88"W	L118	1305.11	N 89° 51' 18.13"W
L59	1124.21	N 89° 41' 31.88"E	L119	40.97	N 83° 41' 08.20"E
L60	1879.96	S 12° 11' 21.16"E			

APPROVED EL DORADO COUNTY PLANNING COMMISSION

DATE June 11, 2015
 BY Rose Tom/Leah
 EXECUTIVE SECRETARY

TENTATIVE MAP EAST RIDGE VILLAGE

COUNTY OF EL DORADO LOT & PLAN DETAIL - SHEET 2 OF 7 STATE OF CALIFORNIA
SEPTEMBER, 2014
REVISED: MAY, 2015

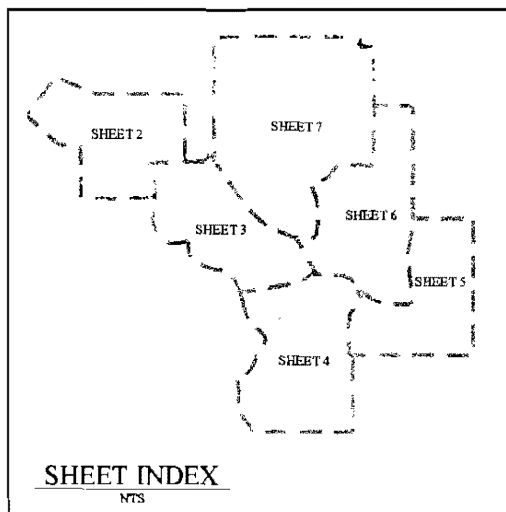
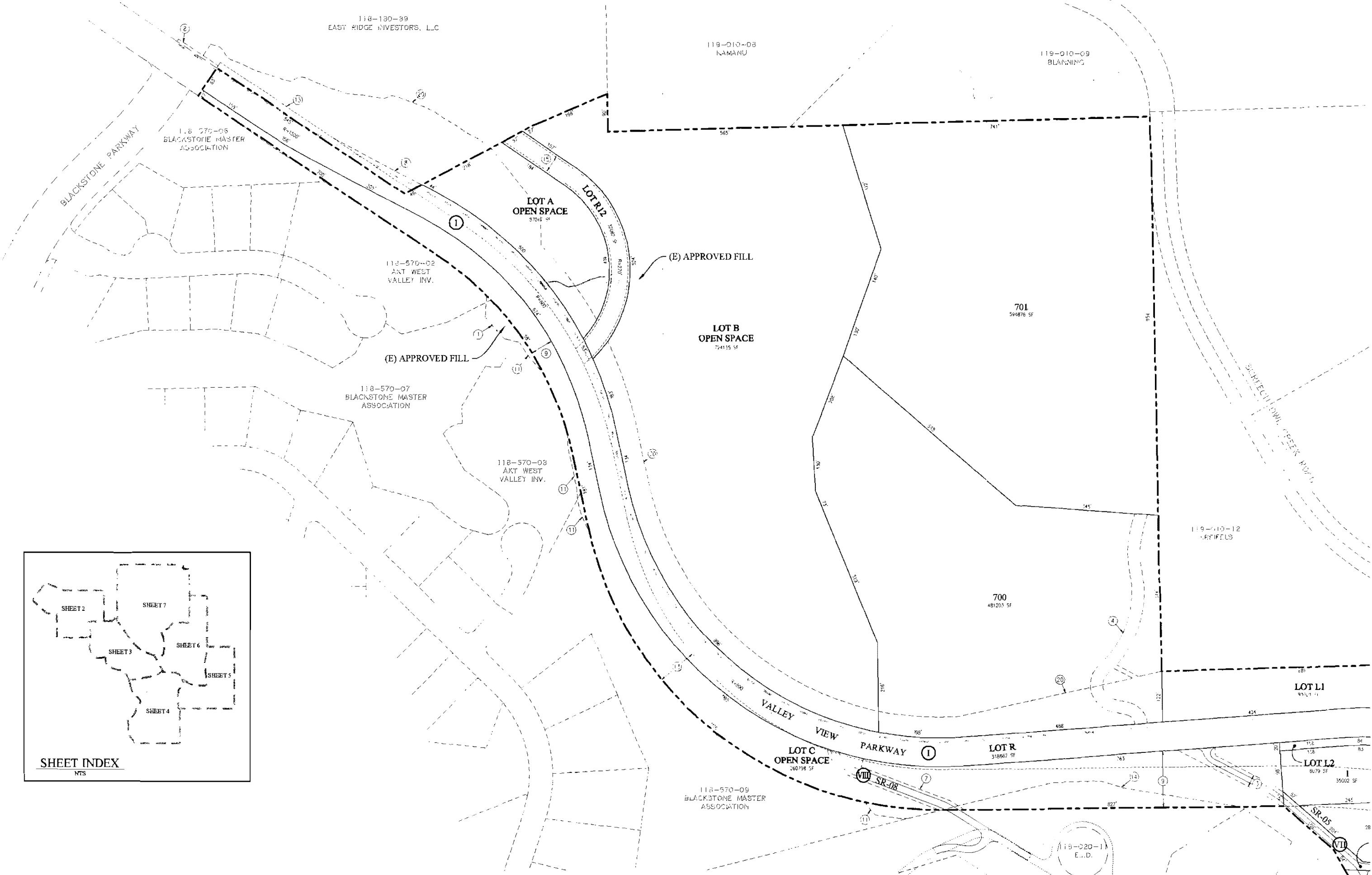


LEGEND

	JURISDICTIONAL WATERS		ROAD SECTION DIMENSION SEE DETAILS THIS SHEET
	SEWER LOCATION		PROPOSED GATE
			PROPOSED GATE - EXIT ONLY

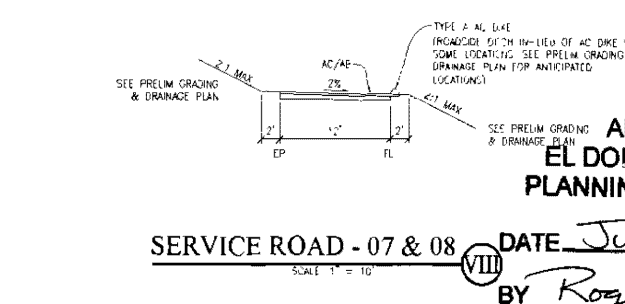
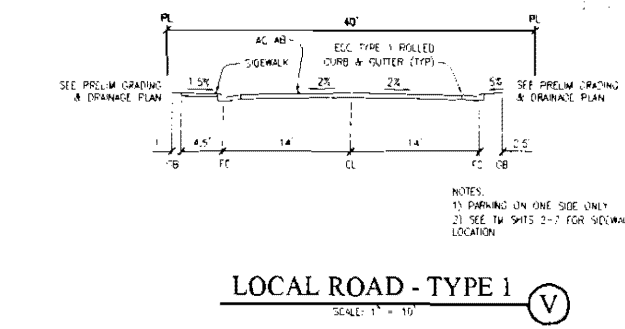
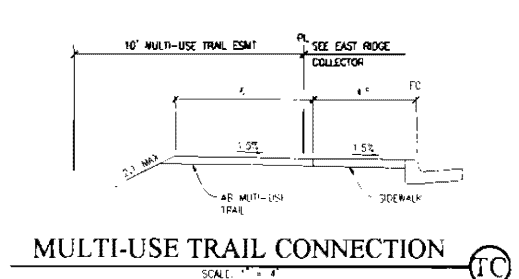
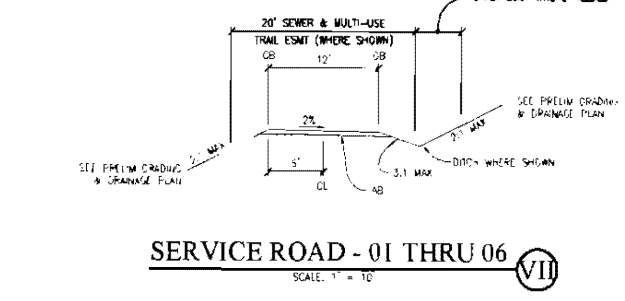
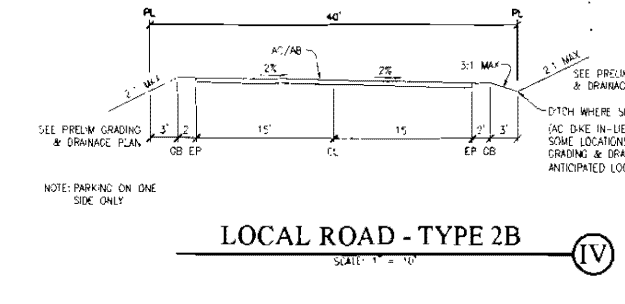
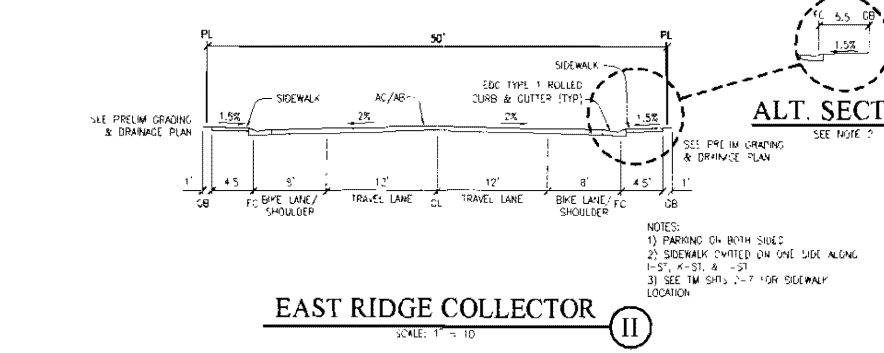
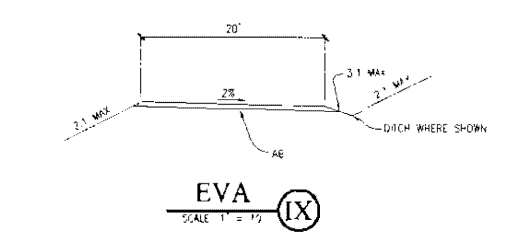
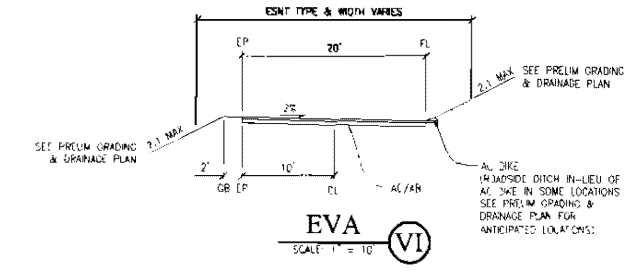
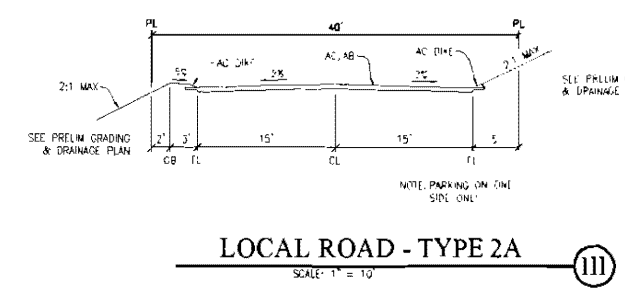
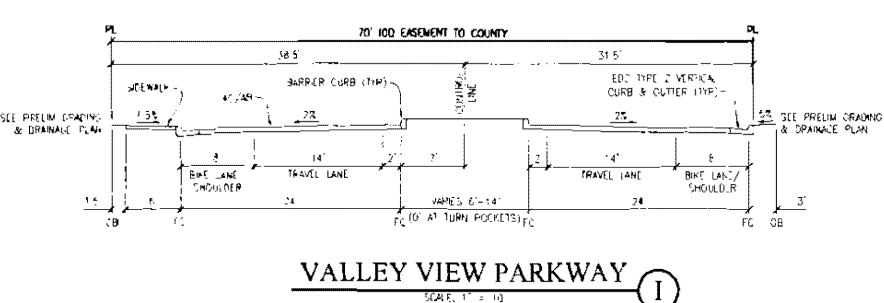
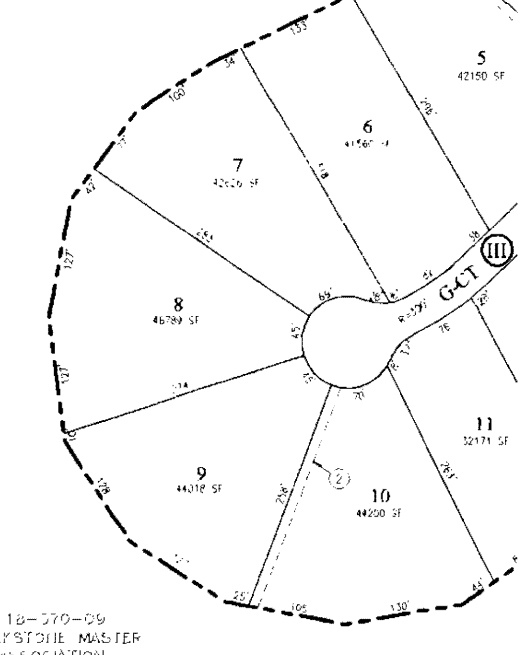
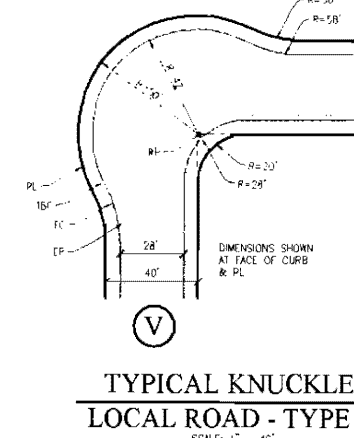
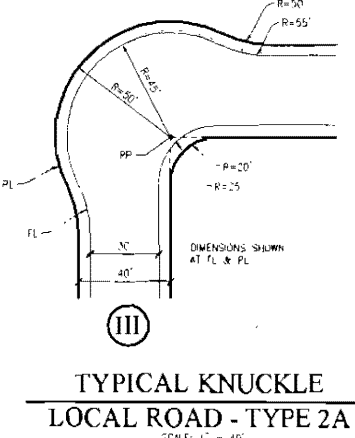
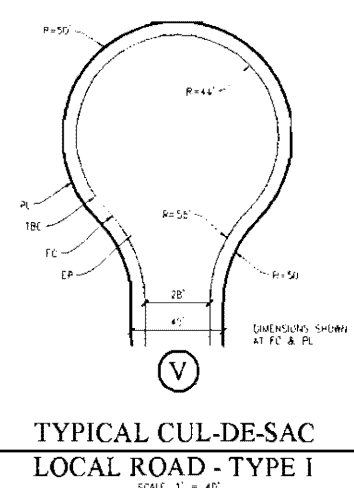
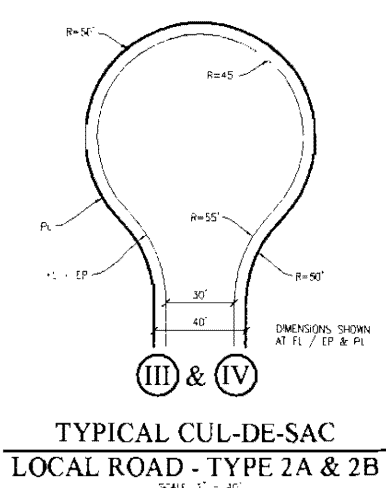
KEY NOTES:

- | | |
|---|--|
| 1 PROPOSED SLOPE & DRAINAGE EASEMENT | 23 PROPOSED SLOPE EASEMENT |
| 2 PROPOSED DRAINAGE EASEMENT | 24 E.I.D., ROAD & PUE |
| 3 PROPOSED SEWER EASEMENT | 25 (E) 96' ROAD / UTILITY EASEMENT |
| 4 PROPOSED ACCESS EASEMENT | 26 (E) 15' TEMPORARY EASEMENT |
| 5 PROPOSED PUBLIC UTILITY EASEMENT | 27 (E) 40' NEAR-ADJACENT ROAD & PUE |
| 6 PROPOSED SEWER & WATER EASEMENT | 28 PROPOSED 20" SEWER & MULTI-USE TRAIL EASEMENT |
| 7 PROPOSED WATER EASEMENT | 29 PROPOSED EMERGENCY VEHICLE ACCESS & PUE |
| 8 PROPOSED ROAD & PUBLIC UTILITY EASEMENT | 30 PROPOSED MULTI-USE TRAIL EASEMENT |
| 9 PROPOSED LANDSCAPE EASEMENT | 31 PROPOSED EMERGENCY VEHICLE ACCESS |
| | 32 PROPOSED SLOPE, DRAINAGE & LANDSCAPE EASEMENT |



NOTES:

- 1) 12" x 7" PUBLIC UTILITY EASEMENT (PUE) TO BE PROVIDED ADJACENT TO ALL ROAD FRONTS & MAY BE REDUCED TO 10' ALONG REAR/BACK FRONT YARDS (CORNER LOTS)
- 2) VERTICAL CURB & GUTTER TO BE USED ADJACENT TO LANDSCAPE LOTS, OPEN SPACE, PARK SITES, & THROUGH LOTS

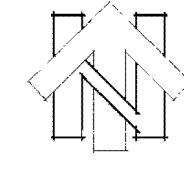


APPROVED
EL DORADO COUNTY
PLANNING COMMISSION
cta Engineering & Surveying
Civil Engineering Land Surveying Land Planning
3333 Maple Circle, Rancho Cordova, CA 95742
1-916-858-0919 FAX: 916-858-0919 www.cta.com

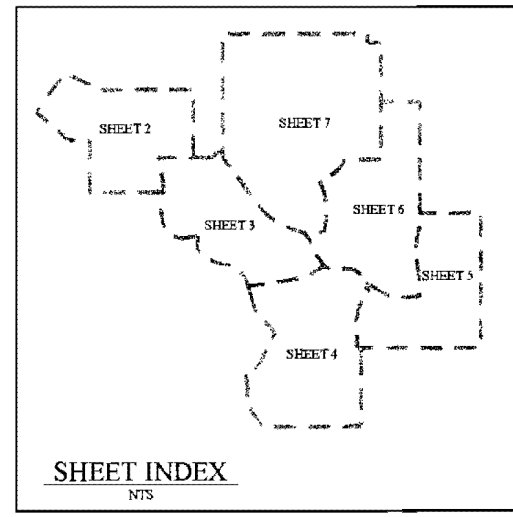
DATE: June 11, 2015
BY: Roger Trout
EXECUTIVE SECRETARY

TENTATIVE MAP EAST RIDGE VILLAGE

COUNTY OF EL DORADO LOT & PLAN DETAIL - SHEET 3 OF 7 STATE OF CALIFORNIA
SEPTEMBER, 2014
REVISED: MAY, 2015

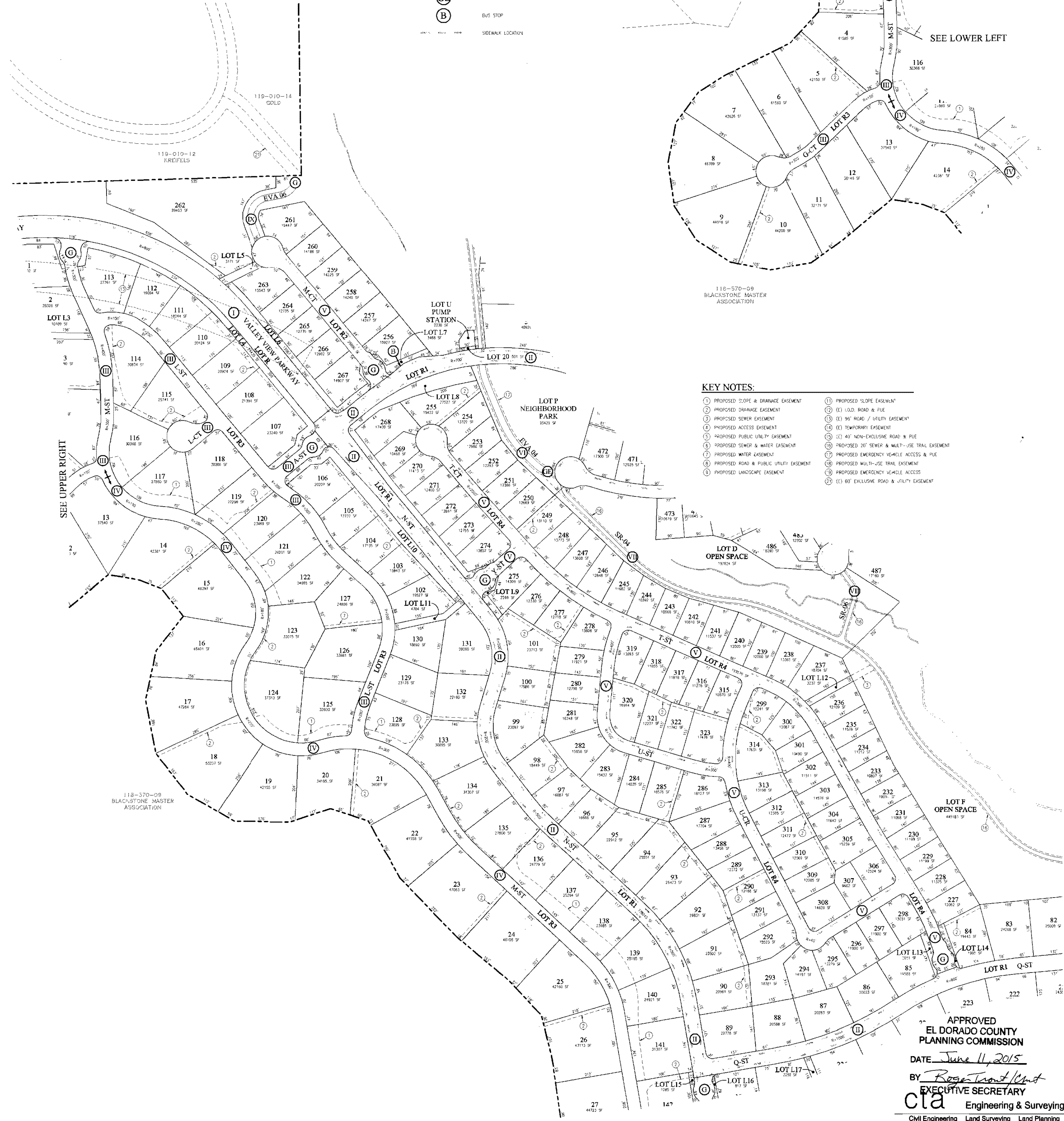
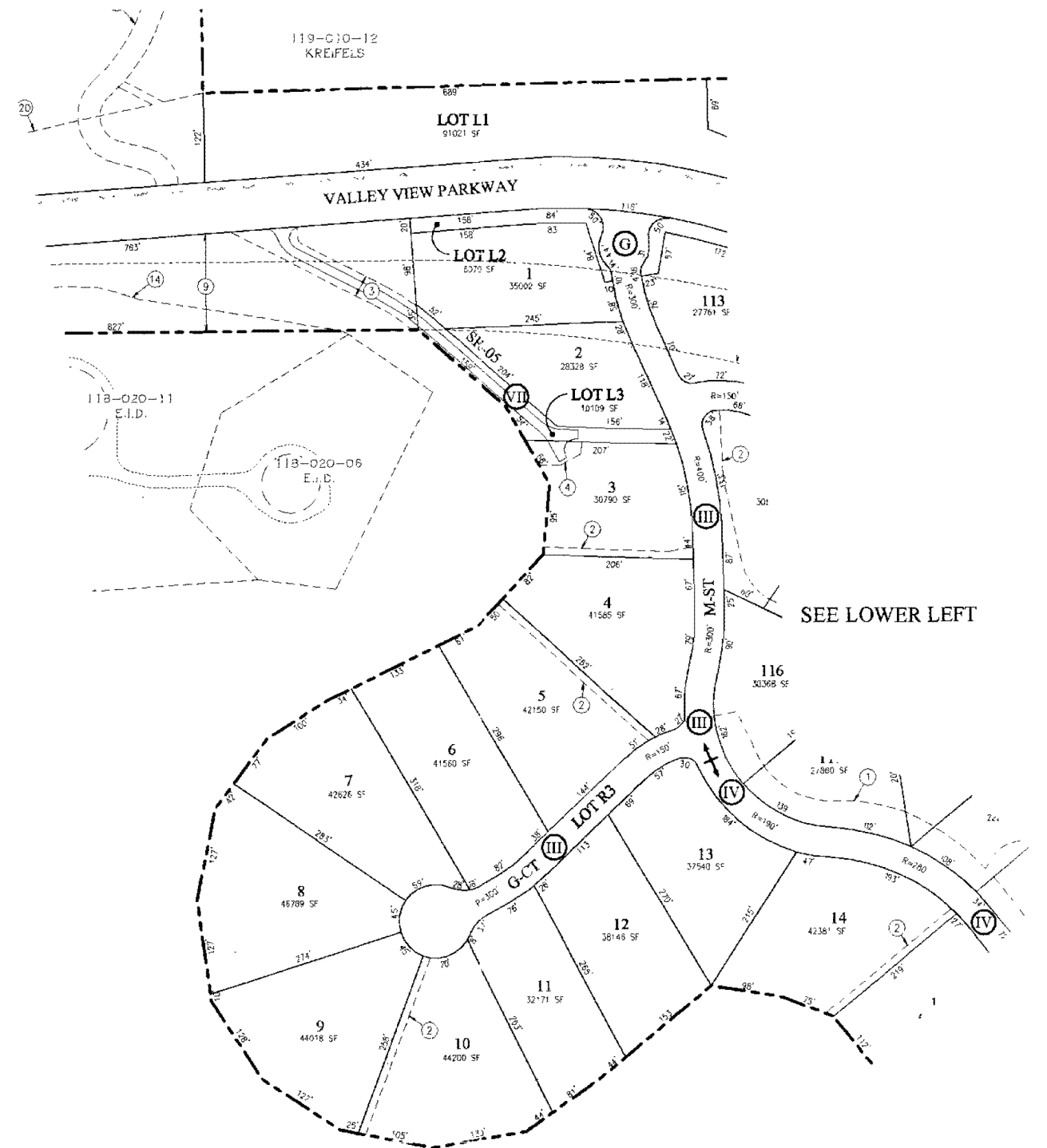


0 50 100 200
SCALE: 1" = 100'



LEGEND

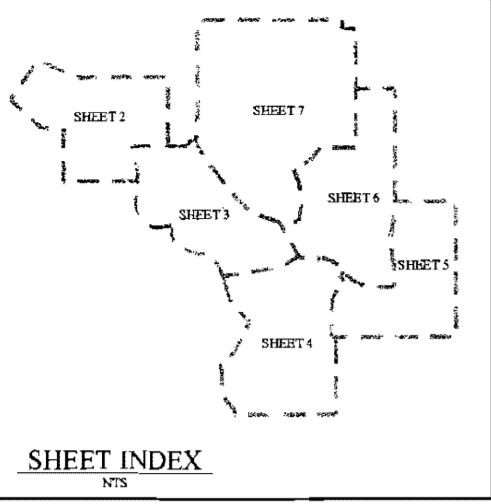
- JURISDICTIONAL WATERS
- Ⓜ ROAD SECTION RESERVATION
SEE DETAILS ON TM SHEET 2 OF 7
- ⓐ PROPOSED GATE
- ⓑ PROPOSED GATE - EXT ONLY
- ⓓ BUS STOP
- SIDEWALK LOCATIONS



KEY NOTES:

- | | |
|---|---|
| ① PROPOSED DRIVE & DRAINAGE EASEMENT | Ⓜ PROPOSED SLOPE EASEMENT |
| ② PROPOSED DRAINAGE EASEMENT | Ⓨ E1) LAD. ROAD & PUE |
| ③ PROPOSED SEWER EASEMENT | Ⓨ E2) 90' ROAD / UTILITY EASEMENT |
| ④ PROPOSED ACCESS EASEMENT | Ⓨ E3) TEMPORARY EASEMENT |
| ⑤ PROPOSED PUBLIC UTILITY EASEMENT | Ⓨ E4) NON-ENCLOSURE ROAD & PUE |
| ⑥ PROPOSED DRIVE & WATER EASEMENT | Ⓨ E5) PROPOSED DRIVE & WATER EASEMENT |
| ⑦ PROPOSED WATER EASEMENT | Ⓨ E6) PROPOSED EMERGENCY VEHICLE ACCESS & PUE |
| ⑧ PROPOSED ROAD & PUBLIC UTILITY EASEMENT | Ⓨ E7) PROPOSED MULTI-JSE TRAIL ACCESS |
| ⑨ PROPOSED LANDSCAPE EASEMENT | Ⓨ E8) PROPOSED EMERGENCY VEHICLE ACCESS |
| | Ⓨ E9) 80' ENCLOSURE ROAD & UTILITY EASEMENT |

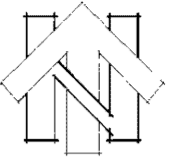
APPROVED
EL DORADO COUNTY
PLANNING COMMISSION
DATE June 11, 2015
BY Roger J. [Signature]
EXECUTIVE SECRETARY
cta Engineering & Surveying
Civil Engineering Land Surveying Land Planning
2025 Mendocino Blvd., Rancho Cordova, CA 95742
TEL: 916.456.8888 FAX: 916.456.8889



