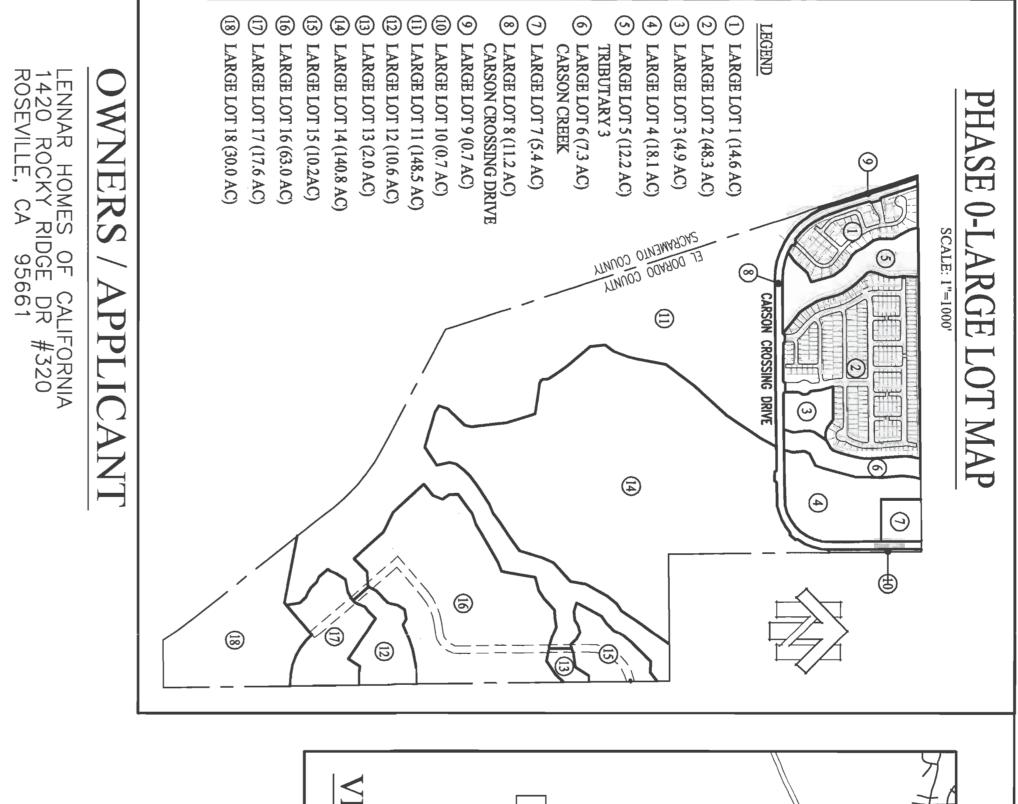


File No. TM04-1391-F5
Carson Creek Unit 1, Phase C
Location Map

Exhibit B

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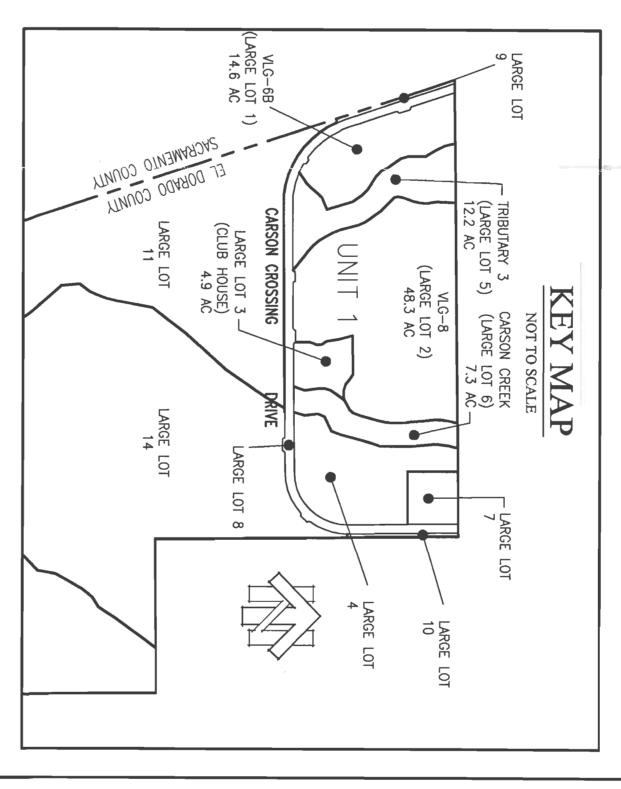
