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County of El Dorado
Board of Supervisors
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Placerville, CA 95667

El Dorado, County Recorder
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**COMMUNITY BENEFIT AND
DEVELOPMENT AGREEMENT**

BY AND BETWEEN

COUNTY OF EL DORADO

AND

SUNSET TARTESSO, LLC.

Effective Date: November 18, 2016

**Community Benefit and Development Agreement
Between the County of El Dorado and
Sunset Tartesso, LLC
For the Development Known as
the Saratoga Estates Project**

This Community Benefit and Development Agreement (hereinafter “**Agreement**”) is made and entered into this 13th day of September, 2016, by and between the **County of El Dorado** (hereinafter “**County**”) and Sunset Tartesso, LLC (hereinafter “**Developer**”), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Chapter 17.85 of the County's Ordinance Code relating to development agreements.

Recitals

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

- A. The County of El Dorado, a semi-rural County located in the Sacramento metropolitan region, prides itself on providing a high quality of life to its residents. The County strives to balance the need for a healthy, diverse economy, including a wide variety of commercial and retail opportunities, and adequately financed and maintained infrastructure, with a healthy, sustainable, natural environment.
- B. The El Dorado Hills area has been identified by the County for many years as one of the primary areas affording an opportunity for providing residential development to serve the County's current and future growth.
- C. Developer is in the business of developing residential communities in California. The Developer has an equitable interest in approximately 122 acres of real property which is commonly known as the Saratoga Estates Property (the “**Property**”). The Property is located within the El Dorado Hills area of the County adjacent to Highway 50 and the City of Folsom. The Property is located within an area of the County designated as Community Region in the County's General Plan with a General Plan designation of High Density Residential and is currently zoned R1 (one family residential district) and OS (open space district).
- D. Developer submitted a proposal to build 317 residential units on the Property with lots ranging in size from 6000 square feet to 19,000 square feet (the “**Project**”) as depicted in Exhibit 1, attached hereto. The Property consists of 122 acres, El Dorado County Assessor's Parcel No.120-070-02.
- E. The Project includes the design and construction of a key element in the County's transportation plan consisting of connecting Saratoga Road in El Dorado Hills to Iron Point Road in the City of Folsom, which will provide a surface road connection between the two communities resulting in reduced traffic on Highway 50. The parties enter into this Agreement in part to provide assurances as to the timing of construction of Saratoga Road and the means of financing such construction.

F. 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.

G. County hired a consultant to prepare an Environmental Impact Report (State Clearinghouse #2015032058) for the Project. The public comment period for the Environmental Impact Report ran from March 24, 2016 to May 7, 2016. On August 25, 2016, the County Planning Commission considered the EIR and the Project and, after having conducted duly noticed public hearings, recommended certification of the EIR and approval of the Project to the County Board of Supervisors. On September 13, 2016, the County Board of Supervisors held duly noticed public hearings on the Project. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, certified the EIR, made a Statement of Overriding Considerations, and adopted the Mitigation Monitoring and Reporting Program (MMRP) for the Project, and approved the Project consisting of a Rezoning to re-align the boundaries of the R1 and OS zoning, a Planned Development, a Development Plan and a tentative map for the Project and certain Design Waivers.

H. On September 13, 2016, the Board of Supervisors introduced Ordinance No. 5043 approving this Agreement and authorizing its execution, and adopted such Ordinance on September 13, 2016, 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.

- A. "Affordable Housing Fee" has the meaning described in Section 3.2.4.
- B. "Agreement" means this Community Benefit and Development Agreement.
- C. "Applicable General Plan" means the County's General Plan, adopted on July 19, 2004, as amended through.
- D. "CIP" means that list of projects contained within the County of El Dorado Transportation Division Capital Improvement Program, as adopted by the Board of Supervisors and as may be updated and amended from time to time by the Board.
- E. "Conditions of Approval" mean the requirements placed on the Project Approvals as conditions to development of the Project. A copy of the Conditions of Approval is attached as Exhibit 2.

- F. "County" means the County of El Dorado.
- G. "CSD" has the meaning described in Section 3.2.2.
- H. "Developer" means Sunset Tartesso, LLC, or its successors in interest.
- I. "Effective Date" has the meaning described in Section 1.2.
- J. "EIR" means Final Environmental Impact Report for the Saratoga Estates Project, State Clearinghouse No. 2015032058, certified by the Board of Supervisors on September 13, 2016.
- K. "Mitigation Measures" mean the requirements placed on the Property to cure or lessen the environmental impacts of the Project as identified in the analysis of the Project done in the EIR. The Mitigation Monitoring and Reporting Program adopted with the Project is attached as Exhibit 3.
- L. "Property" means the property commonly known as the Saratoga Estates Property, currently identified as El Dorado County Assessor's Parcel No. 120-070-02. A map showing the location and boundaries of the Property is attached as Exhibit 4, and the legal description describing the Property is attached as Exhibit 5.
- M. "Project" means the Saratoga Estates Project as described in the Recitals.
- N. "Project Approvals" mean the development approvals and entitlements set forth in Section 2.1.
- O. "Traffic Impact Mitigation Fee Program" or "TIM Fee Program" means that program wherein fees are charged by the County on new development for the purpose of funding the construction of road improvements identified in the County CIP.

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 is twenty years, commencing on the Effective Date. The expiration date for the tentative map shall be extended for the term of this Agreement.

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 twenty (20) year 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 the Agreement as provided in Section 5.2 of this Agreement.

1.4.4. As to a single residential lot within the Project, upon the final building permit and the conveyance of such lot 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 Developer. Developer represents that it has a controlling interest in the Property and that all other persons or entities holding legal or equitable interests in the Property are to be bound by this Agreement.

1.6. Covenants Running With the Land. Any successors in interest to the County or Developer shall be subject to the provisions set forth in Government Code Sections 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. 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 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 Developer in writing pursuant to Section 1.7.

1.7. Right to Assign; Non-Severable Obligations.

1.7.1. Except as otherwise provided, Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign") in whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement, provided written notice of such assignment is given to County.

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.

1.8. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the County and Developer, as provided in Government Code Section 65868. The cost to the County in processing such a proposed amendment shall be paid by the requesting party.

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, whether written or oral, are of no further force and effect.

1.10. Modification to the Project Approvals. Developer may apply, in writing, to modify the Project Approvals. Such modification may be processed without any amendment to this Agreement, if the County, in its sole discretion, determines that the requested modification (1) is consistent with this Development Agreement, (2) does not alter this Agreement's term, provisions for reservation and dedication of land, or monetary contributions, (3) does not substantially alter the permitted uses, density or intensity of use, and (4) is consistent with the Applicable General Plan. If the County determines that the requested modification is inconsistent with this Agreement, alters its term or substantially alters its uses, the modification will not be processed without processing a concurrent amendment to this Agreement in accordance with Section 1.8.

1.11. 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.

1.12. 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 Parties. In the event of such termination, the provisions of Section 1.4 relating to termination of the 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 Developer from its obligations to indemnify the County under this Agreement.

1.13. 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.

1.14. 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 Developer or Developer'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
2850 Fairlane Court
Placerville, CA 95667
Attn: Director of Development Services

Notice to Developer: Sunset Tartesso, LLC
340 Palladio Parkway, Suite 521
Folsom, CA 95630
Attn: Price Walker

1.15. 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.

1.16. List of Exhibits.

- Exhibit 1- Site Plan
- Exhibit 2- Conditions of Approval
- Exhibit 3- Mitigation Monitoring and Reporting Plan
- Exhibit 4- Project Boundary Map
- Exhibit 5- Legal Description of Property
- Exhibit 6- Saratoga Way Configuration

SECTION 2. - DEVELOPMENT OF THE PROPERTY

2.1. Project Approvals. The Property shall be developed in accordance with the Project Approvals. The Project Approvals shall consist of:

2.1.1. Rezones (Z14-0007) and Planned Development (PD14-0006) approved by the County; and

2.1.2. The Planned Development Site Plan and Tentative Map (TM14-1520); and

2.1.3. The Mitigation Monitoring and Reporting Program adopted with the Project, attached hereto as Exhibit 3.

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 2004 General Plan of the County of El Dorado, as amended through the adoption of the ordinance for this Agreement ("**Applicable General Plan**"). In determining that this

Agreement is consistent with the Applicable General Plan, the County has specifically found that this Agreement and the Project are consistent with the recently enacted Measure E due to the roadway improvements called for in the EIR, Conditions of Approval and this Agreement.

2.3. Vested Rights of the Developer. Developer shall have the vested right to develop the Property in accordance with the Project Approvals described in Section 2.1 above and in conformity with the County rules, regulations, policies, standards, specifications and ordinances, including the zoning ordinance, in effect on the date of adoption of the ordinance for this Agreement, provided that Developer is not in default under this Agreement. 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.

2.4. Rights Retained by the County. Notwithstanding any other provisions of this Agreement, including the vesting granted by Sections 2.1, 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 and grading code and all other uniform construction codes then applicable in the County at the time of permit application, provided such regulations are uniformly applied on a county-wide basis to all substantially similar types of development projects and properties.

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

2.4.5. New County laws and regulations which are reasonably necessary to protect the public health and safety, provided that such laws and regulations are uniformly applied on a county-wide basis to all substantially similar types of development projects and properties.

2.4.6. Any fees, taxes, assessment, and charges which 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, including but not limited to impact fees, provided that such fees, taxes and assessments apply to all similar private projects within the County and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed. For any fees 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. Developer may apply, in writing, to revise the Project Approvals. If the Director of Development Services, or his/her designee, determines, in his 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 change the analysis contained in the EIR, the Director of Development Services 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 Development Services approval at the time of the action requested. If the Director of Development Services 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.

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 above.

3.2. Developer Obligations. The following obligations of Developer are provided as consideration for County entering into this Agreement.

3.2.1. Saratoga Way Construction. Developer shall design and construct Saratoga Way, in accordance with plans approved by the County, from the intersection of the existing Saratoga Way to the point of connection with Iron Point Road in the City of Folsom in the configuration as shown on Exhibit 6, attached hereto. Developer shall provide the financing for the construction of the improvements subject to reimbursement as provided herein. Such financing may take the form of public financing such as a community facilities district, or participation in the Statewide Community Infrastructure Program (SCIP) with County's cooperation.

3.2.1.1. Timing of Construction. The improvement plans for Saratoga Way shall be submitted prior to, or concurrently with, the first final map filed for the Project. At the time that improvement plans are approved by the County, the parties shall enter into a road improvement agreement, which shall provide the mechanics of bonding, construction, and the County's acceptance of the road improvements. Construction of the Saratoga Way improvements shall begin with the initial construction of improvements for the Project and shall be completed prior to a final residential building permit within the Project. Although it is the intent of the parties that Saratoga Way be fully constructed as part of the initial phase of development of the Project, the County agrees that should the acquisition of offsite right of way as provided below in Section 3.2.2.1, or other delays arise associated with the connection of Saratoga Way to Iron Point Road in the City of Folsom, Developer shall be entitled

to construct homes within the Project, provided that no more than one hundred (100) final building permits may be completed within the Project until such time as the connection is fully completed. In the event of such a delay and to ensure completion of the connection at such time as right of way is acquired, Developer shall post a bond, or other security acceptable to County, in an amount adequate to fully complete the connection of Saratoga Way.

3.2.2. Saratoga Way Right of Way. Developer shall grant to the County the necessary right of way for the ultimate planned configuration of Saratoga Way across the Property. As partial consideration for this Agreement, Developer agrees that it shall be entitled to reimbursement for only fifty percent (50%) of the value of the right of way so granted. The parties agree that the value of the right of way property shall be calculated at its fair market value which has been determined to be Two Hundred and Twenty-Five Thousand dollars (\$225,000.00) per acre.

3.2.2.1 Offsite Right of Way. The Saratoga Way improvements will require the acquisition of right of way not owned by Developer. Developer will use its best efforts to acquire the needed right of way at the best possible price. However, if Developer is unable to acquire the property through good faith negotiation at or near the appraised value of the property to be acquired, the County agrees that it will utilize its power of eminent domain to acquire the needed property rights. The County's agreement to utilize eminent domain is a reflection of the importance of Saratoga Way to the County's overall circulation and Capital Improvement Plan and is not intended as a means to aid the Project as a private undertaking.

3.2.3. Park Maintenance Funding. Although the County is not responsible for park maintenance, the County recognizes that Developer shall, through the creation of the Landscape and Lighting District discussed below, be providing enhanced funding to the El Dorado Hills Community Services District ("CSD") that may be utilized by the CSD for the improvement and maintenance of community and regional facilities which will benefit the general population of El Dorado Hills and the County.

3.2.4. Affordable Housing Fee. Developer agrees that a fee will be collected at the time of the issuance of each residential building permit within the Project ("Affordable Housing Fee"). A portion of the revenue generated through collection of the Affordable Housing Fee may be used by the County for the purpose of financing studies or the development of a program for the provision of affordable housing within the County, and/or for the construction or other contribution towards creating housing in the County affordable to moderate income earners (defined in the Housing Element of the County's General Plan as earners with annual incomes greater than 80% but no more than 120% of the County average median income). For each residential building permit, the Affordable Housing Fee shall be Five Hundred Dollars (\$500), subject to annual adjustment on January 1 of each year for inflation as calculated under the Engineering News-Record National Construction Cost Index. The County shall grant credit for such payments against any fees, taxes, assessment, and charges related to affordable housing to which Section 2.5.6 applies. The obligations under this Section 3.2.4 shall survive expiration of the twenty (20) year term of this Agreement.

3.2.5. Park Dedication/Improvements. The Project contains areas designated for public parks. Developer intends to enter into a separate agreement with the El Dorado Hills CSD with respect to such parks, but for the purposes of this Agreement and to the extent that County has a role in such matters, the parties agree as follows:

3.2.5.1 Park and Public Trail Improvements. Developer agrees that improvements to Lots I and M as shown on the Project tentative map as park parcels, together with public trail improvements shall be constructed by Developer and that the total cost of such improvements shall be a credit against park fees charged at the time of building permit issuance.

3.2.5.2 Land Dedications. Developer shall dedicate Lots I and M, and those areas depicted in the Project Approvals as public trails, which fully satisfies the Quimby Act obligations of the Project.

3.2.5.3 Park Maintenance Funding. Developer shall, in accordance with CSD policies, form a Landscaping and Lighting District which shall provide funding to the CSD for park maintenance, notwithstanding that the Fiscal Impact Analysis prepared for the Project shows that the tax revenues which shall accrue to the CSD exceed the cost of maintaining the parks proposed within the Project.

3.4. TIM Fee Credit/ Reimbursement. With respect to the Saratoga Way improvements and any other offsite roadway improvements which are included in the County's TIM Fee Program, the Parties will enter into a credit and/or reimbursement agreement providing the means and timing by which Developer will be provided credit and/or reimbursement for such improvements. With respect to the Saratoga Way improvement costs, including onsite and offsite right of way costs, such agreement shall provide that Developer shall receive credits against TIM fees payable at the time of the issuance of building permits, provided that the amount of such credits does not result in the County's failure to meet its contractual obligation to make payments pursuant to reimbursement agreements existing as of the effective date of this Agreement. The amount of such credits will be that portion of the TIM fee which is allocated to local improvements (net of the Silva Valley Interchange set-aside and funds allocated to the State Highway system) up to the total amount of the actual costs of the creditable/reimbursable improvements. To the extent that the improvement and right of way costs exceed the amount of creditable TIM Fees, the remaining balance shall be reimbursed through TIM Fee revenues, so long as such revenues are available, over a six (6) year period beginning upon the acceptance of the Saratoga Way improvements by County and a reconciliation of the final cost of the improvements has been made, at a rate of fifteen percent (15%) of the outstanding balance in each of the first five years with the balance (25%) being paid in the sixth year.