SHEET INDEX
NTS

TENTATIVE MAP EAST RIDGE VILLAGE

COUNTY OF EL DORADO LOT & PLAN DETAIL - SHEET 4 OF 7 STATE OF CALIFORNIA
SEPTEMBER, 2014
REVISED: MAY, 2015



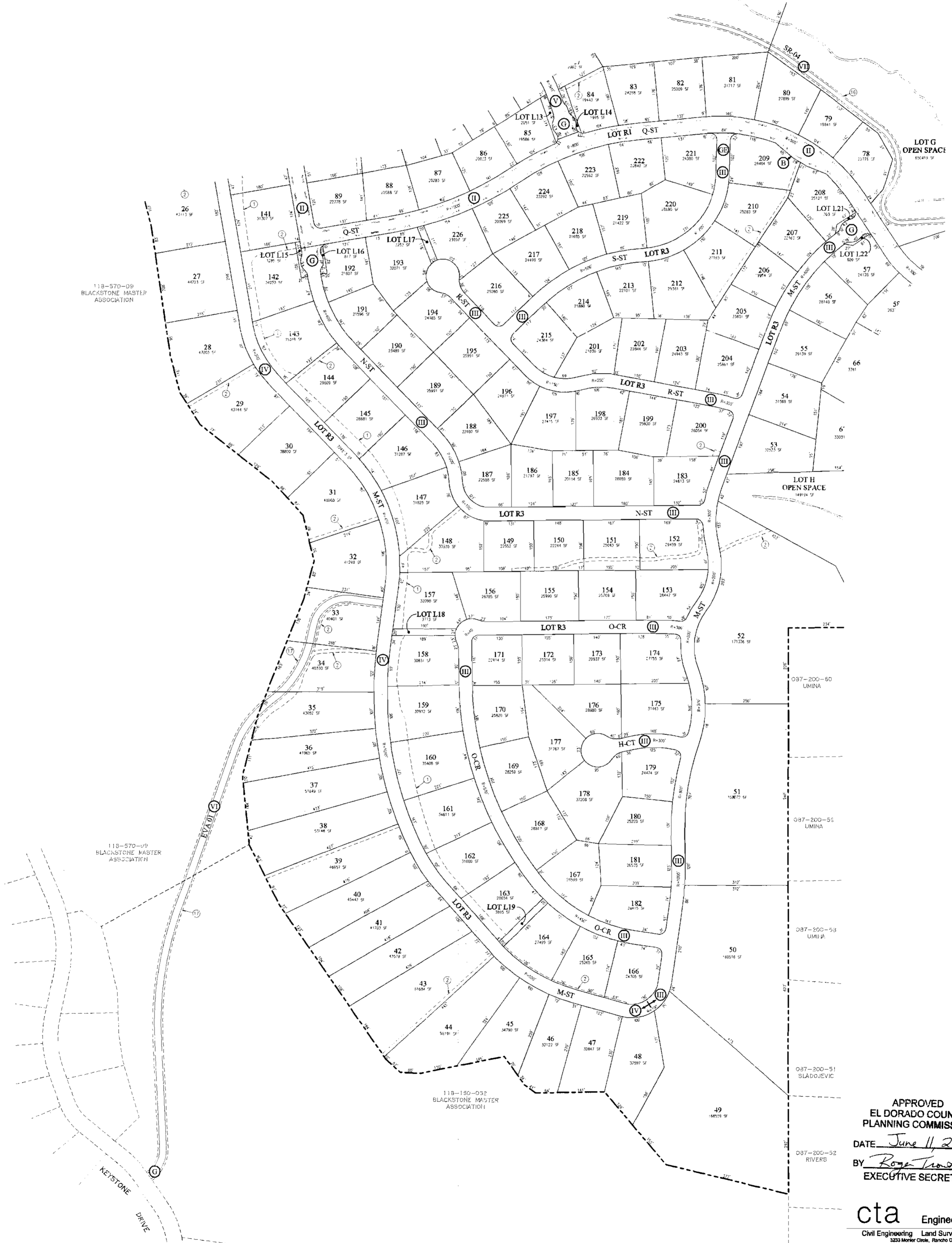
0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

- JUNCTIONAL WATERS
- ROAD SECTION DESCRIPTION SEE DETAILS ON TM SHEET 2 OF 7
- PROPOSED DATE
- PROPOSED DATE - EXT ONLY
- BUS STOP
- SIDEWALK LOCATION

KEY NOTES:

- ① PROPOSED SLOPE & DRAINAGE EASEMENT
- ② PROPOSED DRAINAGE EASEMENT
- ③ PROPOSED SEWER EASEMENT
- ④ PROPOSED ACCESS EASEMENT
- ⑤ PROPOSED PUBLIC UTILITY EASEMENT
- ⑥ PROPOSED SEWER & WATER EASEMENT
- ⑦ PROPOSED WATER EASEMENT
- ⑧ PROPOSED ROAD & PUBLIC UTILITY EASEMENT
- ⑨ PROPOSED LANDSCAPE EASEMENT
- ⑩ PROPOSED SLOPE EASEMENT
- ⑪ 1/2" G.L. ROAD & PUE
- ⑫ 3/4" 96' ROAD / UTILITY EASEMENT
- ⑬ 1/2" TEMPORARY EASEMENT
- ⑭ 40' NON-EXCLUSIVE ROAD & PUE
- ⑮ PROPOSED 20' SEWER & MULTI-USE TRAIL EASEMENT
- ⑯ PROPOSED EMERGENCY VEHICLE ACCESS & PUE
- ⑰ PROPOSED MULTI-USE TRAIL EASEMENT
- ⑱ PROPOSED EMERGENCY VEHICLE ACCESS



118-570-D9
BLACKSTONE MASTER
ASSOCIATION

118-570-U9
BLACKSTONE MASTER
ASSOCIATION

118-150-032
BLACKSTONE MASTER
ASSOCIATION

087-200-50
UMINA

087-200-55
UMINA

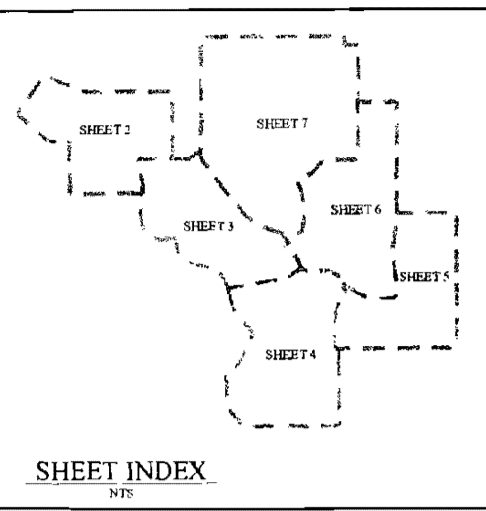
087-200-58
UMINA

087-200-51
SLADOJEVIC

087-200-52
RIVERS

APPROVED
EL DORADO COUNTY
PLANNING COMMISSION
DATE: June 11, 2015
BY: Roger Trand/Cmt
EXECUTIVE SECRETARY

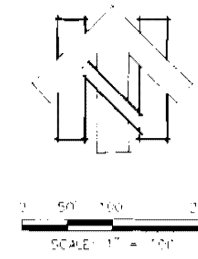
cta Engineering & Surveying
Civil Engineering Land Surveying Land Planning
3223 Marler Circle, Rancho Cordova, CA 95742
T 916.858.0919 F 916.858.3470 www.cta.net



TENTATIVE MAP EAST RIDGE VILLAGE

COUNTY OF EL DORADO LOT & PLAN DETAIL - SHEET 5 OF 7 STATE OF CALIFORNIA

SEPTEMBER, 2014
REVISED: MAY, 2015

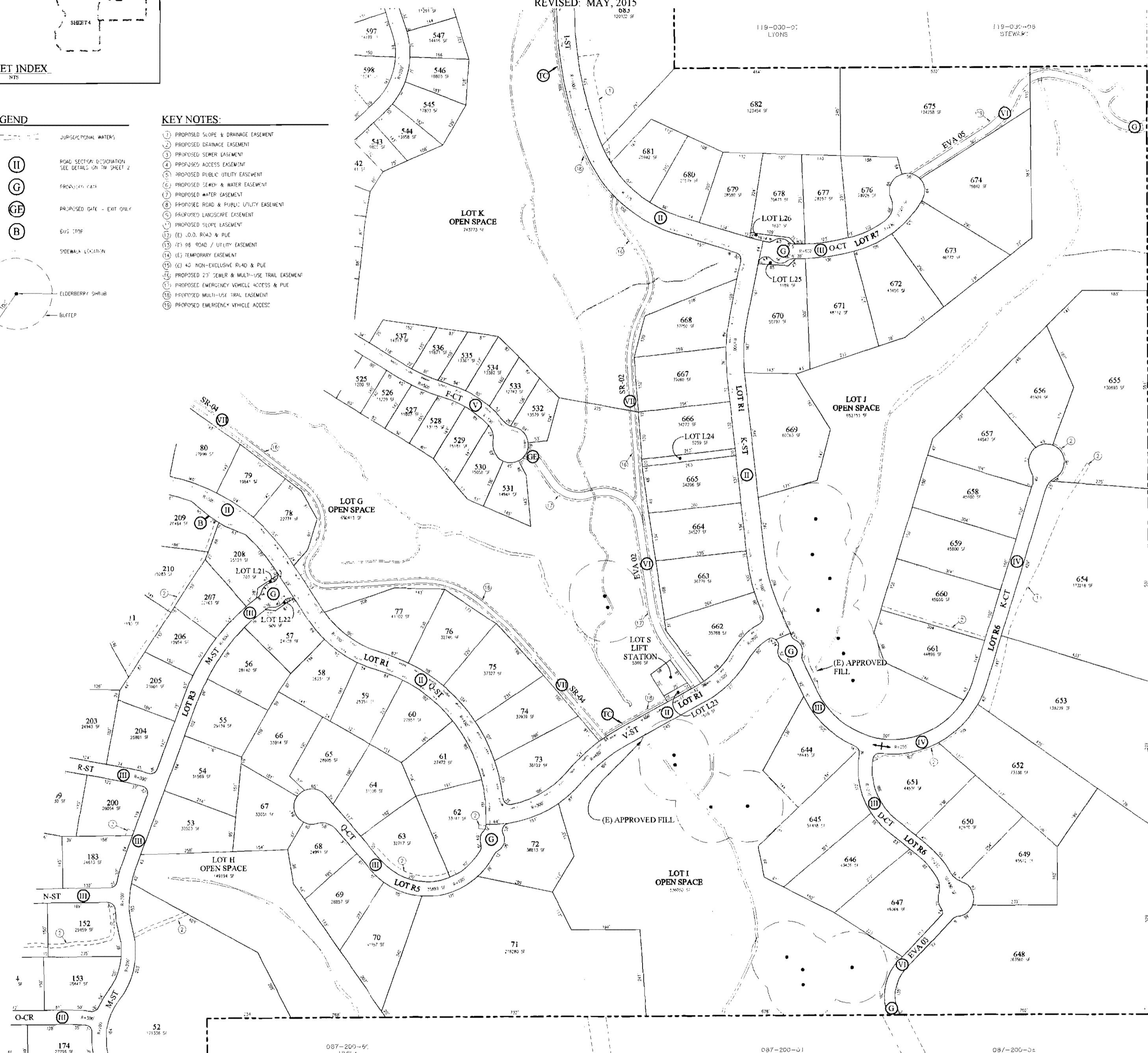


LEGEND

- JURISDICTIONAL WATERS
- ROAD SECTION DISCONTINUATION
SEE DETAILS ON TM SHEET 2
- PROPOSED GATE
- PROPOSED GATE - EXIT ONLY
- BUS STOP
- SIDEWALK LOCATION
- ELDERBERRY SHRUB
- BUFFER

KEY NOTES:

- (1) PROPOSED SLOPE & DRAINAGE EASEMENT
- (2) PROPOSED DRAINAGE EASEMENT
- (3) PROPOSED SEWER EASEMENT
- (4) PROPOSED ACCESS EASEMENT
- (5) PROPOSED PUBLIC UTILITY EASEMENT
- (6) PROPOSED SEWER & WATER EASEMENT
- (7) PROPOSED WATER EASEMENT
- (8) PROPOSED ROAD & PUBLIC UTILITY EASEMENT
- (9) PROPOSED LANDSCAPE EASEMENT
- (10) PROPOSED SLOPE EASEMENT
- (11) (E) .O.D. ROAD & PUE
- (12) (E) RE ROAD / UTILITY EASEMENT
- (13) (E) TEMPORARY EASEMENT
- (14) (E) 42' NON-EXCLUSIVE ROAD & PUE
- (15) PROPOSED 2" SEWER & MULTI-USE TRAIL EASEMENT
- (16) PROPOSED EMERGENCY VEHICLE ACCESS & PUE
- (17) PROPOSED MULTI-USE TRAIL EASEMENT
- (18) PROPOSED EMERGENCY VEHICLE ACCESS



119-030-15
MAPPLE VALLEY CO. LLC

cta Engineering & Surveying
Civil Engineering Land Surveying Land Planning
3020 Morley Clark, Rancho Conejo, CA 91742
Tel: 916.938.2919 Fax: 916.938.2918 www.cta.com

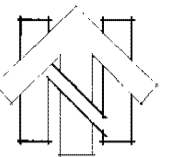
APPROVED
EL DORADO COUNTY
PLANNING COMMISSION
DATE June 11, 2015
BY Roger Trand/Lmt
EXECUTIVE SECRETARY

TENTATIVE MAP

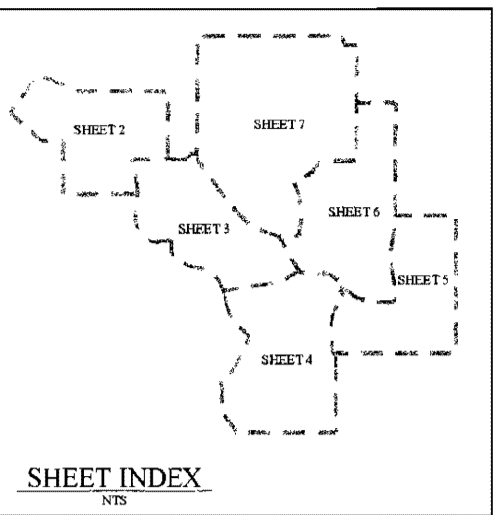
EAST RIDGE VILLAGE

COUNTY OF EL DORADO LOT & PLAN DETAIL - SHEET 6 OF 7 STATE OF CALIFORNIA

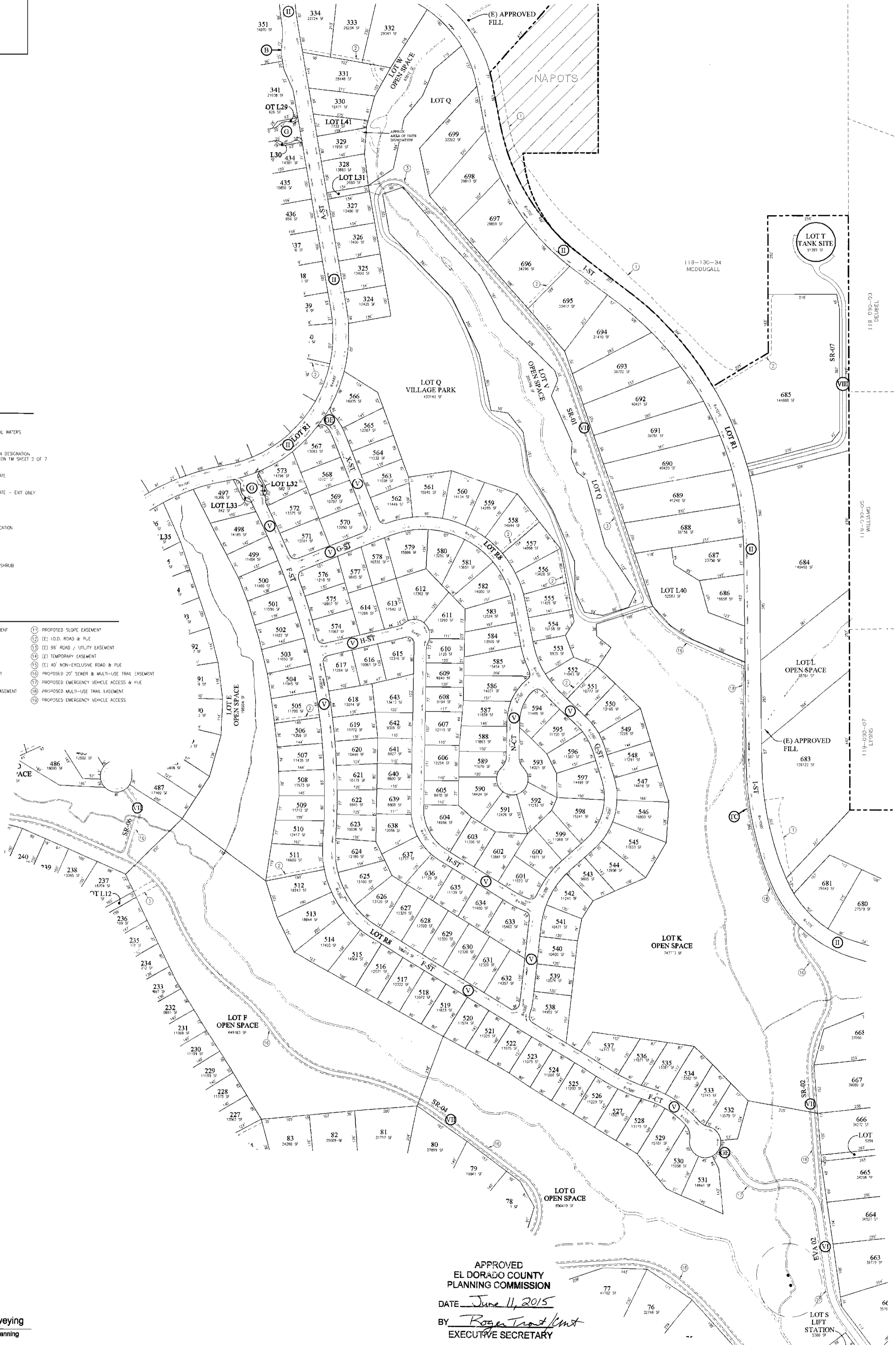
SEPTEMBER, 2014
REVISED: MAY, 2015



0 60 120 200
SCALE: 1" = 100'



SHEET INDEX
NTS



LEGEND

- JURISDICTIONAL WATERS
- ROAD SECTION DESIGNATION - SEE DETAILS ON TM SHEET 2 OF 7
- PROPOSED GATE
- PROPOSED GATE - EXIT ONLY
- BUS STOP
- SIDEWALK LOCATION
- ELDERBERRY SHRUB
- BUFFER

KEY NOTES:

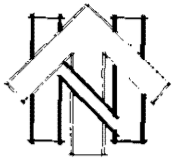
- (1) PROPOSED SLOPE & DRAINAGE EASEMENT
- (2) PROPOSED DRAINAGE EASEMENT
- (3) PROPOSED SEWER EASEMENT
- (4) PROPOSED ACCESS EASEMENT
- (5) PROPOSED PUBLIC UTILITY EASEMENT
- (6) PROPOSED SEWER & WATER EASEMENT
- (7) PROPOSED WATER EASEMENT
- (8) PROPOSED ROAD & PUBLIC UTILITY EASEMENT
- (9) PROPOSED LANDSCAPE EASEMENT
- (10) PROPOSED SLOPE EASEMENT
- (11) PROPOSED I.O.D., ROAD & P.U.E.
- (12) (E) 8' ROAD / UTILITY EASEMENT
- (13) (E) TEMPORARY EASEMENT
- (14) (E) 40' NON-EXCLUSIVE ROAD & P.U.E.
- (15) PROPOSED 20" SEWER & MULTI-USE TRAIL EASEMENT
- (16) PROPOSED EMERGENCY VEHICLE ACCESS & P.U.E.
- (17) PROPOSED EMERGENCY VEHICLE ACCESS
- (18) PROPOSED EMERGENCY VEHICLE ACCESS

APPROVED
EL DORADO COUNTY
PLANNING COMMISSION
DATE: June 11, 2015
BY: Roger Trout/Kmt
EXECUTIVE SECRETARY

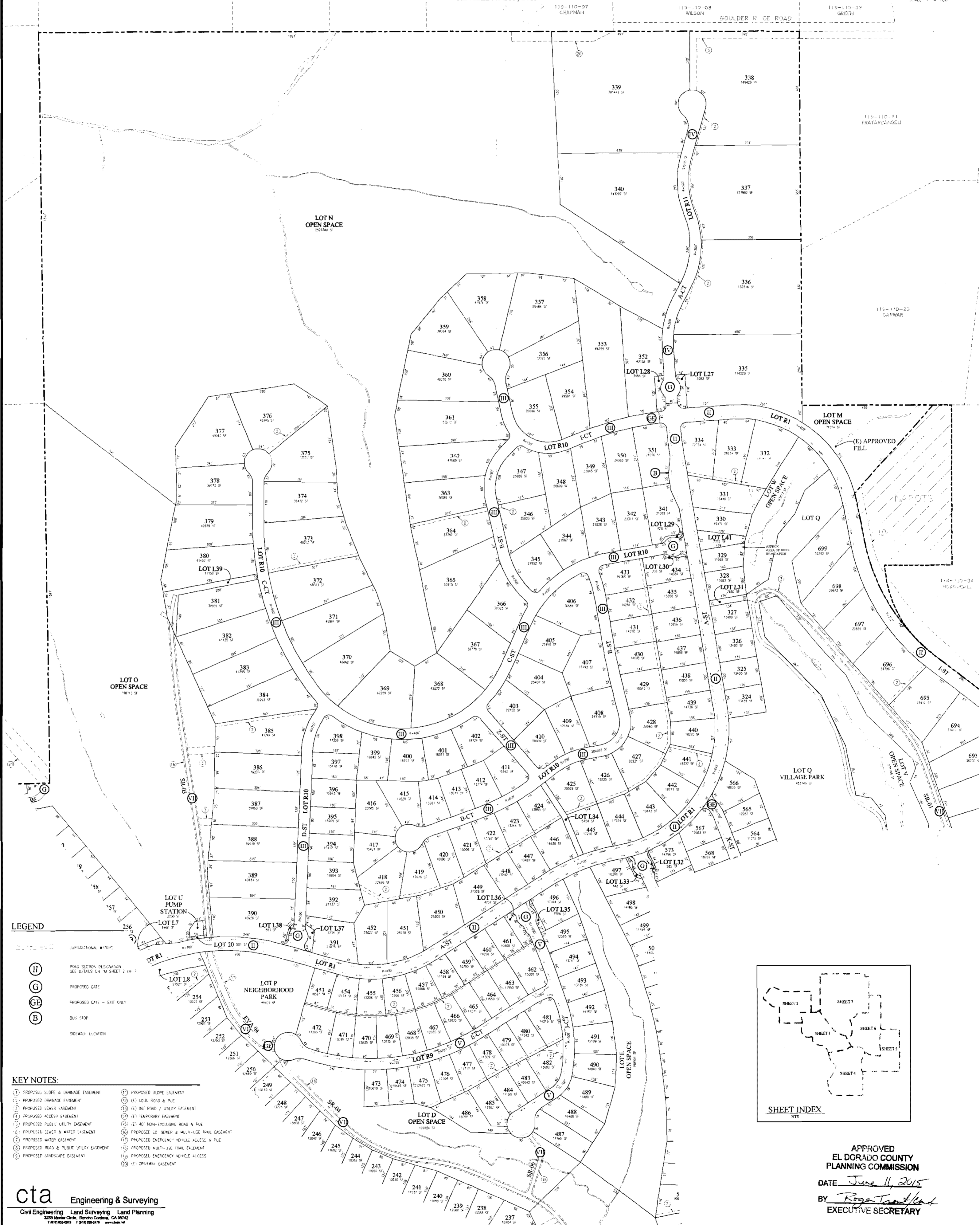
cta Engineering & Surveying
CMI Engineering Land Surveying Land Planning
3233 Monitor Circle, Rancho Cordova, CA 95742
T 916 438-9119 F 916 438-9129 www.cta.com

TENTATIVE MAP EAST RIDGE VILLAGE

COUNTY OF EL DORADO LOT & PLAN DETAIL - SHEET 7 OF 7 STATE OF CALIFORNIA
SEPTEMBER, 2014
REVISED: MAY, 2015

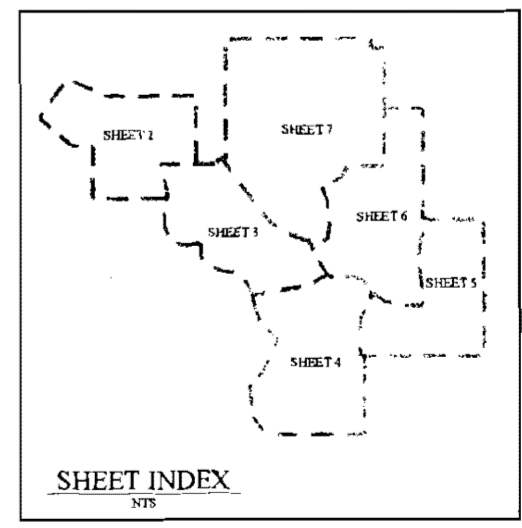


SCALE 1" = 100'



- LEGEND**
- JURISDICTIONAL WATER
 - ROAD SECTION DESIGNATION
SEE DETAILS ON "M SHEET 2 OF 7"
 - PROPOSED GATE
 - PROPOSED GATE - EXIT ONLY
 - BUS STOP
 - SIDEWALK LOCATION

- KEY NOTES:**
- | | |
|--|---|
| 1. PROPOSED SLOPE & DRAINAGE EASEMENT | 17. PROPOSED SLOPE EASEMENT |
| 2. PROPOSED DRAINAGE EASEMENT | 18. (E) I.O.D. ROAD & PUE |
| 3. PROPOSED SEWER EASEMENT | 19. (E) 96' ROAD / UTILITY EASEMENT |
| 4. PROPOSED ACCESS EASEMENT | 20. (E) TEMPORARY EASEMENT |
| 5. PROPOSED PUBLIC UTILITY EASEMENT | 21. (E) 40' NON-EXCLUSIVE ROAD & PUE |
| 6. PROPOSED LEWER & WATER EASEMENT | 22. PROPOSED 20' SEMI- & MULTI-USE TRAIL EASEMENT |
| 7. PROPOSED WATER EASEMENT | 23. PROPOSED EMERGENCY VEHICLE ACCESS & PUE |
| 8. PROPOSED ROAD & PUBLIC UTILITY EASEMENT | 24. PROPOSED MULTI-USE TRAIL EASEMENT |
| 9. PROPOSED LANDSCAPE EASEMENT | 25. PROPOSED EMERGENCY VEHICLE ACCESS |
| | 26. DRIVEWAY EASEMENT |



cta Engineering & Surveying
Civil Engineering Land Surveying Land Planning
3225 Walnut Circle, Placita Colorado, CA 95142
Tel: 916.962.0100 Fax: 916.962.0474 www.cta.com

APPROVED
EL DORADO COUNTY
PLANNING COMMISSION
DATE June 11, 2015
BY Roger Tamm
EXECUTIVE SECRETARY

File No. DA22-0001
TM14-1521 Conditions of Approval
Exhibit F

TM14-1521/East Ridge Village – As approved by the Planning Commission on June 11, 2015

Conditions of Approval

Project Description

1. The Tentative Subdivision Map and Design Waivers are based upon and limited to compliance with the project description, the hearing exhibits marked Exhibits E through X (with modification to Exhibit N detailing the revised setbacks on Lots 675 and 682) 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 consists of the following:

- A. Tentative Subdivision Map of the 734 acre property consisting of:
 - 1) Large-Lot Tentative Subdivision Map (Phase 0) creating 66 large lots for financing and phasing purposes, ranging in size from 0.06 acre to 58 acres;
 - 2) Small-Lot Tentative Subdivision Map creating a total of 759 lots consisting of 701 residential lots, 41 landscape lots, 12 roadway lots, two recreational park lots, one sewer lift station lot, one water tank lot, and one pump station lot;
- B. Design waivers of the following Design and Improvement Standards Manual (DISM) standards:
 - 1) Modify Hillside Design Std. minimum shoulder width from 3 feet (on downhill side only) to 1-foot beyond sidewalk where sidewalks are present or 2 feet beyond exposed pavement or curb/AC dike surfaces when sidewalks are not present;
 - 2) Modify Standard Plan 103A-1: Allow driveway to be within 25 feet from a radius return, reduce minimum driveway width from 16 to 10 feet for single car garages only, omit 4-foot taper to back of curb;
 - 3) Exceed 3 to 1 lot depth-width ratio for residential lots including Lots 36-43 and 688-691;
 - 4) Reduce Required Roadway Width for Dead End Roads from 36 feet wide to a Minimum Pavement Width of 24 feet;

- 5) Allow for Reverse Horizontal Curves without a 100-foot Tangent, except on Valley View Parkway;
- 6) Allow for Valley View Parkway to exceed 10% gradient and be designed at 12% Maximum Gradient; and
- 7) Allow use of reduced vertical curve standards for vertical curve design, consistent with American Association of State Highway and Transportation Officials “A Policy on Geometric Design of Highways and Streets” (AASHTO) when AASHTO allows for less restrictive design standards.

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 must be submitted for review and approval and shall be implemented as approved by the County.

Planning Services

2. **Human Remains:** If human remains are encountered during earth-disturbing activities within the project area, all work in the adjacent area shall stop immediately and the El Dorado County Coroner’s office shall be notified. If the remains are determined to be Native American in origin, both the Native American Heritage Commission (NAHC) and any identified descendants shall be notified by the Coroner and recommendations for treatment solicited (CEQA Guidelines Section 15064.5; Health and Safety Code Section 7050.5; Public Resources Code Sections 5097.94 and 5097.98). This requirement shall be noted on grading plans and shall be verified prior to issuance of grading permits.

In the event that previously unknown cultural resources are discovered during construction, operations shall stop in the immediate vicinity of the find and a qualified archaeologist shall be consulted to determine whether the resource requires further study. The qualified archeologist shall make recommendations on the measures to be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds, in accordance with Section 15064.5 of the CEQA Guidelines. Cultural resources could consist of, but are not limited to, stone, bone, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites.

3. **Tentative Map Expiration:** This tentative map shall expire 36 months from the date of approval unless a timely extension is filed.
4. **Development Services Division Fees:** Prior to final map approval, the applicant shall pay all Development Services Division fees associated with this application.

5. **Meter Award Letter:** A meter award letter or similar document shall be provided by the water purveyor prior to recordation of the final map.

6. **Liens and Bonds:** Prior to filing the 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).

7. **Hold Harmless:** 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.

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

8. **Valley View Specific Plan (VVSP) Mitigation Monitoring Reporting Program (MMRP)**

Table 1 below details the mitigation measures from the MMRP, which are applicable to the project.