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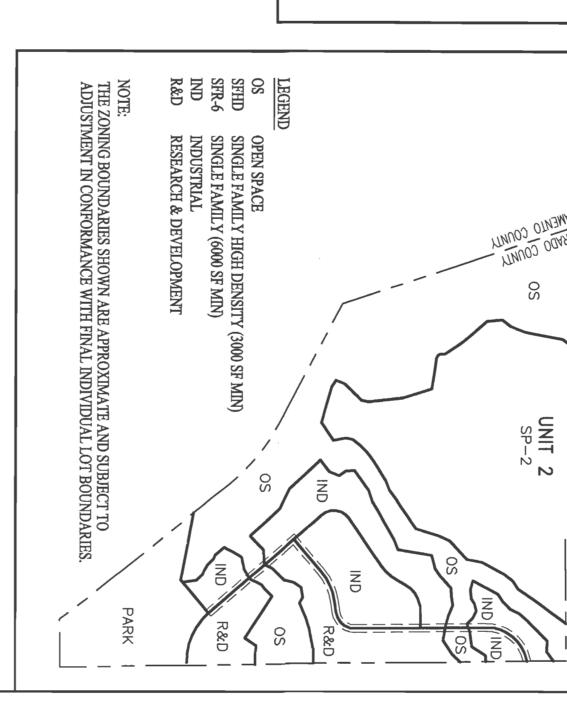
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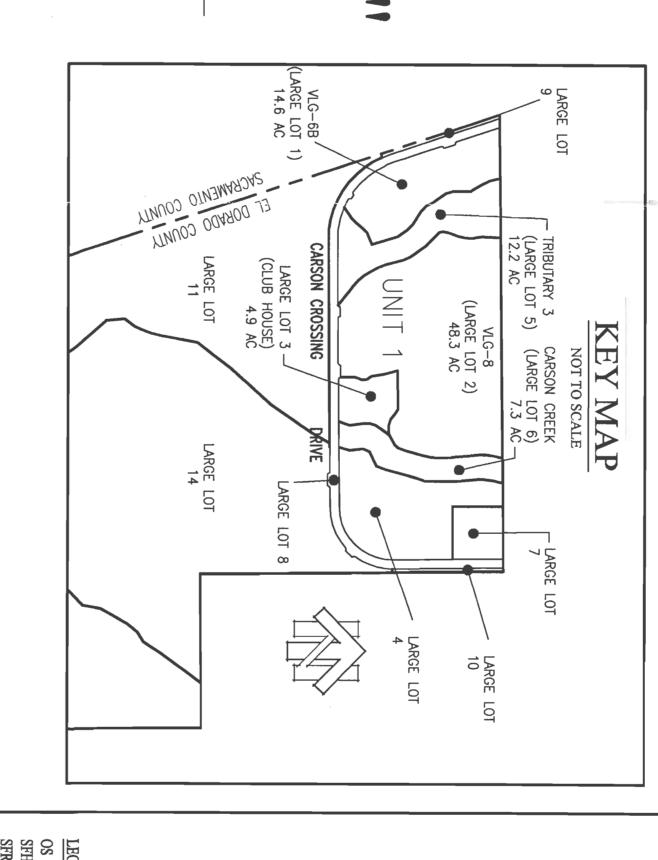