CREDIT/REIMBURSEMENT EXAMPLE

TIM Fee Allowable Credit Base	\$ 23,340
Less Silva Valley Interchange Set-aside	<u>(7,002)</u>
Allowable TIM Fee Credit Per Unit	\$ 16,338

Qualified CIP-Related Creditable Cost	\$ 5,479,000
Allowable TIM Fee Credit Total (317 lots)	<u>(5,179,000)</u>
Balance of Reimbursable Costs after TIM Fee Credit	\$ 300,000*

* Amount is the excess expended for qualified CIP expenses realized by Sunset Tartesso, LLC subject to six (6) year reimbursement.

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

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

3.7. County Cooperation. County, through its officers, agents and employees, shall cooperate with Developer and support the Project as necessary to obtain other permits or approvals required from other government agencies to effectuate the development of the Property.

3.8. Public Financing. County agrees to cooperate with Developer in the formation and implementation of public financing districts or areas of benefit, such as, a Community Facilities District or Statewide Community Infrastructure Program districts. County and Developer shall use their best efforts to cause to be formed any such financing district(s) provided that such formation is consistent with applicable County ordinances or adopted policies regulating such matters. County agrees that any credits or reimbursements owed to Developer shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with any special taxes or bond proceeds.

3.9. 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.

3.10. 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 Developer shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes in the law. County shall reasonably cooperate with Developer, at Developer's expense, in Developer's effort to obtain any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this Section 3.11. Nothing in this Agreement shall preclude County or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such changes in the law. If changes in the law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, Developer, in its sole and absolute discretion, may terminate this Agreement by providing written notice thereof to County.

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

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 Developer 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 130.85.026 of the County Ordinance Code.

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 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 Developer to whom Developer has assigned development rights pursuant to Section 1.7, shall not be considered a default by Developer or by any other successor in interest of Developer. 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 of 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.

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 relieve 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. Developer understands and agrees 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. Developer specifically acknowledges that it may not seek monetary damages of any kind, and Developer hereby waives, relinquishes and surrenders any right to any monetary remedy. Developer hereby agrees 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 Developer inconsistent with the foregoing waiver.

SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

6.1. No Joint Venture or Partnership. County and Developer hereby renounce the existence of any form of joint venture or partnership between the County and Developer 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, Developer is acting in a purely private capacity as the owner 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 Developer.

6.2.1. It is expressly understood that the development of the Project is an undertaking that may create for Developer 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. Developer understands and agrees that the County would not execute this Agreement if, in so doing, it created for the County any liability to any third party. Consequently, Developer, 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 or the operations of Developer in the development of the Project under the terms of this Agreement.

6.2.2. Developer 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 the 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 Developer, of 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, relative to the procedure used to adopt it or the contents of it.

6.3.2. Developer 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 Developer hereby agrees 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, the ordinance adopting it, or any of the underlying entitlements.

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, Developer shall be responsible for the payment of those fees, costs, and expenses and shall hold the County harmless from any claim thereto.

SECTION 7-MISCELLANEOUS

7.1. Mortgagee Protection. Nothing in this Agreement shall prevent or limit Developer, at its sole discretion, from granting one or more Mortgages encumbering all or a portion of Developer's interest in the Property or portion thereof or improvement thereon as security for one or more loans or other financing, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of Mortgagee who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7.2. Signatures. Developer 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 Developer and County.

7.3. 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.

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

DEVELOPER:

~~Sunset Taptesso, LLC.~~

By: 

Name: Harry Elliott, III

Title: President

COUNTY:

El Dorado County

By: 

Name: RON MIKULACO

Title: CHAIR, BOARD OF SUPERVISORS

ATTEST: James S. Mitrison
Clerk of the Board of Supervisor

By: 

APPROVED AS TO FORM:

Michael J. Ciccozzi
County Counsel

By: 

David A. Livingston
Chief Assistant County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sacramento)

On November 17, 2016 before me, Susan R Stephens, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Harry Elliott III
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Susan R Stephens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Community Benefit and Development Agreement Document Date: November 18, 2016

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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.

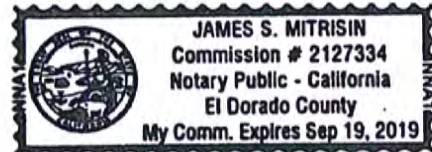
State of California
County of El Dorado)

On DECEMBER 20, 2016 before me, JAMES S. MITRISIN, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature James S. Mitrisin

(Seal)

RESOLUTION OF DIRECTORS
OF
SUNSET TARTESSO, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

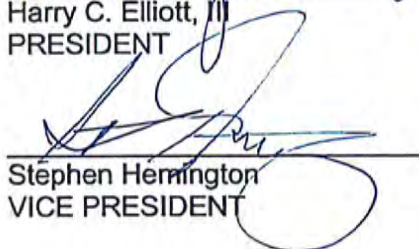
Effective this 17TH day of November, 2016, the undersigned, being members of the Board of Directors of SUNSET TARTESSO, LLC, hereby adopt the following resolution by unanimous consent pursuant to the powers conferred by the Bylaws of SUNSET TARTESSO, LLC, and the Arizona Corporation Code.

RESOLVED, that Harry C. Elliott, III, as President, and Stephen J. Hemington, as Vice President, of Sunset Tartesso, LLC, are hereby authorized to sign the following documents on behalf of the Company:

1. Seller's Instructions
2. Notices of Completion
3. Corporate Grant Deeds
4. Extension Agreements
5. FHA and VA Submissions and Applications
6. State Public Reports
7. Contracts to Purchase or Sell Land
8. Subdivision Maps
9. Subdivision Agreements
10. Bonds



Harry C. Elliott, III
PRESIDENT



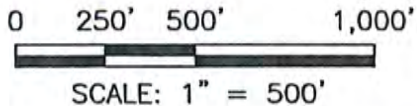
Stephen Hemington
VICE PRESIDENT

SARATOGA ESTATES SITE PLAN

EL DORADO, CALIFORNIA
SCALE: 1"=500' SEPTEMBER, 2016



EL DORADO COUNTY
SACRAMENTO



cta Engineering & Surveying
Civil Engineering ■ Land Surveying ■ Land Planning
3233 Manor Circle, Rancho Cordova, CA 95742
T (916) 638-0979 • F (916) 638-2179 • www.cta.net

Conditions of Approval

Planning Services:

1. The Rezone, Development Plan, Tentative Subdivision Map, and Design Waivers, are based upon and limited to compliance with the project description, the hearing exhibits marked Exhibits A through L and the 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. Rezone and Development Plan for the proposed subdivision with modifications to One-family Residential (R1) and Open Space (OS) Zone District development standards including minimum lot size/parcel area, minimum parcel width, maximum building coverage, and setbacks consistent with Exhibit J and E;

- B. Tentative Subdivision Map of the 121.28 acre property consisting of:

Tentative Subdivision Map creating a total of 317 single family residential lots ranging in size from approximately 5,972 square feet to 23,516 square feet on 58+ acres of the project site; two public parks totaling 7.4 acres; one neighborhood service lot on approximately 1 acre; four open space lots totaling approximately 28 acres; four landscape lots totaling approximately 5.5 acres; four road lots totaling approximately 21.3 acres; Wilson and Saratoga Way Extensions (Exhibits F).

Design waivers from the El Dorado County Design and Improvement Standards Manual road improvement standards are requested from Standard Plan 101B, or as indicated, to allow the following:

- i. Modify Standard Plan 101 B to reduce Right of Way and roadway width for internal subdivision streets from 50 feet to 40 feet ROW and from 36 feet to 29 feet curb face to curb face, respectively;
- ii. Modify Standard Plan 103A-1 to allow driveways to be within 25 feet from a radius return, allow driveway widths to be reduced to 16 feet wide driveway for two-car garage, and omit 4-foot taper to back of curb;
- iii. Modify Standard Plan 101B to reduce sidewalk widths from 6 feet with 0.5-foot from face of curb to 5.5 feet from face of curb to back of sidewalk

along interior roads (from Face of Curb to Back of Walk), except M Street from Saratoga Way to C Street;

- iv. Modify Standard Plan 101B to allow sidewalks on one side of the roadway only for streets without residential frontage (M,N, I, G, D Street, C Court, and a Portion of A and B Streets; and
- v. Allow tangents shorter than 100 feet between reversed curves on local streets.

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.

- 2. **Lighting:** Street lights shall be shown on the Final Improvement Plans and be located at a minimum at major intersections, mid-block pedestrian crossings, along roads where needed to establish adequate sight distance and to ensure public safety. Safety and security lighting shall also be shown at park sites, entry gates, parking and play areas, and walkways where appropriate. All street lights and outdoor lighting shall conform to Chapter 130.34 and the Outdoor Lighting Standards. Should installed lighting be non-compliant with full shielding requirements, the applicant shall be responsible for the replacement and/or modification of said lighting to the satisfaction of the Planning Division.
- 3. **Zone Districts:** In order to ensure that no parcels are created with split zoning, R1-PD and OS-PD zone district boundaries at the project site shall be defined and applied at the time of Final Map, and shall substantially conform to Exhibits E, F, and J.
- 4. **Parkland Dedication:** The project is subject to the Quimby Act and dedication requirements for parkland based on El Dorado Hills standards of 5 acres per 1,000 residents population. Population density is based on 3.3 persons per home, which totals 5.2-acres of parkland to be dedicated to the El Dorado Hills Community Services District. The subdivision is subject to parkland dedication in-lieu fees based on values supplied by the Assessor's Office and calculated in accordance with Section 120.12.090 of the County Code. The subdivider shall be subject to a \$150.00 appraisal fee payable to the El Dorado County Assessor for the determination of parkland dedication in-lieu fees. Prior to approval of the final map, the applicant shall provide a letter from the El Dorado Hills Community Services District verifying that Quimby Act requirements as to the parkland dedication, or payment of in lieu fees has been satisfied.

The project is also subject to the El Dorado Hills Community Services District Park Impact Fee in place at the time the building permits are issued.

5. **Open Space Maintenance:** A funding mechanism shall be in place for the maintenance of all open space and common areas, and their related improvements and facilities, prior to recordation of the final map. An open space management plan shall be approved by the Planning Director prior to recordation of the first Small-Lot final map. The open space management plan shall include a comprehensive funding plan for all open space within the project.
6. **CC&Rs:** The CC&Rs shall contain a provision that states that any condition that is implemented through the CC&Rs cannot be changed without formal approval by El Dorado County and any affected agency.
7. **Viewshed.** Lots 2 through 22 shall be graded in accordance with the Line of Sight exhibit prepared by CTA and dated June 2016 and as shown on the grading and drainage plan (Exhibit K). If two-story homes to be constructed on these lots exceed heights which will extend the tallest portion of the roof past the top of the grade on the subject lot, a single-story home shall be considered on such lots. Solar panels or other reflective surfaces shall not be placed on east-facing roof surfaces so as to avoid glare toward neighboring lots to the east.
8. **Mitigation Monitoring and Condition Compliance:** Prior to issuance of certificate of occupancy of a building permit or commencement of any use authorized by this permit, the applicant shall provide a written description, together with appropriate documentation, showing conformance of the project with each condition imposed as part of the project approval. A Mitigation Monitoring Report shall be submitted with the Improvement Plans addressing the applicable mitigation measures of the Saratoga Estates Project Environmental Impact Report. The applicable mitigation measures shall be included on the improvement plans, shown on the final map, contained in the CC&R's, or otherwise completed prior to recordation of each final map.
9. **Meter Award Letter:** A water and sewer meter award letter or similar document shall be provided by the water and sewer purveyor prior to filing the final map, except for large lot phasing maps, consistent with Board of Supervisors Resolution 118-92.
10. **Water Efficiency:** Where feasible, landscaping throughout the development will be required to meet the county's standards for water efficiency.
11. **Fireplaces:** No wood-burning stoves or fireplaces shall be installed in any residence. Any fire places in shall be powered with natural gas.
12. **Final Map Recordation:** Prior to final map recordation, the applicant shall provide a written description, together with appropriate documentation, showing conformance of the project with each condition imposed as part of the project approval.

13. **Liens and Bonds:** Prior to filing a final map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493(d).
14. **Tentative Map Expiration:** This tentative map shall expire 36 months from the date of approval unless a timely extension is filed.
15. **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.

El Dorado County shall notify the applicant of any claim, action, or proceeding and shall cooperate fully in the defense.

Mitigation Measures

16. **Mitigation Monitoring and Reporting Program:** The mitigation measures certified in the Saratoga Estates EIR (Exhibit M) and adopted in the resolution certifying The Environmental Impact Report are required as conditions of approval to reduce potential significant environmental effects. The Mitigation Measures shall be completed as identified in the adopted Mitigation Monitoring and Reporting Program (MMRP) (Exhibit N), and listed below, prior to each Small-Lot final map.
17. **Mitigation Measure 4.3-1:** Prepare and implement a stormwater pollution prevention plan. The applicant shall prepare and implement a SWPPP that complies with the SWRCB Statewide Construction General Permit. The SWPPP must identify BMPs that will protect water quality from polluted stormwater runoff.
18. **Mitigation Measure 4.3-2:** Complete final drainage plan and provide adequate onsite storm drainage facilities. The applicant shall prepare a Final Drainage Analysis conforming to the County's Drainage Manual and the County's West Slope Development and Redevelopment Standards and Post Construction Storm Water Plan requirements

with each final map (phase) of the project. The Final Drainage Analysis shall be submitted to the County along with the Improvement Plans for each phase.

The Final Drainage Analysis shall identify project drainage facilities and design features that ensure runoff from the project site will not exceed pre-development levels. The identified drainage facilities and design features shall be included in the Improvement Plans for each phase. At a minimum, the necessary drainage facilities and design features constructed with each phase of development shall be sufficient to mitigate post-development runoff to pre-development levels for each phase. Drainage facilities and design features for later phases of the project may be constructed with earlier phases of the project.

The Final Drainage Analysis for each phase shall include evaluation of the final design for the 85th percentile storm (water quality storm), the tenth percentile storm (10-year storm) and the one percentile storm (100-year) storm. The Final Drainage Analysis for each phase shall include a discussion of that phase set in the context of the overall project, considering prior and future phase drainage facilities and design features and the West Slope Development and Redevelopment Standards and Post Construction Storm Water Plan requirements.

Maintenance of the project drainage facilities and design features shall be the responsibility of the Home Owner's Association (HOA). A provision for maintenance and management of the drainage facilities and design features shall be included in the Codes, Covenants and Restrictions for the project. A separate Maintenance Program shall be developed for LID and water quality features in accordance with the County's West Slope Development and Redevelopment Standards and Post Construction Storm Water Plan requirements SWMP to guide the long term maintenance and management of the systems by the HOA. The Maintenance Program shall be submitted to the County for review and approval prior to recordation of the first final map.

19. **Mitigation Measure 4.4-1a:** Avoid or minimize effects to valley elderberry longhorn beetle. If rough grading and/or removal of onsite elderberry shrubs do not occur by May 2016, a qualified biologist shall conduct surveys for VELB according to the USFWS protocol outlined in USFWS' Conservation Guidelines for the Valley Elderberry Longhorn Beetle (1999) (or other USFWS conservation guidelines in effect at the time these activities are implemented) before any ground disturbing construction activities. The biologist shall, at a minimum, identify and map all elderberry shrubs with stems measuring 1 inch or greater in diameter at ground level on and within 100 feet of the project site, take stem counts, and document any exit holes. If no exit holes are found, no additional mitigation is required.