Table 1. VVSP EIR Mitigation Measures Applicable to East Ridge Tentative Subdivision Map				
Identified Impact	Mitigation Measure Designation	Timing	Enforcement Agency	Note
Impact PF 3: Drought Contingency and Water Conservation Planning	PF-3	Prior to Issuance of Building Permit	Planning Services Division	-----
Impact BR-3: Loss of Oak Woodland/Oak Savannah Habitats.	BR-3	Prior to approval Grading Permit	Planning Services Division	The project shall implement all applicable measures of the <i>Oak Tree Protection, Re-vegetation, and Monitoring Plan for East Ridge Village of the Valley View Specific Plan</i> (prepared by Ralph Osterling Consultants Inc. dated December 17, 2014)

				Prior to issuance of grading permit, a pre-construction survey shall be submitted evaluating potential presence of raptor and songbird nests, and bat roosts.
Impact BR-4: Reduction of the Habitat Quality of Oak Woodland During Construction.	BR-4	During Project Construction	Planning Services Division	The project shall implement all applicable measures of the <i>Oak Tree Protection, Re-vegetation, and Monitoring Plan for East Ridge Village of the Valley View Specific Plan</i> .
Impact BR-7: Reduction of Habitat Quality of Riparian Areas During Construction.	BR-7	During Project Construction	Planning Services Division	This mitigation measure has been satisfied with the issuance of a grading permit for the construction of the major crossings and approval and implementation of the U.S. Army Corp of Engineers Wetland Permit. However, for future construction if a 1600 California Department of Fish and Wildlife (CDFW) permit is necessary and application with the CDFW will be submitted for impacts to any riparian impacts.
Impact BR-12: Impacts on Bats	BR-12	Prior to approval Grading Permit	Planning Services Division	This mitigation measure shall be added as a note to the construction drawings and/or a biologist shall be hired prior to do a pre-construction survey to address this mitigation measure.
Impact BR-13: Impacts on Raptors:	BR-13	Prior to approval Grading Permit	Planning Services Division	This mitigation measure shall be added as a note to the construction drawings and/or a biologist shall be hired prior to do a pre-construction survey to address this mitigation measure.
Impact SG-3: Grading Impacts	SG-3	Prior to Final Map	Transportation Division and Building Division	This mitigation measure has been partially satisfied with the completion of the geotechnical report that has been submitted with the TM packet. The remainder of the mitigation measure deals with NPDES and SWPP requirements, which shall be applied to the project.
Impact SG-4: Hazards from Cut-and-Fill Slopes.	SG-4	Prior to approval Grading Permit	Transportation Division	This mitigation measure will be applied during design and the construction phase.
Impact SG-5: Hazards Due to Trench Wall Instability	SG-5	Prior to approval Grading Permit	Transportation Division	This mitigation measure will be applied during design and the construction phase.
Impact SG-10: Exposure to Asbestos Dust	SG-10	Prior to approval Grading Permit	Transportation Division	This mitigation measure shall be applied to the project and verified according to the identified timing.
Impact H-1: Increased Flows in Tributary 4 of Carson Creek	H-1	Prior to Final Map	Transportation Division	Project drainage shall be verified for consistency with the Carson Creek Regional Drainage Study.
Impact H-2: Increased Flows in Plunkett Creek	Apply H-1	Prior to Final Map	Transportation Division	This mitigation measure shall be applied to the project and verified according to the identified timing. The submitted Drainage Study is consistent with the Carson Creek Regional Drainage Study. On-site detention is provided in the Plunkett

				Creek shed.
Impact H-5: Construction-Related Soil Erosion and Sedimentation.	H-5	Prior to approval Grading Permit	Transportation Division	The project shall implement SWPP and NPDES, as conditioned.
Impact AQ-1: Air Quality Impacts from Construction.	AQ-1a, 1b, 1c, 1d	Prior to approval Grading Permit	Transportation Division	The project shall implement measures in the East Ridge Air Quality and Greenhouse Gas Analysis (GHG) prepared by PMC (July 2014).
Impact N-2: Land Use/Noise Conflicts along Interior Roadway Frontages.	N-2	Prior to Issuance of Building Permit	Building Division	An Acoustical Analysis (prepared by Bollard Acoustical Consultants dated April 17, 2015) has been submitted for the project. All referenced applicable noise mitigation measures shall be applied.
Impact N-5: Construction Noise	N-5	Prior to Issuance of Building Permit	Planning Services Division	An Acoustical Analysis (prepared by Bollard Acoustical Consultants dated April 17, 2015) has been submitted for the project. All referenced applicable noise mitigation measures shall be applied.
Impact CR-1: Impacts on Prehistoric Sites (CA-ELD-80/H, CA-Eld-785/H, CA-Eld-788, V1, V2, V4, V5, V10, V14, V15, V16, V19, V20, V22, V23, V24, V27, V38, V42, V43	CR-1	Prior to Tentative Map	Planning Services Division	This mitigation measure has been satisfied with the submittal of a Cultural Resource Study by ECORP (January 13, 2015) for East Ridge analyzed the identified resources. Conditions 1-8 from the study shall be implemented during site construction.
Impact CR-5: Impacts on Ranching Habitation Sites (CA-Eld-786-H, CA-Eld-787-H, V3, V8, V13, V16, V28	CR-5	Prior to Tentative Map	Planning Services Division	This mitigation measure has been satisfied with the submittal of a Cultural Resource Study by ECORP (January 13, 2015) as part of project application. Conditions 1-8 from the study shall be implemented during site construction.
Impact CR-6: Impacts on Buried/Undiscovered Heritage Resources.	CR-6	Prior to Tentative Map	Planning Services Division	This mitigation measure has been satisfied with the submittal of a Cultural Resource Study by ECORP (January 13, 2015) as part of project application. Conditions 1-8 from the study shall be implemented during site construction.
Impact CR-7: Impacts on Buried/Undiscovered Traditional Cultural Properties.	CR-7	Prior to Tentative Map	Planning Services Division	This mitigation measure has been satisfied with the submittal of a Cultural Resource Study by ECORP (January 13, 2015) as part of project application. Conditions 1-8 from the study shall be implemented during site construction.
Impact E-1: Long-Term Project Energy Use Impact.	E-1	Prior to Issuance of Building Permit	Building Division	Compliance with Title 24 shall be verified prior to issuance of building permits.
Impact E-2: Transportation-Related Energy Consumption	E-2	Prior to Issuance of Building Permit	Building Division	This mitigation measure will occur at the time of building permit issuance. However, the Tentative Map has bikeways and pedestrian circulation plan and bus turnouts provided in the project.

Transportation Division-Project Specific Conditions

9. **Road Design Standards:** The Developer shall construct all roads in conformance with the County Design and Improvements Standard Manual (DISM) and the Valley View Specific Plan, modified as shown on the Tentative Map and as presented in Table 1 (the requirements outlined in Table 2 are minimums).

Table 2. East Ridge Tentative Subdivision Map Road Improvements				
ROAD NAME	WIDTH*	R/W	DESIGN SPEED	EXCEPTIONS/ NOTES
Valley View Parkway (Public Street)	24 ft each direction with raised median	70ft	40 mph	Tentative Map Section I Raised median width varies 6ft – 14ft. No median at turn pockets. 6ft sidewalk (inclusive of top of curb) on one side. Type II vertical curb.(DISM Pg 17, Sec 2.E. C,G & S)
“A” (Valley View to “I” St) “N” Street (“A” St to “Q” St) “Q” Street	40 ft	50 ft	25 mph	Tentative Map Section II 4ft minimum sidewalk both sides. Type I rolled curb** Private Streets.
“I”, “K”, “V” Streets	40 ft	50 ft	25 mph	Tentative Map Section II 4ft minimum sidewalk one side. Type I rolled curb.** Private Streets.
“A” St (Valley View to “L” St) “B” Street, “B” Court “C” Street “C” Court “D” Street, “D” Court “E” Street “G” Court “H” Court “I” Court “K” Court (“V” St to “D” Court) “L” Street, “L” Court “M” St (Valley View to “G” Ct) “M” St (“O” Cir to “Q” St) “N” St (“Q” St to “M” St) “O” Circle, “O” Court	30 ft	40 ft	25 mph	Tentative Map Section III. No sidewalks. Type E (mountable) Hot Mixed Asphalt (HMA) Dike on lot access frontage. Type A (vertical) HMA Dike on open space lots and non-access frontage. Private Streets.

"Q" Court "R" Street "S" Street "Z" Street				
"A" Court "M" St ("G" Ct to "O" Cir) "K" Court ("D" Ct to CDS) "E" Court "F" Street "F" Court "G" Street "H" Street "J" Court "M" Court "N" Court "T" Street, "T" Court "U" Street, "U" Circle "X" Street "Y" Street	30 ft	40 ft	25 mph	Tentative Map Section IV. Cross-sloped to roadside ditch. Private Streets.

10. **Off-Site Roadway Improvements:** The following off-site Traffic Control improvements shall be constructed and included in the project improvement plans.

- a) Valley View Parkway northbound approach to White Rock Road; re-stripe the existing left turn pocket on Valley View Parkway, to extend from the existing raised median, north to the White Rock Road crosswalk / limit line. Centerline striping shall conform to Detail 22, Caltrans Standard Plan A20A. Channelizing line shall conform to Detail 38, Caltrans Standard Plan A20D. Placement of two (2) Type III (L) Arrows conforming to Caltrans Standard Plan A24B, or if so determined by the Transportation Division, two (2) Type IV (L) arrows conforming to Caltrans Standard Plan A24A.
- b) The Developer shall place signing, striping and pavement markings to create an all-way stop-controlled intersection at Valley View Parkway and Blackstone Parkway. Pavement markings shall include limit lines and/or crosswalks, "Stop" and "Stop Ahead" markings.

Final configuration of Traffic Control Improvements will be determined at the Improvement Plan Stage, subject to review and approval by the Transportation Division.

11. **Offer of Dedication, Interior Roads:** Interior Roads are private and are to be maintained by a Homeowner's Association. The County will reject any offer of dedication.

12. **Offer of Dedication, Valley View Parkway:** The Developer shall offer to dedicate, in fee, the rights of way for Valley View Parkway shown as “Lot R” on the tentative map, with the final map. Said offer shall include all appurtenant slopes, drainage, pedestrian, public utility, or other public service easements as determined necessary by the County.

The offer will be accepted by the County, provided that a County Service Area Zone of Benefit has been created and funded to provide for maintenance of Valley View Parkway

13. **Encroachment Permit:** The Developer shall obtain an encroachment permit from TD for the connection of Valley View Parkway Extension to the existing Valley View Parkway, and the Off-Site Traffic Control Improvements. The improvements shall be completed to the satisfaction of TD or the Developer shall obtain an approved improvement agreement with security, prior to the filing of the map.

Transportation Division Standard Conditions

14. **TIM Fees:** The Developer shall pay the traffic impact mitigation fees at issuance of building permit.
15. **Off-site Easements:** Developer shall provide all necessary recorded easements for any drainage, slope and road improvements crossing the property line prior to approval of the improvement plans.
16. **Driveway Cuts:** 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. Attention should be given to the minimum required sight distance at all driveway encroachments. As an alternative, a Notice of Restriction shall be filed against all downhill lots with fill in excess of 6 feet which allows structural driveway access only.
17. **Secondary Access:** Where required by the local Fire Agencies, 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 with the exception of model homes.
18. **Turnaround:** If required by the local fire district, the Developer shall provide a turnaround at the end of each phased, partially constructed roadway to the provisions of El Dorado County Design and Improvements Manual (DISM) Standard Plan 114 or approved alternatives allowed by local fire district. The improvements shall be completed to the satisfaction of the Transportation Division or the Developer shall obtain an approved improvement agreement with security, prior to the filing of the final map.

19. **Entrance Gates:** All gates providing access from a public road to a private road or driveway shall be located at least 30 feet from the public roadway and shall open to allow a vehicle to stop without obstructing traffic on that road. Additionally, gate entrances shall be at least two feet wider than the width of the traffic lane(s) serving that gate, and include a turn-around area in front of the gate. Exceptions may be allowed with the approval of the local Fire Agencies and concurrence from Transportation Division.
20. **Easements:** All existing and proposed easements shall be shown on the project grading plans, improvement plans, and final map.
21. **Signing and Striping:** The project improvement plans shall include all necessary signing and striping as required by the Transportation Division with particular attention to those areas where design waivers are approved. Signing and striping shall conform to the latest version of the California Manual on Uniform Traffic Control Devices (MUTCD).
22. **Curb Returns/ Accessibility:** All public streets where pedestrian facilities are provided shall be provided with curb ramps and cross walks meeting current accessibility standards.
23. **Maintenance Entity:** The proposed project must form an entity for the maintenance of any shared or common: private roads, parking facilities, landscaping, signs and drainage facilities. If there is an existing entity, the property owner shall modify the document if the current document does not sufficiently address maintenance of the roads, parking facilities, landscaping, signs, and drainage facilities of the current project. TD shall review the document forming the entity to ensure the provisions are adequate prior to filing of the final map.
24. **Common Fence/Wall Maintenance:** The responsibility for, and access rights for, maintenance of any fences and walls constructed on property lines shall be included in the Covenants, Codes and Restrictions (CC&Rs).
25. **Construction Hours:** Construction activities shall be conducted in accordance with the County Health, Safety, and Noise Element and limited to the daylight hours between 7:00 a.m. and 7:00 p.m. on Monday through Saturday. Prohibit construction on Sunday.
26. **Consistency with County Codes and Standards:** The Developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual and Specific Plan (as may be modified by these Conditions of Approval or by approved Design Waivers) from the Transportation Division and pay all applicable fees prior to filing of the final map.

Additionally, the project improvement plans and grading plans shall conform to the County Grading, Erosion and Sediment Control Ordinance, Grading Design Manual, the Drainage Manual, Off-Street Parking and Loading Ordinance, all applicable State of

California Water Quality Orders, the State of California Handicapped Accessibility Standards, and the California Manual on Uniform Traffic Control Devices (MUTCD).

27. **Import/Export Grading Permit:** Any import, or export to be deposited or borrowed within El Dorado County, shall require an additional grading permit for that offsite grading.
28. **Improvement Plan Review:** Grading and improvement plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the Transportation Division. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Transportation Division shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. Grading plans shall incorporate appropriate erosion control measures as provided in the El Dorado County Grading Ordinance, Drainage Manual and as required otherwise by Law.
29. **RCD Coordination:** The timing of construction and method of re-vegetation shall be coordinated with the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the Developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Transportation Division. The Transportation Division shall approve or conditionally approve such plans and cause the Developer to implement said plan on or before October 15.
30. **Soils Report:** At the time of the submittal of the grading or improvement plans, the Developer shall submit a soils and geologic hazards report (meeting the requirements for such reports provided in the El Dorado County Grading Ordinance) to, and receive approval from the El Dorado County Community Development Agency. Grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations and address, at a minimum, grading practices, compaction, slope stability of existing and proposed cuts and fills, erosion potential, ground water, pavement section based on TI and R values, and recommended design criteria for any retaining walls.
31. **Water Quality Stamp:** All new or reconstructed drainage inlets shall have a storm water quality message stamped into the concrete, conforming to the Storm Water Quality Design Manual for the Sacramento and South Placer Regions, Chapter 4, Fact Sheet SD-1. All stamps shall be approved by the El Dorado County inspector prior to being used.
32. **Drainage Study / NPDES Compliance:** The project proposes to create more than 5000 square feet impervious surface. This qualifies the project as a "Regulated Project" under section E.12.c of the California State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ (Order).

The project has implemented a comprehensive urban runoff control program in accordance with Mitigation Measure H-6 from the project E.I.R. to mitigate non-point

source water quality effects from the project. Additionally, the project must comply with State-mandated County regulations in effect at the time of issuance of construction permits.

The Developer shall provide a final drainage report with the project grading and/or improvement plans, consistent with the County Drainage Manual, the project urban runoff control program, the Carson Creek Regional Drainage Study, and State and Federal water quality regulations in effect at that time. The Drainage Report shall address storm water runoff increase, impacts to downstream facilities and properties, and identification of appropriate storm water quality management practices to the satisfaction of the Transportation Division.

Pursuant to Section 1.8.3 of the Drainage Manual, the report shall be prepared by a Civil Engineer who is registered in the State of California. A Scoping Meeting for the required drainage study between County staff and the engineer shall occur prior to the first submittal of improvement plans. The engineer shall bring a watershed map and any other existing drainage system information to the Scoping Meeting. The improvements shall be completed to the approval of the Transportation Division prior to occupancy.

33. **Drainage (Cross-Lot):** Cross lot drainage shall be avoided wherever possible. (DISM Pg 15, Sec 2.C.1.c.)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. As an alternative, the CC&R's may contain a provision for the downstream property owner(s) to accept sheet flow for the upstream property owners, subject to the review and approval by the Transportation Division at the improvement plan stage. Additionally the East Ridge Village Design Review Committee shall review all home site plans for drainage.
34. **Drainage Easements:** Pursuant to Section 4.D of the DISM, the site plans shall show drainage easements for all on-site drainage courses and facilities and shall be included on site grading plans.
35. **NPDES Construction Permit:** The project proposes to disturb more than 1 acre of land and therefore, is required to obtain coverage under the California State Water Resources Control Board Construction General Permit Order No. 2009-0009-DWQ (CGP), including any and all amendments or revised orders issued by the SWRCB.

The Developer shall demonstrate compliance with the CGP (or equivalent permit issued by the SWRCB) prior to issuance of construction permits by County.

36. **Electronic Documentation:** Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the Developer will provide a CD to Transportation Division with the drainage report, structural wall calculations, and

geotechnical reports and record drawings in PDF format (TIF format optional for record drawings only).

Air Quality Management District

37. **Asbestos Dust:** Current county records indicate this subject property is located within the Asbestos Review Area. An Asbestos Dust Mitigation Plan (ADMP) Application with appropriate fees shall be submitted to and approved by the AQMD prior to project construction if a grading permit is required by the County or if the project moves more than 20 cubic yards of soil. (Rules 223 and 223.2). The project shall adhere to the regulations and mitigation measures for fugitive dust emissions asbestos hazard mitigation during the construction process. Mitigation measures for the control of fugitive dust shall comply with the requirements of Rule 223 and 223.2.
38. **Paving:** Project construction will involve road development and shall adhere to AQMD Cutback and Emulsified Asphalt Paving Materials (Rule 224).
39. **Painting/Coating:** The project construction may involve the application of architectural coating, which shall adhere to AQMD Rule 215 Architectural Coatings.
40. **Open Burning:** Burning of wastes that result from "Land Development Clearing" must be permitted through the AQMD. Only vegetative waste materials may be disposed of using an open outdoor fire (Rule 300 Open Burning).
41. **Construction Emissions:** During construction, all self-propelled diesel-fueled engines greater than 25 horsepower shall be in compliance with the California Air Resources Board (ARB) Regulation for In-Use Off-Road Diesel Fueled Fleets (§ 2449 et al, title 13, article 4.8, chapter 9, California Code of Regulations (CCR)). The full text of the regulation can be found at ARB's website here: <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>. An applicability flow chart can be found here: http://www.arb.ca.gov/msprog/ordiesel/faq/applicability_flow_chart.pdf. Questions on applicability should be directed to ARB at 1-866-634-3735. ARB is responsible for enforcement of this regulation.
42. **Portable Equipment:** All portable combustion engine equipment with a rating of 50 horsepower or greater shall be under permit from the California Air Resources Board (CARB). A copy of the current portable equipment permit shall be with said equipment. The applicant shall provide a complete list of heavy-duty diesel-fueled equipment to be used on this project, which includes the make, model, year of equipment, daily hours of operations of each piece of equipment.

El Dorado Hills Fire Department

43. **Potable Water System:** The potable water system with the purpose of fire protection for this residential development shall provide a minimum fire flow of:

- A. Option 1: 1,000 gallons per minute with a minimum residual pressure of 20 psi for a two-hour duration. This requirement is based on a structure 6,200 square feet or less in size, Type V-B construction;
- B. Option 2: 1,125 gallons per minute with a minimum residual pressure of 20 psi for a two-hour duration. This requirement is based on a structure 6,201 - 7,700 square feet or less in size, Type V-B construction;
- C. Option 3: 1,250 gallons per minute with a minimum residual pressure of 20 psi for a two-hour duration. This requirement is based on a structure 7,701 - 9,400 square feet or less in size, Type V-B construction;
- D. Option 4: 1,375 gallons per minute with a minimum residual pressure of 20 psi for a two-hour duration. This requirement is based on a structure 9,401 - 11,300 square feet or less in size, Type V-B construction;
- E. All homes shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. 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 this system shall be supplied to the Fire Department for review and approval.

Conformance with this condition shall be verified prior to approval of Improvement Plan.

- 44. **Mueller Dry Barrel:** This development shall install Mueller Dry Barrel fire hydrants, or any hydrant approved by the El Dorado Irrigation District, for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. The exact location of each hydrant shall be determined by the Fire Department at the improvement plan stage. Hydrants shall be located on the same side of the streets designated as “No Parking” where possible. Conformance with this condition shall be verified prior to approval of Improvement Plan.
- 45. **Roadway Marking:** In order to enhance nighttime 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 State Fire Safe Regulations. Conformance with this condition shall be verified prior to approval of Improvement Plan.
- 46. **Installation of Access Roadways and Fire Hydrant:** In order to provide this development with adequate fire and emergency medical response during construction, all access roadways and fire hydrant systems shall be installed and in service prior to combustibles being brought onto the site as specified by the Fire Department, Standard B-003. Conformance with this condition shall be verified prior to approval of Improvement Plan.

47. **Wildfire Safe Plan:** This development shall be conditioned to implement the Wildland Fire Safe Plan dated August 1998, and Amendment A to the Wildland Fire Safe Plan dated August 24, 2014. Conformance with this condition shall be verified prior to approval of Improvement Plan.
48. **Non-combustible Fencing:** Lots that back up to wildland open space shall be required to use non-combustible type fencing. Conformance with this condition shall be verified prior to approval of Improvement Plan.
49. **Traffic Calming Device:** This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump/dip section of roadway. Conformance with this condition shall be verified prior to approval of Improvement Plan.
50. **Driveways:** Driveways shall be designed according to the following standards:
 - A. The driveways serving this project shall be designed to a maximum of 16% grade and can be increased to 20% if paved.
 - B. Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. A turnaround shall be provided at all building sites on driveways over 300 feet in length, and shall be within 50 feet of the building.
 - 1) The following lots will require special attention to this section: Lots 22, 49, 52, 123, 337, 339, 648, 652, 653, 654, 675, 682, 698,700, and 701.
 - 2) The El Dorado Hills Fire Department will review the driveway profiles for all lots in East Ridge as the building plans are pulled.
 - C. All driveways shall be a minimum of 12 feet wide and be cleared of vegetation to an unobstructed vertical clearance of not less than 15 feet. Conformance with this condition shall be verified prior to approval of Improvement Plan.
51. **Emergency Vehicular Access (EVA):** No portion of EVA – 01 (Blackstone) shall exceed 16%. Conformance with this condition shall be verified prior to approval of Improvement Plan.
52. **Gates Installation:** Gates within the subdivision shall be installed according to the following standards:
 - A. Any gate shall meet the El Dorado Hills Fire Department Gate Standard B-002.
 - B. All gates providing access to the EVA's located at Blackstone, Ryan Ranch, and Marble Valley shall meet the El Dorado Hills Fire Department Gate Standard B-002.

- C. Any gate located on a trail or service road shall be equipped with a swing type gate with a Knox lock so fire apparatus may gain access to the trail or service road. No bollards are allowed.

Conformance with this condition shall be verified prior to approval of Improvement Plan.

- 53. **Parking:** All parking restrictions as stated in the El Dorado Hills County Water District Ordinance 36 shall be in effect. Parking will be allowed as follows:

- A. Valley View Parkway – no parking
- B. East Ridge Collector – parking on both sides of the street
- C. Local Road – Type 1 – Parking on one side of the street only. The curb on the side of the street with a sidewalk shall be painted red or signed every 25 feet “no parking fire lane.” This shall be white letters on a red background.
- D. Local Road – Type 2A – Parking on one side of the street only. The curb on one side of the street shall be painted red or signed every 25 feet “no parking fire lane.” This shall be white letters on a red background.
- E. Local Road – Type 2B – Parking on one side of the street only. The curb on one side of the street shall be painted red or signed every 25 feet “no parking fire lane.” This shall be white letters on a red background.
- F. No parking is allowed in any gated entry area.

Conformance with this condition shall be verified prior to approval of Improvement Plan.

- 54. **Dead End Roads:** This project may be phased so long as dead end roads do not exceed 800 feet or 24 parcels; whichever comes first. Alternate phasing options may be discussed between the property owner and fire department. Conformance with this condition shall be verified prior to approval of Improvement Plan.

County Surveyor

- 55. **Survey Monuments:** All survey monuments must be set prior to filing the Final Map or the developer shall have surety of work to be done by bond or cash deposit. Verification of set survey monuments, or amount of bond or deposit to be coordinated with the County Surveyors Office prior to the filing of the Final Map.
- 56. **Road Name:** The roads serving the development shall be named by submitting a completed Road Name Petition to the County Surveyors Office prior to filing the Final Map with the Board of Supervisors. Proof of any signage required by the Surveyor’s Office must also be

provided prior to filing the Final Map. All associated fees will be the responsibility of the applicant.

El Dorado Hills Community Services District

57. **Parkland Dedication:** Pursuant to Section 16.12.090 of the El Dorado County Subdivisions Ordinance, the project is subject to the dedication of land, the payment of fees in lieu thereof, or a combination of both. Parkland dedication shall be calculated based upon factors for development within the El Dorado Hills Community Services District. Parks shall be offered to the El Dorado Hills Community Services District. Prior to the recordation of the first final map, the applicant shall show evidence of an agreement with the El Dorado Hills Community Services District for location, size, improvements, and timing of dedication/acceptance of the parks, and assure compliance with the parkland dedication requirements.

File No. DA22-0001
Approved Large Lot Map (TM14-1521-F) - Exhibit G

LARGE LOT FINAL MAP OF
EASTRIDGE VILLAGE

PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T.9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T.9 N., R.9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

Cta Engineering & Surveying

NOVEMBER, 2015 PAGE 1 OF 9 SCALE: NA

OWNER'S STATEMENT

THE UNDERSIGNED OWNERS OF RECORD TITLE INTEREST HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

EL DORADO LAND VENTURES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

EAST RIDGE HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: HBT EAST RIDGE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: William B. Bunce
WILLIAM B. BUNCE
MANAGING MEMBER

BY: HBT EAST RIDGE, LLC
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: William B. Bunce
WILLIAM B. BUNCE
MANAGING MEMBER

VALLEY VIEW REALTY INVESTMENTS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: HBT EAST RIDGE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGING MEMBER

BY: William B. Bunce
WILLIAM B. BUNCE
MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

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) SS
ON Oct. 27 2015, BEFORE ME, Sean Stephen Sowers, A NOTARY PUBLIC,

PERSONALLY APPEARED WILLIAM B. BUNCE, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITIES, AND THAT BY HIS SIGNATURES ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.

Sean Stephen Sowers
NOTARY PUBLIC

COMMISSION NO: 2005894

COMMISSION EXPIRES: Feb. 28, 2017

MY PRINCIPAL PLACE OF BUSINESS IS: El Dorado COUNTY

BENEFICIARY'S STATEMENT

THE UNDERSIGNED AS BENEFICIARY UNDER DEED OF TRUST RECORDED FEBRUARY 5, 2014, SERIES NO. 2014-4864, OFFICIAL RECORDS OF EL DORADO COUNTY, AND FIRST AMENDMENT RECORDED JUNE 23, 2015, SERIES NO. 2015-28468 HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP. 27438

EAST RIDGE INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
By: Ron Bertolina, a California corporation

NAME: Ron Bertolina
TITLE: Vice President

NOTARY ACKNOWLEDGMENT

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) SS
ON October 29, 2015, BEFORE ME, MAN VANG, A NOTARY PUBLIC,

PERSONALLY APPEARED RON BERTOLINA, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITIES, AND THAT BY HIS SIGNATURES ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.

Man Vang
NOTARY PUBLIC

COMMISSION NO: 2117555

COMMISSION EXPIRES: JUNE 28, 2019

MY PRINCIPAL PLACE OF BUSINESS IS: SACRAMENTO COUNTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, THE SURVEY IS TRUE AND COMPLETE AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF EAST RIDGE HOLDINGS, LLC, ET AL. IN MAY, 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 10/26/2015

Kevin A. Heaney
KEVIN A. HEANEY, L.S. 8914



J-142

TENTATIVE MAP TM14-1521 APPROVED 06-11-2015

EXISTING ASSESSOR'S PARCEL NO.'S 118-130-31, 47, 48, 49, 56, 57 & 58

NOTICE OF RESTRICTION

A NOTICE OF RESTRICTION RECORDED IN DOCUMENT NO. 2015-0058730 AFFECTS LOTS 1-65, LIMITING DEVELOPMENT TO PHASING & FINANCING PURPOSES ONLY.

COUNTY SURVEYOR'S STATEMENT

I HAVE EXAMINED THE MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATE: 11-23-15

BY: Richard L. Briner
RICHARD L. BRINER, L.S. 5084
COUNTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA



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

**COMMUNITY DEVELOPMENT AGENCY
COUNTY ENGINEER'S STATEMENT**

I, ANDREW S. GABER, THE UNDERSIGNED, HEREBY STATE THAT THERE ARE NO IMPROVEMENTS REQUIRED AT THIS TIME, AND THAT THE ROADS SHOWN HEREON SHALL BE CONSTRUCTED WITH THE FILING OF EACH SUBSEQUENT FINAL MAP FOR THIS PROJECT.

DATE: Nov 19, 2015

BY: Andrew S. Gaber
ANDREW S. GABER, RCE 45187
COUNTY ENGINEER
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION
COUNTY OF EL DORADO, CALIFORNIA



**COMMUNITY DEVELOPMENT AGENCY
DEVELOPMENT SERVICES DIRECTOR'S STATEMENT**

I, ROGER TROUT, HEREBY STATE THAT THIS FINAL MAP CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP OF THIS SUBDIVISION APPROVED ON 06-11-2015 BY THE PLANNING COMMISSION AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL CONDITIONS IMPOSED UPON SAID APPROVALS HAVE BEEN SATISFIED.

DATE: Nov. 23, 2015

BY: Roger Trout
ROGER TROUT
COMMUNITY DEVELOPMENT AGENCY
DEVELOPMENT SERVICES DIRECTOR
COUNTY OF EL DORADO, CALIFORNIA

BY: Tiffany Schmidt
TIFFANY SCHMIDT
PRINCIPAL PLANNER
COUNTY OF EL DORADO, CALIFORNIA

COUNTY TAX COLLECTOR'S STATEMENT

I, C.L. RAFFEY, HEREBY STATE THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE PROVIDED THAT THE FINAL MAP IS ACCEPTED FOR RECORD AND FILED PRIOR TO THE NEXT SUCCEEDING LIEN DATE.

DATE: 11/23/2015

BY: C.L. Rafferty
C.L. RAFFEY
TAX COLLECTOR
COUNTY OF EL DORADO, CALIFORNIA

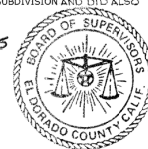
BY: Cami Roberts, 11/23/15
DEPUTY

BOARD CLERK'S STATEMENT

I, JAMES S. MTRISIN, HEREBY STATE THAT THE BOARD OF SUPERVISORS, BY ORDER ON DEC 15, 2015, ADOPTED AND APPROVED THIS FINAL MAP OF THIS SUBDIVISION AND DID ALSO ABANDON THE EASEMENT REFERENCED IN THE NOTES.

BY: James S. Mtrisin
JAMES S. MTRISIN
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF EL DORADO, CALIFORNIA

DATE: 12/16/15



BY: Marcia McFarland

COUNTY RECORDER'S CERTIFICATE

FILED THIS 18 DAY OF December, 2015 AT 08:31:59, IN BOOK J, OF MAPS, AT PAGE 142, DOCUMENT NO. 2015-58729, AT THE REQUEST OF EASTRIDGE HOLDINGS, LLC, ET AL.

TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION IS GUARANTEED BY TITLE CERTIFICATE NO. 1601-1393 PREPARED BY

PLACER TITLE COMPANY AND IS ON FILE IN THIS OFFICE.