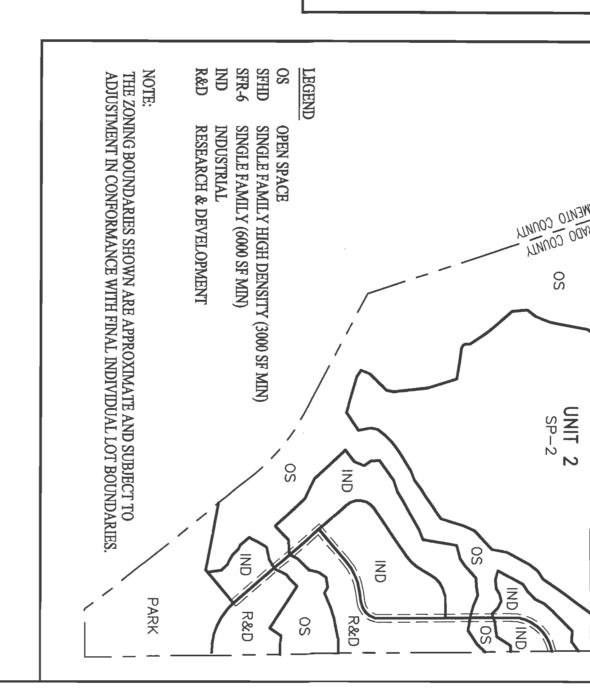
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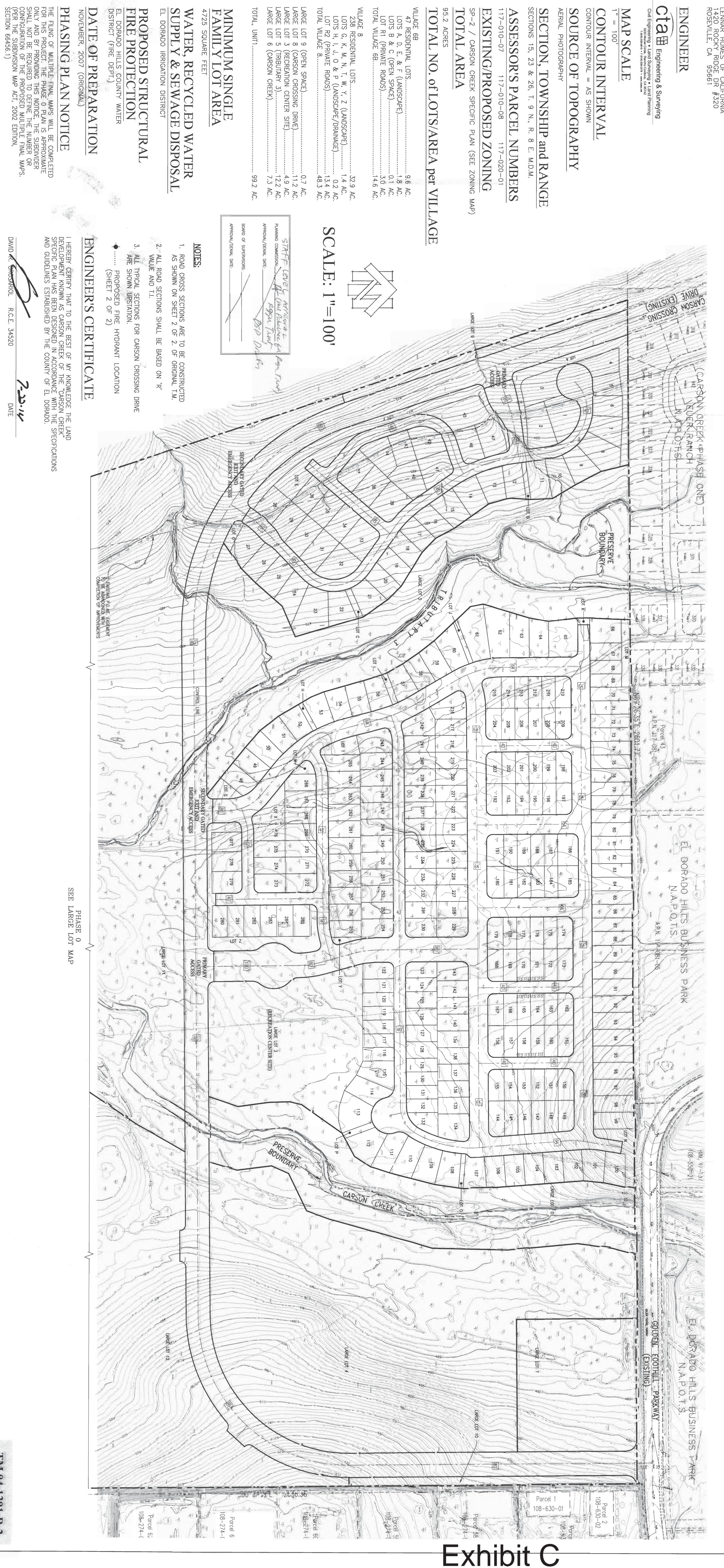
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MAP COMPARISON EXHIBIT

SUBSTANTIAL CONFORMANCE TENTATIVE MAP R1



ORDINANCE NO. 4427, RESOLUTION NO. 224-96

COUNTY OF EL DORADO

JULY, 2014

STATE OF CALIFORNIA

SHEET 2 OF 2

TM 04-1391-R-2

APROVEDBY ELDORADO COUNTRY

m 04-1391-122

16-0182 A 5 앜 67

OWNER'S STATEMENT

THE UNDERSIGNED OWNER OF RECORD TITLE INTEREST HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP AND HEREBY CONVEYS AND OFFERS FOR DEDICATION TO THE COUNTY OF EL DORADO, ON BEHALF OF THE PUBLIC, THE FOLLOWING EASEMENTS FOR THOSE CERTAIN COMPANIES AND PUBLIC ENTITIES, WHICH WILL PROVIDE