If exit holes are identified during the survey, the applicant shall implement all take avoidance measures identified by the USFWS, including, but not limited to the following measures (as updated or amended by USFWS at the time the above-described construction activities are implemented):

- Impacts to VELB will be avoided and minimized by following the Conservation Guidelines for cases where elderberry shrubs can be retained and protected within 100 feet of the project footprint.
- If elderberry shrubs are 100 feet or more from project activities, no direct or indirect impacts are expected. Shrubs will be protected during construction by establishing and maintaining a high visibility fence at least 100 feet from the drip line of each elderberry shrub with stems 1 inch in diameter or greater.
- If elderberry shrubs can be retained within the project footprint, project activities may occur up to 20 feet from the dripline of elderberry shrubs if precautions are implemented to minimize the potential for indirect impacts. Specifically, these minimization measures include:
 - A minimum setback of at least 20 feet from the dripline of each elderberry plant with stems greater than 1-inch diameter at ground level will be maintained to avoid direct impacts. The buffer area will be fenced with high visibility construction fencing before commencement of ground-disturbing activities and will be maintained for the duration of construction activities. The project applicant will ensure that ground-disturbing activities on the project site do not alter the hydrology of the site or otherwise affect the likelihood of vigor or survival of elderberry shrubs.
 - The project proponent will ensure that project activities, such as truck traffic or other use of machinery, do not create excessive dust on the project site, such that the growth or vigor of elderberry shrubs is adversely affected. Enforcement of a speed-limit and watering dirt roadways are potential methods to ensure that excessive dust is not created.
 - Areas that are disturbed temporarily will be restored to pre-disturbance conditions. Erosion control measures will be implemented to restore areas disturbed within 100 feet of elderberry shrubs.
 - No insecticides, herbicides, fertilizers, or other chemicals will be used within 100 feet of elderberry shrubs. Herbaceous vegetation may be mowed or removed using hand tools within 100 feet, but not within 20 feet of the elderberry shrubs.
 - If new permanent development is to occur within the 100-foot buffer (but outside the 20-foot buffer), the potential for indirect effects will be evaluated by a qualified biologist. If indirect effects are likely to occur, the project applicant will consult with USFWS to determine the appropriate conservation measures. If indirect effects are not likely to occur, then no additional minimization measures would be required.

- For elderberry shrubs that cannot be avoided by at least 20 feet or impacts to the beetle minimized through the measures listed above, consultation with USFWS in compliance with the ESA will be carried out to seek incidental take authorization.
 - No elderberry shrub will be removed or transplanted without prior coordination with USFWS and assurance that the project proponent has abided by all pertinent conditions of any applicable incidental take authorization. Conservation and minimization measures are likely to include preparation of supporting documentation that describes methods for relocation of existing shrubs and maintaining existing shrubs and other vegetation in a conservation area.
 - Relocation of existing elderberry shrubs and planting of new elderberry seedlings and associated riparian species and/or the purchase of mitigation credits at an approved mitigation bank will be implemented according to the Conservation Guidelines (USFWS 1999) or other applicable USFWS conservation guidelines in effect at the time of construction implementation. The current Conservation Guidelines use stem count data, presence or absence of exit holes, and whether the affected elderberry shrubs are located in riparian habitat to determine the number of elderberry seedlings or cuttings and associated riparian vegetation that would need to be planted as compensatory mitigation for affected VELB habitat. Compensatory mitigation may include planting replacement elderberry seedlings or cuttings and associated native plants within suitable areas of the project site, planting replacement elderberry seedlings or cuttings and associated native plants at a suitable offsite location, purchasing credits at an approved mitigation bank, or a combination thereof. Relocated and replacement shrubs and associated native plantings will be placed in the on- or offsite conservation areas providing a minimum of 1,800 square feet per transplanted shrub. These conservation areas will be preserved in perpetuity as habitat for VELB. The final VELB mitigation plan, including transplanting procedures, long-term protection, management of the mitigation areas, and monitoring procedures will be consistent with the Conservation Guidelines for the Valley Elderberry Longhorn Beetle (USFWS 1999), or other USFWS guidelines in effect at the time the construction activities are implemented.
20. **Mitigation Measure 4.4-1b:** Avoid or minimize effects to western pond turtle. Within 24 hours before beginning construction activities within 200 feet of suitable aquatic habitat for western pond turtle, a qualified biologist will inspect areas of anticipated disturbance for the presence of western pond turtle. The construction area will be re-inspected whenever a lapse in construction activity of two weeks or more has occurred. The monitoring biologist will be available thereafter; if a turtle is encountered during construction activities, the monitoring biologist will have the authority to stop construction activities until a qualified biologist can relocate the western pond turtle to the nearest suitable aquatic habitat outside the area of disturbance.

21. **Mitigation Measure 4.4-1c:** Avoid or minimize the loss of special-status bird nests. The project applicant will implement the following measures to avoid or minimize the loss of nests of golden eagle, white-tailed kite, and other raptors and special status birds:
- To the extent feasible, vegetation (including tree) removal, grading, and other ground disturbing activities will be carried out during the nonbreeding season (September 1 through February 14) for migratory birds.
 - If construction activity is scheduled to occur during the nesting season (February 15 to August 31), the project applicant shall utilize a qualified biologist to conduct preconstruction surveys for all potential special-status bird species (golden eagle, white-tailed kite, burrowing owl, and tricolored blackbird) and suitable habitat onsite and within 500 feet of the project site to identify active nests that could be affected by project construction. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction in a particular area. If no nests are found, no further mitigation is required.
 - If active nests are found, impacts on nesting birds, including golden eagle, white-tailed kite, burrowing owl, and other raptors, as well as tricolored blackbirds shall be avoided by establishment of appropriate buffers around the nests. No project activity shall commence within the buffer area until a qualified biologist confirms that any young have fledged or the nest is no longer active. A 500-foot buffer around raptor nests, burrows, and/or colonies are generally adequate to protect them from disturbance, but the size of the buffer may be adjusted by a qualified biologist in consultation with CDFW depending on site-specific conditions. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest.
22. **Mitigation Measure 4.4-1d:** Avoid or minimize loss of protected bat species.
- Prior to construction, suitable roosting habitat (assumed to be trees on the project site) for roosting bats on the project site will be surveyed by a qualified biologist. Surveys will consist of a daytime pedestrian survey looking for evidence of bat use (e.g., guano) and may also include an evening emergence survey to note the presence or absence of bats, if warranted. The type of survey will depend on the condition of the potential roosting trees. If no bat roosts are found, then no further study is required. If evidence of bat use is observed, the number and species of bats using the roost will be determined. Bat detectors may be used to supplement survey efforts, but are not required.
 - If roosts of pallid or silver-haired bats are determined to be present and must be removed, the bats will be excluded from the roosting site before the tree is removed. A program addressing compensation, exclusion methods, and roost removal procedures will be developed in consultation with CDFW before implementation.

Exclusion methods may include use of one-way doors at roost entrances (bats may leave but not reenter), or sealing roost entrances when the site can be confirmed to contain no bats. Exclusion efforts may be restricted during periods of sensitive activity (e.g., during hibernation or while females in maternity colonies are nursing young). The loss of each roost (if any) will be replaced in consultation with CDFW and may require construction and installation of bat boxes suitable to the bat species and colony size excluded from the original roosting site. If determined necessary during consultation with CDFW, replacement roosts will be implemented before bats are excluded from the original roost sites. Once the replacement roosts are constructed and it is confirmed that bats are not present in the original roost site, the roost trees may be removed.

23. **Mitigation Measure 4.4-1e:** Implement a Worker Environmental Awareness Program (biological resources element). Prior to any ground disturbing activities that would affect riparian or aquatic habitats, a qualified biologist shall conduct an education program for all persons employed or otherwise working on the project. The program shall consist of a presentation from the biologist that includes a discussion of the biology of the habitats and species potentially affected by project development. The biologist shall also include as part of the education program information about the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and project-specific protective measures identified by regulatory authorizations. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work onsite. The permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains relevant biological data for workers to carry onsite. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures.
24. **Mitigation Measure 4.4-2a:** Avoid effects to sensitive natural communities by fencing resources. Before construction activities commence, all sensitive areas will be flagged or fenced with brightly visible construction flagging and/or fencing under the direction of the qualified biologist to ensure that grading, excavation, or other ground-disturbing activities will not occur within these areas. This delineation shall be consistent with and incorporate the USACE-approved preliminary jurisdictional determination or verified jurisdictional determination. Foot traffic by construction personnel will also be limited in these areas to prevent the introduction of invasive or weedy species. Periodic inspections during construction will be conducted by the monitoring biologist to ensure the integrity of exclusion fencing/flagging is maintained throughout the period of construction involving ground disturbance.
25. **Mitigation Measure 4.4-2b:** Obtain all required regulatory authorizations if project development would result in the fill of Waters of the United States. Prior to any grading or construction activities within waters of the United States., the appropriate Section 404 permit will be obtained for any project-related impacts. Any waters of the United States that would be affected by project development shall be replaced or restored on a “no-net-

loss” basis in accordance with USACE mitigation guidelines (or the applicable USACE guidelines in place at the time of construction). In association with the Section 404 permit (if applicable) and prior to the issuance of any grading permit, Section 401 Water Quality Certification from the Regional Water Quality Control Board shall be obtained.

26. **Mitigation Measure 4.4-2c:** Obtain all required regulatory authorizations if project development would result in impacts to aquatic or riparian habitats within CDFW jurisdiction. If it is determined that project development would affect the bed, bank, channel, or associated riparian habitat subject to CDFW jurisdiction under Fish and Game Code Section 1602, a Streambed Alteration Notification shall be submitted to CDFW, pursuant to Section 1600 et seq. of the California Fish and Game Code. If proposed activities are determined to be subject to CDFW jurisdiction, the project proponent shall abide by the conditions of any executed agreement prior to the issuance of a grading permit by El Dorado County.

27. **Mitigation Measure 4.4-3a:** Implement additional actions to further reduce impacts to wetland features due to alternate minimum setback during construction. The following actions shall be implemented during grading and other ground-disturbing construction activities within 100 feet of the onsite wetland features:
 - A qualified biologist shall be onsite during all initial vegetation clearing and grading activities.
 - High-visibility orange fencing shall be installed 10 feet from the edge of aquatic features and riparian habitat or at the edge of the grading/construction footprint, whichever is greater. The fencing shall be installed at the edge of the construction footprint around all aquatic features, as directed by the monitoring biologist. The fencing shall be installed prior to ground-disturbing activities and shall remain throughout the duration of construction activities. The fencing shall be checked daily by the superintendent or foreman to ensure that the fencing remains intact.
 - Excavation and ground disturbance within 100 feet of any aquatic feature (excluding removal of trees) shall be limited to dry periods (generally between April 15 and October 15).
 - Within identified wetland features, the top 4 inches of topsoil within the temporary disturbance area shall be stripped and stockpiled onsite. Once construction of the lots is complete, the topsoil shall be returned to the permanent buffer areas to maintain an existing seed bank and promote rapid re-establishment of vegetative cover.
 - If rain is forecasted to occur, all bare soil shall be covered with plastic sheeting, or equivalent, 24 hours prior to an anticipated precipitation event.

28. **Mitigation Measure 4.4-3b:** Provide permanent design features and monitoring to further reduce impacts to wetland features due to alternate minimum setback during operation.

The applicant shall hire a qualified biologist to prepare a revegetation plan and submit to the County's Community Development Department prior to the start of construction. The plan shall include information on planting, maintenance, monitoring, and adaptive management strategies. For all disturbed areas within 40 feet of aquatic features and riparian habitat, the revegetation plan shall specify revegetation with native plant material, including native shrubs and trees to improve bank stability and habitat values.

- To ensure establishment of native habitat, a monitoring plan prepared by a qualified biologist shall be submitted to the County's Community Development Department that includes monitoring of the habitat within the open space buffers for a minimum of five years after the final certificate of occupancy is issued. The plan shall include adaptive management responses to implement if habitat quality is declining.
 - The Covenants, Conditions, and Restrictions (CC&R) for the development shall discourage residents from using species considered invasive by the California Invasive Plant Council (CAL-IPC) in landscaping throughout the development. This restriction should be enforced by the Home-owners Association for the development.
 - Informational signs informing residents about impacts that domestic animals can have on wildlife shall be installed in parks and trail corridors.
29. **Mitigation Measure 4.5-1a:** Avoid impacts to P-9-822. Construction activities occurring within the boundaries of P-9-822 shall not include any scarification or excavation activities. Any construction proposed within the boundaries of P-9-822 shall only include covering the site with layer(s) of chemically compatible soil prior to construction of any physical structures or other improvements. A qualified archaeologist shall be onsite continuously to monitor all ground disturbing activities within 100 feet of P-9-822 and all soil capping activities. The qualified archaeologist shall have the authority to stop work if necessary to protect the integrity of the site.
30. **Mitigation Measure 4.5-1b:** Develop and implement a Worker Environmental Awareness Program (heritage and cultural resources element). The project applicant shall submit to the El Dorado County Planning Department a Worker Environmental Awareness Program, prepared by a qualified archaeologist that will be provided to all construction personnel and supervisors who will have the potential to encounter and alter heritage and cultural resources. The topics to be addressed in the Worker Environmental Awareness Program will include, at a minimum:
- types of heritage and cultural resources expected in the project area;
 - types of evidence that indicates heritage or cultural resources might be present (e.g., ceramic shards, trash scatters, lithic scatters);

- what to do if a worker encounters a possible resource;
 - what to do if a worker encounters bones or possible bones; and
 - penalties for removing or intentionally disturbing heritage and cultural resources, such as those identified in the Archeological Resources Protection Act.
31. **Mitigation Measure 4.5-1c:** Stop work and implement recommendations in the event of an archaeological discovery. In the event that evidence of any prehistoric or historic-era subsurface archaeological features or deposits are discovered during construction-related earth-moving activities (e.g., ceramic shard, trash scatters, lithic scatters), all ground-disturbing activity in the area of the discovery shall be halted until a qualified archaeologist can assess the significance of the find. If an archaeological site, the appropriate Native American group shall be notified. If the archaeologist determines that the find does not meet the CRHR standards of significance for cultural resources, construction may proceed. If the archaeologist determines that further information is needed to evaluate significance, a data recovery plan shall be prepared. If the find is determined to be significant by the qualified archaeologist (i.e., because the find is determined to constitute either an historical resource or a unique archaeological resource), the archaeologist shall work with the project applicant to avoid disturbance to the resources, and if completed avoidance is not possible, follow accepted professional standards in recording any find including submittal of the standard DPR Primary Record forms (Form DPR 523) and location information to the appropriate California Historical Resources Information System office for the project area (the NCIC).
32. **Mitigation Measure 4.5-2:** Stop work and implement recommendations if human remains are discovered. If human remains are discovered during any demolition/construction activities, potentially damaging ground-disturbing activities in the area of the remains shall be halted immediately, and the project applicant shall notify the El Dorado County coroner and the NAHC immediately, according to Section 5097.98 of the PRC and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the NAHC to be Native American, the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The project applicant shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. Following the coroner's and NAHC's findings, the archaeologist, and the NAHC-designated Most Likely Descendant shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in PRC Section 5097.94.
33. **Mitigation Measure 4.7-1a:** Payment of the project's TIM Fees is considered the project's fair share of the Highway 50/Silva Valley Parkway interchange (Phase 1). The applicant shall pay TIM Fees to El Dorado County to address the project's contribution to traffic at the El Dorado Hills Boulevard at Saratoga Way/Park Drive intersection. Fee amount shall be determined by the County. All fees shall be paid at the time of issuance

of building permits. Note that since the release of the Draft EIR, the interchange (Phase 1) has been completed. The technical analysis showed that the opening of the Silva Valley Parkway interchange would restore Level of Service to acceptable levels at this intersection. Since the interchange is open, there is no concurrency issue. Therefore, the physical traffic-related impact of the project on the El Dorado Hills Boulevard at Saratoga Way/Park Drive intersection would be less than significant with payment of TIM Fees. The TIM Fee contribution is required for reimbursement.