BY: William E. Schultz
WILLIAM E. SCHULTZ
COUNTY RECORDER, CLERK
COUNTY OF EL DORADO, CALIFORNIA

BY: Kristen Molt
DEPUTY

J-142

J-142

J-142

J-142A

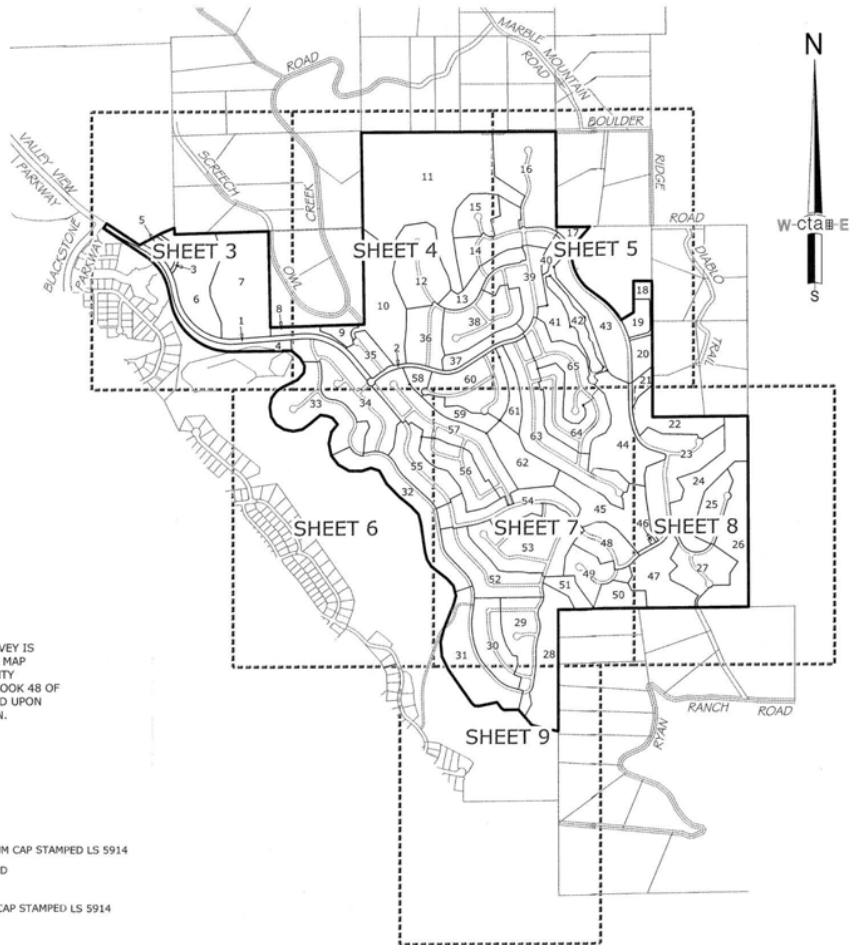
J-142A

LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T.9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T.9 N., R.9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

cta Engineering & Surveying

NOVEMBER, 2015 PAGE 2 OF 9 SCALE: 1"= 1000'



REFERENCES

- | | |
|---------------|---------------|
| 1. PM 51-77 | 13. PM 19-39 |
| 2. PM 48-70 | 14. PM 29-142 |
| 3. PM 47-97 | 15. PM 10-117 |
| 4. PM 47-145 | 16. PM 10-100 |
| 5. SD J-43 | 17. PM 17-92 |
| 6. SRS 17-45 | 18. PM 10-58 |
| 7. PM 22-80 | 19. PM 19-139 |
| 8. PM 22-81 | 20. PM 48-139 |
| 9. RS 9-118 | 21. SD J-111 |
| 10. PM 31-28 | 22. RS 29-87 |
| 11. PM 10-66 | 23. RS 31-111 |
| 12. PM 19-116 | |

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THAT CERTAIN PARCEL MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK 48 OF PARCEL MAPS, AT PAGE 70 AND IS BASED UPON MONUMENTS SHOWN AS FOUND HEREON.

LEGEND

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- FOUND 5/8" REBAR WITH ALUMINUM CAP STAMPED LS 5914
- FOUND SECTION CORNER AS NOTED
- ◆ FOUND 1/4 CORNER AS NOTED
- ⊙ SET 5/8" REBAR WITH ALUMINUM CAP STAMPED LS 5914
- [] RECORD DATA REFERENCE
- OA OVERALL
- C.I.P. CAPPED IRON PIPE
- S.D. SUBDIVISION (BOOK-PAGE)
- P.M. PARCEL MAP (BOOK-PAGE)
- R.S. RECORD OF SURVEY (BOOK-PAGE)
- P.U.E. PUBLIC UTILITY EASEMENT

NOTES

- ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF. ALL DISTANCES ON CURVED LINES ARE CHORD DISTANCES UNLESS OTHERWISE NOTED. THE SUM OF INDIVIDUAL UNITS MAY NOT EQUAL THE OVERALL DUE TO ROUNDING.
- THE AREA CONTAINED WITHIN THIS SUBDIVISION IS 733.979 ACRES, CONSISTING OF 65 LARGE LOTS.
- THE STREETS SHOWN HEREON, INCLUDING LOTS 1 AND 2, ARE NON-EXCLUSIVE ROAD AND PUBLIC UTILITY EASEMENTS AND ARE APPROXIMATE DELINEATIONS. THE EXACT ALIGNMENTS, LOCATIONS, CONSTRUCTION AND OFFERS WILL BE FORMALLY MADE WITH EACH SUBSEQUENT PHASE AND FINAL MAP.
- ALL LOTS SHOWN HEREON ARE CREATED FOR FINANCING PURPOSES ONLY.
- LOTS 4, 5, 6, 10, 11, 17, 21, 24, 40, 42, 44, 45, 47, 51, 59, 61 AND 62 ARE OPEN SPACE LOTS AND WILL BE INCLUDED WITH SUBSEQUENT PHASES AND FINAL MAPS.
- REFER TO DOC. NO. 2004-27111 FOR DECLARATION OF RESTRICTION REGARDING WETLAND PRESERVES
- REFER TO DOC. NO. 2004-27112 FOR DECLARATION OF RESTRICTION REGARDING ELDERBERRY AVOIDANCE.

ABANDONMENT OF EASEMENTS

- THE LAND SHOWN HEREON IS HEREBY MERGED AND RESUBDIVIDED. THE FOLLOWING PUBLIC STREETS AND/OR EASEMENTS ARE HEREBY ABANDONED PURSUANT TO SECTION 66499.20. 2 OF THE GOVERNMENT CODE:
- THE 96' ROAD AND UTILITY EASEMENT AS SHOWN ON THE PARCEL MAPS FILED IN BOOK 48 OF PARCEL MAPS, PAGE 70; BOOK 51 OF PARCEL MAPS, PAGE 29 AND BOOK 51 OF PARCEL MAPS, PAGE 77, LYING WITHIN THE BOUNDARIES OF THIS MAP.

J-142A

J-142A

LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

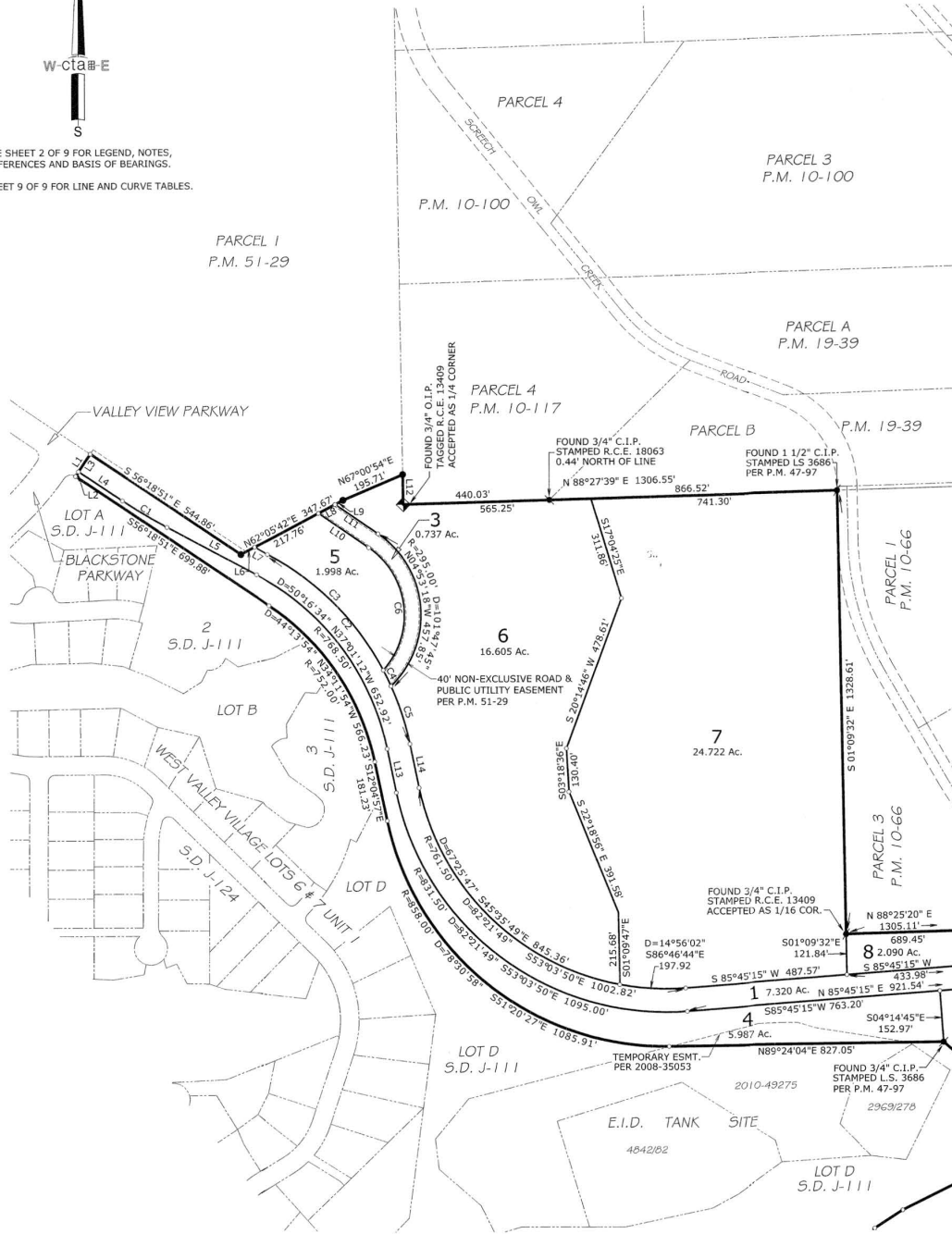
PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T.9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T.9 N., R.9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

cta Engineering & Surveying

NOVEMBER, 2015 PAGE 3 OF 9 SCALE: 1" = 200'



SEE SHEET 2 OF 9 FOR LEGEND, NOTES,
REFERENCES AND BASIS OF BEARINGS.
SEE SHEET 9 OF 9 FOR LINE AND CURVE TABLES.



J-142B

SEE SHEET 4

J-142B

J-142C

J-142C

LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

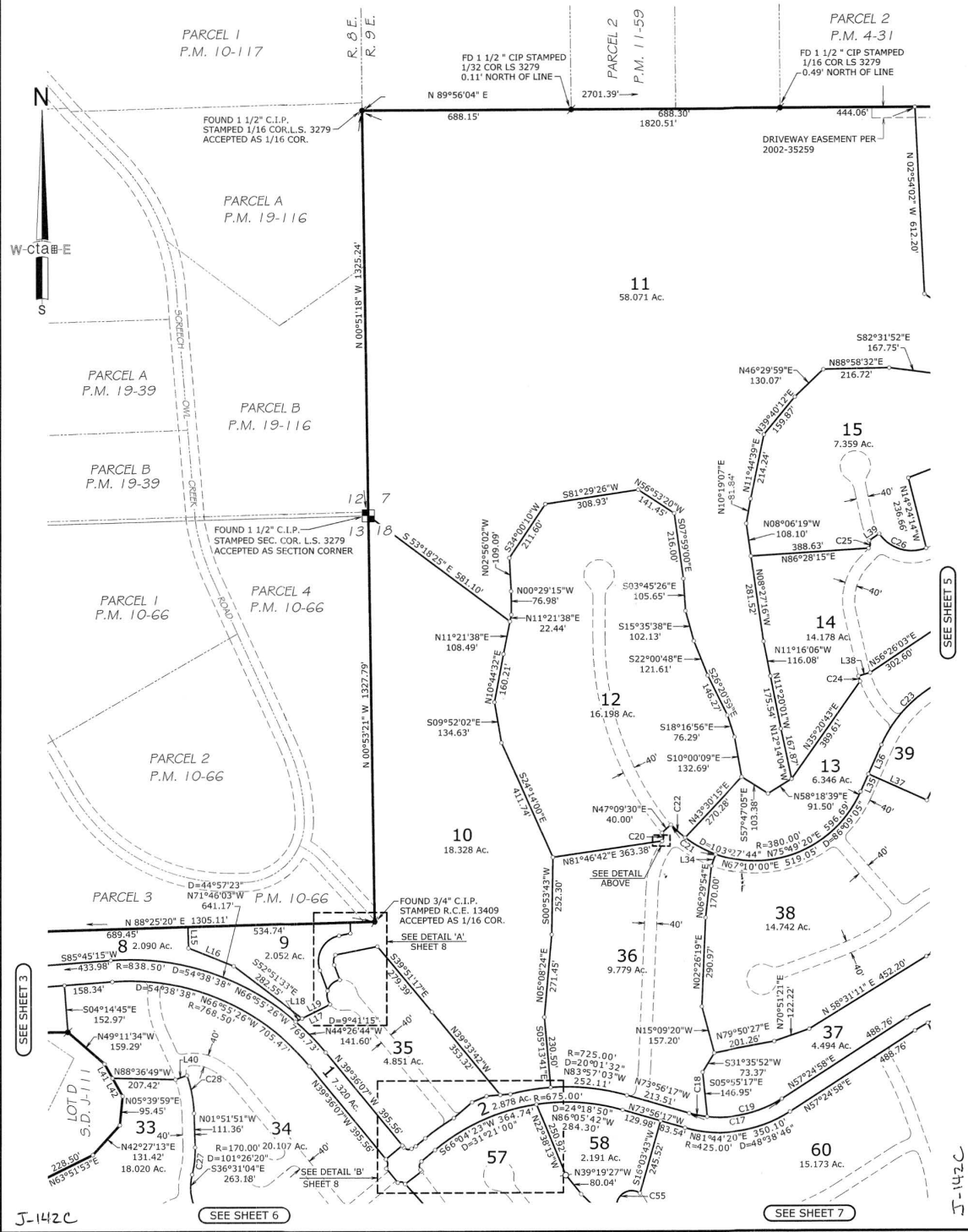
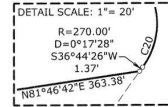
PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77 LYING IN SECTIONS 12 & 13, T. 9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T. 9 N., R. 9 E., M.D.M. COUNTY OF EL DORADO, STATE OF CALIFORNIA

cta Engineering & Surveying

NOVEMBER, 2015 PAGE 4 OF 9 SCALE: 1" = 200'

SEE SHEET 2 OF 9 FOR LEGEND, NOTES, REFERENCES AND BASIS OF BEARINGS.

SEE SHEET 9 OF 9 FOR LINE AND CURVE TABLES.



SEE SHEET 3

SEE SHEET 6

SEE SHEET 7

SEE SHEET 5

J-142C

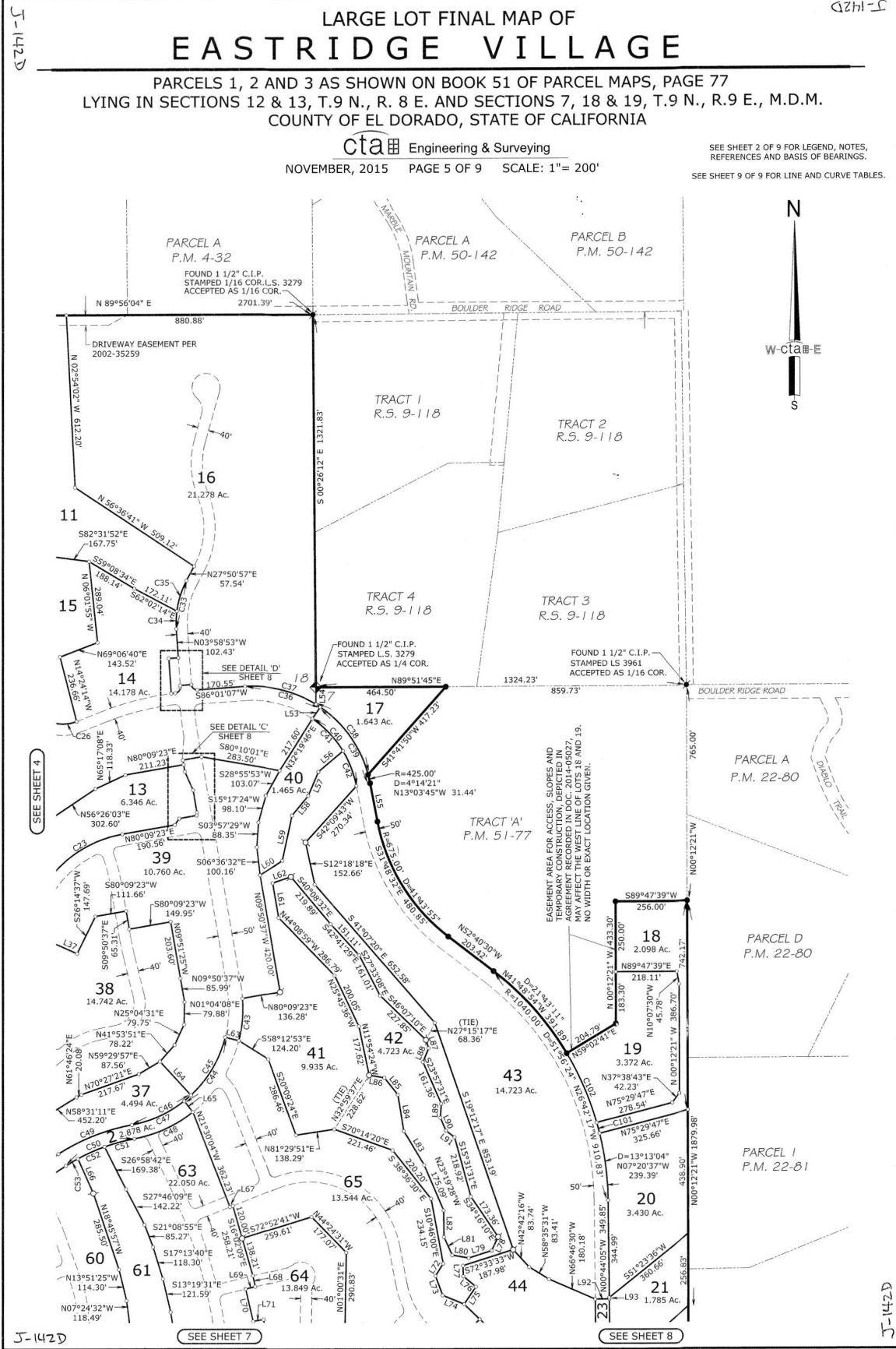
J-142C

LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T. 9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T. 9 N., R. 9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

cta Engineering & Surveying
NOVEMBER, 2015 PAGE 5 OF 9 SCALE: 1" = 200'

SEE SHEET 2 OF 9 FOR LEGEND, NOTES,
REFERENCES AND BASIS OF BEARINGS.
SEE SHEET 9 OF 9 FOR LINE AND CURVE TABLES.

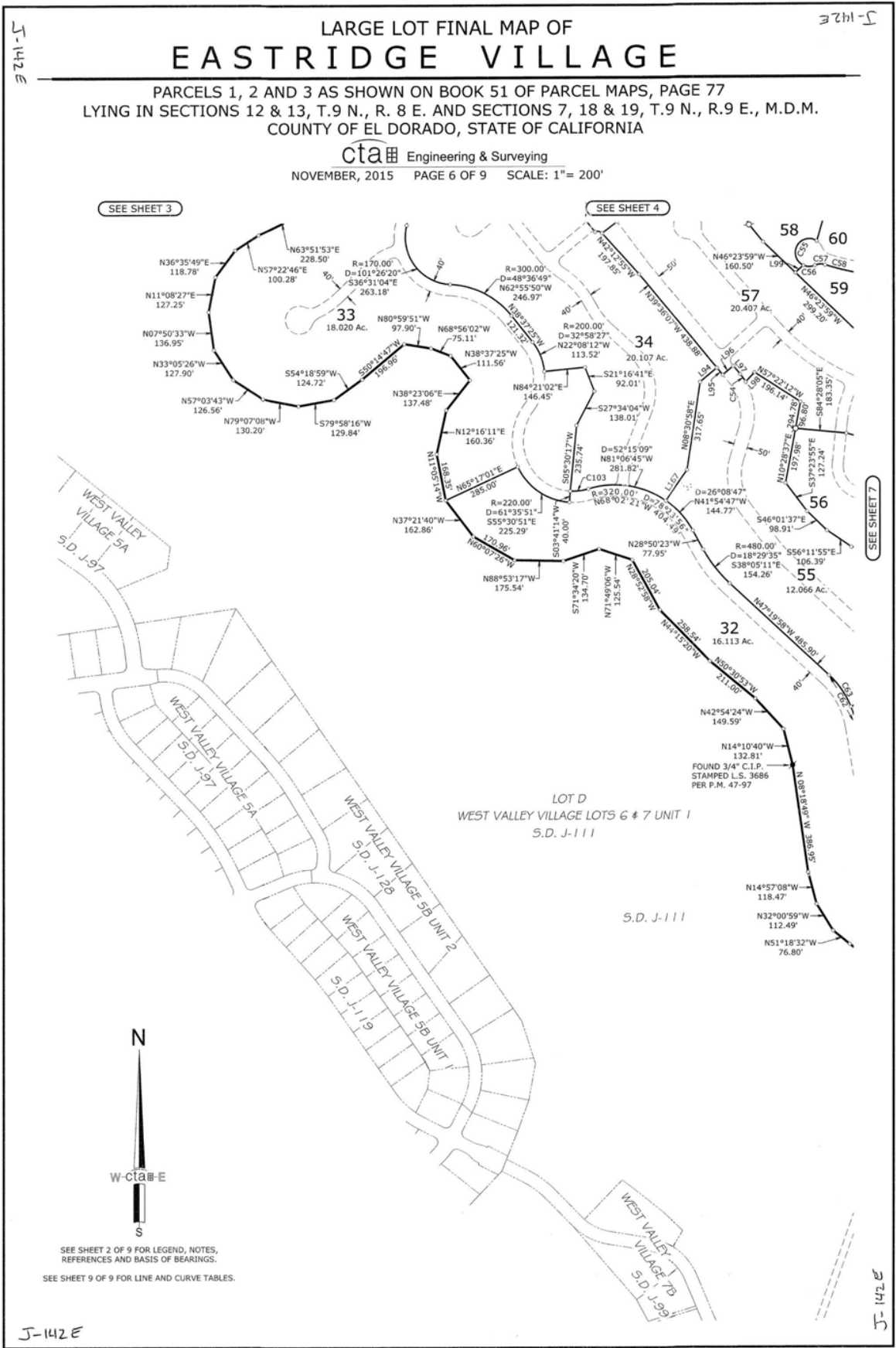


LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T.9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T.9 N., R.9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

cta Engineering & Surveying

NOVEMBER, 2015 PAGE 6 OF 9 SCALE: 1" = 200'



SEE SHEET 3

SEE SHEET 4

SEE SHEET 7

SEE SHEET 2 OF 9 FOR LEGEND, NOTES,
REFERENCES AND BASIS OF BEARINGS.
SEE SHEET 9 OF 9 FOR LINE AND CURVE TABLES.

J-142E

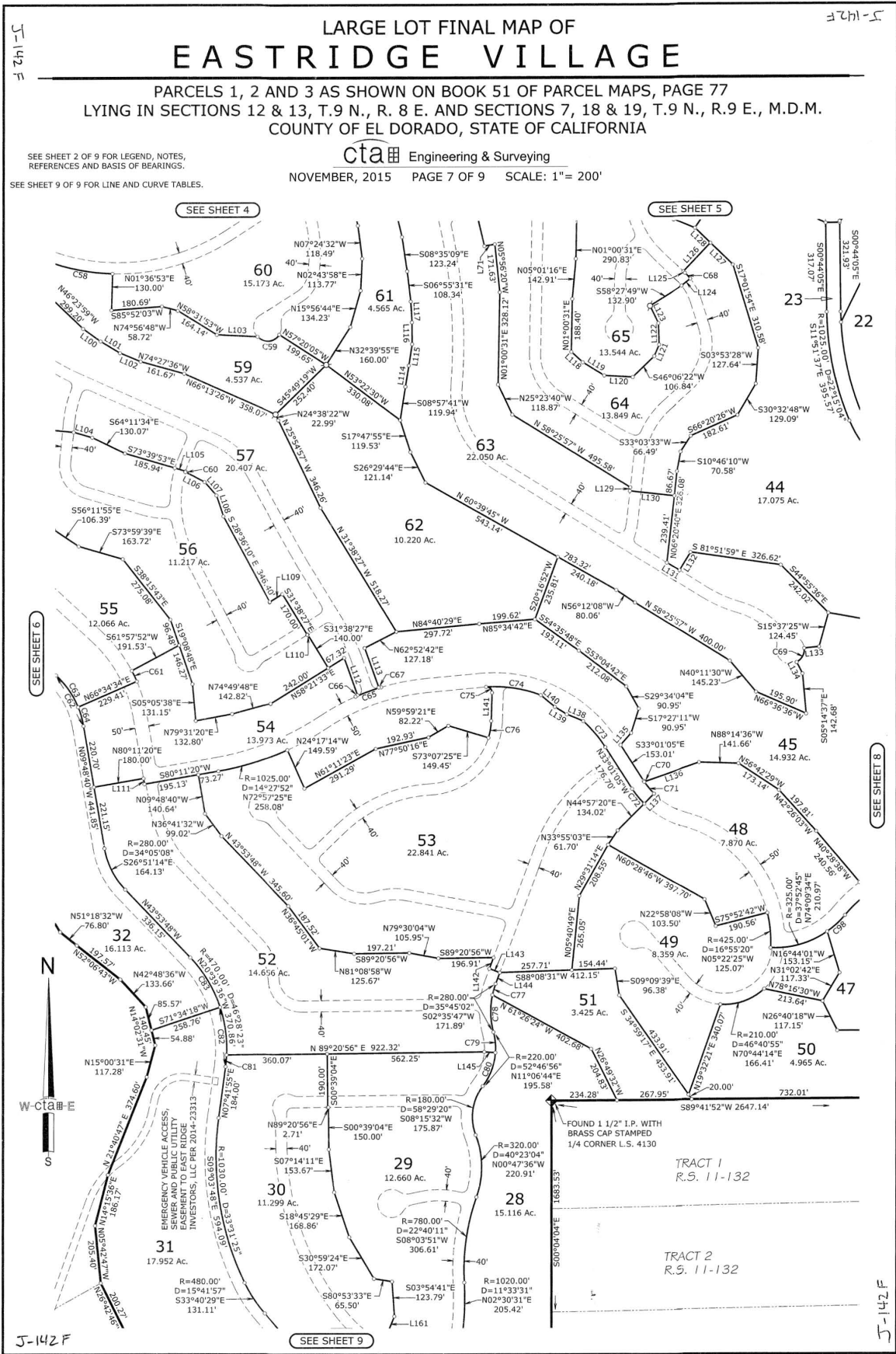
J-142E

LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T.9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T.9 N., R.9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

SEE SHEET 2 OF 9 FOR LEGEND, NOTES,
REFERENCES AND BASIS OF BEARINGS.
SEE SHEET 9 OF 9 FOR LINE AND CURVE TABLES.

cta Engineering & Surveying
NOVEMBER, 2015 PAGE 7 OF 9 SCALE: 1" = 200'

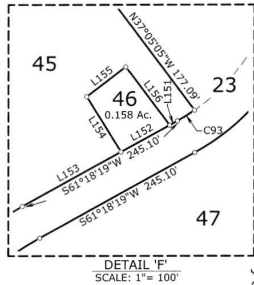
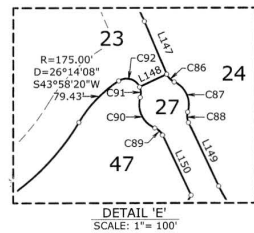
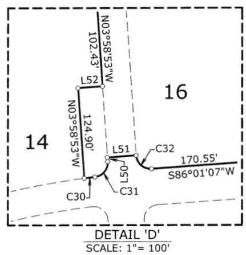
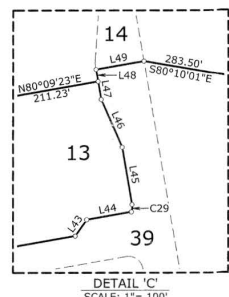
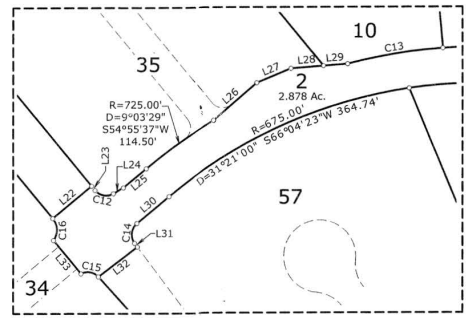
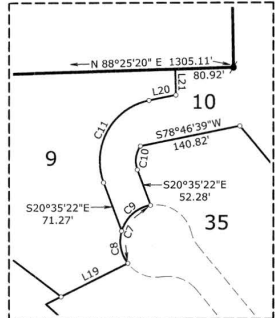
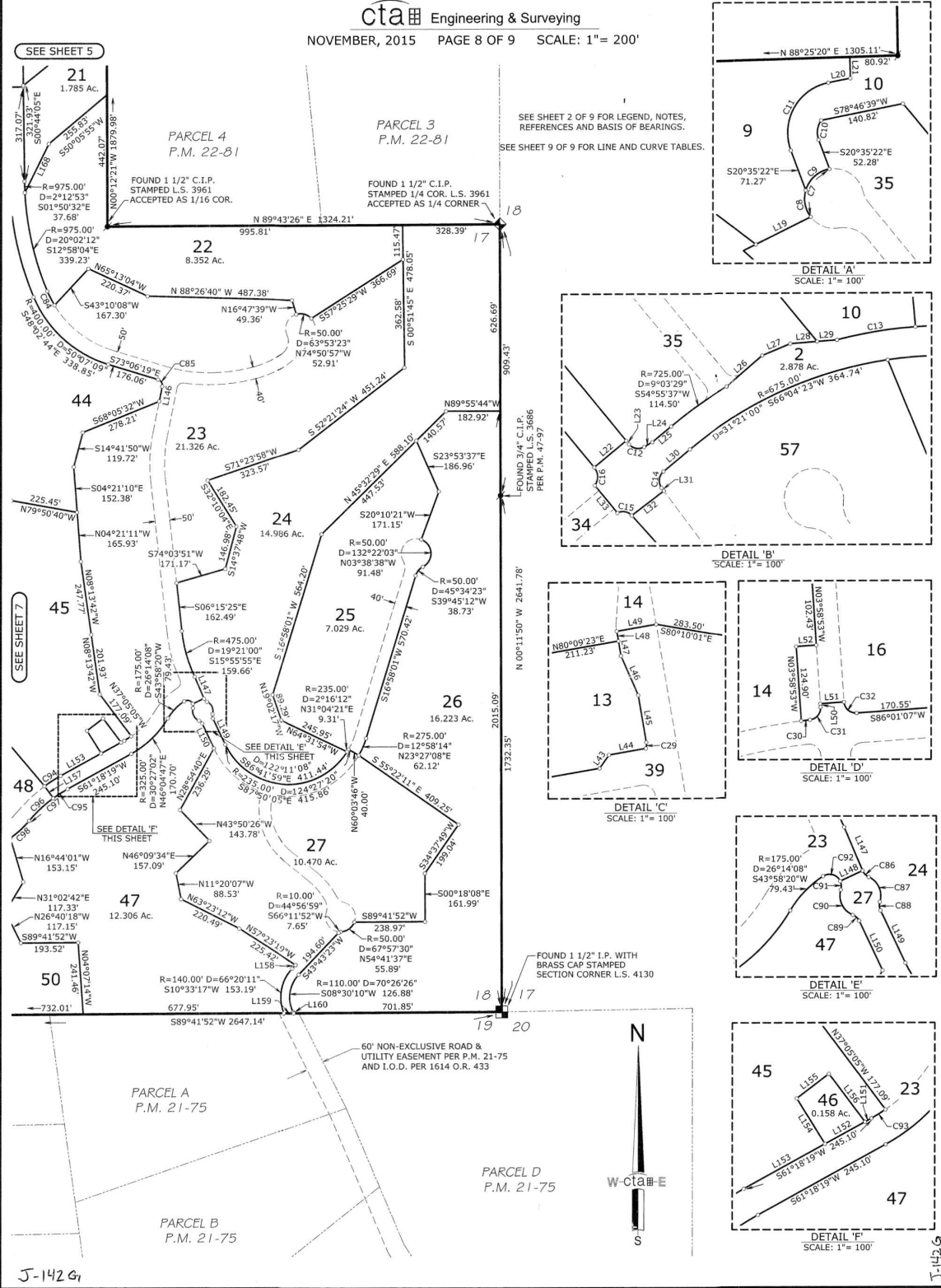


LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T.9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T.9 N., R.9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

cta Engineering & Surveying

NOVEMBER, 2015 PAGE 8 OF 9 SCALE: 1" = 200'



J-142 G

J-142 G

LARGE LOT FINAL MAP OF EASTRIDGE VILLAGE

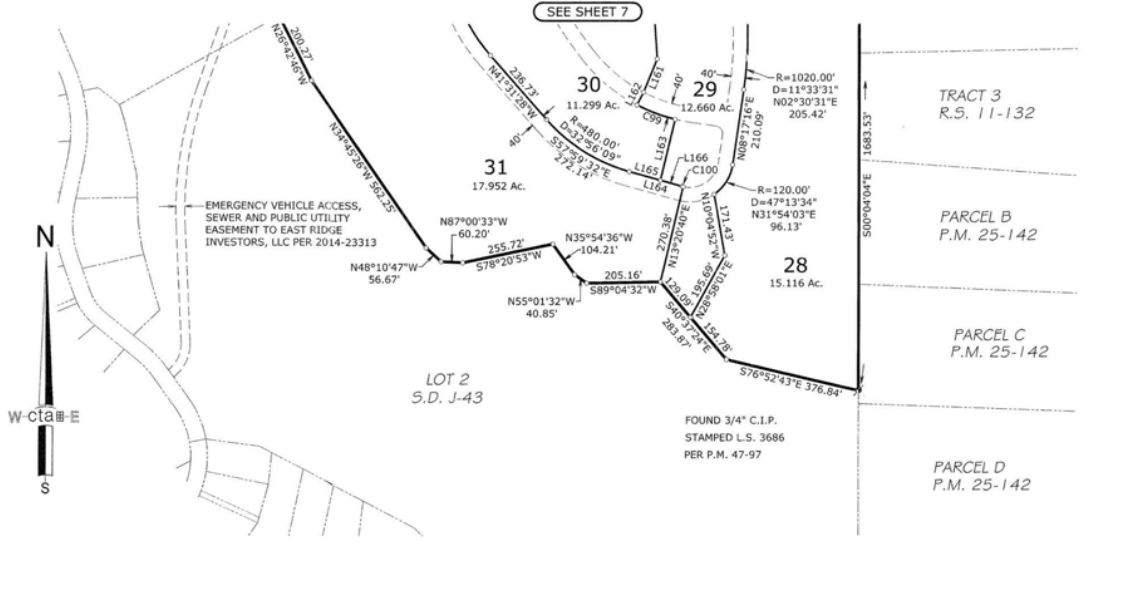
PARCELS 1, 2 AND 3 AS SHOWN ON BOOK 51 OF PARCEL MAPS, PAGE 77
LYING IN SECTIONS 12 & 13, T.9 N., R. 8 E. AND SECTIONS 7, 18 & 19, T.9 N., R.9 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA

cta Engineering & Surveying

NOVEMBER, 2015 PAGE 9 OF 9 SCALE: 1" = 200'

SEE SHEET 2 OF 9 FOR LEGEND, NOTES,
REFERENCES AND BASIS OF BEARINGS.

SEE SHEET 9 OF 9 FOR LINE AND CURVE TABLES.



LINE DATA TABLE					
LINE	BEARING	DIST.	DIST.		
L1	N13°41'09"E	80.00'	L13	N19°55'52"W	148.70'
L2	S33°41'09"W	16.50'	L14	S08°57'41"W	77.29'
L3	N33°41'09"E	63.50'	L15	S08°57'41"W	77.29'
L4	S56°18'51"E	158.67'	L16	S00°31'58"E	77.55'
L5	N62°05'42"E	46.21'	L17	S03°16'28"E	73.87'
L6	N62°05'42"E	46.21'	L18	N47°47'20"W	55.24'
L7	N62°05'42"E	44.30'	L19	N58°25'57"W	90.00'
L8	N62°05'42"E	56.57'	L20	N86°43'59"W	102.22'
L9	N62°05'42"E	27.14'	L21	S23°03'40"W	44.30'
L10	S55°47'10"E	183.56'	L22	S01°46'07"E	76.81'
L11	S55°47'10"E	157.10'	L23	S26°20'25"E	68.33'
L12	S00°59'29"E	89.93'	L24	N51°04'07"E	40.00'
L13	N11°52'56"W	134.35'	L25	S46°17'05"E	7.66'
L14	S11°52'56"W	134.35'	L26	S43°42'55"W	139.93'
L15	S01°34'40"W	69.23'	L27	S46°14'20"E	111.60'
L16	S68°24'21"E	160.33'	L28	S46°14'20"E	77.00'
L17	N63°41'38"E	126.88'	L29	N06°20'40"E	12.82'
L18	N63°41'38"E	23.62'	L30	N83°39'20"W	160.00'
L19	N63°41'38"E	103.26'	L31	S58°25'57"E	53.65'
L20	S78°46'29"W	38.01'	L32	N1°34'03"E	75.12'
L21	N01°34'40"W	35.71'	L33	S84°11'54"W	53.28'
L22	N50°23'53"E	70.00'	L34	S27°16'12"E	45.65'
L23	S39°36'07"E	7.72'	L35	S41°35'30"W	57.05'
L24	S59°51'37"W	16.01'	L36	S71°05'36"W	207.55'
L25	S49°23'53"W	41.21'	L37	N44°49'42"E	50.00'
L26	S49°19'49"W	78.91'	L38	S67°29'42"E	63.25'
L27	S67°26'42"W	51.52'	L39	S58°23'35"E	50.39'
L28	S85°33'55"W	45.18'	L40	S49°58'30"E	63.27'
L29	S85°33'55"W	33.72'	L41	N01°41'28"E	100.70'
L30	N50°23'53"E	58.21'	L42	N20°28'18"E	41.85'
L31	N37°01'59"W	6.46'	L43	N69°31'42"W	40.00'
L32	N52°58'01"E	67.82'	L44	N20°28'18"E	42.64'
L33	N39°36'07"W	59.77'	L45	S85°59'55"E	40.00'
L34	N20°14'33"E	40.00'	L46	N11°23'41"E	50.99'
L35	N24°05'28"E	62.67'	L47	N23°05'15"W	79.29'
L36	N24°05'28"E	104.80'	L48	S65°01'32"W	41.52'
L37	N65°54'32"W	211.29'	L49	S25°36'25"E	97.21'
L38	S74°07'01"W	40.00'	L50	N25°36'18"W	91.92'
L39	N55°33'38"E	40.00'	L51	N61°18'19"E	12.40'
L40	N70°46'42"E	40.00'	L52	N61°18'19"E	76.78'
L41	N29°27'04"W	53.83'	L53	N61°18'19"E	155.92'
L42	N29°27'04"W	67.77'	L54	S32°03'02"E	90.03'
L43	N35°09'23"E	27.58'	L55	S52°54'55"W	68.05'
L44	N80°09'23"E	62.86'	L56	N37°05'05"W	100.89'
L45	S09°50'37"E	80.24'	L57	S35°58'43"E	50.00'
L46	S23°52'48"E	72.15'	L58	S43°42'33"W	16.10'
L47	S09°50'37"E	25.31'	L59	S89°41'52"W	33.10'
L48	S09°50'37"E	16.62'	L60	S26°43'03"E	4.70'
L49	S80°09'23"W	67.50'	L61	S22°07'57"W	99.30'
L50	S03°58'53"E	5.77'	L62	S27°22'44"W	40.00'
L51	S88°01'07"W	40.00'	L63	S13°30'39"W	173.55'
L52	N86°01'07"E	34.00'	L64	S74°27'37"E	152.56'
L53	N34°12'58"E	50.00'	L65	S74°27'37"E	89.69'
L54	N00°26'12"W	60.34'	L66	S74°27'37"E	62.87'
L55	S10°56'34"E	138.80'	L67	N35°00'50"E	132.70'
L56	N50°03'13"E	114.59'	L68	S26°22'33"W	182.69'

CURVE DATA TABLE			
CURVE	RADIUS	DELTA	CH. BEARING
C1	1531.50'	5°50'38"	S59°14'10"E
C2	838.50'	50°16'34"	N37°01'12"W
C3	838.50'	34°09'38"	N45°04'40"W
C4	838.50'	3°37'40"	N26°11'01"W
C5	838.50'	12°29'16"	N18°07'34"W
C6	245.00'	97°59'48"	N06°47'16"W
C7	50.00'	118°47'26"	S21°33'08"W
C8	50.00'	54°07'25"	S10°46'52"E
C9	50.00'	64°40'01"	S48°36'51"W
C10	35.00'	56°08'01"	S07°29'39"W
C11	85.00'	99°22'01"	S29°05'39"W
C12	20.00'	80°32'16"	S79°52'15"E
C13	725.00'	13°36'09"	S80°44'07"W
C14	20.00'	87°25'52"	S06°40'57"W
C15	20.00'	75°50'59"	N80°08'24"W
C16	25.00'	74°55'48"	N02°08'13"W
C17	375.00'	38°38'46"	N81°44'20"E
C18	375.00'	9°15'42"	S78°34'08"E
C19	375.00'	39°23'04"	N77°06'30"E
C20	20.00'	79°43'40"	N02°58'40"W
C21	380.00'	26°54'57"	S56°17'59"E
C22	380.00'	9°36'18"	S47°38'39"E
C23	420.00'	56°03'55"	S52°07'25"W
C24	320.00'	3°09'44"	S17°27'51"E
C25	20.00'	77°50'48"	N04°29'03"E
C26	130.00'	77°00'21"	S72°56'32"E
C27	320.00'	16°03'57"	N06°10'08"E
C28	420.00'	17°17'27"	N10°30'35"W
C29	20.00'	29°41'58"	N05°00'22"E
C30	1020.00'	0°49'50"	S83°23'57"W
C31	20.00'	87°47'45"	N39°55'00"E
C32	20.00'	90°00'00"	S48°58'53"E
C33	320.00'	31°49'50"	S11°56'02"W
C34	320.00'	11°19'38"	S01°40'56"W
C35	320.00'	20°30'12"	S17°35'51"W
C36	425.00'	38°11'50"	N74°52'58"W
C37	425.00'	35°44'07"	N76°06'49"W
C38	425.00'	43°03'51"	N36°42'51"W
C39	425.00'	44°50'28"	N33°21'48"W
C40	375.00'	44°50'28"	N33°21'48"W
C41	375.00'	24°24'57"	N43°34'34"W
C42	375.00'	20°25'31"	N21°09'20"W
C43	470.00'	18°26'40"	N05°01'13"E
C44	420.00'	37°25'06"	N32°57'06"E
C45	420.00'	33°03'35"	N30°46'20"E
C46	420.00'	32°32'27"	N63°34'21"E
C47	420.00'	28°10'56"	N65°45'07"E
C48	470.00'	28°10'56"	N65°45'07"E
C49	725.00'	22°25'37"	S68°37'46"W
C50	675.00'	22°25'37"	S68°37'46"W

J-142 H

J-142 H

File No. DA22-0001
VVSP Development Agreement (Expired)
Exhibit H

Recording requested by and
when recorded return to:

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

VALLEY VIEW SPECIFIC PLAN
DEVELOPMENT AGREEMENT

Adopted by
El Dorado County
Board of Supervisors
December 8, 1998

**VALLEY VIEW SPECIFIC PLAN
DEVELOPMENT AGREEMENT**

TABLE OF CONTENTS	PAGE#
RECITALS	
A. Enabling Statute	1
B. Property Description	1
C. Development Agreement Goals	1
D. Project Background and Approvals	2
E. Project Description	2
F. Project Description	2
G. General Plan Consistency	2
H. Vested Rights	2
SECTION 1: GENERAL PROVISIONS	3
1.0 Incorporation of Recitals	3
1.1 Property Description and Binding Covenants	3
1.2 Development Plan	3
1.3 Interest of Landowner	3
1.4 Term	4
1.5 Termination	4
1.6 Assignment	4
1.6.1 Subdivided Lots	4
1.7 Amendment of Agreement	5
1.8 Modification to the Valley View Specific Plan	5
1.9 Notices	5
SECTION 2: DEVELOPMENT OF THE PROPERTY	6
2.1 Land Use Entitlements	6
2.1.1 Distribution of Density Within Specific Plan	6
2.1.2 Multi-Family Housing	7
2.2 Applicable Rules, Regulations and Official Policies	7
2.2.1 Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances	8
2.3 County Fees, Taxes and Assessments	8
2.3.1 Processing Fees and Charges	8
SECTION 3: LANDOWNER OBLIGATIONS	9
3.1 Property Development	9
3.2 Public Improvements	9

TABLE OF CONTENTS CONTINUED

3.2.1	Phasing of Development and Infrastructure	9
a.	Phase 1	9
b.	Phase 2	9
3.3	Public Improvements Financing	9
3.3.1	Financing District	9
3.3.2	County-Wide Mitigation Fee	9
3.4	Parks and Open Spaces	10
3.4.1	Reversion Clause	10
3.4.2	Maintenance and Control	10
3.4.3	Park Land Obligation	10
3.5	Schools	10
3.5.1	School Mitigation Agreements	10
3.5.2	Elementary School Sites	10
3.5.3	School Site Land Use Designation	11
SECTION 4:	COUNTY OBLIGATIONS	11
4.1	Vested Rights	11
4.2	County's Cooperation	11
SECTION 5:	ANNUAL REVIEW	12
5.1	Annual Review	12
5.2	Statement of Compliance	13
SECTION 6:	DEFAULT, ENFORCEMENT AND REMEDIES	13
6.1	Default	13
6.2	Cumulative Remedies	14
6.3	No Joint Venture or Partnership	14
6.4	Hold Harmless Agreement	14
6.5	Cooperation in the Event of Legal Challenge	14
6.6	Attorney's Fees	14
SECTION 7:	MISCELLANEOUS PROVISIONS	15
7.1	Authority to Execute	15
7.2	Cancellation or Modification	15
7.3	Consent	15
7.4	Construction of Agreement	15
7.5	Covenant of Good Faith and Fair Dealing	15
7.6	Enforced Delay, Extension of Times of Performance	15
7.7	Entire Agreement	16
7.8	Further Actions and Instruments	16
7.9	No Third Party Beneficiaries	16
7.10	No Waiver	16

TABLE OF CONTENTS CONTINUED

7.11	Severability	16
7.12	Power of Eminent Domain	16
7.13	Recording	17
SIGNATURE PAGE		17
NOTARY PAGES		18 and 19
EXHIBITS		
A	Property Description	20

VALLEY VIEW SPECIFIC PLAN DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") is made and entered into this 8th day of December, 1998, by and between the County of El Dorado (hereinafter "County") and El Dorado Hills Investors, LTD., a limited partnership ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code and Chapter 17.85 of the County's Ordinance Code, establishing rules, regulations and procedures for the consideration of development agreements, relating to the Valley View Specific Plan ("Plan").

RECITALS

A. Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the legislature of the State of California adopted Sections 65865 et seq. of the California Government Code enabling a County and an applicant for a development project, who has a legal or an equitable interest in the property to be developed, to enter into a development agreement establishing with certainty what zoning standards and land use regulations of the County will govern the construction and implementation of the development project from beginning to completion.

B. Property Description. The land subject to this Agreement is that certain real property within the Valley View Specific Plan constituting approximately 2037+/- acres described in Exhibit "A" attached hereto and made a part hereof by reference (herein the "Property").

C. Development Agreement Goals. County and Landowner enter into this Agreement relating to the Property in order to facilitate the development of the Valley View Specific Plan area in accordance with the Specific Plan goals and policies and to incorporate the conditions imposed on the approval of the Plan. Implementation of the Specific Plan will facilitate the creation of a physical environment that will conform to and complement the goals of the County, protect natural resources from adverse impacts, enhance the certainty of implementation of the El Dorado County General Plan, and reduce the economic risks of development to the Landowner and County.

The County, by entering into this Agreement, will receive the benefit of gaining assurance that the Property will not be developed unless the Property is developed in conformance with the Plan and various public facilities and improvements are constructed and dedicated to the County. In addition, this Agreement will assist in the implementation of the El Dorado County General Plan.

E. Project Background and Approvals.

1. County caused an environmental impact report to be prepared for the Project for which a Notice of Completion was circulated on July 3, 1998 and for which a public hearing was held on August 13, 1998 for the purpose of receiving comments; the comment period of the environmental impact report ended August 17, 1998.

2. On November 19, 1998, the County Planning Commission considered the environmental impact report and the Project, including this Agreement and after having conducted duly noticed public hearings, voted to recommend certification of the environmental impact report and approval of the Project to the County Board of Supervisors.

3. On December 8, 1998, the County Board of Supervisors held a public hearing on the Project. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, certified the environmental impact report and approved the Project by Ordinance No. 4517 and this Agreement.

F. Project Description. The Valley View Specific Plan includes 2037 +/- acres, which is planned to contain 2840 housing units, two school sites, parks sized in accordance with applicable County standards, 636 acres of open space, 29 acres of land designated for mixed uses including commercial and all as fully set forth in the Valley View Specific Plan as approved by the County Board of Supervisors and available from the County Planning Department for inspection.

G. General Plan Consistency. The Board of Supervisors hereby finds this Agreement consistent with the County's General Plan and the Specific Plan.

H. Vested Rights. In consideration of the substantial benefits to be provided by Landowner pursuant to this Agreement and in order to strengthen the public planning process and reduce the economic risks of development, by this Agreement the County intends to assist Landowner in completion of the Plan in accordance with the terms of this Agreement. Development of the Property in accordance with the terms of this Agreement requires major investment by

Landowner in public facilities, substantial capital investment in onsite and offsite improvements, the creation of assessment districts, financing of school facilities and other public benefit and purposes, and substantial commitment of the resources of Landowner to achieve the public benefits of the Plan for the community.

County recognizes and has determined that the granting of the vested right and assurance of fully developing the project as set forth in this Agreement, is required by Landowner in order to undertake the development of the Plan and thereby achieve the public benefits of the Plan. In addition, this Agreement will provide assurances that the Specific Plan will be developed in a manner which incorporates the conditions and mitigation measures called for in the Approving Resolution. But for said commitments on the part of County and Landowner, the parties would not enter into this Agreement.

NOW, THEREFORE, in further consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. GENERAL PROVISIONS

1.0. Incorporation of Recitals. Recitals A through H of this Agreement are hereby expressly incorporated into this Agreement.

1.1. Property Description and Binding Covenants. The Property is that real property owned or controlled by Landowners described in Exhibit "A". It is intended and determined that the provisions of this Agreement, to the extent permitted by law, shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and to their successors in interest.

1.2. Development Plan. For purposes of this Agreement, the term "Development Plan" shall refer to the Valley View Specific Plan, by this reference included herein, the findings made therewith of the Board of Supervisors (the "Approving Resolution") and this Agreement.

1.3. Interest of Landowner. Landowner represents that Landowner has a fee or other equitable interest in the Property, as provided in California Government Code Section 65865, and that all other persons holding legal or equitable interests in the Property are to be bound by this Agreement.

1.4 Term. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall extend for a period of twenty (20) years from that date unless it is terminated, modified or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

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

- (a) Expiration of the twenty (20) year term;
- (b) The effective date of a party's election to terminate the Agreement as provided in Sections 6.1 and 7.11 of this Agreement.

1.6 Assignment. Landowner shall have the right to sell, mortgage, hypothecate, assign or transfer the Property in whole or in part, to any person, partnership, joint venture, firm, or corporation at any time during the term of this Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer shall include the assignment of those rights, duties, and obligations arising under or from this Agreement applicable to the Property or portions thereof being assigned, transferred or sold and the acceptance by the assignee of such rights, duties and obligations. The County shall not impose any conditions or otherwise have any rights of approval over said sale, mortgage, hypothecation, assignment or transfer. Landowner and any subsequent assignor shall notify County in writing of any assignment. The notice shall include the name, address of the assignee, and a description of the property acquired. County shall have no obligation to provide future notice to any assignee if the above notice is not given. Any and all successors and assigns of Landowner shall have all of the same rights, benefits, and obligations of Landowner under this Agreement.

1.6.1 Subdivided Lots. It is understood and agreed by the parties that the Property may be subdivided after the effective date of this Agreement. One or more of such subdivided parcels may be sold, mortgaged, hypothecated, assigned, or transferred to persons for development by them in accordance with the provisions of this Agreement. Upon the recordation of any final subdivision map on a portion of the Property which creates final residential or commercial lots, the purchaser of any single lot shall be released from any further obligations under this Agreement. The burdens of this Agreement shall terminate without the execution or recordation of any further document or instrument and such lot shall be released from and no longer be subject to the burdens and obligations of this Agreement. However, nothing herein should be construed as relieving an individual lot owner from compliance with all relevant Specific Plan requirements with respect to the development of the property, nor relieve the lot owner of any obligation to pay fees, taxes, or assessments provided herein.

1.7. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the County and the owner of the property which is the subject of the proposed amendment in the manner set forth in Government Code Sections 65867, 65867.5 and 65868, provided, however:

a. Any change to this Agreement which does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Landowner or any conditions or covenants relating to the use of the Property shall not require notice or public hearing and may be made by mutual consent of the parties;

b. Any modification of the Specific Plan which is approved by the Planning Director or other appropriate County personnel as provided in Section 1.8 shall not require an amendment to this Agreement; and

c. The determination as to whether any proposed change or modification pursuant to this section or section 1.8 will require a public hearing shall be made by the County.

1.8. Modification to the Valley View Specific Plan. Upon request of Landowner, or subsequent property owner, the Planning Director may approve amendments to the Plan without any notice of public hearing if the Planning Director determines that the requested modification does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Landowner or any conditions relating to the use of the Property, does not adversely impact any other landowner within the Specific Plan, and is otherwise consistent with the Specific Plan, and the County General Plan. Other amendments to the Specific Plan may be initiated by Landowner, the property owner, the Planning Commission or the County Board of Supervisors in accordance with the procedures set forth in Section 65450 of the California Government Code provided that any such amendment shall be consistent with this Agreement. It is the intent of this Section that during the course of development of the Property there may be insubstantial changes to the Specific Plan as future ministerial or discretionary decisions are made. The parties hereby agree that such changes are anticipated and will not require modification to this Agreement.

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

Notice to the County: County of El Dorado
330 Fair Lane
Placerville, CA 95667
Att: Planning Director

Notice to the Landowner:

El Dorado Hills Investors, Ltd.
c/o The Mansour Company
1241 Hawks Flight Court, Suite 205
El Dorado Hills, CA 95762-9620
Att: Louis Mansour, President

**SECTION 2.
DEVELOPMENT OF THE PROPERTY**

2.1. Land Use Entitlements. The permitted land uses, density and intensity of use of the Property, timing rate or phasing of development, zoning, provisions for reservation or dedication of land for public purposes, and the location and size of major transportation, sewer, drainage and water facilities and improvements shall be those set forth in the Development Plan at the time of the effective date of this Agreement. It is the intent of this Agreement that upon the adoption of the implementing ordinance for this Agreement that the development regulations for the property shall be those set forth in the Specific Plan and that all further development of the Property shall be done in accordance with the Specific Plan. In the event of any conflict between the provisions of this Agreement and any other resolution, ordinance, rule, regulation or policy of the County now in existence, the provisions of this Agreement and the Specific Plan shall control.

2.1.1. Distribution of Density Within Specific Plan. The total number of dwelling units which shall be permitted within each Village as described in Specific Plan shall be the maximum density allowed by the land use designations as set forth in the Specific Plan. Within each Village area the densities may vary due to natural features such as slopes, trees and other constraints or due to the use of clustering or other planning devices. Further, implementation of Section 2.1.2, below, may result in increased densities within those areas designated for multi-family development [Multi-Family (MFR), Core Residential (CR), Mixed Use (MU) and Village Center (VC)], provided however, the overall density allowed within each village shall not be exceeded in any event.

2.1.2. Multi-Family Housing.

a. To help implement the County's goal of providing a range of housing types within the County, Landowner agrees that at least twenty percent (20%) of the housing units developed within the Specific Plan shall be developed as multi-family residential dwellings. Of such number of multi-family units Landowner agrees that One Hundred and Sixty Four (164) units shall be available for rent or sale to low or very low income households as such terms are defined in the County's General Plan. Such units shall be developed in those portions of the Specific Plan designated as Multi-Family (MFR), Core Residential (CR), Mixed Use (MU) and Village Center (VC). For the purposes of this section the term "multi-family residential dwellings" shall include apartments, attached dwellings available for rent, attached single family dwellings such as condominiums and duplexes, and second residential units on a single family parcel. During the course of development of the Specific Plan the County shall monitor such development to ensure that multi-family residences are being constructed and planned or that sufficient land area is retained within the Specific Plan to provide for such housing within the Specific Plan area. The commitment made pursuant to this Section is to make available sufficient land area for the development of multi-family and affordable housing so that as the market dictates such housing may be constructed. There is no obligation on the part of Landowner to construct such housing and there is no commitment made or implied with respect to the timing of such construction.

b. In order to further encourage the development of multi-family and affordable housing, the County agrees that subsequent approvals for such housing in those areas designated above shall be subject only to Specific Plan Design Clearance, as that process is described in the Specific Plan, which shall be limited solely to review of the site plan and elevations of a proposed project to ensure consistency with design criteria provided in the Specific Plan, provided however, building permit application initiated after the expiration of the prior development agreement between the parties dated April 2, 1985, for the purpose of complying with Measure Y, only, shall be subject to review and conditions pursuant to Mitigation Measure T-16 of the Project Draft Environmental Impact Report. The County agrees that such approvals shall be ministerial in nature requiring no further environmental review or permits other than building permits.

2.2. Applicable Rules, Regulations and Official Policies. Except as provided in this Agreement, the ordinances, resolutions, codes, rules, regulations, official policies and General Plan of the County governing permitted uses, timing and rate of development, density, design, improvements and construction standards and specifications applicable to development of the Property, shall be those rules, regulations and official policies in force at the time of the execution of this Agreement. However, this section shall not preclude the application to the Property of changes in County ordinances, resolutions, codes, rules, or regulations specifically

mandated and required by changes in state or federal laws or regulations. Nor shall this section be construed to prevent the application of any such measure to the Property if such measure is necessary to alleviate a direct and imminent threat to the health or safety of the citizens of the County.

2.2.1. Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances. Subsequently enacted rules, regulations, ordinances, laws and official policies, as described above in Section 2.2, adopted or modified after the date of this Agreement shall apply provided:

- a. They are applied uniformly to all similar properties or developments in the County;
- b. They do not prevent development of the Property for the uses, the density or intensity of development nor effect the rate or timing of development of the Specific Plan; and
- c. They are not in conflict with matters which are specifically addressed in the Specific Plan, and are consistent with the goals and policies of the Specific Plan.

2.3. County Fees, Taxes and Assessments. Landowner shall pay those County fees, taxes and assessments in existence at the time of the approval of any subsequent entitlements on the Property provided that:

- a. Such fees, taxes and assessments apply to all similarly situated private projects and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed;
- b. Their application to the Property is prospective as to applications for building and other development permits or approvals of tentative subdivision maps not yet accepted for processing; and
- c. Such fees, taxes and assessments are not exacted in order to provide facilities, infrastructure or services already provided for in the Development Plan or for which Landowner has otherwise provided mitigation pursuant to the Development Plan.

2.3.1. Processing Fees and Charges. Landowner shall pay those processing fees and charges of every kind and nature imposed or required by County under current or future regulations covering the actual costs of County in (i) processing applications and requests for permits, approvals and other actions, and (ii) monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

SECTION 3. LANDOWNER OBLIGATIONS

3.1. Property Development. The Property shall be developed according to the Development Plan as set forth in this Agreement.

3.2. Public Improvements. The infrastructure improvements required for the development of the Specific Plan shall be financed and constructed as set forth in the Specific Plan and more specifically set forth in the Public Facilities and Services Plan attached hereto as Exhibit "B" (the "PFSP"). The PFSP describes the mechanisms to be utilized for the financing and construction of roadways, water, sewer, schools, parks and open space within the Specific Plan. The PFSP also discusses the phasing of infrastructure construction in the context of the provision of services to the general area to ensure concurrent provision of infrastructure with the development of the Specific Plan.

3.2.1 Phasing of Development and Infrastructure. As set forth in more detail in the PFSP the development of the Specific Plan shall occur in phases which will consist of tentative subdivision maps for the various portions of the project. The sequence in which portions of the Specific Plan are developed shall be as determined by Landowner, as the market dictates, and in accordance with the PFSP.

3.3 Public Improvements Financing.

3.3.1 Financing Districts. Landowner may elect to use public financing mechanism(s), such as a community facilities district or traditional assessment district, to finance improvements required for development of the Specific Plan. County agrees to cooperate with Landowner in forming and implementing such districts provided that they comply with all applicable policies of County.

3.3.2 County-Wide Mitigation Fee. County currently assesses a county-wide and an area-wide fee for the mitigation of the impacts of new development on roads within the County or within the El Dorado Hills/Salmon Falls area of the County which are collected at the time of the issuance of a building permit (collectively the "County-Wide Fee"). In the event Landowner as part of the development of the Project provides improvements which are included within the list of improvements, as may be amended from time to time, on which the County-Wide Fee is based, County agrees to enter into a reimbursement agreement with Landowner or in the alternative provide a credit against any future mitigation fees in the amount of the cost of providing the improvement.

3.4. Parks and Open Space. Landowner shall provide either through dedication to the County or other governmental agency, or conveyance to a homeowners association which covenants to provide maintenance, park lands as more specifically described in the PFSP. Dedication or conveyance of such lands will occur at such time the property in which the park is located is subdivided into residential units or at such other time as agreed between Landowner and the entity accepting the dedication of the park. Similarly, those areas depicted as open space within the Specific Plan may be offered for dedication to the County, or other appropriate agency or entity, at such time as the boundaries of such areas are established through the subdivision of adjacent lands.