34. **Mitigation Measure 4.7-1b:** Complete a Signal Timing Plan. The project applicant shall prepare and implement a signal timing plan for the intersections along El Dorado Hills Boulevard/Latrobe Road corridor from Saratoga Way/Park Drive through Town Center Boulevard to provide acceptable LOS in the a.m. and p.m. peak hours. The plan for signal optimization shall be prepared by a California-licensed civil engineer or traffic engineer obtained by the project applicant, and shall be submitted to the County Transportation Division and Caltrans, as appropriate. Prior to issuance of building permits, the applicant shall ensure the signal timing improvements are completed in coordination with the County Transportation Division and Caltrans.
35. **Mitigation Measure 4.7-2: Road and intersection improvements.** In accordance with conditions of approval for the timing of improvements (Condition 50), the applicant shall coordinate with the County to improve the El Dorado Hills at Saratoga Way/Park Drive intersection by adding a southbound right-turn lane and re-allocating the traffic signal green time, and improve the Latrobe at Town Center Drive intersection by restriping of the westbound Town Center Boulevard approach to include one shared through/left-turn lane and two right-turn lanes, adding a right-turn overlap signal phase for the westbound right-turn, and adding a component of Phase 2B improvements at the adjacent Highway 50 interchange with El Dorado Hills Boulevard/Latrobe Road. The project applicant may be eligible for either reimbursement or fee credit for costs that exceed the project's proportional share.
36. **Mitigation Measure 4.7-4:** Prepare and implement a construction traffic management plan. The applicant (or designated construction manager) shall prepare a construction Traffic Management Plan (TMP) in consultation with the El Dorado County Transportation Division, as well as all other applicable transportation entities, including Caltrans for state roadway facilities and City of Folsom for city roadway facilities. The TMP will ensure that construction traffic does not result in exceedance of peak-hour LOS at existing affected transportation facilities beyond baseline conditions. The County will ensure implementation of the construction TMP during all applicable construction phases. The TMP would address the following, as needed:
 - scheduling for oversized material deliveries to the work site and haul routes, including flagging, scheduling off-peak deliveries (recognizing applicable noise standards may limit early morning/evening deliveries);

- coordination of construction traffic with other concurrent, major construction projects in the same local transportation network;
- other actions to be identified and developed as may be needed by the construction manager/resident engineer to ensure that temporary impacts on transportation facilities are minimized. Such actions could include offering a ride-sharing program for construction workers, offering some flexibility for start- and end-work times, and even restricting peak hour construction trips, if necessary.

The TMP would include an up-to-date evaluation of current operational characteristics of the roadways to verify that the plan is successful, or to identify whether additional measures should be added (as described above).

37. **Mitigation Measure 4.8-1a:** Use architectural coatings with low-VOC content. During construction, architectural coatings with an average VOC content of 150 grams per liter or less shall be used.
38. **Mitigation Measure 4.8-1b:** Apply Rule 403 from SCAQMD, as adopted by EDCAQMD. During construction, implement SCAQMD's Best Available Fugitive Dust Control Measures and Best Available Fugitive Dust Control Measures for High Wind Conditions as adopted by EDCAQMD.
39. **Mitigation Measure 4.8-4a:** Comply with Applicable Recommendations in the Geotechnical Engineering Study. A professional geologist shall be retained by the project applicant. As determined necessary by the geologist, grading activities shall be observed to identify materials likely to contain NOA. Collection of soil/rock samples for analyses for NOA shall be conducted where recommended by the onsite geologist.

An asbestos dust mitigation plan shall be prepared by the applicant and submitted to EDCAQMD that includes:

- Provisions for testing of all soils to be exported from the project site during construction. At least one sample per 1,000 tons of material shall be required.
- Prohibition of rock crushing where materials may contain asbestos.
- Track-out control measures.
- Prohibition of fugitive dust that extends beyond the project site.
- Specifications for the depth to which NOA-containing materials will be used as fill. NOA shall be used only in deep fills to avoid contact during future excavations (i.e., for pools or maintenance of utilities).
- A contingency under which the Buckeye Union School District (which includes William Brooks Elementary School) and the Folsom Cordova Unified School District (which includes Russell Ranch Elementary School) shall be notified if there is a release, or suspected release, of asbestos in fugitive dust that extends beyond the project site.

- Coordinate with EDCAQMD to determine if air monitoring for NOA is necessary during construction.
 - Following construction, finished lot testing for NOA shall be completed, as recommended by EDCAQMD.
40. **Mitigation Measure 4.8-4b:** Use Tier 3 construction equipment. To reduce diesel PM emissions during construction, limit construction equipment to those that comply with Tier 3 emission control standards.
41. **Mitigation Measure 4.8-4c:** Implement measures to reduce health risks from Highway 50. Houses located within 500 feet of Highway 50 shall include air filtration systems that have a minimum efficiency reporting value of 13 and mechanical airflow and ventilation systems that are equipped to handle necessary air flow needs, as determined by a specialist certified by the American Society of Heating, Refrigeration, and Air-Conditioning Engineers. (Note: the minimum efficiency reporting value rates the effectiveness of air filters. A rating of 13 indicates that particles between 0.3 and 1 micrometers are removed 75 percent of the time.)

To filter outdoor air and minimize TAC concentrations, the project applicant shall fund the planting of trees in the open space along the southern boundary of the project site. The plantings shall be located on the northern side of Saratoga Way, adjacent to the soundwalls shown on Exhibit 3-3 in Chapter 3, "Project Description." Trees shall consist of evergreen species, so that the potential for particle deposition and filtration is relatively consistent year-round. Two contiguous rows of trees will be planted, with individual plantings not more than 15 feet apart. The plantings in one row shall be staggered relative to the plantings in the other row. All trees shall be planted prior to occupancy of homes within 500 feet of Highway 50.

The specific tree species selected for the site shall be suited to the site conditions and constraints. All trees shall be planted in accordance with the planting standards established by the Western Chapter of the International Society of Arboriculture's Guideline Specifications for Selecting, Planting, and Early Care of Young Trees (Kempf and Gilman 2011), including standards for root ball management, root pruning, staking, mulching, and irrigation. The trees will be maintained in perpetuity by the EDHCSD, a landscape and lighting district, or by the HOA. As part of the ongoing maintenance, trees lost to disease, age, or other cause shall be replaced with the same tree species to maintain the screening.

42. **Mitigation Measure 4.9-2:** Prior to issuance of certificates of occupancy, the project applicant shall incorporate mitigation measures into the project to reduce operational GHG emissions to levels that do not exceed the identified performance standard, that is, the GHG efficiency target. The following measures are recommended given the state of the science today. However, in consideration of new and advanced technologies that may be introduced, other feasible, enforceable measures that result in emissions reductions

additional to regulatory requirements and that would also achieve the performance standard may be substituted, with prior approval by El Dorado County.

Transportation: All single family homes shall include adequate electric wiring and infrastructure to support a 240-Volt electric vehicle charger in the garage or off-street parking area to allow for the future installation of electric vehicle chargers. This connection should be separate from the connection provided to power an electric clothes dryer.

Energy: All houses shall be designed to exceed the 2013 Title 24 standards by a minimum of 25 percent. Title 24 regulates energy uses including space heating and cooling, hot water heating, and ventilation. Therefore, potential options to meet the 25 percent improvement goal could include, but not be limited to, high-efficiency HVAC systems, efficient hot water heaters (e.g., tankless or solar), and insulation requirements that exceed Title 24 standards.

Energy Star appliances (including clothes washers, dish washers, fans, and refrigerators) shall be installed in all residential units.

The project shall achieve reductions in onsite electricity and natural gas use through a combination of on-site renewable energy (e.g., solar photovoltaic panels) and elimination of fireplaces in specified number of units. The pathway to achieving this reduction would be flexible, as long as the specified reductions in GHGs are achieved.

- For example, the project could include solar photovoltaic panels, or an equivalent mode of on-site renewable energy generation, with all houses to offset 30 percent of net annual electricity demand by single family residences. Based on the projected electricity consumption for the project (2.3 million kWh annually), this would amount to a total system size of 500 kilowatts. The total area required for the photovoltaic panels is expected to be approximately 40,000 square feet and the total number of solar panels required would range from approximately 2,000-2,500 depending upon the panel wattage. The project would have the flexibility to meet this requirement by installing an average number of panels on all homes (example, 6-8 panels on each home) or larger systems on a portion of the homes, as long as the 30 percent net annual electricity demand is met through onsite renewable energy. (Note that the values provided here are preliminary estimates. The actual system size and design would be determined at the project's design stage.)
- Alternatively, the project could include various combinations of solar photovoltaic panels and elimination of fireplaces in the units as follows:

Number of solar panels per unit	Number of units with fireplaces
6-8	317
4-6	269
3-4	254
2-3	238
1-2	222
0	159
Note: The data presented in the section assumes one natural gas fireplace per single family unit in the unmitigated condition.	

- Building design, landscape plans (tree placement), and solar panel installation shall take into account solar orientation to maximize solar exposure.

Area Sources:

- Electrical outlets shall be provided on the exterior of project buildings to allow sufficient powering of electric landscaping equipment.

Water Conservation: The project shall include the following measures related to water conservation:

- Install low-flow kitchen faucets that comply with CALGreen residential voluntary measures (maximum flow rate not to exceed 1.5 gallons per minute at 60 psi).
- Install low-flow bathroom faucets that exceed the CALGreen residential mandatory requirements (maximum flow rate not to exceed 1.5 gallons per minute at 60 psi)
- Install low-flow toilets that exceed the CALGreen residential mandatory requirements (maximum flush volume less not to exceed 1.28 gallons per flush)
- Install low-flow showerheads that exceed the CALGreen residential mandatory requirements (maximum flow rate not to exceed 2 gallons per minute at 80 psi)
- Install a “Smart” irrigation control system that uses weather, climate, and/or soil moisture data to automatically adjust watering schedules in response to environmental and climate changes, such as changes in temperature or precipitation levels. Appropriate systems that could be installed to comply with this measure include Calsense, ET Water, and EPA-certified WaterSense Irrigation Partners.

Waste Diversion/Recycling: The project shall comply with the following performance measure related to reducing solid waste disposal:

- Achieve a 20 percent reduction in the generation of solid waste, relative to baseline waste disposal rates. This performance standard may be achieved through a combination of actions. Strategies to reduce landfill waste include increasing recycling, reuse, and composting. The project can achieve this reduction by providing a recycling collection service and providing separate recycling and waste containers to future residents. The project may also include provisions to divert all green waste from the park and landscape lots and recycle it as mulch. It should be noted that this list of measures is not intended to be all-inclusive. If it can be demonstrated that other measures or technologies achieve an equivalent reduction, these may be implemented with County authorization.

43. **Mitigation Measure 4.10-1:** Implement construction-noise reduction measures. To minimize noise levels during construction activities, construction contractors shall comply with the following measures during construction:

- All construction equipment and equipment staging areas shall be located as far as possible from nearby noise-sensitive land uses, and/or located such that existing topography blocks line-of-site from these land uses to the staging areas.
- All construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.
- Where feasible and consistent with building codes and other applicable laws and regulations, individual operations and techniques shall be replaced with quieter procedures (e.g., using welding instead of riveting, mixing concrete offsite instead of onsite).
- All construction equipment with back-up alarms shall be equipped with either audible self-adjusting backup alarms or alarms that only sound when an object is detected. The self-adjusting backup alarms shall automatically adjust to 5 dBA over the surrounding background levels. All non-self-adjusting backup alarms shall be set to the lowest setting required to be audible above the surrounding noise levels. In addition to the use of backup alarms, the construction contractor shall consider other techniques such as observers and the scheduling of construction activities such that alarm noise is minimized.
- When future noise sensitive uses are within close proximity to prolonged construction noise, noise attenuating buffers such as structures, truck trailers, temporary noise

curtains or sound walls, or soil piles shall be located between noise sources and the receptor to shield sensitive receptors from construction noise.

- The applicant or construction contractors shall post visible signs along the perimeter of the construction site that disclose construction times and duration. A contact number for an El Dorado County enforcement officer shall be included where noise complaints can be filed and recorded. The applicant will be informed of any noise complaints and will be responsible for investigating complaints and implementing feasible and appropriate measures to reduce noise at receiving land uses. These may include:
 - Noise-reducing enclosures and techniques shall be used around stationary noise-generating equipment (e.g., concrete mixers, generators, compressors).
 - For construction activity that occurs within 855 feet of existing sensitive land uses, install temporary noise curtains that meet the following parameters:
 - temporary noise curtains shall be installed as close as possible to the boundary of the construction site within the direct line of sight path of the nearby sensitive receptor(s).
 - temporary noise curtains shall consist of durable, flexible composite material featuring a noise barrier layer bounded to sound-absorptive material on one side. The noise barrier layer shall consist of rugged, impervious, material with a surface weight of at least 1 pound per square foot.
44. **Mitigation Measure 4.10-2:** Reduce blasting-related vibration. For any proposed blasting that would occur within 230 feet from any existing occupied structure, alternatives to traditional blasting (silent demolition), such as non-explosive chemical agents, expansive grout, or any other non-explosive technology, shall be used to eliminate vibration and noise from blasting.
45. **Mitigation Measure 4.10-4:** Implement building design measures to reduce interior noise levels at proposed residences. To reduce interior noise levels at all elevated south, east, and west-facing properties located adjacent to Saratoga Way, the following design standard shall be met. Refer to Figure 2 of Appendix D of the Draft EIR for properties requiring these design measures. An exterior-to-interior noise reduction of at least 30 dB shall be achieved. This level of noise reduction can be achieved with incorporation of the following measures:
- All windows and doors shall meet a minimum sound transmission class rating of 33;
 - Air conditioning shall be provided to allow occupants to close doors and windows; and
 - Additional insulation designed specifically for noise reduction shall be used in walls facing Saratoga Way and Highway 50.

46. **Mitigation Measure 4.11-3:** Evaluate soil compaction and implement recommendations during grading. The applicant shall employ a qualified engineer to observe the stripping of deleterious material and over excavation of any unsuitable materials, and provide consultation and supplemental recommendations, as field conditions dictate, to the grading contractor in the field.

Fill soil compaction shall be evaluated through means of in-place density tests performed during fill placement so that adequacy of soil compaction efforts may be determined. This will likely include the periodic excavation of test pits within the fill materials to observe and document that a uniform over-optimum moisture condition, and absence of large and/or concentrated voids has been achieved before additional fill placement.

If large quantities of expansive soils are encountered at the project site, recommendations shall be made by a qualified engineer based on observations at the time of construction and the proper disposition of clays on site shall be observed and documented by a qualified third party monitor.

Transportation Division (EDCTD):

Project-Specific Conditions:

47. **Road Design Standards:** The applicant shall construct all roads in conformance with the County Design and Improvements Standard Manual (DISM) and Standard Plan 101B as modified as shown on the Tentative Map and as presented in Table 1 (the requirements outlined in Table 1 are minimums).

ROAD NAME	REFERENCE	ROAD WIDTH*	EXCEPTIONS / NOTES
Saratoga Way from Wilson Boulevard easterly, conforming to existing pavement at west of Finders Way.	Approved Tentative Map	36 feet / 100 foot R/W One 12-foot Lane in each direction, plus 2-foot paved shoulder next to raised median, plus 4-foot paved shoulder on the outside edge.	45 mph Design Speed. Grading of roadway prism to ultimate 4-lane configuration. 6-foot sidewalk on north side only. 16-foot Center median area, with Caltrans Type A 1-8 curb. Type A HMA
Saratoga Way from El Dorado County Line to Wilson Boulevard	County CIP project 71324 and project GP147	Two 12-foot lanes in each direction, 2-foot left shoulder, 8-foot right shoulder, 16-foot raised center median, curb and gutter both sides, 6-foot sidewalk on project side only.	45mph Design Speed. Caltrans Type A 1-8 median curb and Caltrans Type A2-6 curb and gutter. Type A HMA

Wilson Boulevard (Typical Section)	Std Plan 101B	40 feet / 60 foot R/W	35 mph Design Speed. Type 2 Curb and Gutter 6-foot Sidewalk on west side only. Type A HMA
Wilson Boulevard (at subdivision street intersections and approaching Saratoga Way)	Std Plan 101B	48 feet / 60 foot R/W (three 12-foot lanes, 6- foot shoulders)	48-foot width necessary to accommodate turn lanes. Type 2 Curb and Gutter 6-foot Sidewalk on west side. Type A HMA
Internal Subdivision Streets	Std Plan 101B, Approved Tentative Map.	29 feet / 40 foot R/W	Type 1 Curb and Gutter 5.5-foot sidewalk (both sides) except as noted in the design waiver #4 above. M Street Sidewalk shall be 6 feet wide from Saratoga Way to C Street. Parking on one side only.

* Road widths are measured from curb face to curb face or edge of pavement to edge of pavement if no curb. Curb face for rolled curb and gutter is 6" from the back of the curb. Type 2 Vertical Curb and Gutter required adjacent to open space, park and non-frontage of lots.

Sidewalks may meander within Right of Way or Pedestrian Easements.

48. **Offer of Dedication:** The project shall offer to dedicate, in fee, the rights of way for roadways shown in Table 1 with the final map. Said offer shall include all appurtenant slope, drainage, pedestrian, public utility, or other public service easements as determined necessary by the County.

The Offer(s) for the Internal Subdivision Streets will be rejected by the County and a Homeowners Association (or other mechanism approved by County) shall be formed for the purpose of maintaining the private roads and drainage facilities.

The Offer(s) for Saratoga Way and Wilson Boulevard will be accepted by the County, and included in the County's Maintained Mileage System upon completion of Construction to the satisfaction of County.

49. **Off-Site Improvements – Collectors and Major Transportation Facilities:** The Project shall be responsible for design, Plans, Specifications and Estimate (PS&E), utility relocation, right of way acquisition, and construction of the following improvements:

- a. Saratoga Way shall be constructed to a design speed of 45mph, consistent with the exhibit entitled "Saratoga Estates, Saratoga Way Plan and Profile" dated July 2015, prepared by CTA Engineering and Surveying. Typical Section as shown on the Approved Tentative Map and as specified in Table 1. In the event of a delay due to the acquisition of offsite right of way, or other delays associated with the

connection of Saratoga Way to Iron Point Road in the City of Folsom, and to ensure completion of the connection at such time as right of way is acquired, a bond, or other security acceptable to County, shall be posted in an amount adequate to fully complete the connection of Saratoga Way. Construction shall include the extension of Saratoga Way from the existing terminus to the boundary with parcel number 120-070-03 with the first small lot final map. The construction of Saratoga Way to Iron Point Road shall be completed prior to issuance of the 101st Building Permit, with the exception of model homes.

- b. Saratoga Way Intersection with Wilson Boulevard shall include construction of a left turn pocket on the eastbound Saratoga Way approach to Wilson Boulevard, separate right and left turn lanes on the southbound Wilson Boulevard approach to Saratoga Way, and installation of a traffic signal. Traffic signal shall be designed with the first small lot final map, and all under-pavement components of the traffic signal system shall be installed with the initial construction of the roadways. The remaining portions of the traffic signal system shall be installed and placed in operation in accordance with Condition 50.
- c. The intersection of Saratoga Way and M Street shall be constructed as a “right-in, right out only” configuration.
- d. Wilson Boulevard shall be constructed to a design speed of 35mph as shown on the Approved Tentative Map. Full construction from Saratoga Way to the existing Wilson Way shall be completed prior to issuance of any Building permits, with the exception of model homes.
- e. Design of Wilson Boulevard shall include left-turn pockets at “I Street”, “K Street” and “L Street” to include three 12-foot lanes plus 6-foot paved shoulders (measured to face of curb), for a total width of 48 feet. These intersection improvements shall include all-way stop controls.
- f. Mitigation Measures 4.7-1a, 4.7-1b and 4.7-2 as identified in the project Environmental Impact Report, shall be implemented in accordance with Condition 50, “Timing of Off-Site Improvements.”

50. Timing of Off-Site Improvements

- a. In order to ensure proper timing for construction of the improvements the subdivider shall perform a supplemental traffic analysis in conjunction with each final map application. The supplemental traffic analysis shall be based on the Existing Conditions Analysis documented in the project EIR, plus traffic from any previously recorded project final maps, plus traffic generated by the final map to be filed at that time. In addition, the analysis shall include the ambient traffic growth (external trips) based on the Near Term analysis in the project EIR, interpolated to the anticipated filing date for that final map.

- b. If the supplemental traffic analysis indicates that the County's LOS policies would be exceeded, the applicant shall construct the mitigation improvements prior to issuance of a Building Permit for any lot within that final map.
 - c. Building permits with the exception of those for model homes may be issued prior to construction of the required off-site improvements.
 - d. The requirement for supplemental traffic analysis for a final map may be waived by the County Engineer if the developer agrees to construct all necessary off-site improvements in conjunction with that final map.
 - e. Once the required off-site mitigation improvements are constructed, no further supplemental traffic analysis will be required.
51. **Financing and Reimbursement of Off-Site Improvements.** To the extent not covered under the Development Agreement ("DA"), the Project may be reimbursed for the costs of any improvements listed above to the extent that the cost of such improvements are beyond the project's fair share, and subject to a Road Improvement and Reimbursement Agreement between the Project and the County.
52. **The following requirements apply to all traffic signals identified in this condition:**
- a. In order to ensure proper timing for the installation of traffic signal controls, the applicant shall be responsible to perform traffic signal warrants with each final map, in accordance with the Manual on Uniform Traffic Control Devices (version in effect at the time of application).
 - b. If traffic signal warrants are met at the time of application for final map (including the lots proposed by that final map), the applicant shall construct the improvements prior to issuance of the first building permit for any lot within that final map.
 - c. If traffic signal warrants are not met upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the installation of traffic signal controls at this intersection. In which case, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.
 - d. If the traffic signal control at an intersection is constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the projects proportionate fair share towards mitigation of this impact.

53. **Vehicular Access Restriction:** A vehicular access restriction shall be designated along Saratoga Way and Wilson Boulevard except at intersections approved by County.
54. **Off-site Improvements (Acquisition):** As specified elsewhere in these Conditions of Approval, the applicant is required to perform off-site improvements. If the applicant does not secure, or cannot secure sufficient title or interest for lands where said off-site improvements are required, and prior to filing of any final or parcel map, the applicant shall enter into an agreement with the County pursuant to Government Code Section 66462.5. The agreement will allow the County to acquire the title or interests necessary to complete the required off-site improvements. The Form, Terms and Conditions of the agreement are subject to review and approval by County Counsel.

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

Transportation Department Standard Conditions

55. **Public Transit:** Bus turnouts and shelters shall be constructed at locations required by El Dorado Transit and the appropriate school district.
56. **Curb Returns:** All curb returns shall include pedestrian ramps with truncated domes conforming to Caltrans Standard Plan A88A, including a 4 foot sidewalk/landing at the back of the ramp. Alternate plans satisfying the current accessibility standards may be used, subject to review and approval by County.
57. **Maintenance Entity:** The proposed project must form an entity for the maintenance of public and private roads 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 of the current project. Transportation Division shall review the document forming the entity to ensure the provisions are adequate prior to filing of the final map.

Saratoga Way and Wilson Way are existing County maintained roads shown on General Plan Exhibit TC-1 and will be accepted by County without a Maintenance Entity.

58. **Common Fence/Wall Maintenance:** The responsibility 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).
59. **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 (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, Storm Water Ordinance (Ord. No. 5022), 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).

60. **Soils Report:** At the time of the submittal of the grading or improvement plans, the applicant 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 Transportation Division. 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.
61. **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.
62. **Drainage (Cross-Lot):** Cross lot drainage shall be avoided. When concentrated cross lot drainage does occur or when the natural sheet flow drainage is increased by the project, it shall be contained within dedicated drainage easements. This drainage shall be conveyed via closed conduit or open channel, to either a natural drainage course of adequate size or an appropriately sized storm drain system. The Grading and Improvement plans shall show drainage easements for all on-site drainage facilities where required.
63. **Regulatory Permits and Documents:** All regulatory permits or agreements between the Project and any State or Federal Agency shall be provided to the Transportation Division with the Project Improvement Plans. These project conditions of approval and all regulatory permits shall be incorporated into the Project Improvement Plans.

64. **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 the Transportation Division with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.

Air Quality Management District (AQMD)

65. **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 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. When feasible, recycled water shall be used for dust suppression.
66. **Paving:** Project construction will involve road development and shall adhere to AQMD Cutback and Emulsified Asphalt Paving Materials (Rule 224).
67. **Painting/Coating:** The project construction may involve the application of architectural coating, which shall adhere to AQMD Rule 215 Architectural Coatings unless the project specific mitigation measures are more restrictive.
68. **Open Burning:** Burning of wastes that result from "Land Development Clearing" must be permitted through the AQMD. Only dry vegetative waste materials originating from the property may be disposed of using an open outdoor fire (Rule 300 Open Burning).
69. **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.
70. **Portable Equipment:** All portable combustion engine equipment with a rating of 50 horsepower or greater shall be registered with the California Air Resources Board (CARB). A copy of the current portable equipment registration 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

71. **Hydrants:** This development shall install Dry Barrel Fire Hydrants which conform to El Dorado Irrigation District specifications for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. The exact location of each hydrant on private roads and on main county maintained roadways shall be determined by the Fire Department. Hydrants shall be added to Wilson Way at the same spacing.
72. **Fire Department Access:** Approved fire apparatus access roads and driveways shall be provided for every facility, building, or portion of a building. The fire apparatus access roads and driveways shall comply with the requirements of Section 503 of El Dorado Hills County Water District Ordinance 36 as well as State Fire Safe Regulations as stated below (but not limited to):
 - a. Each dead-end road shall have a turnaround constructed at its terminus and shall not exceed length as specified in the approved Fire Safe Plan.
 - b. Driveways and roadways shall have unobstructed vertical clearance of 15 feet and a horizontal clearance providing a minimum 2 feet on each side of the required driveway or roadway width.
73. **Roadway Surface:** Roadways shall be designed to support the imposed load of fire apparatus weighing at least 75,000 pounds and provide all-weather driving conditions. All-weather surfaces shall be asphalt, concrete or other approved driving surface. Project proponent shall provide engineering specifications to support design, if request by the local AHJ.
74. **Roadway Grades:** The grade for all roads, streets, private lanes and driveways shall not exceed 16 percent. If paved or concrete, grades may be allowed up to 20 percent.
75. **Traffic Calming:** This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump/dip section of roadway. All other proposed traffic calming devices shall require approval by the fire code official.
76. **Turning Radius:** The required turning radius of a fire apparatus access road/driveway shall be determined by the fire code official.
77. **Fire Access During Construction:** 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. A secondary means of egress shall be provided prior to any construction or the project can be phased.

78. **Wildland Fire Safe Plan:** This development shall be conditioned to develop, implement, and maintain a Wildland Fire Safe Plan compliant with the State Fire Safe Regulations and approved by the Fire Department.
79. **Parking and Fire Lanes:** All parking restrictions as stated in the current California Fire Code and the current El Dorado Hills County Water District Ordinance shall be in effect. All streets with parking restrictions will be signed or marked with red curbs as described in the El Dorado County Regional Fire Protection Standard titled "No Parking-Fire Lane". All curbs in the parking lot(s) that are not designated as parking spaces will be painted red and marked every 25 feet "No Parking - Fire Lane." This shall be white letters on a red background. There shall be a designated plan page that shows all Fire Lanes as required by the El Dorado County Regional Fire Protection Standard B-004 "No Parking-Fire Lane" and the fire code official.
80. **Vegetative Fire Clearances:** Prior to June 1st each year, there shall be vegetation clearance around all EVA's (Emergency Vehicle Access), buildings, up to the property line as stated in Public Resources Code Section 4291, Title 19 as referenced in the California Fire Code, and the conditioned Wildland Fire Safe Plan.
81. **Trail Systems and Land-Locked Access:** Wherever possible the applicant shall provide access to on-site trails from public streets. The applicant shall construct a 10-foot-wide non-paved multi-use trail from the western end of Saratoga Way to the southern boundary of the Promontory Open space parcel for future connection to Promontory Open Space trail. Another 10-foot-wide non-paved trail shall be installed to connect northern part of on-site Wilson Way to the stubbed-out existing trail at Platt Circle. The street curbs adjacent to the trail access point shall be painted red. The purpose of this requirement is to allow access for ambulances and smaller fire apparatus in case of emergency.

El Dorado Irrigation District

82. Prior to recordation of a final map, a valid Facility Improvement Letter shall be issued by the El Dorado Irrigation District (EID) for the subdivision. In addition, a Facility Plan Report and improvement plans shall be reviewed and approved by EID.

Surveyor's Office

83. All survey monuments must be set prior to the filing of any final map or the applicant shall have surety of work to be done by bond or cash deposit. Verification of set survey monuments, or the amount of bond or deposit shall be coordinated with the County Surveyor's Office prior to the filing of the any final map.
84. The roads serving the development shall be named by submitting a completed Road Name Petition to the County Surveyors Office prior to filing any Small-Lot final map with the County. Proof of any signage required by the Surveyor's Office must also be

provided prior to filing any final map with the County. All associated fees will be the responsibility of the applicant.

MITIGATION MONITORING AND REPORTING PLAN

(AS APPROVED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 13, 2016)

1. INTRODUCTION

1.2 MITIGATION MONITORING AND REPORTING PLAN

In compliance with the State CEQA Guidelines §15097 (a), when significant effects are identified in an Environmental Impact Report (EIR) or negative declaration, the Lead Agency is required to adopt a program for reporting or monitoring mitigation measures that were adopted or made conditions of approval for the proposed project. This Mitigation Monitoring and Reporting Plan (MMRP) has been developed for the Saratoga Estates Project, consistent with the requirements of §15097. The intent of the MMRP is to prescribe and enforce a means for properly and successfully implementing the mitigation measures identified within the EIR for this project. Unless otherwise noted, the applicant shall be responsible for complying with and paying for all mitigation measures identified herein.

1.2.1 COMPLIANCE CHECKLIST

The intent of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures and permit conditions. The MMRP is intended to be used by El Dorado County staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the EIR prepared for the proposed project. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

Monitoring and documenting the implementation of mitigation measures will be coordinated by El Dorado County. The table attached to this report identifies the mitigation measure, the responsible agency for the monitoring action, and timing of the monitoring action. The applicant will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP and for ensuring compliance.

1.2.2 MITIGATION MONITORING PLAN

The following table indicates the mitigation measure number, the mitigation measure text, the monitoring agency, implementation timing, and an area to record monitoring compliance.

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Mitigation Monitoring Plan				
Mitigation Measure	Measure Description	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
Hydrology and Water Quality				
Mitigation Measure 4.3-1: Prepare and implement a stormwater pollution prevention plan.	The applicant shall prepare and implement a SWPPP that complies with the SWRCB Statewide Construction General Permit. The SWPPP must identify BMPs that will protect water quality from polluted stormwater runoff.	El Dorado County	Prior to issuance of grading permit and during construction.	
Mitigation Measure 4.3-2: Complete final drainage plan and provide adequate onsite storm drainage facilities.	The applicant shall prepare a Final Drainage Analysis conforming to the County's Drainage Manual and the County's West Slope <u>Development and Redevelopment Standards and Post Construction Storm Water Plan requirements</u> Storm Water Management Plan (SWMP) with each final map (phase) of the project. The Final Drainage Analysis shall be submitted to the County along with the Improvement Plans for each phase. The Final Drainage Analysis shall identify project drainage facilities and design features that ensure runoff from the project site will not exceed pre-development levels. The identified drainage facilities and design features shall be included in the Improvement Plans for each phase. At a minimum, the necessary drainage facilities and design features constructed with each phase of development shall be sufficient to mitigate post-development runoff to pre-development levels for each phase. Drainage facilities and design features for later phases of the project may be constructed with earlier phases of the project. The Final Drainage Analysis for each phase shall include evaluation of the final design for the 85th percentile storm (water quality storm), the tenth percentile storm (10-year storm) and the one percentile storm (100-year) storm. The Final Drainage Analysis for each phase shall include a discussion of that phase set in the context of the overall project, considering prior and future phase drainage facilities and design features <u>and the West Slope Development and</u>	El Dorado County	Prior to recordation of first final map.	

Redevelopment Standards and Post Construction Storm Water Plan requirements.
 Maintenance of the project drainage facilities and design features shall be the responsibility of the Home Owner's Association (HOA). A provision for maintenance and management of the drainage facilities and design features shall be included in the Codes, Covenants and Restrictions for the project. A separate Maintenance Program shall be developed for LID and water quality features in accordance with the County's West Slope Development and Redevelopment Standards and Post Construction Storm Water Plan requirements SWMP to guide the long term maintenance and management of the systems by the HOA. The Maintenance Program shall be submitted to the County for review and approval prior to recordation of the first final map.