3.4.1 Reversion Clause. The conveyance of lands pursuant to this subsection shall contain a reversionary clause which provides that should the lands ever be used for any purpose other than public recreation or open space, they shall revert to Landowner or Landowner's successor in interest.

3.4.2 Maintenance and Control. Prior to the actual dedication of the park lands, the land shall remain under the control of Landowner as private property. Upon dedication, the property shall be controlled and maintained by the accepting governmental entity or homeowners association.

3.4.3 Park Land Obligation. The Specific Plan includes significant park sites and public open space. In addition, the Development Plan delineates commitments for the dedication of public park and open space areas and private park lands. The provisions of the Specific Plan and the provisions, commitments and obligations set forth herein shall completely satisfy any park obligations related to development of the Specific Plan area. No additional park land dedications or in-lieu fees shall be required as conditions of approval of any subsequent entitlements conferred for development within the Specific Plan area.

3.5 Schools.

3.5.1. School Mitigation Agreements. Prior to the approval of the first tentative subdivision map within the Specific Plan boundaries, Landowner shall have entered into agreements with the Buckeye Union School District ("BUSD") and the El Dorado Joint Union High School District providing for the payment of school mitigation fees in an amount and in a manner as validly adopted by the respective districts and applied throughout the districts' boundaries.

3.5.2. Elementary School Sites. The Specific Plan depicts two proposed school sites to be reserved for the BUSD. At the time of this Agreement the sites have not been finally approved by the BUSD or the State of California for use as school sites. Landowner and the BUSD shall cooperate in making a final determination of the location, size and configuration of school site(s) required

within the Specific Plan. Prior to the approval of the first tentative map within the Specific Plan, Landowner and the BUSD shall enter an agreement regarding the reservation or sale of the school site(s).

3.5.3. School Site Land Use Designation. In the event that the BUSD does not elect to acquire a site or sites shown on the Specific Plan as a school site, the Specific Plan land use designation of the site shall be deemed to be the same as the lowest density residential designation immediately adjacent to the subject site.

SECTION 4. COUNTY OBLIGATIONS

4.1. Vested Rights. By entering into this Agreement, County hereby grants to Landowner a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement, the Development Plan and Applicable Rules. Landowner's vested right to proceed with the Plan shall be subject to any subsequent discretionary approvals required in order to complete the Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development set forth in this Agreement and the Development Plan, nor the rate or timing of such development, provided Landowner is not in default under this Agreement. It is the intent of this Section, in consideration of the substantial investment and commitments required of Landowner to implement the Development Plan, that the Property shall not be subject to any subsequently enacted ordinance or resolution, whether adopted by the Board of Supervisors or the County electorate, which purports to amend the General Plan or to restrict the number of building permits or other development approvals which may be issued in any given year, or in any other manner limit the timing of development of the Specific Plan, except as provided in Section 2.2 of this Agreement.

4.2. County's Cooperation. County shall cooperate with Landowner for the purpose of connecting all public improvements constructed under the Development Plan to existing or newly constructed public improvements, whether located within or outside the Property, provided the costs of such are borne by Landowner or as provided in this Agreement, and shall initiate proceedings for the formation of any financing districts as provided for herein. Subject to County's reasonable discretion, as discussed in Section 4.1, County further agrees to cooperate with Landowner in securing all permits, licenses, approvals, or consents which may be required by County or other agencies having jurisdiction over development of the Property, provided the costs of such are paid by Landowner.

In the event State or federal laws or regulations enacted, or court orders or judgments entered, after the effective date of this Agreement, or formal action of any governmental jurisdiction other than the County, prevent compliance with one

or more provisions of this Agreement, or require changes in plans, maps or permits approved by the County, the parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such State or federal laws or regulations, court orders or judgments, or the regulations of other governmental jurisdictions other than the County. Provided however, if a court of law voids the underlying Specific Plan, this Agreement will have no legal effect.

SECTION 5. ANNUAL REVIEW

5.1. Annual Review. County shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement.

Upon not less than thirty (30) days written notice by the Planning Director of County, Landowner shall provide such information as may be reasonably requested by the Director and deemed by the Director to be required in order to ascertain compliance with this Agreement. County shall deposit in the mail to Landowner a notice concerning contract performance at least twenty (20) calendar days prior to any such periodic review. Such notice shall give the time and place of any scheduled hearing and designate the location at which Landowner may obtain all staff reports or any written materials relating to contract performance. County may charge a reasonable fee for the duplication and distribution of such written materials. Landowner shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the County Board of Supervisors, or, if the matter is referred to the Planning Commission, before said Commission. If the County determines, based on substantial evidence, that Landowner is in default following completion of the normal scheduled periodic review, written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in said notice the alleged nature of the default, and suggested or potential actions and timing to cure said default where appropriate. Landowner shall have not less than ninety (90) days to cure, or present an acceptable plan to cure in a diligent manner, any alleged default determined pursuant to this section. County shall have no duty to give notice of an annual review to anyone having an ownership interest in a portion of the Plan deemed complete by the County and released from the obligations of this Agreement. Formal rules of evidence shall not apply to such proceedings.

5.2. Statement of Compliance. Landowner, or any successor in interest, may request from County a confirmation of the status of Landowner's compliance with this Agreement with respect to all or a portion of the Property ("Statement of Compliance") by written request to the County Planning Director. In addition to requesting the status of compliance with this Agreement the written request may request a review of the Development Plan for a determination of the obligations any particular parcel within the Specific Plan may have as a result of this Agreement and the Development Plan. Those obligations identified by the Planning Director will be included within the Statement of Compliance and shall be deemed to serve notice upon the requesting party of the obligations flowing from this Agreement with respect to the identified parcel(s). The written request for a Statement of Compliance shall identify that portion of the Specific Plan for which review is requested and a description of the proposed use of the subject property. Once issued, Landowner or its successors in interest may rely on the Statement of Compliance.

SECTION 6. DEFAULT, ENFORCEMENT AND REMEDIES

6.1. Default. Failure or delay by either party to perform any term or provision of this Agreement shall constitute a default provided, however, the default by any successor in interest of Landowner to whom Landowner has assigned development rights pursuant to Section 1.6, shall not be considered a default by Landowner, or by any other successor-in-interest, provided Landowner and the other successor-in-interest are not themselves in default. The County may institute proceedings pursuant to this Section against any individual defaulting party. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than ninety (90) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. Notice given pursuant to Section 5.1 of an alleged default stemming from annual review shall be deemed to satisfy the notice requirements of this Section. During any ninety (90) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice of expiration of the ninety (90) day period, the party alleging default, at its option, may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 or may pursue such other administrative remedies as may be appropriate. Following notice of intent to terminate, the matter shall be scheduled for a hearing before the County Board of Supervisors to consider and

review the matter within sixty (60) calendar days. Following consideration of the evidence presented in the review, if no resolution of the matter is reached, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

6.2. Cumulative Remedies. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

6.3. No Joint Venture or Partnership. County, and Landowner hereby renounce the existence of any form of joint venture or partnership between the parties and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Landowner joint venturers or partners.

6.4. Hold Harmless Agreement. Landowner and all successors agree to and shall hold County and its appointed councils, boards, commissions, officers, agents and employees harmless from any liability, including costs and attorneys' fees, for damages or claims for damage for personal injury, including death, and from claims for property damage which may arise from any act or omission of the Landowner, of his assigns, successors in interest, or their agents, employees, contractors or sub-contractors, pursuant to this Agreement. Landowner shall defend the County and its elective and appointive councils, boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused by reason of the aforesaid operations under this Agreement.

6.5. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate with each other in good faith to defend said action and the validity of each provision of this Agreement, provided however, Landowners shall 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.

6.6. Attorneys' Fees. In any arbitration, quasi-judicial, or administrative proceedings or any action in any court of competent jurisdiction, brought by any party, or their agent, to enforce any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs,

expenses and disbursements in connection with such action, including the costs of reasonable investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party.

SECTION 7. MISCELLANEOUS PROVISIONS

7.1. Authority to Execute. The person or persons executing this Agreement on behalf of Landowner warrant and represent that they have the authority to execute this Agreement on behalf of Landowner and represent that they have the authority to bind Landowner to the performance of its obligations hereunder. All owners of beneficial interest in the Property have executed or consented to the recordation of this Agreement.

7.2. Cancellation or Modification. Except as otherwise set forth in this Agreement or by statute, any party may propose cancellation or modification of this Agreement but said cancellation shall require the consent of all parties.

7.3. Consent. Where the consent or approval of a party is required in or necessary under this Agreement, such consent or approval shall not be unreasonably withheld.

7.4. Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

7.5. Covenant of Good Faith and Fair Dealing. Neither party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the benefits of this Agreement; each party shall refrain from doing anything which would render its performance under this Agreement impossible; and each party shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement. Nothing herein is intended to give rise to monetary damages resulting from actions outside of the control of County's governing body.

7.6. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by entities other than the County, enactment of conflicting state or federal laws or regulations, litigation or similar

bases for excused performance. If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.7. Entire Agreement. This Agreement, together with the exhibits, constitute the entire agreement between the parties with respect to the subject matter of this Agreement.

7.8. Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, file or record any required instruments and writings necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

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

7.10. No Waiver. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants or conditions to be performed by the other party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

7.11. Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereto. Notwithstanding the foregoing, if Sections 2.1, 2.2, 2.3, or 4.1 are invalidated, voided or found illegal for any reason the parties agree the purpose of this Agreement is frustrated and that the Agreement shall be of no further force or effect.

7.12. Power of Eminent Domain. Landowner is responsible for acquiring certain right(s)-of-way necessary to construct the public facility improvements required by this Agreement. Should it become necessary due to Landowner's failure to acquire said right(s)-of-way, the County shall negotiate the purchase of the necessary right(s)-of-way to allow Landowner to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures

established by State law, use its power of eminent domain to condemn said required right(s)-of-way, provided that Landowner shall bear the cost of such action including the payment of compensation awarded or agreed to for land acquisition. If County cannot make the proper findings, or if, for some other reason under the condemnation laws, County is prevented from acquiring the necessary right(s)-of-way to enable Landowner to construct the public improvements required by this Agreement, then the parties agree to amend this Agreement to modify Landowner's obligation(s) accordingly.

7.13. Recording. The County Clerk shall cause a copy of this Agreement to be recorded with the El Dorado County Recorder no later than ten (10) days following execution of this Agreement by County.

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

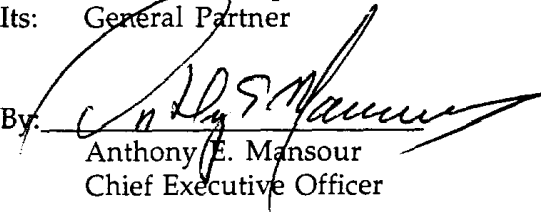
LANDOWNER

EL DORADO HILLS INVESTORS, LTD., a
California Limited Partnership

By: The Mansour Company, a
California Corporation

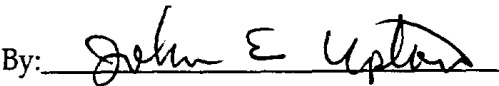
Its: General Partner

Date: 12/14/98

By: 
Anthony E. Mansour
Chief Executive Officer

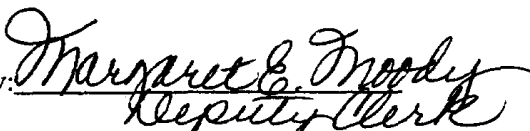
COUNTY

Date: 12/18/98

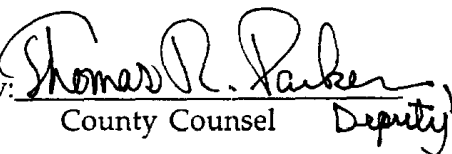
By: 

JOHN E. UPTON

ATTEST: Dixie L. Foote,
Clerk of the Board of Supervisors

By: 
Margaret E. Moody
Deputy Clerk

APPROVED AS TO FORM:

By: 
Thomas R. Parker
County Counsel Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

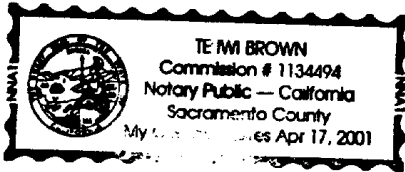
State of California

County of El Dorado

On December 14, 1998 before me, TE MI BROWN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anthony Mansour
Name(s) of Signer(s)

personally known to me – **OR** – 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.



WITNESS my hand and official seal.

TE MI BROWN
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: December 10, 1998 Number of Pages: 35

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Anthony Mansour

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

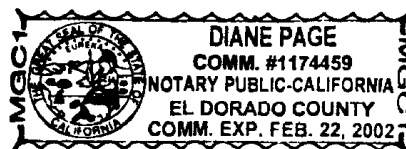
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

STATE OF CALIFORNIA)
County of El Dorado)

On December 16, 1998, before me, DIANE PAGE, Notary Public, State of California, personally appeared JOHN E. UPTON, Chairman of the Board of Supervisors of the County of El Dorado, personally known to me (or 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) acted, executed the instrument.

WITNESS my hand and official seal.

Diane Page
DIANE PAGE, Notary Public
State of California



**EXHIBIT A
PROPERTY DESCRIPTION**

County: El Dorado

City: unincorporated area

All that portion of Sections 11, 12, 13, 14, 24 and 25, Township 9 North, Range 8 East, and Sections 7, 18 and 19, Township 9 North, Range 9 East, M.D.B.&M., described as follows:

BEGINNING at a one and one-half inch iron pipe monument tagged "LS 2651" marking the Southwesterly corner of that certain 79.979 acre tract of land designated "E.C. Keables 79.979 acres" as shown on that certain Record of Survey entitled "Section 11 and portion of Sections 13 and 14, Township 9 North, Range 8 East, M.D.B.&M." recorded in the office of the Recorder of El Dorado County in Book 1 of Surveys, page 127; thence from said point of beginning along the Southerly and Easterly boundaries of said 79.979 acre tract of land the following two (2) courses and distances: North $89^{\circ} 01' 48''$ East 1318.71 feet to a similar iron pipe monument marking the Southeast corner of said 79.979 acre tract of land; thence North $00^{\circ} 30' 17''$ West 2637.26 feet to a similar iron pipe monument marking the Northeast corner of said 79.979 acre tract of land; thence continuing North $00^{\circ} 03' 17''$ West 197.69 feet to a point located on the Southerly right of way line of White Rock Road, a public road 60.00 feet in width, as shown on said Record of Survey; thence along the Southerly right of way line of said White Rock Road the following three (3) courses and distances: (1) North $63^{\circ} 12' 28''$ East 552.50 feet, (2) curving to the left on an arc of 430.00 feet radius, said arc being subtended by a chord bearing North $49^{\circ} 15' 53''$ East 207.22 feet and (3) North $35^{\circ} 19' 18''$ East 11.36 feet to a point on the East line of said Section 11; thence Southerly along the East line of said Section 11, South $00^{\circ} 41' 34''$ East 579.18 feet to a one and one-half inch iron pipe monument marking the Southeast corner of the North one-half of said Section 11 as shown on said Record of Survey; thence Easterly along the North line of the Southwest one-quarter of said Section 12 to the Northeast corner of the Southwest one-quarter of said Section 12; thence Southerly along the East line of the Southwest one-quarter of said Section 12 to the Southeast corner of the Southwest one-quarter of said Section 12; thence Easterly along the North line of said Section 13 to the Northeast corner of the Northwest one-quarter of the Northeast one-quarter of said Section 13; thence Southerly along the East line of the Northwest one-quarter of the Northeast one-quarter of said Section 13 to the Northwest corner of the Southeast one-quarter of the Northeast one-quarter of said Section 13; thence Easterly along the North line of the Southeast one-quarter of the Northeast one-quarter of said Section 13 to the Northeast corner of the Southeast one-quarter of the Northeast one-quarter of said Section 13; thence Northerly along the West line of said Section 18 to the Northwest corner of said Section 18; thence continuing Northerly along the West line of said Section 7 to the Northwest corner of the South one-half of Lot 2 of the Southwest one-quarter of said Section 7; thence Easterly along the North line of the South one-half of Lots 1 and 2 of the Southwest one-quarter of said Section 7 to the Northwest corner of the South one-half of the Southeast one-quarter of said Section 7; thence Easterly along the North line of the South one-half of the Southeast one-quarter of said Section 7 to the Northeast corner of the South one-half of the Southeast one-quarter of said Section 7; thence Southerly along the East line of said Section 7 to the Southeast corner of said Section 7; thence Westerly along the South line of said Section 7 to the Northeast corner of the Northwest one-quarter of the Northeast one-quarter of said Section 18; thence Southerly along the East line of the West one-half of the Northeast one-quarter of said Section 18 to the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 18; thence Easterly along the North line of the Northeast one-quarter of the Southeast one-quarter of said Section 18 to the Northeast corner of the Southeast one-quarter of said Section 18; thence Southerly along the East line of said Section 18 to the Southeast corner of said Section 18; thence Westerly along the South line

PAGE 1 OF 4

23-1311 G 61 of 112

of said Section 18 to the Northeast corner of the Northwest one-quarter of said Section 19; thence Southerly along the East line of the Northwest one-quarter of said Section 19 to the Southeast corner of the Northwest one-quarter of said Section 19; thence Westerly along the South line of the Northwest one-quarter of said Section 19 to the Northeast corner of the Northwest one-quarter of the Southwest one-quarter of said Section 19; thence Southerly along the East line of the Northwest one-quarter of the Southwest one-quarter of said Section 19 to the Southeast corner of the Northwest one-quarter of the Southwest one-quarter of said Section 19; thence Westerly along the South line of the Northwest one-quarter of the Southwest one-quarter of said Section 19 to the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of said Section 19; thence Southerly along the East line of said Section 24 to the Southeast corner of said Section 24; thence continuing Southerly along the East line of said Section 25 to the point of intersection of the East line of said Section 25 with the centerline of Latrobe Road; thence along the centerline of said Latrobe Road and the meanderings thereof to the point of intersection of the centerline of said Latrobe Road with the North line of said Section 25; thence continuing along the centerline of said Latrobe Road and the meanderings thereof to the point of intersection of centerline of Latrobe Road with the North line of said Section 24; thence along the South line of said Section 13 to the Southwest corner of said Section 13; thence along the West line of said Section 13 to the point of intersection of the centerline of Latrobe Road with the West line of said Section 13; thence along the centerline of Latrobe Road and the meanderings thereof to the most Southerly corner of that certain 16.469 acre tract of land designated "Van Vleck et al, 16.469 Acres" on that certain Record of Survey entitled "Section 11 and portion of Sections 13 and 14, Township 9 North, Range 8 East, M.D.B.&M." recorded in the office of the Recorder of El Dorado County in Book 1 of Surveys at page 127; thence along the boundary of said 16.429 acre tract of land the following eight (8) courses and distances: (1) North 48° 45' 40" East 1001.87 feet; (2) North 41° 14' 20" West 815.00 feet; (3) South 48° 45' 40" West 660.44 feet; (4) South 04° 48' 37" East 332.19 feet; (5) curving to the left on an arc of 239.19 feet radius, said arc being subtended by a chord bearing South 20° 04' 21" East 154.36 feet; (6) South 35° 20' 06" East 195.72 feet; (7) curving to the right on an arc of 121.93 feet radius, said arc being subtended by a chord bearing South 03° 44' 24" East 127.26 feet and (8) South 27° 51' 19" West 13.60 feet to a point located on the centerline of said Latrobe Road; thence along the centerline of said Latrobe Road and the meandering thereof to the point of intersection of the centerline of said Latrobe Road with the South line of said Section 11; thence continuing along the centerline of said Latrobe Road North 32° 05' 15" West 815.90 feet; thence North 57° 54' 45" East 30.00 feet; thence North 18° 02' 59" West 103.07 feet; thence North 30° 42' 20" West 96.12 feet; thence curving to the right on an arc of 750.00 feet radius, said arc being subtended by a chord bearing North 17° 07' 48" West 295.04 feet; thence North 05° 39' 00" West 629.64 feet; thence North 38° 12' 49" East 127.63 feet to a point located on the Southerly right of way line of said White Rock Road; thence Northeasterly along the Southerly right of way line of said White Rock Road to a point on the Westerly boundary of said 79.979 acre tract of land as shown on said Record of Survey; thence Southerly along the Westerly boundary of said 79.979 acre tract of land South 00° 37' 33" East 2192.00 feet to the point of beginning.

EXCEPTING THEREFROM a portion of Sections 13 and 14, Township 9 North, Range 8 East, M.D.M., described as follows:

BEGINNING at the Northeast corner of the herein described parcel from whence the North corner common to said Sections 13 and 14 bears North 56° 04' 40" West 1278.79 feet; thence from the point of beginning due West 2618.82 feet to the Easterly right of way line of Latrobe Road; thence along said right of way South 32° 04' 10" East 323.70 feet; thence South 31° 04' 10" East 908.75 feet; thence along a curve to the left having a radius of 960.00 feet, the chord of which bears South 45° 01' 55" East 463.27 feet; thence South 58° 59' 40" East 188.09 feet; thence along a curve to the right having a radius of 1040.00 feet, the chord of which bears South 40° 06' 24" East 673.33 feet; thence leaving said right of way due East 1055.22 feet; thence due North 1991.95 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 9 North, Range 9 East, M.D.M., according to the Official Plat of the survey of said land on file in the Bureau of Land Management.

ALSO EXCEPTING THEREFROM all that portion lying within the boundaries of that certain Parcel Map filed for record September 13, 1984 in Book 33 of Parcel Maps at page 39.

ALSO EXCEPTING THEREFROM all that portion lying within the boundaries of that certain Parcel Map filed for record June 8, 1982 in Book 31 of Parcel Maps at page 10.

ALSO EXCEPTING THEREFROM all that property located in Section 13, Township 9 North, Range 8 East, M.D.M., more particularly described as follows:

BEGINNING at a point from which the Southwest corner of Section 13, Township 9 North, Range 8 East bears South 47° 02' 07" West 5333.46 feet; thence from said point of beginning North 58° 30' 25" East 203.83 feet; thence South 55° 56' 51" East 139.21 feet; thence South 26° 22' 19" West 298.61 feet; thence North 83° 08' 46" West 107.29 feet; thence North 44° 16' 56" West 132.97 feet; thence North 18° 07' 02" East 137.84 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all that certain real property situate in Section 13, Township 9 North, Range 8 East, Mount Diablo Meridian more particularly described as follows:

BEGINNING at a point from which the Southwest corner of Section 13, bears South 44° 04' 53" West 4465.47 feet; thence from said point of beginning North 17° 04' 27" West 331.25 feet; thence North 72° 55' 33" East 392.58 feet; thence South 57° 58' 24" East 331.45 feet; thence South 17° 04' 27" East 68.34 feet; thence South 54° 15' 00" West 160.29 feet; thence South 61° 50' 15" West 89.56 feet; thence South 78° 02' 43" West 266.10 feet; thence North 89° 53' 00" West 109.71 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM all that portion of the above described lands lying within Section 25, Township 9 North, Range 8 East.

Assessor Parcel No.: 108-020-01 and 02
107-130-10
107-020-19
108-040-18
107-010-18
108-140-30

EXCEPTING THEREFROM Parcels A and B , as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County on December 14, 1998 in Book 46 of Parcel Maps, at Page 146

FURTHER EXCEPTING THEREFROM All of that portion of Section 14 above, lying westerly of the following described line:

Beginning at a point on the Northerly line of said Section 14, from which the Northeast corner of said Section bears N. 89° 03' 46" E, 1005.34 feet; thence from said point of beginning S. 01° 40' 25" E., 695.00 feet more or less to a point on the Southerly boundary of said "Parcel No. #A2", and there terminating.

PARCEL TWO:

Parcel A, as shown on that certain Parcel Map filed in the office of the County Recorder of El Dorado County, on December 14, 1998 in Book 46 of Parcel Maps, at Page 146.

PARCEL THREE:

Parcels 1, 2 and 3, as shown on the Parcel Map, filed September 13, 1984 in Book 33, of Parcel maps at Page 39, El Dorado County Records.

Assessors Parcel No.: 107-020-11 thru 13

**PUBLIC FACILITIES AND SERVICES PLAN
FOR THE
VALLEY VIEW SPECIFIC PLAN**

**PUBLIC FACILITIES AND SERVICES PLAN FOR THE
VALLEY VIEW SPECIFIC PLAN**

TABLE OF CONTENTS	PAGE#
INTRODUCTION	1
SUMMARY	1
WATER SYSTEM	2
1. Existing Entitlements	2
2. Existing Infrastructure	3
3. Planned Offsite Infrastructure and Water Rights	4
4. Planned Onsite Improvements	5
SEWER SYSTEM	6
1. Existing Onsite Sewer Facilities	6
2. Proposed Onsite Sewer Facilities	7
ROADWAY IMPROVEMENTS	8
1. Offsite Roadway Improvements	8
a. County Road Improvements	8
b. State Highway Systems	9
2. Onsite Roadways	10
OPEN SPACE AND PARKS	10
1. Open Space	10
a. Dedication	10
b. Fire Management Plan	10
c. Trails	10
d. Landscaping and Lighting District	11
2. Parks	11
a. Dedication Requirements	11
b. Maintenance Entity	11
c. Park Financing	11
SCHOOLS	11
1. School Districts	11
2. School Facilities	12
3. School Financing	12

VALLEY VIEW PUBLIC FACILITIES AND SERVICES PLAN

INTRODUCTION

The El Dorado County General Plan (Policy 10.2.1.5) requires the preparation of a Public Facilities and Services Plan ("PFSP") in conjunction with any specific plan submitted to the County for review. The purpose of the PFSP is to describe the needed infrastructure and services for the specific plan and demonstrate that the cost of providing services to the future residents within the specific plan area will not place a burden on existing residents. This PFSP is prepared in conjunction with the Valley View Specific Plan (the "Project" or the "Specific Plan").

A Fiscal Impact Analysis was previously prepared for the Project by the firm of Economic and Planning Systems, dated _____, which analyzes the fiscal impacts of the Project with respect to traditional County services funded by the County's general fund. This PFSP shall discuss those direct capital infrastructure costs and services necessitated by the development of the project, such as, water and sewer facilities, onsite and offsite road improvements, school facilities and park facilities which have not in recent years been funded through property and sales tax revenues. Implementation of this PFSP together with the provisions of the Specific Plan and Development Agreement will ensure that public facilities and infrastructure will be available for the Project prior to or concurrently, as provided in the General Plan, with the construction of the Project without long term adverse impact on the service levels currently provided to existing residents of the El Dorado Hills area, of which the Project is a part, or County residents in general.

SUMMARY

A. The primary sources of funding for the construction of the public infrastructure and facilities in the Specific Plan shall be: 1) public financing districts, which may consist of one or more community facilities districts or traditional assessment districts; 2) fees paid at the time of building permit or upon recording of a final map and; 3) direct developer financing. The actual source of financing shall be determined as final maps are prepared for the Specific Plan, recording of which will require the construction and/or bonding of the improvements necessary to serve that portion of the Specific Plan.

B. Many specific offsite infrastructure requirements such as water and wastewater transmission lines, lift stations and expanded treatment facilities will be financed through the payment of hookup fees and participation in assessment district(s) implemented by the El Dorado

Irrigation District ("EID"). Similarly, developers within the Specific Plan shall be required to pay road impact fees as adopted by the County which provide the ultimate financing for offsite roads and related improvements.

C. Other public facilities or amenities shall be dedicated to the appropriate maintenance entity, such as, a community services district, the County or a homeowners association. School facilities shall be provided as development of the Specific Plan warrants pursuant to the dictates of the Buckeye Union School District and its master facilities plan and school mitigation fee program.

WATER SYSTEM

A complete treated water distribution and fire protection system is proposed for the Valley View Project. Water service to the area is provided by EID. EID is the water purveyor for the majority of the western slope of El Dorado County. The Specific Plan is entirely within the service boundaries of EID and the boundaries of Assessment District No. 3 ("AD-3").

1. **Existing Entitlements.** AD-3 was formed in 1984 for the purpose of financing the initial improvements needed for the development of the entire El Dorado Hills area. The initial improvements, including the first phase of the El Dorado Hills Water Treatment Plant and various transmission facilities, were financed through the sale of bonds. The balance of the improvements within AD-3 have been financed through the collection of surcharged hook-up fees within AD-3. The lands within AD-3 have paid annual assessments based on projected market demand for a fifteen year period and water supply allocated for District formation. These projected densities were used to calculate the size of the facilities within AD-3 and equivalent dwelling units ("EDUs") of capacity were allocated to each of the properties participating in AD-3 based on those projected densities. The Specific Plan area currently has an allocation of 906 EDUs of capacity from AD-3.

Landowner entered into a development agreement with the County entitled *Development Agreement by and between the County of El Dorado and El Dorado Hills Investors, LTD. Relative to the Development Known as El Dorado Hills*, dated April 1, 1985. That agreement guaranteed to Landowner the ability to develop the Specific Plan property, at the densities provided in the El Dorado Hills/Salmon Falls Area Plan according to the applicable rules, regulations and policies of the County in existence at that time, in consideration for Landowner's participation in the cost of developing the needed infrastructure in the El Dorado Hills area. In reliance on that development agreement Landowner has accepted substantial bond indebtedness on the Specific Plan property and paid the assessments required by AD-3.

Accordingly, the Specific Plan area has a vested right to the development of at least the first 906 EDU's of development. This number of EDU's may be increased through the transfer of EDU's pursuant to EIR Resolution 91-50. However, in order to provide water service to the balance of the Specific Plan an additional source of water to serve the area must be secured.

2. Existing Infrastructure. There are currently two water sources for the El Dorado Hills area in which Valley View is included. Water is pumped from Folsom Lake to the El Dorado Hills Water Treatment Plant where it is treated and then pumped through the distribution system in El Dorado Hills. According to the El Dorado Hills Master Facilities Plan prepared in November, 1995; current capacity of the El Dorado Hills Water Treatment Plant is 12 million gallons per day (MGD). Ultimately this treatment plant is planned to be expanded to 20 MGD capacity. This capacity will allow EID to utilize its full allotment of raw water from Folsom Lake. A second source of water is from the Gold Hill Intertie which currently provides an additional 7.3 MGD to the El Dorado Hills and Cameron Park areas.

As indicated above, the parcels making up the Specific Plan area have been allocated 906 EDUs for water service by EID. The AD-3 Master Facilities Plan has been developed to accommodate the total EDU's allocated pursuant to the formation of AD-3. There are existing water facilities available to the Specific Plan previously constructed by EID including an 18 inch water main in Latrobe road which supplies a recently completed 3 million gallon storage tank on the Specific Plan property. To the extent further facilities are required to be brought to the Specific Plan area for the initial phases of development, such improvements are already programmed into the AD-3 Master Plan and shall be constructed by EID with AD-3 funding.