Biological Resources

Mitigation Measure 4.4-1a:
 Avoid or minimize effects to valley elderberry longhorn beetle.

If rough grading and/or removal of onsite elderberry shrubs do not occur by May 2016, a qualified biologist shall conduct surveys for VELB according to the USFWS protocol outlined in USFWS' *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (1999) (or other USFWS conservation guidelines in effect at the time these activities are implemented) before any ground disturbing construction activities. The biologist shall, at a minimum, identify and map all elderberry shrubs with stems measuring 1 inch or greater in diameter at ground level on and within 100 feet of the project site, take stem counts, and document any exit holes. If no exit holes are found, no additional mitigation is required. If exit holes are identified during the survey, the applicant shall implement all take avoidance measures identified by the USFWS, including, but not limited to the following measures (as updated or amended by USFWS at the time the above-described construction activities are implemented):

- ▲ Impacts to VELB will be avoided and minimized by following the Conservation Guidelines for cases where elderberry shrubs can be retained and protected within 100 feet of the project footprint.
- ▲ If elderberry shrubs are 100 feet or more from project activities, no

El Dorado County (and USFWS if necessary)

Prior to ground disturbing construction activities

direct or indirect impacts are expected. Shrubs will be protected during construction by establishing and maintaining a high visibility fence at least 100 feet from the drip line of each elderberry shrub with stems 1 inch in diameter or greater.

- ▲ If elderberry shrubs can be retained within the project footprint, project activities may occur up to 20 feet from the dripline of elderberry shrubs if precautions are implemented to minimize the potential for indirect impacts. Specifically, these minimization measures include:
 - ✔ A minimum setback of at least 20 feet from the dripline of each elderberry plant with stems greater than 1-inch diameter at ground level will be maintained to avoid direct impacts. The buffer area will be fenced with high visibility construction fencing before commencement of ground-disturbing activities and will be maintained for the duration of construction activities. The project applicant will ensure that ground-disturbing activities on the project site do not alter the hydrology of the site or otherwise affect the likelihood of vigor or survival of elderberry shrubs.
 - ✔ The project proponent will ensure that project activities, such as truck traffic or other use of machinery, do not create excessive dust on the project site, such that the growth or vigor of elderberry shrubs is adversely affected. Enforcement of a speed-limit and watering dirt roadways are potential methods to ensure that excessive dust is not created.
 - ✔ Areas that are disturbed temporarily will be restored to pre-disturbance conditions. Erosion control measures will be implemented to restore areas disturbed within 100 feet of elderberry shrubs.
 - ✔ No insecticides, herbicides, fertilizers, or other chemicals will be used within 100 feet of elderberry shrubs. Herbaceous vegetation may be mowed or removed using hand tools within 100 feet, but not within 20 feet of the elderberry shrubs.
 - ✔ If new permanent development is to occur within the 100-foot buffer (but outside the 20-foot buffer), the potential for indirect effects will be evaluated by a qualified biologist. If indirect effects are likely to occur, the project applicant will consult with USFWS to determine the appropriate conservation measures. If indirect effects are not likely to occur, then no additional minimization measures would be required.
- ▲ For elderberry shrubs that cannot be avoided by at least 20 feet or

impacts to the beetle minimized through the measures listed above, consultation with USFWS in compliance with the ESA will be carried out to seek incidental take authorization.

- ▲ No elderberry shrub will be removed or transplanted without prior coordination with USFWS and assurance that the project proponent has abided by all pertinent conditions of any applicable incidental take authorization. Conservation and minimization measures are likely to include preparation of supporting documentation that describes methods for relocation of existing shrubs and maintaining existing shrubs and other vegetation in a conservation area.
- ▲ Relocation of existing elderberry shrubs and planting of new elderberry seedlings and associated riparian species and/or the purchase of mitigation credits at an approved mitigation bank will be implemented according to the Conservation Guidelines (USFWS 1999) or other applicable USFWS conservation guidelines in effect at the time of construction implementation. The current Conservation Guidelines use stem count data, presence or absence of exit holes, and whether the affected elderberry shrubs are located in riparian habitat to determine the number of elderberry seedlings or cuttings and associated riparian vegetation that would need to be planted as compensatory mitigation for affected VELB habitat. Compensatory mitigation may include planting replacement elderberry seedlings or cuttings and associated native plants within suitable areas of the project site, planting replacement elderberry seedlings or cuttings and associated native plants at a suitable offsite location, purchasing credits at an approved mitigation bank, or a combination thereof. Relocated and replacement shrubs and associated native plantings will be placed in the on- or offsite conservation areas providing a minimum of 1,800 square feet per transplanted shrub. These conservation areas will be preserved in perpetuity as habitat for VELB. The final VELB mitigation plan, including transplanting procedures, long-term protection, management of the mitigation areas, and monitoring procedures will be consistent with the *Conservation Guidelines for the Valley Elderberry Longhorn Beetle* (USFWS 1999), or other USFWS guidelines in effect at the time the construction activities are implemented.

<p>Mitigation Measure 4.4-1b: Avoid or minimize effects to western pond turtle.</p>	<p>▲ Within 24 hours before beginning construction activities within 200 feet of suitable aquatic habitat for western pond turtle, a qualified biologist will inspect areas of anticipated disturbance for the presence of western pond turtle. The construction area will be re-inspected whenever a lapse in construction activity of two weeks or more has occurred. The monitoring</p>	<p>El Dorado County</p>	<p>Prior to construction within 200 feet of suitable aquatic habitat for western pond turtle.</p>
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	<p>biologist will be available thereafter; if a turtle is encountered during construction activities, the monitoring biologist will have the authority to stop construction activities until a qualified biologist can relocate the western pond turtle to the nearest suitable aquatic habitat outside the area of disturbance.</p>	
<p>Mitigation Measure 4.4-1c: Avoid or minimize the loss of special-status bird nests.</p>	<p>The project applicant will implement the following measures to avoid or minimize the loss of nests of golden eagle, white-tailed kite, and other raptors and special status birds:</p> <ul style="list-style-type: none"> ▲ To the extent feasible, vegetation (including tree) removal, grading, and other ground disturbing activities will be carried out during the nonbreeding season (September 1 through February 14) for migratory birds. ▲ If construction activity is scheduled to occur during the nesting season (February 15 to August 31), the project applicant shall utilize a qualified biologist to conduct preconstruction surveys for all potential special-status bird species (golden eagle, white-tailed kite, burrowing owl, and tricolored blackbird) and suitable habitat onsite and within 500 feet of the project site to identify active nests that could be affected by project construction. The surveys shall be conducted before the approval of grading and/or improvement plans (as applicable) and no less than 14 days and no more than 30 days before the beginning of construction in a particular area. If no nests are found, no further mitigation is required. ▲ If active nests are found, impacts on nesting birds, including golden eagle, white-tailed kite, burrowing owl, and other raptors, as well as tricolored blackbirds shall be avoided by establishment of appropriate buffers around the nests. No project activity shall commence within the buffer area until a qualified biologist confirms that any young have fledged or the nest is no longer active. A 500-foot buffer around raptor nests, burrows, and/or colonies are generally adequate to protect them from disturbance, but the size of the buffer may be adjusted by a qualified biologist in consultation with CDFW depending on site-specific conditions. Monitoring of the nest by a qualified biologist during and after construction activities will be required if the activity has potential to adversely affect the nest. 	<p>El Dorado County (and CDFW if necessary)</p> <p>Prior to approval of grading and/or improvement plans for and no less than 14 days and no more than 30 days prior to ground disturbing activities scheduled to occur during the nesting season (February 15 to August 31)</p>
<p>Mitigation Measure 4.4-1d: Avoid or minimize loss of protected bat species.</p>	<p>Prior to construction, suitable roosting habitat (assumed to be trees on the project site) for roosting bats on the project site will be surveyed by a qualified biologist. Surveys will consist of</p>	<p>El Dorado County (and CDFW if necessary)</p> <p>Prior to construction</p>

a daytime pedestrian survey looking for evidence of bat use (e.g., guano) and may also include an evening emergence survey to note the presence or absence of bats, if warranted. The type of survey will depend on the condition of the potential roosting trees. If no bat roosts are found, then no further study is required. If evidence of bat use is observed, the number and species of bats using the roost will be determined. Bat detectors may be used to supplement survey efforts, but are not required.

If roosts of pallid or silver-haired bats are determined to be present and must be removed, the bats will be excluded from the roosting site before the tree is removed. A program addressing compensation, exclusion methods, and roost removal procedures will be developed in consultation with CDFW before implementation. Exclusion methods may include use of one-way doors at roost entrances (bats may leave but not reenter), or sealing roost entrances when the site can be confirmed to contain no bats. Exclusion efforts may be restricted during periods of sensitive activity (e.g., during hibernation or while females in maternity colonies are nursing young). The loss of each roost (if any) will be replaced in consultation with CDFW and may require construction and installation of bat boxes suitable to the bat species and colony size excluded from the original roosting site. If determined necessary during consultation with CDFW, replacement roosts will be implemented before bats are excluded from the original roost sites. Once the replacement roosts are constructed and it is confirmed that bats are not present in the original roost site, the roost trees may be removed.

Mitigation Measure 4.4-1e: Implement a Worker Environmental Awareness Program (biological resources element).

Prior to any ground disturbing activities that would affect riparian or aquatic habitats, a qualified biologist shall conduct an education program for all persons employed or otherwise working on the project. The program shall consist of a presentation from the biologist that includes a discussion of the biology of the habitats and species potentially affected by project development. The biologist shall also include as part of the education program information about the distribution and

El Dorado County

Prior to ground disturbing construction activities that would affect riparian or aquatic habitats

	<p>habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations, and project-specific protective measures identified by regulatory authorizations. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work onsite. The permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains relevant biological data for workers to carry onsite. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures.</p>		
<p>Mitigation Measure 4.4-2a: Avoid effects to sensitive natural communities by fencing resources.</p>	<p>Before construction activities commence, all sensitive areas will be flagged or fenced with brightly visible construction flagging and/or fencing under the direction of the qualified biologist to ensure that grading, excavation, or other ground-disturbing activities will not occur within these areas. This delineation shall be consistent with and incorporate the USACE-approved preliminary jurisdictional determination or verified jurisdictional determination. Foot traffic by construction personnel will also be limited in these areas to prevent the introduction of invasive or weedy species. Periodic inspections during construction will be conducted by the monitoring biologist to ensure the integrity of exclusion fencing/flagging is maintained throughout the period of construction involving ground disturbance.</p>	<p>El Dorado County</p>	<p>Prior to ground disturbing construction activities</p>
<p>Mitigation Measure 4.4-2b: Obtain all required regulatory authorizations if project development would result in the fill of Waters of the United States.</p>	<p>Prior to any grading or construction activities within waters of the United States., the appropriate Section 404 permit will be obtained for any project-related impacts. Any waters of the United States that would be affected by project development shall be replaced or restored on a "no-net-loss" basis in accordance with USACE mitigation guidelines (or the applicable USACE guidelines in place at the time of construction). In association with the Section 404 permit (if applicable) and prior to the issuance of any grading permit, Section 401 Water Quality Certification from the Regional Water Quality Control Board shall be obtained.</p>	<p>El Dorado County and RWQCB (and USACE if necessary)</p>	<p>Prior to construction activities within waters of the United States</p>

22-1153 C Page 59 of 76

<p>Mitigation Measure 4.4-2c: Obtain all required regulatory authorizations if project development would result in impacts to aquatic or riparian habitats within CDFW jurisdiction.</p>	<p>If it is determined that project development would affect the bed, bank, channel, or associated riparian habitat subject to CDFW jurisdiction under Fish and Game Code Section 1602, a Streambed Alteration Notification shall be submitted to CDFW, pursuant to Section 1600 et seq. of the California Fish and Game Code. If proposed activities are determined to be subject to CDFW jurisdiction, the project proponent shall abide by the conditions of any executed agreement prior to the issuance of a grading permit by El Dorado County.</p>	<p>El Dorado County and CDFW</p>	<p>Prior to issuance of a grading permit</p>
<p>Mitigation Measure 4.4-3a: Implement additional actions to further reduce impacts to wetland features due to alternate minimum setback during construction.</p>	<p>The following actions shall be implemented during grading and other ground-disturbing construction activities within 100 feet of the onsite wetland features:</p> <ul style="list-style-type: none"> ▲ A qualified biologist shall be onsite during all initial vegetation clearing and grading activities. ▲ High-visibility orange fencing shall be installed 10 feet from the edge of aquatic features and riparian habitat or at the edge of the grading/construction footprint, whichever is greater. The fencing shall be installed at the edge of the construction footprint around all aquatic features, as directed by the monitoring biologist. The fencing shall be installed prior to ground-disturbing activities and shall remain throughout the duration of construction activities. The fencing shall be checked daily by the superintendent or foreman to ensure that the fencing remains intact. ▲ Excavation and ground disturbance within 100 feet of any aquatic feature (excluding removal of trees) shall be limited to dry periods (generally between April 15 and October 15). ▲ Within identified wetland features, the top 4 inches of topsoil within the temporary disturbance area shall be stripped and stockpiled onsite. Once construction of the lots is complete, the topsoil shall be returned to the permanent buffer areas to maintain an existing seed bank and promote rapid re-establishment of vegetative cover. ▲ If rain is forecasted to occur, all bare soil shall be covered with plastic sheeting, or equivalent, 24 hours prior to an anticipated precipitation event. 	<p>El Dorado County</p>	<p>Measures will be shown on grading and improvement plans and will be implemented during construction.</p>
<p>Mitigation Measure 4.4-3b:</p>	<p>▲ The applicant shall hire a qualified biologist to prepare a revegetation plan</p>	<p>El Dorado County</p>	<p>Revegetation and</p>

<p>Provide permanent design features and monitoring to further reduce impacts to wetland features due to alternate minimum setback during operation.</p>	<p>and submit to the County's Community Development Department prior to the start of construction. The plan shall include information on planting, maintenance, monitoring, and adaptive management strategies. For all disturbed areas within 40 feet of aquatic features and riparian habitat, the revegetation plan shall specify revegetation with native plant material, including native shrubs and trees to improve bank stability and habitat values.</p> <ul style="list-style-type: none"> ▲ To ensure establishment of native habitat, a monitoring plan prepared by a qualified biologist shall be submitted to the County's Community Development Department that includes monitoring of the habitat within the open space buffers for a minimum of five years after the final certificate of occupancy is issued. The plan shall include adaptive management responses to implement if habitat quality is declining. ▲ The Covenants, Conditions, and Restrictions (CC&R) for the development shall discourage residents from using species considered invasive by the California Invasive Plant Council (CAL-IPC) in landscaping throughout the development. This restriction should be enforced by the Home-owners Association for the development. ▲ Informational signs informing residents about impacts that domestic animals can have on wildlife shall be installed in parks and trail corridors. 	<p>monitoring plans will be submitted to El Dorado County prior to initiating construction activities. CC&Rs will be submitted prior to issuance of certificates of occupancy. Signage will be installed in parks and trails prior to opening the park or trail.</p>	
<p>Cultural Resources</p>			
<p>Mitigation Measure 4.5-1a: Avoid impacts to P-9-822.</p>	<p>Construction activities occurring within the boundaries of P-9-822 shall not include any scarification or excavation activities. Any construction proposed within the boundaries of P-9-822 shall only include covering the site with layer(s) of chemically compatible soil prior to construction of any physical structures or other improvements. A qualified archaeologist shall be onsite continuously to monitor all ground disturbing activities within 100 feet of P-9-822 and all soil capping activities. The qualified archaeologist shall have the authority to stop work if necessary to protect the integrity of the site.</p>	<p>El Dorado County</p>	<p>During construction within 100 feet of P-9-822</p>
<p>Mitigation Measure 4.5-1b: Develop and implement a Worker Environmental Awareness Program (heritage)</p>	<p>The project applicant shall submit to the El Dorado County Planning Department a Worker Environmental Awareness Program, prepared by a qualified archaeologist that will be provided to all construction personnel and supervisors who will</p>	<p>El Dorado County</p>	<p>Prior to ground disturbing construction activities</p>

22-1153 C Page 61 of 76

<p>and cultural resources element).</p>	<p>have the potential to encounter and alter heritage and cultural resources. The topics to be addressed in the Worker Environmental Awareness Program will include, at a minimum:</p> <ul style="list-style-type: none"> ▲ types of heritage and cultural resources expected in the project area; ▲ types of evidence that indicates heritage or cultural resources might be present (e.g., ceramic shards, trash scatters, lithic scatters); ▲ what to do if a worker encounters a possible resource; ▲ what to do if a worker encounters bones or possible bones; and ▲ penalties for removing or intentionally disturbing heritage and cultural resources, such as those identified in the Archeological Resources Protection Act. 		
<p>Mitigation Measure 4.5-1c: Stop work and implement recommendations in the event of an archaeological discovery.</p>	<p>In the event that evidence of any prehistoric or historic-era subsurface archaeological features or deposits are discovered during construction-related earth-moving activities (e.g., ceramic shard, trash scatters, lithic scatters), all ground-disturbing activity in the area of the discovery shall be halted until a qualified archaeologist can access the significance of the find. If an archeological site, the appropriate Native American group shall be notified. If the archaeologist determines that the find does not meet the CRHR standards of significance for cultural resources, construction may proceed. If the archaeologist determines that further information is needed to evaluate significance, and a data recovery plan shall be prepared. If the find is determined to be significant by the qualified archaeologist (i.e., because the find is determined to constitute either an historical resource or a unique archaeological resource), the archaeologist shall work with the project applicant to avoid disturbance to the resources, and if completed avoidance is not possible, follow accepted professional standards in recording any find including submittal of the standard DPR Primary Record forms (Form DPR 523) and</p>	<p>El Dorado County</p>	<p>During construction</p>

	location information to the appropriate California Historical Resources Information System office for the project area (the NCIC).		
Mitigation Measure 4.5-2: Stop work and implement recommendations if human remains are discovered.	If human remains are discovered during any demolition/construction activities, potentially damaging ground-disturbing activities in the area of the remains shall be halted immediately, and the project applicant shall notify the El Dorado County coroner and the NAHC immediately, according to Section 5097.98 of the PRC and Section 7050.5 of California's Health and Safety Code. If the remains are determined by the NAHC to be Native American, the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The project applicant shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. Following the coroner's and NAHC's findings, the archaeologist, and the NAHC-designated Most Likely Descendant shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in PRC Section 5097.94.	El Dorado County (and NAHC if necessary)	During construction
Transportation and Circulation			
Mitigation Measure 4.7-1a: Payment of the Tim Fee project's TIM Fees is considered the project's fair share of the Highway 50/Silva Valley Parkway interchange (Phase 1).	The applicant shall pay fair share TIM fees to El Dorado County for the <u>Highway 50/Silva Valley Parkway interchange (Phase 1)</u> to address the project's contribution to traffic at the El Dorado Hills Boulevard at Saratoga Way/Park Drive Intersection. Fee amount shall be determined by the County. All fees shall be paid at the time of issuance of building permits. <u>Note that since the release of the Draft EIR, the interchange (Phase 1) has been completed.</u> The technical analysis showed that the opening of the Silva Valley <u>Parkway interchange would restore Level of</u>	El Dorado County	Fees paid at the time of issuance of building permits

22-1153 C Page 63 of 76

	<p><u>Service to acceptable levels at this</u> intersection. Since the interchange is open, there is no concurrency issue. Therefore, the physical traffic-related impact of the project on the El Dorado Hills Boulevard at Saratoga Way/Park Drive Intersection is already mitigated. would be less than significant. The TIM Fair share fee contribution is required for reimbursement.</p>		
<p>Mitigation Measure 4.7-1b: Complete a Signal Timing Plan.</p>	<p>The project applicant shall prepare and implement a signal timing plan for the intersections along El Dorado Hills Boulevard/Latrobe Road corridor from Saratoga Way/Park Drive through Town Center Boulevard to provide acceptable LOS in the a.m. and p.m. peak hours. The plan for signal optimization shall be prepared by a California-licensed civil engineer or traffic engineer obtained by the project applicant, and shall be submitted to the County Transportation Division and Caltrans, as appropriate. Prior to issuance of occupancy certificates <u>building permits</u>, the applicant shall ensure the signal timing improvements are completed in coordination with the County Transportation Division and Caltrans.</p>	<p>El Dorado County</p>	<p>Signal timing improvements complete prior to issuance of building permits</p>
<p>Mitigation Measure 4.7-2: Road and intersection improvements.</p>	<p>Prior to issuance of occupancy permits <u>In accordance with conditions of approval for timing of improvements</u>, the applicant shall coordinate with the County to improve the El Dorado Hills at Saratoga Way/Park Drive intersection by adding a southbound right-turn lane and re-allocating the traffic signal green time, and improve the Latrobe at Town Center Drive intersection by restriping of the westbound Town Center Boulevard approach to include one shared through/left-turn lane and two right-turn lanes, adding a right-turn overlap signal phase for the westbound right-turn, and adding a component of Phase 2B improvements at the adjacent Highway 50 interchange with El Dorado Hills Boulevard/Latrobe Road. As determined by the County's Community Development Agency (CDA), the project applicant shall pay TIM fees to satisfy the</p>	<p>El Dorado County</p>	<p>In accordance with conditions of approval for timing of improvements</p>

<p>project's fair share obligation towards these improvements, if they are included in the 10-Year CIP. Alternatively, as determined by the CDA, the project applicant may construct the improvements if they are needed, but not included in future updates to the 10-Year CIP, and <u>The project applicant</u> may be eligible for either reimbursement or fee credit for costs that exceed the project's proportional share.</p>			
<p>Mitigation Measure 4.7-4: Prepare and implement a construction traffic management plan.</p>	<p>The applicant (or designated construction manager) shall prepare a construction Traffic Management Plan (TMP) in consultation with the El Dorado County Transportation Division, as well as all other applicable transportation entities, including Caltrans for state roadway facilities and City of Folsom for city roadway facilities. The TMP will ensure that construction traffic does not result in exceedance of peak-hour LOS at existing affected transportation facilities beyond baseline conditions. The County will ensure implementation of the construction TMP during all applicable construction phases. The TMP would address the following, as needed:</p> <ul style="list-style-type: none"> ▲ scheduling for oversized material deliveries to the work site and haul routes, including flagging, scheduling off-peak deliveries (recognizing applicable noise standards may limit early morning/evening deliveries); ▲ coordination of construction traffic with other concurrent, major construction projects in the same local transportation network; ▲ other actions to be identified and developed as may be needed by the construction manager/resident engineer to ensure that temporary impacts on transportation facilities are minimized. Such actions could include offering a ride-sharing program for construction workers, offering some flexibility for start- and end-work times, and even restricting peak hour construction trips, if necessary. <p>The TMP would include an up-to-date evaluation of current operational characteristics of the roadways to verify that the plan is successful, or to identify whether additional measures should be added (as described above).</p>	<p>El Dorado County</p>	<p>Prior to initiating construction</p>
<p>Air Quality</p>			

Mitigation Measure 4.8-1a: Use architectural coatings with low-VOC content.	During construction, architectural coatings with an average VOC content of 150 grams per liter or less shall be used.	El Dorado County	During construction
Mitigation Measure 4.8-1b: Apply Rule 403 from SCAQMD, as adopted by EDCAQMD.	During construction, implement SCAQMD's Best Available Fugitive Dust Control Measures and Best Available Fugitive Dust Control Measures for High Wind Conditions as adopted by EDCAQMD.	El Dorado County	During construction
Mitigation Measure 4.8-4a (NOA during construction): Comply with Applicable Recommendations in the Geotechnical Engineering Study.	<p>A professional geologist shall be retained by the project applicant. As determined necessary by the geologist, grading activities shall be observed to identify materials likely to contain NOA. Collection of soil/rock samples for analyses for NOA shall be conducted where recommended by the onsite geologist.</p> <p>An asbestos dust mitigation plan shall be prepared by the applicant and submitted to EDCAQMD that includes:</p> <ul style="list-style-type: none"> ▲ Provisions for testing of all soils to be exported from the project site during construction. At least one sample per 1,000 tons of material shall be required. ▲ Prohibition of rock crushing where materials may contain asbestos. ▲ Track-out control measures. ▲ Prohibition of fugitive dust that extends beyond the project site. ▲ Specifications for the depth to which NOA-containing materials will be used as fill. NOA shall be used only in deep fills to avoid contact during future excavations (i.e., for pools or maintenance of utilities). ▲ A contingency under which the Buckeye Union School District (which includes William Brooks Elementary School) and the Folsom Cordova Unified School District (which includes Russell Ranch Elementary School) shall be notified if there is a release, or suspected release, of asbestos in fugitive dust that extends beyond the project site. <p>Coordinate with EDCAQMD to determine if air monitoring for NOA is necessary during construction. Following construction, finished lot testing for NOA shall be completed, as recommended by EDCAQMD.</p>	El Dorado County and EDCAQMD	Prior to initiating ground disturbing construction activities
Mitigation Measure 4.8-4b	To reduce diesel PM emissions during construction, limit	El Dorado County	During construction

(diesel PM during construction): Use Tier 3 construction equipment.	construction equipment to those that comply with Tier 3 emission control standards.		
Mitigation Measure 4.8-4c (diesel PM during operation): Implement measures to reduce health risks from Highway 50.	<ul style="list-style-type: none"> ▲ Houses located within 500 feet of Highway 50 shall include air filtration systems that have a minimum efficiency reporting value of 13 and mechanical airflow and ventilation systems that are equipped to handle necessary air flow needs, as determined by a specialist certified by the American Society of Heating, Refrigeration, and Air-Conditioning Engineers. (Note: the minimum efficiency reporting value rates the effectiveness of air filters. A rating of 13 indicates that particles between 0.3 and 1 micrometers are removed 75 percent of the time.) ▲ To filter outdoor air and minimize TAC concentrations, the project applicant shall fund the planting of trees in the open space along the southern boundary of the project site. The plantings shall be located on the northern side of Saratoga Way, adjacent to the soundwalls shown on Exhibit 3-3 in Chapter 3, "Project Description." Trees shall consist of evergreen species, so that the potential for particle deposition and filtration is relatively consistent year-round. Two contiguous rows of trees will be planted, with individual plantings not more than 15 feet apart. The plantings in one row shall be staggered relative to the plantings in the other row. All trees shall be planted prior to occupancy of homes within 500 feet of Highway 50. The specific tree species selected for the site shall be suited to the site conditions and constraints. All trees shall be planted in accordance with the planting standards established by the Western Chapter of the International Society of Arboriculture's <i>Guideline Specifications for Selecting, Planting, and Early Care of Young Trees</i> (Kempf and Gilman 2011), including standards for root ball management, root pruning, staking, mulching, and irrigation. The trees will be maintained in perpetuity by the EDHCSD, a landscape and lighting district, or by the HOA. As part of the ongoing maintenance, trees lost to disease, age, or other cause shall be replaced with the same tree species to maintain the screening. 	El Dorado County	Prior to issuance of certificates of occupancy
Climate Change			
Mitigation Measure 4.9-2: Reduce operational GHG emissions	Prior to issuance of certificates of occupancy, the project applicant shall incorporate mitigation measures into the project to reduce operational GHG emissions to levels that do not	El Dorado County	Prior to issuance of certificates of occupancy

exceed the identified performance standard, that is, the GHG efficiency target. The following measures are recommended given the state of the science today. However, in consideration of new and advanced technologies that may be introduced, other feasible, enforceable measures that result in emissions reductions additional to regulatory requirements and that would also achieve the performance standard may be substituted, with prior approval by El Dorado County.

Transportation

All single family homes shall include adequate electric wiring and infrastructure to support a 240-Volt electric vehicle charger in the garage or off-street parking area to allow for the future installation of electric vehicle chargers. This connection should be separate from the connection provided to power an electric clothes dryer.

Energy

- ▲ All houses shall be designed to exceed the 2013 Title 24 standards by a minimum of 25 percent. Title 24 regulates energy uses including space heating and cooling, hot water heating, and ventilation. Therefore, potential options to meet the 25 percent improvement goal could include, but not be limited to, high-efficiency HVAC systems, efficient hot water heaters (e.g., tankless or solar), and insulation requirements that exceed Title 24 standards.
- ▲ Energy Star appliances (including clothes washers, dish washers, fans, and refrigerators) shall be installed in all residential units.
- ▲ The project shall achieve reductions in onsite electricity and natural gas use through a combination of on-site renewable energy (e.g., solar photovoltaic panels) and elimination of fireplaces in specified number of units. The pathway to achieving this reduction would be flexible, as long as the specified reductions in GHGs are achieved.
- For example, the project could include solar photovoltaic panels, or an equivalent mode of on-site renewable energy generation, with all houses to offset 30 percent of net annual electricity demand by single family residences. Based on the projected electricity consumption for the project (2.3 million kWh annually), this would amount to a total system size of 500 kilowatts. The total area required for the photovoltaic panels is expected to be approximately 40,000 square feet and the total number

of solar panels required would range from approximately 2,000-2,500 depending upon the panel wattage. The project would have the flexibility to meet this requirement by installing an average number of panels on all homes (example, 6-8 panels on each home) or larger systems on a portion of the homes, as long as the 30 percent net annual electricity demand is met through onsite renewable energy. (Note that the values provided here are preliminary estimates. The actual system size and design would be determined at the project's design stage.)

- Alternatively, the project could include various combinations of solar photovoltaic panels and elimination of fireplaces in the units as follows:

Number of solar panels per unit	Number of units with fireplaces
6-8	317
4-6	269
3-4	254
2-3	238
1-2	222
0	159

Note:
The data presented in the section assumes one natural gas fireplace per single family unit in the unmitigated condition.

- Building design, landscape plans (tree placement), and solar panel installation shall take into account solar orientation to maximize solar exposure.

Area Sources

- ▲ Electrical outlets shall be provided on the exterior of project buildings to allow sufficient powering of electric landscaping equipment.

Water Conservation

- ▲ The project shall include the following measures related to water conservation:
 - Install low-flow kitchen faucets that comply with CALGreen residential voluntary measures (maximum flow rate not to exceed 1.5 gallons per minute at 60 psi).
 - Install low-flow bathroom faucets that exceed the CALGreen residential

- mandatory requirements (maximum flow rate not to exceed 1.5 gallons per minute at 60 psi)
- Install low-flow toilets that exceed the CALGreen residential mandatory requirements (maximum flush volume less not to exceed 1.28 gallons per flush)
- Install low-flow showerheads that exceed the CALGreen residential mandatory requirements (maximum flow rate not to exceed 2 gallons per minute at 80 psi)
- Install a "Smart" irrigation control system that uses weather, climate, and/or soil moisture data to automatically adjust watering schedules in response to environmental and climate changes, such as changes in temperature or precipitation levels. Appropriate systems that could be installed to comply with this measure include Calsense, ET Water, and EPA-certified WaterSense Irrigation Partners.

Waste Diversion/Recycling

- The project shall comply with the following performance measure related to reducing solid waste disposal:
 Achieve a 20 percent reduction in the generation of solid waste, relative to baseline waste disposal rates. This performance standard may be achieved through a combination of actions. Strategies to reduce landfill waste include increasing recycling, reuse, and composting. The project can achieve this reduction by providing a recycling collection service and providing separate recycling and waste containers to future residents. The project may also include provisions to divert all green waste from the park and landscape lots and recycle it as mulch. It should be noted that this list of measures is not intended to be all-inclusive. If it can be demonstrated that other measures or technologies achieve an equivalent reduction, these may be implemented with County authorization.

Noise

Mitigation Measure 4.10-1: Implement construction-noise reduction measures.