The water distribution facilities internal to the Specific Plan may be financed through the use of an assessment district, community facilities district or direct developer financing. The election on how such facilities will be financed will be made prior to or concurrently with the filing of a final subdivision map within any portion of the Specific Plan. The filing of a final subdivision map requires the subdivider to provide a bond or other surety acceptable to the County and EID that all facilities will be constructed. Further, County ordinance, Specific Plan conditions of approval and EID policy require that prior to the recordation of a final map water meters must be purchased. These policies ensure the availability of facilities and supply as demand occurs.

The adequacy of the facilities, offsite and onsite, will ultimately be determined by EID at such time as a Master Facilities Plan Report ("MFPR") is accepted. A conceptual Water Plan for the Specific Plan is shown in Exhibit "A" attached hereto (the ultimate configuration of the water facilities is subject to EID approval).

3. Planned Offsite Infrastructure and Water Rights.

The existing and planned AD-3 facilities provide the only treatment and transmission facilities available to the El Dorado Hills area. Because the facilities within AD-3 were sized based on its original boundaries and proposed densities, it has been deemed appropriate by EID to create a new assessment district, to accommodate the service needs of proposed new development in the El Dorado Hills area not anticipated when AD-3 was formed. In addition, the new assessment district will be EID's first step in providing infrastructure to treat and deliver water obtained from EID's newly acquired and planned future water rights. On October 5, 1996, the California Water Resources Board tentatively approved EID's application for 17,000 acre feet of water from the American River water basin, which will provide sufficient water supplies for the development of the entire Specific Plan. At the time of the drafting of this PFSP a number of issues remain to be resolved prior to the implementation of this water right. However, with the formation of the new assessment district, EID will be prepared to begin the utilization of the additional supplies as soon as they become available.

On October 7, 1996 the EID Board of Directors endorsed the *El Dorado Hills Master Facilities Plan*, prepared by CH2M Hill, dated November, 1995, (the "Master Facilities Plan") which describes the facilities proposed to complete the original plans of AD-3 and create new facilities to meet future demand. In its October 7th action the Board of Directors directed EID staff to begin the formation of a new district to work in conjunction with AD-3 according to the Master Facilities Plan. The Specific Plan is included within the planned new district and Landowner will participate in its formation.

The proposed new district, now referred to as Assessment District No. 12 ("AD-12"), will be implemented in much the same way as AD-3 providing for an annual assessment based on the planned number of EDUs required for the development of the property which will provide the income stream for the issuance of bonds for "backbone" facilities to serve the area. In addition, an increased hookup fee will be collected at the time of final map approval which will provide ongoing funding for future phases of facility development. The bulk of the facilities necessary for water service to the Specific Plan have already been included in EID's capital facilities plan including the construction of a new water storage tank and transmission mains planned in the Specific Plan area. It is anticipated that the facilities will be in place prior to the need generated by development. Should for any reason the necessary facilities not be completed in time for the development

of the project the landowners will include the construction of such facilities in the development plans for the effected phases subject to reimbursement from EID either through credits against future hookup fees or through direct cash reimbursement when such funds are made available through bond sales or collections of other revenues earmarked for El Dorado Hills facilities development.

A number of system improvements are proposed to provide future capacities. Treatment plant expansions, water storage tanks, conveyance structures and additional water sources needed to meet development in the area are discussed in EID's Facilities Master Plan. Certain improvements are anticipated by AD 3 and additional improvements are in the planning stages which are anticipated to be in place prior to the completion of construction in Valley View. Since this water system is the regional water supply solution for El Dorado Hills, assessment district improvements have been structured and scheduled to keep ahead of development in the area.

Although it is anticipated that AD-12 and the pending water rights described above will ultimately be the source of additional water supplies and infrastructure, formation of AD-12 is not a condition precedent to the ultimate development of the Specific Plan. Other sources of water and infrastructure programs may be considered and implemented by the County or EID which will allow for continued development of the Project. An example of a program being studied which may provide additional water resources is the use of reclaimed water for domestic irrigation or what has been referred to as a "dual system." Through such an approach available supplies of potable water can supply a greater number of residential units thus increasing the number of available EDU's within the AD-3 system. If for any reason AD-12 is not formed as anticipated, alternative mechanisms may be considered by EID, Landowner and/or other landowners in the vicinity to finance needed improvements.

4. Planned Onsite Improvements. The Master Facilities Plan has divided the Valley View project into two overall pressure zones: those areas below elevation 710 and those above this elevation. These pressure zones are established by the position of water storage tanks both already constructed and proposed to serve the existing business park and the Valley View projects. Tank E-1 is a recently completed 3 MGD storage tank located close to the existing Business Park Tank which has been converted to store reclaimed water from the El Dorado Hills Wastewater Treatment Plant. Tank E-1 is the first of two tanks proposed for this location and with a high water surface elevation of 820 feet will serve those areas in Valley View as well as the business park below elevation 710 feet. This tank is supplied by 24-inch and 30-inch water transmission mains connected to an existing 18-inch transmission main in Latrobe Road which is located along the west edge of the Valley View project. To serve those areas of Valley View above elevation

710 and provide additional fire storage for the business park, a third tank is proposed to be located in the East Ridge area of Valley View. It is proposed that this Upper Valley View Tank will have a capacity of 2 MGD and with a high water surface elevation of approximately 1260 feet it will serve those areas below elevation 1160 feet. Water will be supplied to this tank by a booster pump station that will pump water through a proposed 18-inch transmission main from the transmission main serving Tank E-1. A limited number of lots in the East Ridge area of the project may be able to be served directly from this pump station prior to the construction of the Upper Valley View Tank if at that time EID feels this is a desirable interim system.

Additional water transmission facilities proposed include an 18-inch transmission main which will be located along the east side of the El Dorado Hills Wastewater Treatment Plant parcel and along future Valley View road alignments from the transmission main serving Tank E-1, north to White Rock Road. The proposed 18-inch line will connect to a proposed 16-inch transmission main to be located in White Rock Road. This 16-inch line will connect to the existing 18-inch line in Latrobe Road and run east to a connection point with a proposed 18-inch line near Highway 50.

Other water improvements proposed for the Valley View project consist of water distribution mains that will be looped and provide water service to the various proposed neighborhoods and pressure zones. Pressure reducing and pressure sustaining valve stations will be required at various locations within this system. Within each neighborhood typical distribution mains, fire hydrants and house services will be provided.

SEWER SYSTEM

The Valley View project is planned to have a full wastewater collection system that will receive wastewater from all lots within the project and transport it via gravity mains, wastewater pump stations and force mains to the El Dorado Hills Wastewater Treatment Plant that is operated by the El Dorado Irrigation District (EID). The El Dorado Hills Wastewater Treatment Plant is located on the east side of Latrobe Road and is bounded on the north, east and south sides by the Valley View Project.

1. Existing Offsite Sewer Facilities. The El Dorado Hills Wastewater Treatment Plant was constructed by and is being expanded by Assessment District No.3 (AD 3) funds. It is anticipated that current improvements to the El Dorado Hills Wastewater Treatment Plant will provide adequate treatment capacity for the initial phases of the Valley View development. Currently the treatment plant capacity is being expanded from 1.6 to 3.0 million gallons per day (MGD). In addition, the water reclamation facilities are being upgraded. Ultimately the treatment plant capacity will be expanded to 8.6 MGD as outlined in the El Dorado Hills Master Facilities Plan dated November, 1995.

Treatment plant improvements are being made by the existing AD 3 and future improvements will be made by this district as well as a new district which is anticipated to be in place prior to the start of improvements in Valley View. Since this treatment plant is the regional wastewater solution for El Dorado Hills, the assessment district improvements have been structured and scheduled to keep pace with development.

Existing wastewater improvements include the El Dorado Hills Wastewater Treatment Plant, the existing Business Park tank, which has been converted to store treated and reclaimed wastewater, and a new 18-inch reclaimed water line. This new reclaimed water line runs through the northwestern half of the Valley View project and supplies reclaimed water to El Dorado Hills developments north of Highway 50. There are two gravity sewer mains that are located parallel to and easterly from Carson Creek in the northwestern part of the project site. These mains serve existing development north and west of the Valley View project.

2. Proposed Onsite Sewer Facilities. Sewer system improvements proposed by the Valley View project include gravity sewer mains, pump stations and force mains; all of which will be constructed to EID standards so that when completed EID will accept the facilities into its system. Wastewater from the East Ridge area of the Valley View project will be collected in gravity sewer lines that will run to the lower elevations of the East Ridge area, along the southern end of the site. From here, the sewage will be pumped over the westerly ridge and outfall into the gravity system serving the West Valley area. The wastewater from the West Valley area is directed by gravity pipes to the low area just south of the main entrance to the Valley View development. A new pump station will pump the wastewater nearly 6,000 LF to the headworks of the El Dorado Hills Wastewater Treatment Plant. The West Valley pump station is required because the elevations at the development entry are more than 30 feet in elevation below the headworks of the treatment plant. It is intended that the White Rock area of the development can flow by gravity directly into the treatment plant or existing mains that run through this portion of the project. A conceptual Sewer Facilities Plan is shown in Exhibit "B" attached hereto (the ultimate configuration of the sewer facilities is subject to EID approval).

ROADWAY IMPROVEMENTS

1. Offsite Roadway Improvements.

a. **County Road Improvements.** Two existing County roads provide external access to the Valley View project site. The Valley View project has approximately 750 of frontage on White Rock Road along the project's most northern edge. Approximately two miles of frontage along Latrobe Road provides primary access to the project. Latrobe Road is currently a two-lane road. It is planned to be expanded to a four-lane configuration from the primary project entrance north to White Rock Road. Six lanes are planned from White Rock Road north to Highway 50. White Rock Road at the north end of the project area will eventually connect to a second major freeway interchange planned at Silva Valley Parkway. White Rock Road itself will undergo expansion to an ultimate six-lane configuration between Latrobe Road and the new interchange. Improvements to planned capacities of both Latrobe Road and White Rock Road are to be carried out under the County's established Road Impact Fee program to which all development in Valley View shall contribute.

El Dorado County has adopted a comprehensive road impact fee program which includes the El Dorado Hills/Salmon Fall Road Impact Fee (the "RIF"). The RIF is formed for the purpose of financing the road network within the El Dorado Hills area of the County. The improvements discussed above to White Rock Road and Latrobe Road effecting the Specific Plan are programmed to be constructed through funds collected by the RIF program. The County has adopted and periodically updates the Capital Improvements Plan ("CIP") as part of the RIF program. The CIP identifies the projects which are to be constructed with RIF funds within the next five years (the "5 year CIP") and the next twenty years (the "20 year CIP"). The RIF program is unique in that the adopted fee contemplates one hundred percent funding of the critical road segments identified in the CIP. No outside sources of funding are required to ensure the success of the program. Accordingly, as development which is subject to the RIF fee occurs the funds are generated to provide the CIP improvements either simultaneously with the need or shortly thereafter to prevent long term circulation system failure. Projects which are identified as key improvements when considering the full buildout of the Specific Plan and which are included in the CIP for the RIF program include the following: construction of improvements to the El Dorado Hills/Highway 50 interchange; widening of White Rock Road between Latrobe Road and the future Silva Valley Interchange; and widening of Latrobe Road from White Rock Road to the Project entrance. The RIF fee is periodically reviewed to ensure that revenues keep pace with construction cost and was recently increased to compensate for increased costs on recent RIF funded projects.

It is anticipated that through the continued monitoring of the RIF program that the improvements required for the full buildout of the Project shall occur concurrently with the anticipated pace of its development. To ensure that the development of the Specific Plan will not result in long term degradation of levels of service on County Roadways below the thresholds provided in the General Plan, prior to approval of a tentative subdivision map within the Specific Plan, Landowner shall cause to be performed a traffic study to determine whether Project development together with other development have resulted in levels of service on White Rock Road and Latrobe Road, adjacent to the Project, below the thresholds permitted in the General Plan, as provided at the time of Project approval. Should it be determined that such degradation of service may occur as a result of approval of the proposed tentative subdivision map, such map shall be conditioned to construct the improvements required to maintain the level of service unless it is found that such improvements have been included within the CIP for the RIF program and the projected completion of the improvements as set forth in said CIP will result in such construction occurring concurrently with the impacts associated with the proposed tentative map. This is consistent with Mitigation Measure T-16 as set forth in the Project Environmental Impact Report. Through this approach improvements anticipated to be constructed through the RIF program will be monitored in conjunction with the buildout of the Specific Plan.

b. State Highway Systems. The County has adopted a program for the financing of improvements to the State Highway system within El Dorado County called the Transportation Impact Mitigation Fee for State System's Capacity and Interchange (the "TIM" fee). This program is implemented in the same fashion as the RIF program, utilizing a 5 year and 20 year CIP process for planning and financing identified improvements. Revenues from the TIM fee program have been recently allocated for the financing of additional lanes to Highway 50. The additional lanes shall be designated as High Occupancy Vehicle lanes from El Dorado Hills Boulevard to Hazel Avenue in Sacramento County and are projected to alleviate existing traffic congestion on Highway 50 at peak times. The TIM fee revenues will be used as part of a financing package including State funds allocated to the El Dorado County Transportation Authority to fund the additional lanes.

In accordance with Mitigation Measure T-7 of the Project EIR the payment of the TIM fees by development within the Specific Plan area shall constitute the mitigation for Project related impact to Highway 50. At the time of the preparation of traffic studies for each phase of Project development, the County shall monitor the traffic conditions on Highway 50 and shall use such data in conjunction with data received from other projects to schedule the implementation of the TIM CIP program.

2. **Onsite Roadways.** The road system planned for Valley View focuses inward. No roads within the project connect with other collector roads to provide through access to any other neighborhood or other developed area except as required for emergency ingress and egress. As a result, the project road system has been developed with profiles and circulation standards that are unique to the project and differ in a number of ways from standard road configurations used in the county. These internal roads will be financed through direct developer financing or through community facilities district(s) or traditional assessment districts. Precise timing of the various elements of the roadway system will depend on the phasing of the different areas of the project. The onsite roadways which serve as internal circulation of the Specific Plan shall be constructed at the expense of the developer, either through direct financing or assessment district financing, of the subdivision or project creating the need for such improvements, which shall be determined at the time of subdivision map approval. In the event that County requires that onsite roads are to be used by other properties which may be developed Landowner shall be entitled to fair share reimbursement.

OPEN SPACE AND PARKS

1. Open Space

a. **Dedication.** The Specific Plan identifies approximately 636 acres of lands as public open space. This open space is planned for the preservation and enhancement of significant natural habitat features, archeological sites, topographic features and sensitive viewsheds, both from and onto the property. The areas designated as public open space shall be either dedicated to a public agency or a master homeowners association for maintenance and preservation.

b. **Fire Management Plan.** A Fire Management Plan for the Specific Plan, dated July 1998 was prepared by the firm of Leisz & Murphy, which describes the maintenance requirements for the open space areas to ensure a fire safe condition for residents within the Specific Plan and surrounding areas. Such maintenance shall be performed by the agency accepting dedication of the open space areas, financed through an area of benefit assessment or other mechanism, or if the open space is not dedicated to a public agency, by the master homeowners association.

c. **Trails.** Landowner shall construct pedestrian and bicycle trails within or adjacent to the collector street rights of way at such time as the road systems are constructed. Where feasible the trails shall be constructed through open space areas, provide that, such trails shall be constructed so as to not negatively impact the habitat or preservation values of adjacent open space areas.

d. **Landscaping and Lighting District.** A Landscaping and Lighting District, or other appropriate funding mechanism, shall be formed by landowners for the purpose of providing funding for the perpetual maintenance of the open space area in the event the open space is dedicated to a public agency. If the open space is not dedicated to a public agency the maintenance shall be financed through the assessment of homeowners association dues. In that event the Landscaping and Lighting District will remain in place, but unfunded, as a backup financing mechanism.

2. **Parks.**

a. **Dedication Requirements.** The landowners and developers shall convey to the appropriate maintenance entity park acreage sufficient to comply with the requirements of the General Plan (5 acres per 1000 population, based on 3.3 persons per household). The Specific Plan identifies potential locations for parks within the Plan, however, the precise location and size of the parks shall be determined at the time of approval of tentative maps for the area wherein the park site is located or as provided in any subsequent agreement entered into between Landowner and the El Dorado Hills Community Services District (the "CSD"). Pursuant to agreement between the landowner and the CSD, fees may be paid in lieu of land dedication to satisfy the General Plan requirements, provided that such fees shall be used to serve the park needs of the residents of the Specific Plan area.

b. **Maintenance Entity.** Maintenance of parklands within the Specific Plan shall be performed by either the CSD or through the use of a private homeowners association formed by Landowner. In order to ensure that parks are available to the general public and maintenance is funded on an equitable basis it is preferable that maintenance be performed by the CSD or another governmental entity.

c. **Park Financing.** It is anticipated that the financing for the development of park facilities on the identified sites shall come from park "in lieu" or development fees collected at the time of building permit issuance. This will be done in conjunction with the CSD. Landowner, or its successors, may elect to provide additional park land and/or to fund park development through the use of a community facilities district, an assessment district, or direct developer financing which will result in credits against park "in lieu" fees or development fees otherwise chargeable at building permit issuance.

SCHOOLS

1. **School Districts.** The Specific Plan area is within the Buckeye Union School District ("BUSD") providing school facilities for grades K through 8 and the El Dorado Union High School District ("EDUHSD"), providing high school facilities, grades 9 through 12.

2. School Facilities. Two potential school sites are depicted in the Specific Plan for elementary school facilities. These sites have been reviewed by the BUSD and have not at this time been accepted by the BUSD or the State for use as school sites. Landowner and the BUSD have conducted discussions regarding the school sites and are exploring reconfiguration of the proposed sites to serve the BUSD's needs. Prior to the recordation of the first final residential subdivision map (other than a large lot subdivision map) within the Specific Plan area the Landowner and the BUSD shall have agreed as to the configuration of the school sites to be reserved in the Specific Plan.

3. School Financing. The primary method for financing school facilities shall be through the payment of school impact fees collected by the County Office of Education. The amount currently being collected for each building permit at time of issuance is \$8288.00, adjusted annually by the change in the construction cost index. Prior to the recordation of the first residential final subdivision map (other than a large lot subdivision map) Landowner and the BUSD and EDUHSD shall have entered into an agreement committing the Specific Plan area to the payment of the prevailing school mitigation fee at the time of such agreement. The payment of the fees according to the agreement to be entered into shall be deemed to provide school mitigation in accordance with General Plan Policy 5.8.1.1.

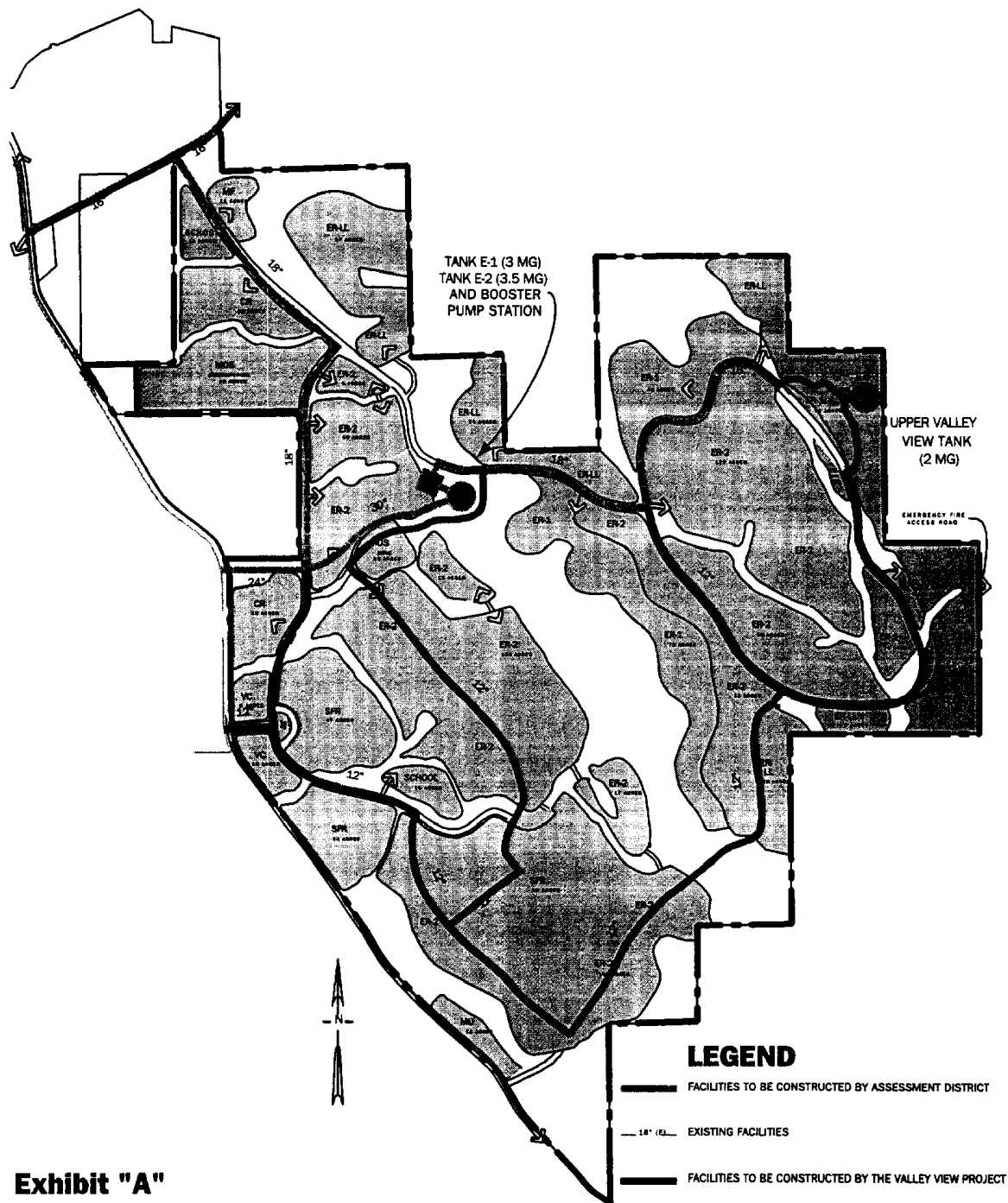


Exhibit "A"
Preliminary Water System
 Valley View Specific Plan

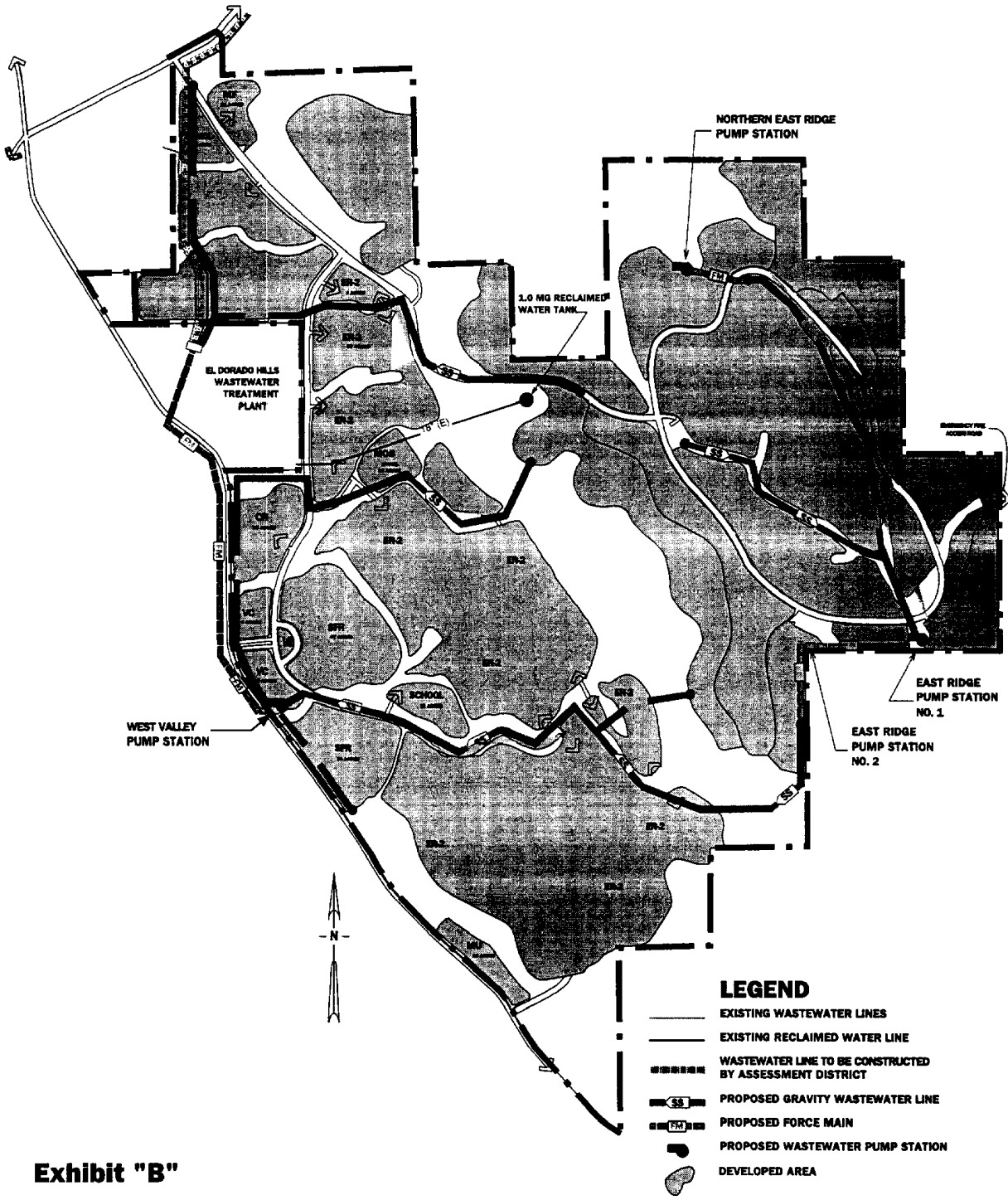


Exhibit "B"
Preliminary Wastewater System
 Valley View Specific Plan

File No. DA22-0001
Draft 2023 Development Agreement
Exhibit I

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

County of El Dorado
330 Fair Lane
Placerville, CA 95667
Attn: Clerk of the Board of Supervisors

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE § 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

COMMUNITY BENEFIT AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

COUNTY OF EL DORADO AND

EAST RIDGE HOLDINGS, LLC,

EL DORADO LAND VENTURES, LLC, AND

VALLEY VIEW REALTY INVESTMENTS, LLC

FOR THE DEVELOPMENT KNOWN AS

EAST RIDGE VILLAGE

Effective Date:

Community Benefit and Development Agreement
By and Between County of El Dorado and East Ridge Holdings, LLC,
El Dorado Land Ventures, LLC, and Valley View Realty Investments, LLC
For the Development Known as East Ridge Village

This Community Benefit and Development Agreement (hereinafter “**Agreement**”) is made and entered into this [INSERT DATE] day of [INSERT MONTH], 2023, by and between the **County of El Dorado** (hereinafter “**County**”) and **East Ridge Holdings, LLC**, a Delaware limited liability company (hereinafter “**East Ridge**”), **El Dorado Land Ventures, LLC**, a Delaware limited liability company (hereinafter “**Land Ventures**”), and **Valley View Realty Investments, LLC**, a Delaware limited liability company (hereinafter “**Valley View**”), pursuant to the authority of fs 65864 through 65896.5 of the California Government Code and Chapter 130.58 of the County’s Ordinance Code relating to development agreements. East Ridge, Land Ventures, and Valley View are hereinafter sometimes collectively referred to as “**Landowners**” and singularly as “**Landowner**.” County and Landowners are hereinafter sometimes collectively referred to as the “**Parties**” and singularly as “**Party**.”

Recitals

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

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

B. On December 8, 1998, the County adopted Ordinance No. 4517 approving the Valley View Specific Plan (“VVSP”) and certified an Environmental Impact Report (“EIR”) (State Clearing House No. 97082008) for the VVSP, which is a master planned community that consists of approximately 2,037 acres and includes approximately 2,840 dwelling units.

C. The County adopted an ordinance approving the Valley View Specific Plan Development Agreement on December 8, 1998 (“1998 Development Agreement”), and that development agreement expired on approximately January 7, 2019.

D. Development of the VVSP has continued since its approval and approximately 2,138 dwelling units of the approximately 2,840 approved dwelling units have been entitled or constructed.

E. East Ridge Village is within the VVSP and has an approved tentative map (TM14-1521) (“Small Lot Tentative Map”) that would create approximately 759 lots consisting of 701 residential lots, forty-one landscape lots, twelve roadway lots, two recreational park lots, one sewer lift station lot, one water tank lot, and one pump station lot.

F. The Small Lot Tentative Map was originally approved on June 11, 2015 and, on July 13, 2017, the Planning Commission approved six one-year discretionary time extensions, resulting in a current expiration date of June 11, 2024.

G. On December 15, 2015, the County approved a final map for the East Ridge Village Large Lot Tentative Subdivision Map, thereby creating 65 lots for financing and phasing purposes.

H. Pursuant to the 1998 Development Agreement and the Mello-Roos Community Facilities Act of 1982 (the "Act"), and at the request of Landowners, on October 20, 2015, the Board of Supervisors formed Community Facilities District No. 2015-1 (East Ridge) (the "2015 CFD") and authorized bonding authority for the 2015 CFD for the purpose of financing in part certain development fees and to advance funds for certain public improvements, including payment of certain fees to prescribed public entities other than the County.

I. Due to marketing and development challenges associated with the construction of residential units, major infrastructure improvements, and delays associated with the Covid-19 pandemic, Landowners do not anticipate seeking a Final Subdivision Map before the Small Lot Tentative Map expires.

J. The Subdivision Map Act provides that a tentative map may be extended for the period of time provided for in a development agreement, and a development agreement providing an extension of the Small Lot Tentative Map would allow for completion of East Ridge Village and the VVSP consistent with the approved master planned community.

K. Landowners have requested that the 2015 CFD be abandoned and that County form a new community facilities district (the "2023 CFD") on updated terms.

L. The Project will provide County-wide benefits, as more fully detailed in this Agreement, including an community benefit fee of Five Hundred Dollars (\$500.00) per dwelling unit, including an annual adjustment ("Affordable Housing Fee"), and pay-as-you-go ("PAYGO") special tax revenues beginning in the first year a special tax is levied in the 2023 CFD.

M. On [INSERT DATE], the Board of Supervisors introduced Ordinance No. [INSERT] approving this Agreement and authorizing its execution, and adopted such Ordinance on [INSERT DATE], with the Effective Date as set forth in Section 1.2.

Definitions

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

1. "1998 Development Agreement" has the meaning described in Recital C.
2. "2015 CFD" has the meaning described in Recital H.
3. "2023 CFD" has the meaning described in Recital K.

4. “Agreement” means this Community Benefit and Development Agreement.
5. “Applicable General Plan” means the County’s General Plan, adopted on July 19, 2004, as amended through the Effective Date.
6. “Community Benefit Fee” has the meaning described in section 3.2.1.
7. “County” means the County of El Dorado.
8. “CPI” means the Consumer Price Index (all items) for the San Francisco-Oakland-Hayward area. Any CPI adjustment provided for in this Agreement shall be made on January 1 of each year, commencing January 1, 2024. In the event the CPI is no longer published, the County shall, in its reasonable discretion, select a similar index to calculate the annual adjustment.
9. “East Ridge Property” means that certain real property legally described in Exhibit A-1 and depicted on Exhibit A-2.
10. “Effective Date” has the meaning described in Section 1.2.
11. “EIR” means the Final Environmental Impact Report for the VVSP (State Clearing House No. 97082008).
12. “Landowners” mean East Ridge Holdings, LLC, or its successors in interest, El Dorado Land Ventures, LLC, or its successors in interest, and Valley View Realty Investments, LLC, or its successors in interest.
13. “Land Ventures Property” means that certain real property legally described in Exhibit B-1 and depicted on Exhibit B-2.
14. “PAYGO” has the meaning described in Recital L and the 2023 CFD Rate and Method of Apportionment Exhibit.
15. “Project” means the development of East Ridge Village within the VVSP and related entitlements described in the Recitals and Section 2.1.
16. “Project Approvals” mean the development approvals and entitlements set forth in Section 2.1.
17. “Property” means the East Ridge Property, Land Ventures Property, and Valley View Property.
18. “Small Lot Tentative Map” shall mean the tentative subdivision map described in Section 2.1.
19. “Term” shall have the meaning described in Section 1.3.
20. “Valley View Property” means that certain real property legally described in Exhibit C-1 and depicted on Exhibit C-2.

SECTION 1.
GENERAL PROVISIONS

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

1.2 Agreement to be Recorded; Effective Date. When fully executed, this Agreement will be recorded in the Official Records of El Dorado County, pursuant to Government Code Section 65868.5. The effective date of this Agreement shall be the later of (a) the date that is thirty (30) days after the date that Ordinance enacting this Agreement is adopted, or (b) the date this Agreement is fully executed by the Parties (“**Effective Date**”). The Effective Date is inserted at the beginning of this Agreement. The Parties acknowledge that Section 65868.5 of the Development Agreement Statute requires this Agreement to be recorded in the Official Records no later than ten (10) days after the County enters into this Agreement.

1.3 Term. The Term of this Agreement shall commence on the Effective Date and expire on July 11, 2034. The expiration date for the Small Lot Tentative Map for the Project shall be extended for the Term of this Agreement. The Term shall be automatically extended for a period of time commensurate with any period of time during which a challenge to the Project Approvals or the validity of this Agreement is pending.

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

1.4.1 Expiration of the Term;

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

1.4.3 The Effective Date of a Party’s election to terminate this Agreement as provided in Section 5.2.

1.4.4 As to a single residential lot within the Project, upon building permit final inspection and the conveyance of such lot or parcel to a bona fide good faith purchaser. Such termination shall be automatic without any further action by either Party or the need to record any further documents.

1.5 Interest of Landowners. East Ridge has a legal or equitable interest in that certain real property legally described in Exhibit A-1 and depicted on Exhibit A-2 (“East Ridge Property”) sufficient to enter into this Agreement with County. Land Ventures has a legal or equitable interest in that certain real property legally described in Exhibit B-1 and depicted on Exhibit B-2 (“Land Ventures Property”) sufficient to enter into this Agreement with County. Valley View has a legal or equitable interest in that certain real property legally described in Exhibit C-1 and depicted on Exhibit C-2 (“Valley View Property”) sufficient to enter into this Agreement with County.

1.6 Covenants Running With the Land. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land against any and all subsequent owners regardless of how ownership is obtained, including but not limited to a foreclosure sale. Each covenant to do, or refrain from doing, some act with regard to the development of the Property (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and every portion thereof; and (c) is binding upon each Party and each successor in interest or subsequent owner during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 2.4, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by the applicable Landowner in writing pursuant to Section 1.7 or, in the event of a foreclosure, assumed by the successor in a form acceptable to the County.

1.7 Right to Assign; Non-Severable Obligations.

1.7.1 Except as otherwise provided, and provided that Landowners are not in default of this Agreement pursuant to Section 5, Landowners shall have the right to assign this Agreement as to the East Ridge Property, Land Ventures Property, and/or Valley View Property, as applicable, or any portion thereof, in connection with the sale, transfer, or conveyance thereof to a third party during the term of this Agreement, provided prior written notice of such assignment is given to County. Provided such assignment is done in writing and the assignee assumes all of the applicable Landowner's obligations hereunder, the applicable Landowner shall be released from any further liability or obligation from this Agreement related to the East Ridge Property, Land Ventures Property, and/or Valley View Property, as applicable, or the portion thereof so conveyed and the assignee shall thereafter be the "Landowner" with all rights and obligations related thereto with respect to such conveyed property. The form of assignment agreement is attached as Exhibit D hereto.

1.7.2 The obligations and conditions set forth in this Agreement are not severable, and any sale of the Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever the obligations and/or conditions shall be a nullity and shall have no force or effect. In the event of a foreclosure of all or part of the Property, the Project Approvals shall have no force and effect until any subsequent owner seeking to develop under the Project Approvals executes a written agreement, in a form acceptable to the County, assuming all rights and obligations under this Agreement.

1.8 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the County and Landowners (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment), as provided in Government Code Section 65868. If the proposed amendment affects less than the entire Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The cost to the County in processing such a proposed amendment shall be paid by Landowners.

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

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

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

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

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

Notice to the County: County of El Dorado
2850 Fairlane Court
Placerville, CA 95667
Attn: Director of Planning and Building

Notice to East Ridge: East Ridge Holdings, LLC
4370 Town Center, Blvd., Suite 100
El Dorado Hills, California 95762
Attention: William B. Bunce

Notice to Land Ventures: El Dorado Land Ventures, LLC
4370 Town Center, Blvd., Suite 100
El Dorado Hills, California 95762
Attention: William B. Bunce

Notice to Valley View: Valley View Realty Investments, LLC
4370 Town Center, Blvd., Suite 100
El Dorado Hills, California 95762
Attention: William B. Bunce

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

1.15 List of Exhibits.

- Exhibit A-1: Legal Description of East Ridge Property
- Exhibit A-2: Depiction of East Ridge Property
- Exhibit B-1: Legal Description of Land Ventures Property
- Exhibit B-2: Depiction of Land Ventures Property
- Exhibit C-1: Legal Description of Valley View Property
- Exhibit C-2: Depiction of Valley View Property
- Exhibit D: Form of Assignment

1.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

1.17 Signatures. Landowners and County represent and warrant that the individuals executing this Agreement have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Landowners and County.

SECTION 2. DEVELOPMENT OF THE PROPERTY

2.1 Project Approvals. The Property shall be developed in accordance with the Project Approvals identified in this subsection 2.1. The permitted uses of the Property, the density and intensity of use, and the maximum height and size of proposed buildings, and the provisions for reservation or dedication of land for public purposes shall be those set forth in the Project Approvals. The Project Approvals shall consist of:

2.1.1 The Applicable General Plan;

2.1.2 The VVSP approved by the County on December 8, 1998;

2.1.3 East Ridge Village Tentative Subdivision Map (TM14-1521) for the Property approved on June 11, 2015 and extended on July 13, 2017, and the associated conditions of approval;

2.1.4 The EIR and February 25, 2014 Addendum thereto for the VVSP and the Mitigation Monitoring and Reporting Program adopted with the EIR; and

2.1.5 Ordinance No. XXX, dated [INSERT DATE], adopting this Agreement.

2.2 Consistency with the General Plan. The County finds that the provisions of this Agreement and the development of the Property are consistent with and conform to the Applicable General Plan and the VVSP.

2.3 Vested Rights of Landowners. Landowners shall have the vested right to develop the Property in accordance with the Project Approvals described in Section 2.1 and in conformity with the County rules, regulations, policies, standards, specifications, and ordinances, including the zoning ordinance, in effect as of the initial approval of the Small Lot Tentative Map provided that Landowners are not in default under this Agreement. To the fullest extent allowed by law, any change in, or addition to, the County rules, regulations, policies, standards, specifications, and ordinances, including, without limitation, any change in the Applicable General Plan, County Code, or other rules and policies adopted or becoming effective after the initial approval of the Small Lot Tentative Map, including, without limitation, any such change by ordinance, County Charter amendment, initiative, referendum (other than a referendum that specifically overturns the County's approval of the Project Approvals), resolution, policy, or moratorium, initiated or instituted for any reason whatsoever and adopted by the Board of Supervisors, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict with or be more restrictive than, or impose obligations on the Project greater or more stringent than the Project Approvals, shall not be applied to the Project. The vested right to proceed with the Project shall be subject to any subsequent discretionary approvals required in order to complete the Project provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Project Approvals. The Small Lot Tentative Map and any other tentative subdivision maps approved within the Project shall have a term coincident with the Term of this Agreement.

2.4 Rights Retained by the County. Notwithstanding any other provisions of this Agreement, including the vesting granted by Sections 2.1 and 2.3, the following regulations and provisions shall apply to the development of the Property:

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

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

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

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

2.4.5 Nothing herein shall be construed to limit the County's general police power to implement, based upon appropriate and adequate findings, specific measures necessary to alleviate legitimate and bona fide harmful and noxious uses, or protect against real, actual, and dangerous threats to the health and safety of County residents, in which event any rule, regulation, or policy imposed on the development of the Property shall be done to the minimum extent

necessary to correct such bona fide harmful and noxious uses or protect against any such real, actual, and dangerous threats to the health and safety of County residents.

2.4.6 Any fees, taxes, assessments, and charges adopted by the County in accordance with the Mitigation Fee Act or other applicable law that are in effect and collected at the time of the approval of a subsequent entitlement or the issuance of a building permit, as provided in this Agreement or as generally applicable throughout the County, provided that such fees, taxes, assessments, and charges are reasonably related to the cost of the facility or service for which they are imposed, applied to all similar private projects within the County, and in effect at the time of the issuance of a requested building permit. For any fees, taxes, assessments, or charges adopted by the County that are assessed by zone or area, “similar private projects” will mean projects in the same zone or area as the Project.

2.5 Revisions to Project Approvals. Landowners may apply, in writing, to revise the Project Approvals. If the Director of Planning and Building Department, or his/her designee, determines, in his/her sole discretion, that the requested revision is (1) a minor change to the Project considered as a whole; (2) does not increase the density or intensity of the use approved in the Project Approvals; (3) is consistent with this Agreement; (4) is consistent with the Applicable General Plan; and (5) does not substantially change the analysis contained in the EIR, the Director of Planning and Building Department or his/her designee may approve the requested revision without public hearing. The notice and appeal process for such a revision shall be the same process as for any other Director of Planning and Building Department approval at the time of the action requested. If the Director of Planning and Building Department determines the application does not comply with the above, then it shall be processed with all applicable public hearing and notice provisions then in effect.

2.5.1 Parties Required to Amend. Where a portion of a Landowner’s rights or obligations have been transferred, assigned, and assumed in accordance with this Agreement, the signature of the person or entity to whom such rights or obligations have been assigned shall not be required to effectuate a revision or amendment of this Agreement unless such amendment would materially alter the rights or obligations of such assignee, provided thirty (30) days’ prior written notice of any amendment is provided to such person or entity by the amending parties. In no event shall the signature or consent of any non-assuming assignee be required to amend this Agreement. The consent of a Landowner shall be required to any amendment to this Agreement only to the extent that such an amendment relates to or affects any portion of the Property which Landowner still owns in fee.

2.6 Priority of Enactment. In the event of conflict between this Agreement, the Project Approvals, and any County ordinance, resolution, or policy, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (1) this Agreement; (2) the Project Approvals; and (3) any County ordinance, resolution, or policy. In the event of a conflict between two or more of the foregoing documents, the language of that document which is superior in priority as provided above shall govern.

2.8 Obligation and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security instrument with respect to the Property, or any portion thereof, shall not be

obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but, in the event said holder takes title to the Property through foreclosure of a mortgage or a deed of trust, or deed-in-lieu of such foreclosure, said holder shall be bound by all of the terms and conditions of this Agreement that pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Property, or such portion thereof, which accrue prior and subsequent to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

SECTION 3. OBLIGATIONS OF THE PARTIES

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

3.2 Landowners' Obligations. As consideration for County entering into this Agreement and to provide county-wide benefits, Landowners agree as follows:

3.2.1 The Project shall be subject to a one-time Five Hundred Dollars (\$500.00) per dwelling unit fee, subject to annual adjustment based on the percentage change in the CPI, to be utilized for any purpose benefiting the community, as determined in the sole discretion of the Board of Supervisors ("Community Benefit Fee"), payable in connection with issuance of each building permit within the Project.

3.2.2 County shall be entitled to receive PAYGO 2023 CFD special tax revenues beginning in the first year the special tax is levied in the 2023 CFD as further set forth in that certain Use of Special Tax Funds Agreement being entered into concurrently with this Agreement.

3.2.3 Landowner's Obligations shall survive expiration of the Term of this Agreement.

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

3.4 Credits and Reimbursements. This Agreement shall not in any way limit or affect any rights Landowners may have to seek credits or reimbursements for improvements of any kind that Landowners are otherwise eligible to seek under any County ordinance, fee program, policy, the VVSP, or other source.

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

3.6 County Cooperation and Processing. County, through its officers, agents, and employees, shall exert good faith efforts and cooperate with Landowners and support the Project as necessary: (a) to issue approvals of improvement plans, encroachment permits, tentative maps that are consistent with the VVSP, final maps, and other ministerial approvals in a timely manner, (b) formation and implementation of financing districts, including but not limited to the 2023 CFD, and (c) to obtain other permits or approvals required from other government agencies to effectuate the development of the Property.

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

3.8 Changes in State or Federal Law. In the event changes in County law, based on changes to state or federal law, prevent or preclude, or render substantially more expensive or time consuming, compliance with one or more provisions of this Agreement, County and Landowners shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes in the law. County shall reasonably cooperate with Landowners, at Landowners' expense, in Landowners' efforts to obtain any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this Section. Nothing in this Agreement shall preclude County or Landowners from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such changes in the law. If changes in the law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, Landowners, in their sole and absolute discretion, may terminate this Agreement by providing written notice thereof to County.

3.9 Estoppel Certificate. Landowners or their lenders may, at any time, and from time to time, deliver written notice to County requesting County to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) the applicable Landowner is not in default of the performance of its obligations, or if in default, to describe there the nature and extent of any such defaults. The applicable Landowner shall pay, within thirty (30) days following receipt of County's invoice, the actual costs borne by County in connection with

its review of the proposed estoppel certificate, including the costs expended by the County Counsel's Office in connection therewith. The Director of Planning and Building Department shall be authorized to execute any certificate requested by the applicable Landowner hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the County Counsel. The Director of Planning and Building Department shall execute and return such certificate within thirty (30) days following applicable Landowner's request therefor. Landowners and County acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders, and mortgagees. The request shall clearly indicate that failure of County to respond within the thirty (30)-day period will lead to a second and final request. Failure to respond to the second and final request within twenty (20) days of receipt thereof shall be deemed approval of the estoppel certificate.

SECTION 4. ANNUAL REVIEW AND COST RECOVERY

4.1 Annual Review. During the term of this Agreement, the County shall, once every calendar year, review the extent of good faith compliance by Landowners with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. This review shall be conducted pursuant to Section 130.58.080 of the County Ordinance Code. Landowners shall pay, within thirty (30) days following receipt of County's invoice, the established fee for this annual review as established in the Planning and Building Department Fee Schedule at the time of each annual review. Upon not less than thirty (30) days' written notice by the Director of the Planning and Building Department, Landowners shall provide such information as may be reasonably requested by the Director and deemed by the Director to be required in order to ascertain compliance with this Agreement. Landowners' failure to provide the requested information within thirty (30) days of the Director's request shall constitute a default of this Agreement by Landowners in accordance with Section 5.

SECTION 5. DEFAULT, ENFORCEMENT, AND REMEDIES

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

5.2 Default. Failure or delay by the Parties to perform any term or provision of this Agreement shall constitute a default, provided, however, the default by any successor in interest of Landowners to whom the applicable Landowner has assigned development rights pursuant to Section 1.7, shall not be considered a default by the applicable Landowner or by any other successor in interest of the applicable Landowner. The County may institute proceedings pursuant to this Section against any individual defaulting Party. In the event of alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than sixty (60) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any sixty (60) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

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

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

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

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

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

5.3.4 Landowners understand and agree that the County would not be willing to enter into this Agreement if it created any monetary exposure for the County for damages (whether actual, compensatory, consequential, punitive, or otherwise) in the event of a breach by the County. Landowners specifically acknowledge that they may not seek monetary damages of any kind, and Landowners, and their successors, hereby waive, relinquish, and surrender any right to any monetary remedy. The applicable Landowner, and its successors, hereby agree to indemnify, defend, and hold the County harmless for any cost, loss, liability, expense or claim, including attorneys' fees, arising from or related to any claim brought by the applicable Landowner, and its successors, inconsistent with the foregoing waiver.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

6.2 No Liability for Acts of Landowners.

6.2.1 It is expressly understood that the development of the Project is an undertaking that may create for Landowners liability to third parties including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of buildings, building contractors and subcontractors, and suppliers. Landowners understand and agree that the County would not execute this Agreement if, in so doing, it created for the County any liability to any third party. Consequently, Landowners, and its successors, heirs, and assigns agree to defend, indemnify, and hold harmless the County, and its officers, agents, and employees from any claim or injury to person or property arising out of or relating to this Agreement, the Use of Special Tax Funds Agreement or further agreements and actions associated with the Landowner's Obligations pursuant to Section 3.2, or the operations of Landowners in the development of the Project under the terms of this Agreement. Landowner's Hold Harmless and Indemnification obligations pursuant to this Section 6 shall survive Termination or expiration of the Term of this Agreement.

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

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

6.3 Duty to Defend Challenges to this Agreement.

6.3.1 The Parties recognize that there may be third party challenges to this Agreement, the Use of Special Tax Funds Agreement, or further agreements and actions associated with the Landowner's Obligations pursuant to Section 3.2, relative to the procedure used to adopt it or the contents of it.

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

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

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

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

[Signatures on next page]

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

EL DORADO COUNTY

Wendy Thomas
Chair, Board of Supervisors

ATTEST: Kim Dawson
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:
David A. Livingston
County Counsel

By: _____
Jefferson Billingsley
Deputy County Counsel

East Ridge Holdings, LLC,
a Delaware limited liability company

By: HBT East Ridge, LLC,
a Delaware limited liability company
Its: Managing Member

By: _____,
William B. Bunce
Its: Manager

El Dorado Land Ventures, LLC,
a Delaware limited liability company

By: HBT East Ridge, LLC, a Delaware limited
liability company
Its: Managing Member

By: _____,
William B. Bunce
Its: Manager

Valley View Realty Investments, LLC,
a Delaware limited liability company

By: HBT East Ridge, LLC,
a Delaware limited liability company
Its: Managing Member

By: _____,
William B. Bunce
Its: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____ 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney-in-Fact

- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

**RIGHT
THUMBPRINT
OF SIGNER**

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney-in-Fact

- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

**RIGHT
THUMBPRINT
OF SIGNER**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____ 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney-in-Fact

- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney-in-Fact

- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER

EXHIBIT A-1

Legal Description of East Ridge Property

[See Attached]

EXHIBIT A-2

Depiction of East Ridge Property

[See Attached]

EXHIBIT B-1

Legal Description of Land Ventures Property

[See Attached]

EXHIBIT B-2

Depiction of Land Ventures Property

[See Attached]

EXHIBIT C-1

Legal Description of Valley View Property

[See Attached]

EXHIBIT C-2

Depiction of Valley View Property

[See Attached]

EXHIBIT D

Form of Assignment

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



(SPACE ABOVE THIS
LINE RESERVED FOR RECORDER’S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter “**Assignment Agreement**”) is entered into this _____ day of _____, 20____, by and between _____ (hereinafter “**Owner**”) and _____ (hereinafter “**Assignee**”).

RECITALS

- A. On _____, 2023, the County of El Dorado entered into that certain agreement entitled “Community Benefit and Development Agreement By and Between County of El Dorado and East Ridge Holdings, LLC, El Dorado Land Ventures, LLC, and Valley View Realty Investments, LLC” approved by Ordinance No. _____ (hereinafter “**Development Agreement**”), relative to the development known as East Ridge Village (hereinafter “**Subject Property**”).
- B. Owner entered into a purchase and sale agreement whereby all or a portion of the Subject Property will be sold to Assignee, as identified and described in **Exhibit “A,”** attached hereto and incorporated herein by this reference (hereinafter “**Assigned Parcel(s)**”).
- C. Owner desires to assign all of its interests, rights, and obligations under the Development Agreement with respect to the Assigned Parcel(s).
- D. Assignee desires to assume all Owner’s interests, rights, and obligations under the Development Agreement with respect to the Assigned Parcel(s).

NOW, THEREFORE, Owner and Assignee hereby agree as follows:

- 1. Assignment. Owner hereby assigns, effective as of Owner’s conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens, and obligations of Owner

under the Development Agreement with respect to the Assigned Parcel(s). Owner retains all the rights, title, interests, burdens, and obligations of Owner under the Development Agreement with respect to all other property within the Subject Property owned by Owner.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens, and obligations of Owner under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Owner under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both Owner and Assignee that, upon the execution of this Assignment Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall become substituted for Owner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel(s).

3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

4. Notice Address. The address for notices as contemplated by the Development Agreement for Landowner with the Assigned Parcel(s) shall be:

[Name of Assignee]
[Address of Assignee]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Assignment Agreement may be signed in identical counterparts.

ASSIGNOR / OWNER

[Name of Assignor / Owner],
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE

[Name of Assignee],
a _____

By: _____
Name: _____
Title: _____

[SIGNATURES MUST BE NOTARIZED]

File No. DA22-0001
Draft Use of Special Tax Funds Agreement CFD 2023-1 (East Ridge)
Exhibit J

USE OF SPECIAL TAX FUNDS AGREEMENT

Relating to:

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RIDGE)

THIS USE OF SPECIAL TAX FUNDS AGREEMENT ("**Agreement**") is made and entered into on this ____ day of _____, 2023 ("**Effective Date**") between the **County of El Dorado** (hereinafter "**County**") and **East Ridge Holdings, LLC**, a Delaware limited liability company (hereinafter "**East Ridge**"), **El Dorado Land Ventures, LLC**, a Delaware limited liability company (hereinafter "**Land Ventures**"), and **Valley View Realty Investments, LLC**, a Delaware limited liability company (hereinafter "**Valley View**"; East Ridge, Land Ventures, and Valley View are hereinafter sometimes collectively referred to as "**Landowners**").

RECITALS

A. The Landowners are the successor party to a development agreement dated _____ (the "Original Development Agreement") respecting development of a portion of land in the County locally known as East Ridge (commonly referred to and referred to herein as the "**East Ridge Project**") within the Valley View Specific Plan (the "**VVSP**"), a master planned community that consists of approximately 2,037 acres and includes approximately 2,840 dwelling units, approved by the County on December 8, 1998.

B. Pursuant to the Original Development Agreement, the Landowners are obligated to construct and install or to cause the construction and installation of certain public improvements, to pay certain development fees and to advance funds for certain public improvements, including payment of certain fees to prescribed public entities other than the County (collectively, the "**East Ridge Project Public Improvements and Fees**"), and the County agreed to cooperate with the Landowners in financing a portion of the cost and expense of the East Ridge Project Public Improvements and Fees by establishing a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982 (the "**Act**").

C. Pursuant to the Original Development Agreement and the Act and at the request of the Landowners, on October 20, 2015, the County Board of Supervisors formed Community Facilities District No. 2015-1 (East Ridge) (the "**2015 CFD**") and authorized bonding authority for the 2015 CFD for the purpose of financing in part certain East Ridge Project Public Improvements and Fees.

D. The East Ridge Project has an approved tentative map (TM14-1521) ("**Small Lot Tentative Map**") to create approximately 759 lots consisting of 701 residential lots, forty-one landscape lots, twelve roadway lots, two recreational park lots, one sewer lift station lot, one water tank lot, and one pump station lot, which Small Lot

Tentative Map was originally approved on June 11, 2015 and, on July 13, 2017, the Planning Commission approved six one-year discretionary time extensions, resulting in a current expiration date of June 11, 2024.

E. On December 15, 2015, the County approved a final map for the East Ridge Village Large Lot Tentative Subdivision Map, thereby creating 65 lots for financing and phasing purposes, however due to marketing and development challenges associated with the construction of residential units, major infrastructure improvements, and delays associated with the Covid-19 pandemic, Landowners do not anticipate seeking a Final Subdivision Map before the Small Lot Tentative Map expires.

F. Due to the delays encountered by the Landowners, construction of the East Ridge Project has not proceeded as contemplated at the time of formation of the 2015 CFD and bonds have not been issued for the 2015 CFD, nor have any of the special taxes authorized to be levied for the 2015 CFD actually been levied.

G. The Landowners have requested that the County enter into a new development agreement (the “**2023 Development Agreement**”) which will provide an extension of the Small Lot Tentative Map and allow for completion of the East Ridge Project and the VVSP consistent with the approved master planned community.

H. The 2023 Development Agreement at Section 3.2.1 provides as follows:

“County shall be entitled to receive PAYGO 2023 CFD special tax revenues beginning in the first year the special tax is levied in the 2023 CFD as further set forth in that certain Use of Special Tax Funds Agreement being entered into concurrently with this Agreement.”

I. The 2023 Development Agreement at Section 3.6 provides in part as follows:

“County, through its officers, agents, and employees, shall exert good faith efforts and cooperate with Landowners and support the Project as necessary: ... (b) formation and implementation of financing districts, including but not limited to the 2023 CFD...”

J. In connection with the 2023 Development Agreement, Landowners have requested that the 2015 CFD be abandoned and that the County now form the new community facilities district contemplated by the 2023 Development Agreement, to be known as Community Facilities District No. 2023-1 (East Ridge) (the “**2023 CFD**”) on updated terms, which will be authorized to provide funding for infrastructure improvements and provide the “**PAYGO**” referenced in the 2023 Development Agreement.

K. In consideration for County entering into the 2023 Development Agreement and forming the 2023 CFD, and to provide county-wide benefits, concurrent with execution of the 2023 Development Agreement, Landowners and County desire to enter into this Agreement pursuant to which County will be entitled to receive 2023 CFD special

tax revenues in excess of debt service on bonds to be issued for the 2023 CFD, as provided herein.

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and form a part of this Agreement.

2. County Formation of 2023 CFD. Subject to the execution of the 2023 Development Agreement and this Agreement, the County agrees to submit to its Board of Supervisors for approval the resolutions and ordinance required to abandon the 2015 CFD and to form the 2023 CFD, which shall encompass land within or coterminous with the boundary of the East Ridge Project, and to authorize the levy special taxes on land within the 2023 CFD (the “**CFD Special Taxes**”) and the issuance of bonds secured by and payable from the 2023 CFD Special Taxes to finance a portion of the public infrastructure and development impact fees required for development of the East Ridge Project. The CFD shall be formed in 2023 and the issuance of CFD 2023 Bonds (the “**CFD Bonds**”) shall follow the formation at such time as the County and the Landowners deem appropriate.

3. Facilities Authorized to be Funded by the CFD. The 2023 CFD shall be formed with the authorization to finance County roadways subject to improvement through the El Dorado County Road Fund.

4. Subject to the execution of the 2023 Development Agreement and this Agreement, the County agrees to submit to its Board of Supervisors for approval the resolutions and ordinance required to abandon the 2015 CFD and to form the 2023 CFD, which shall encompass land within or coterminous with the boundary of the East Ridge Project, and to authorize the levy special taxes on land within the 2023 CFD (the “**CFD Special Taxes**”) and the issuance of bonds secured by and payable from the 2023 CFD Special Taxes to finance a portion of the public infrastructure and development impact fees required for development of the East Ridge Project. The CFD shall be formed in 2023 and the issuance of CFD 2023 Bonds (the “**CFD Bonds**”) shall follow the formation at such time as the County and the Landowners deem appropriate.

5. Future Acquisition Agreement. Prior to issuance of the first series of CFD Bonds, Landowners or their affiliates or assigns and the County shall enter into an Acquisition and Disclosure Agreement (the “**Acquisition Agreement**”) on mutually agreeable terms, pursuant to which the County agrees to purchase Facilities from the Landowners, and/or to either pay or reimburse the Landowners for the advance funding of development impact fees, in each case to the extent that revenues from the special taxes levied by the County for the Special Tax Revenues and/or proceeds of sale of the CFD Bonds are available to finance the Facilities, all in accordance with County policies and the “County of El Dorado, Department of Transportation, Guidelines for Community Facilities District (CFD) Acquisition Projects.”

6. Initial Levy of CFD Special Taxes. The levy of CFD Special Taxes shall not commence prior to the first fiscal year in which CFD Special Taxes are required to be levied by the County for the 2023 CFD in order to generate special tax revenues (the “**Special Tax Revenues**”) needed to pay debt service on the CFD Bonds.

7. Calculation of Special Tax Levy. Upon commencement of the levy of CFD Special Taxes the amount levied shall at a minimum include an amount equal to the Maximum Annual Special Tax authorized for Developed Property, as those terms are defined in the Rate and Method of Apportionment applicable to the 2023 CFD.

8. Uses of Special Tax Revenues. Funds generated annually by the CFD Special Taxes shall first be used for payment, or allowances for payment, of all CFD Bond debt service, reserve fund replenishments and administrative, incidental and issuance costs of the County with respect to the 2023 CFD. Special Tax Revenue generated from Developed Property levied at up the maximum authorized Special Tax rate which is in excess of such amounts shall comprise the PAYGO described herein.

9. PAYGO Funding to Benefit County. PAYGO amounts generated from the Special Tax Revenue shall be released to the County annually and used by the County to pay for capital facilities authorized to be funded by the 2023 CFD.

10. Effect on Other Agreements. Nothing in this Agreement shall be construed as affecting the Landowners' or the County's duty to perform their respective obligations under the 2023 Development Agreement, any development or other agreement, land use regulations, ordinance or subdivision requirements related to the East Ridge Project, which obligations are and shall remain independent of the Landowners' and the County's rights and obligations under this Agreement.

11. Cooperation. The County and the Landowners agree to cooperate with respect to the completion of the financing contemplated by formation of the 2023 CFD through the levy of the CFD Special Taxes and issuance of CFD Bonds.

12. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement among County and the Landowners with respect to the matters addressed herein, and may not be altered, amended or modified unless executed in writing and signed by County and Landowners or superseded by the terms of the Acquisition Agreement.

[Signature Page Follows]

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

EL DORADO COUNTY

Wendy Thomas
Chair, Board of Supervisors

ATTEST: Kim Dawson
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:
David A. Livingston
County Counsel

By: _____
Jefferson Billingsley
Deputy County Counsel

East Ridge Holdings, LLC,
a Delaware limited liability company
ve

By: HBT East Ridge, LLC,
a Delaware limited liability company
ve Its: Managing Member

By: _____,
William B. Bunce
Its: Manager

El Dorado Land Ventures, LLC,
a Delaware limited liability company

By: HBT East Ridge, LLC, a Delaware limited
liability company
Its: Managing Member

By: _____,
William B. Bunce
Its: Manager

Valley View Realty Investments, LLC,
a Delaware limited liability company

By: HBT East Ridge, LLC,
a Delaware limited liability company
Its: Managing Member

By: _____,
William B. Bunce
Its: Manager