To minimize noise levels during construction activities, construction contractors shall comply with the following measures during construction:
 ➤ All construction equipment and equipment staging areas shall be located as far as possible from nearby noise-sensitive land uses, and/or located such that existing topography blocks line-of-site from these land uses to the

El Dorado County

Measures will be shown on grading and improvement plans and will be implemented during construction.

- staging areas.
- ▲ All construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation.
 - ▲ Where feasible and consistent with building codes and other applicable laws and regulations, individual operations and techniques shall be replaced with quieter procedures (e.g., using welding instead of riveting, mixing concrete offsite instead of onsite).
 - ▲ All construction equipment with back-up alarms shall be equipped with either audible self-adjusting backup alarms or alarms that only sound when an object is detected. The self-adjusting backup alarms shall automatically adjust to 5 dBA over the surrounding background levels. All non-self-adjusting backup alarms shall be set to the lowest setting required to be audible above the surrounding noise levels. In addition to the use of backup alarms, the construction contractor shall consider other techniques such as observers and the scheduling of construction activities such that alarm noise is minimized.
 - ▲ When future noise sensitive uses are within close proximity to prolonged construction noise, noise attenuating buffers such as structures, truck trailers, temporary noise curtains or sound walls, or soil piles shall be located between noise sources and the receptor to shield sensitive receptors from construction noise.
 - ▲ The applicant or construction contractors shall post visible signs along the perimeter of the construction site that disclose construction times and duration. A contact number for an El Dorado County enforcement officer shall be included where noise complaints can be filed and recorded. The applicant will be informed of any noise complaints and will be responsible for investigating complaints and implementing feasible and appropriate measures to reduce noise at receiving land uses. These may include:
 - Noise-reducing enclosures and techniques shall be used around stationary noise-generating equipment (e.g., concrete mixers, generators, compressors).
 - For construction activity that occurs within 855 feet of existing sensitive land uses, install temporary noise curtains that meet the following parameters:
 - ➔ temporary noise curtains shall be installed as close as

	<p>possible to the boundary of the construction site within the direct line of sight path of the nearby sensitive receptor(s).</p> <ul style="list-style-type: none"> ➔ temporary noise curtains shall consist of durable, flexible composite material featuring a noise barrier layer bounded to sound-absorptive material on one side. The noise barrier layer shall consist of rugged, impervious, material with a surface weight of at least 1 pound per square foot. 		
Mitigation Measure 4.10-2: Reduce blasting-related vibration.	For any proposed blasting that would occur within 230 feet from any existing occupied structure, alternatives to traditional blasting (silent demolition), such as non-explosive chemical agents, expansive grout, or any other non-explosive technology, shall be used to eliminate vibration and noise from blasting.	El Dorado County	Prior to blasting
Mitigation Measure 4.10-4: Implement building design measures to reduce interior noise levels at proposed residences.	<p>To reduce interior noise levels at all elevated south, east, and west-facing properties located adjacent to Saratoga Way, the following design standard shall be met. Refer to Figure 2 of Appendix D [of the Draft EIR] for properties requiring these design measures.</p> <ul style="list-style-type: none"> ▲ An exterior-to-interior noise reduction of at least 30 dB shall be achieved. This level of noise reduction can be achieved with incorporation of the following measures: <ul style="list-style-type: none"> ➤ All windows and doors shall meet a minimum sound transmission class rating of 33; ➤ Air conditioning shall be provided to allow occupants to close doors and windows; and <p>Additional insulation designed specifically for noise reduction shall be used in walls facing Saratoga Way and Highway 50.</p>	El Dorado County	Prior to approval of building plans
Geology and Soils			
Mitigation Measure 4.11-3 Evaluate soil compaction and implement recommendations during grading.	The applicant shall employ a qualified engineer to observe the stripping of deleterious material and over excavation of any unsuitable materials, and provide consultation and supplemental recommendations, as field conditions dictate, to the grading contractor in the field.	El Dorado County	During construction activities involving stripping of deleterious material and/or over excavation of any unsuitable material

Fill soil compaction shall be evaluated through means of in-place density tests performed during fill placement so that adequacy of soil compaction efforts may be determined. This will likely include the periodic excavation of test pits within the fill materials to observe and document that a uniform over-optimum moisture condition, and absence of large and/or concentrated voids has been achieved before additional fill placement.

If large quantities of expansive soils are encountered at the project site, recommendations shall be made by a qualified engineer based on observations at the time of construction and the proper disposition of clays on site shall be observed and documented by a qualified third party monitor.

EXHIBIT 4
PROPERTY MAP
SARATOGA ESTATES

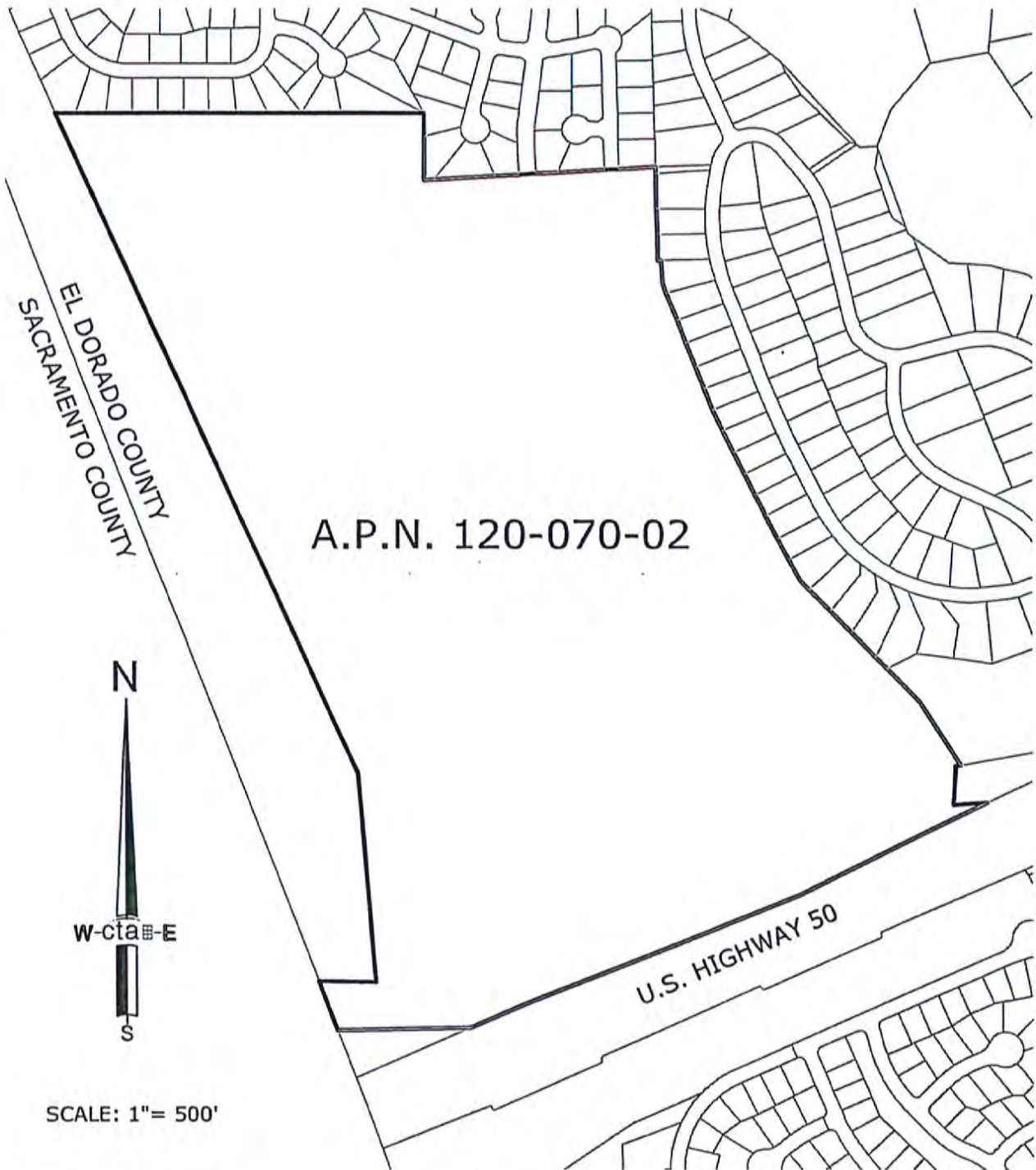


Exhibit 5

Property Legal Description
Saratoga Estates

All that portion of the North One Half of Section 10, and the South One-Half of Section 3, Township 9 North, Range 8 East, M. D. M. lying Easterly of the Westerly boundary of the County of El Dorado and Northwesterly of the Northwesterly line of California State Freeway No. 50, described as follows: BEGINNING as a Granite Stone with a cross chiseled in its top, which stone is accepted as the center of said Section 10; thence, North 00° 26' 16" West, 174.10 feet; thence, South 88° 58' 16" East, 315.00 feet; thence South 86° 01' 16" East, 13.80 feet; thence, North 04° 48' 16" West, 716.65 feet; thence North 24° 46' 16" West, 135.00 feet; thence North 24° 32' 16" West, 534.80 feet to a similar Granite Stone; thence, North 24° 47' 20" West, 305.80 feet; thence North 24° 06' 20" West, 943.60 feet; thence, North 24° 42' 20" West 205.00 feet; thence, North 24° 26' 20" West, 359.96 feet; thence, East 1254.49 feet; thence, North 30° 00' 00" West, 618.50 feet; thence, South 83° 55' 02" East, 1094.56 feet; thence, South 01° 37' 54" West, 931.71 feet; thence, North 89° 22' 13" East, 11.76 feet; thence, South 02° 48' 01" East, 79.51 feet; thence, South 21° 47' 21" East, 480.36 feet; thence, South 26° 37' 21" East, 363.05 feet; thence, South 28° 33' 31" East, 283.59 feet; thence, South 44° 45' 01" East, 580.05 feet; thence, South 32° 59' 05" East, 252.53 feet; thence, South 79° 47' 45" West, 41.69 feet; thence, South 13° 08' 05" West, 100.00 feet; thence, South 87° 30' 20" East, 130.45 feet; to a highway right of way monument; thence, South 63° 44' 24" West, 750.82 feet; thence, South 66° 59' 06" West, 1000.05 feet; thence, South 66° 58' 05" West, 168.38 feet; thence, South 89° 09' 22" West, 656.70 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM, all that portion lying Easterly and Northerly of a line described as follows: BEGINNING at a point in the East line of said Section 10, from which the Northeast corner of said Section, marked by a 1 1/2 inch iron pipe monument tagged "L.S. 2651", in mound of rocks, bears North 0° 48' 20" West, 1929.67 feet distant; thence, describing said line, South 66° 23' 25" West, 158.94 feet; thence following the main line of what is now or was formerly an old stone fence, North 33° 00' West, 557.53 feet; North 44° 45' 50" West, 580.05 feet; thence 28° 34' 20" West, 283.59 feet; North 26° 38' 10" West, 363.05 feet; North 21° 48' 10" West, 480.36 feet, and North 02° 48' 50" West 79.51 feet to a point in the North line of said Section 10; thence along said North line, South 89° 21' 24" West 11.76 feet to a 1 1/4 inch iron pipe monument tagged "L.S. 2651", marking the Southwest corner of the East half of the Southeast quarter of Section 3, Township 9 North, Range 8 East, M. D. B. &M., and the terminal point of the line hereby described. According to Record of Survey filed May 28, 1964, In the Office of the County Recorder of said County, In Book 1 of Record of Surveys, as Page 177.

ALSO EXCEPTING THEREFROM Parcel 1 of Parcel Map filed for record in the Office of the Recorder of El Dorado County, California on December 10, 1987 in Book 38 of Parcel Maps, at Page 33, El Dorado County Records.

SARATOGA ESTATES

SARATOGA WAY PLAN AND PROFILE

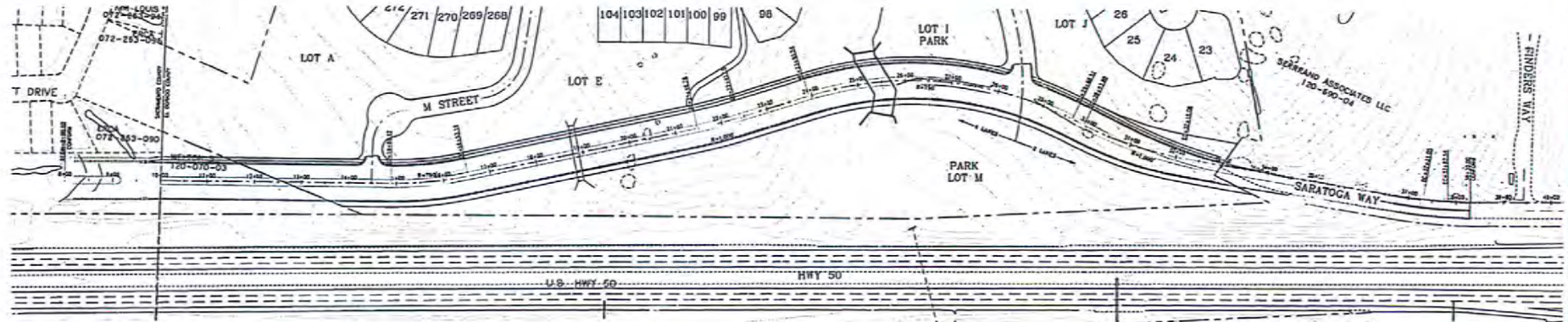
EL DORADO COUNTY, CALIFORNIA

SCALE: 1"=100'

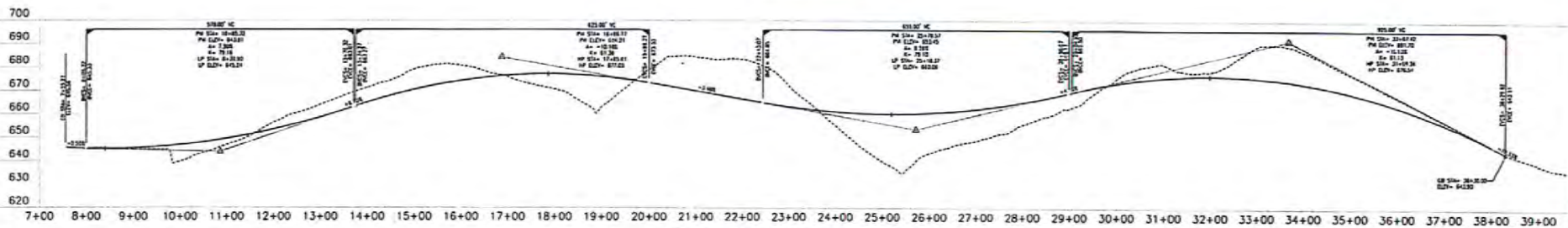
SEPTEMBER, 2016



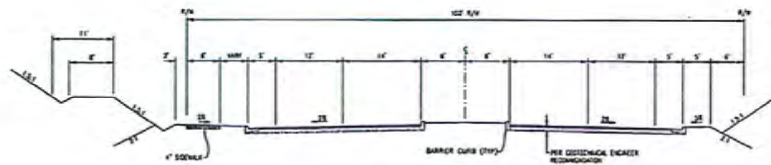
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PLAN VIEW

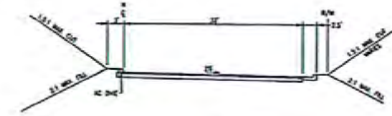


SARATOGA WAY PROFILE



(P) SARATOGA WAY
STA: 10+00 - STA: 33+00*

* ROUNDED TO 1/2" TO 1/4" TO 1/8" TO 1/16" TO 1/32" TO 1/64"



(P) OFFSITE TRANSITION
STA: 33+00 - STA: 38+30

SCALE: 1"=10'

cta Engineering & Surveying
Civil Engineering • Land Surveying • Land Planning
3223 Bunker Circle, Rancho Dominguez, CA 95042
TEL: 925.438.2278 • FAX: 925.438.2279

Exhibit 6