A. PUBLIC UTILITY EASEMENTS FOR OVERHEAD AND UNDERGROUND WIRES, CONDUITS, PIPELINES, POLES, GUY WIRES, ANCHORS AND APPURTENANT FIXTURES, WITH THE RIGHT TO TRIM AND REMOVE LIMBS, TREES AND BRUSH THEREFROM, OVER, UNDER AND ACROSS THE FIVE FEET (5') ON BOTH SIDES OF ALL SIDE LOT LINES, EXTENDING FROM THE STREET RIGHT-OF-WAYS SHOWN HEREON ALONG SAID SIDE LOT LINES A DISTANCE OF FIFTY FEET (50'), ACROSS LOTS "W", "X" & "Z", AND THOSE STRIPS OF LAND DELINEATED AS PUBLIC UTILITY EASEMENTS (P.U.E.) HEREON.

B. EASEMENTS FOR DRAINAGE AND APPURTENANT DRAINAGE STRUCTURES AND PIPES WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON AND FIVE FEET (5') ON EACH SIDE OF ALL NATURAL OR CONSTRUCTED DRAINAGE WAYS WHICH EXIST WITHIN THE SUBDIVISION.

ALL OFFERS MADE HEREIN ARE IRREVOCABLE AND SHALL REMAIN OPEN IN PERPETUITY DESPITE A REJECTION OF SUCH OFFER BY THE APPLICABLE PUBLIC ENTITY.

LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION

LARRY GUALCO VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)		
COUNTY OF)		
ONNOTARY PUBLIC,	, BEFORE ME,		, A
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HIS SIGNATURES ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.	
	PRINCIPLE COUNTY OF BUSINESS
	COMMISSION NO:
NAME	COMMISSION EXPIRES:

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, THE SURVEY IS TRUE AND COMPLETE AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA INC. IN JANUARY, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY NOVEMBER, 2016 AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE

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CARSON CREEK UNIT 1-PHASE C

LOTS LL-10 AND LL-11 OF THE FINAL MAP FOR CARSON CREEK UNIT 1-PHASE A, S.D. J-135 LYING WITHIN THE N 1/2 OF SEC. 23, T. 9 N., R. 8 E., M.D.M. County of El Dorado, State of California

> Cta
>
> ■ Engineering & Surveying JANUARY, 2016 PAGE 1 OF 2 SCALE: NA

I, C.L. RAFFETY, HEREBY STATE THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES

OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE,

PROVIDED THAT THE FINAL MAP IS ACCEPTED FOR RECORD AND FILED PRIOR TO THE NEXT SUCCEEDING LIEN

COUNTY TAX COLLECTOR'S STATEMENT

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

I, ROGER TROUT, HEREBY STATE THAT THIS FINAL MAP CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP OF THIS SUBDIVISION APPROVED ON FEBRUARY 14, 2008 BY THE PLANNING COMMISSION AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL CONDITIONS IMPOSED UPON SAID APPROVALS HAVE BEEN SATISFIED.

PRINCIPAL PLANNER

COUNTY OF EL DORADO, CALIFORNIA

DATE:		
	BY:	
ROGER TROUT COMMUNITY DEVELOPMENT AGENCY		

COMMUNITY DEVELOPMENT AGENCY COUNTY ENGINEER'S STATEMENT

I, ANDREW S. GABER, THE UNDERSIGNED, HEREBY STATE THAT ALL THE REQUIRED CONSTRUCTION PLANS AND SPECIFICATIONS WERE APPROVED AND THAT THE SUBDIVIDER HAS EXECUTED THE NECESSARY AGREEMENT AND SUBMITTED THE REQUIRED SECURITY TO SECURE COMPLETION OF THE REQUIRED IMPROVEMENTS FOR THE

ANDREW S.	GABER, F	R.C.E. 45187
COUNTY ENG	SINEER	
COMMUNITY	DEVELO	PMENT AGEN
TRANSPORT	ATION DI	IVISION

COUNTY OF EL DORADO, CALIFORNIA

DEVELOPMENT SERVICES DIRECTOR

COUNTY OF EL DORADO, CALIFORNIA

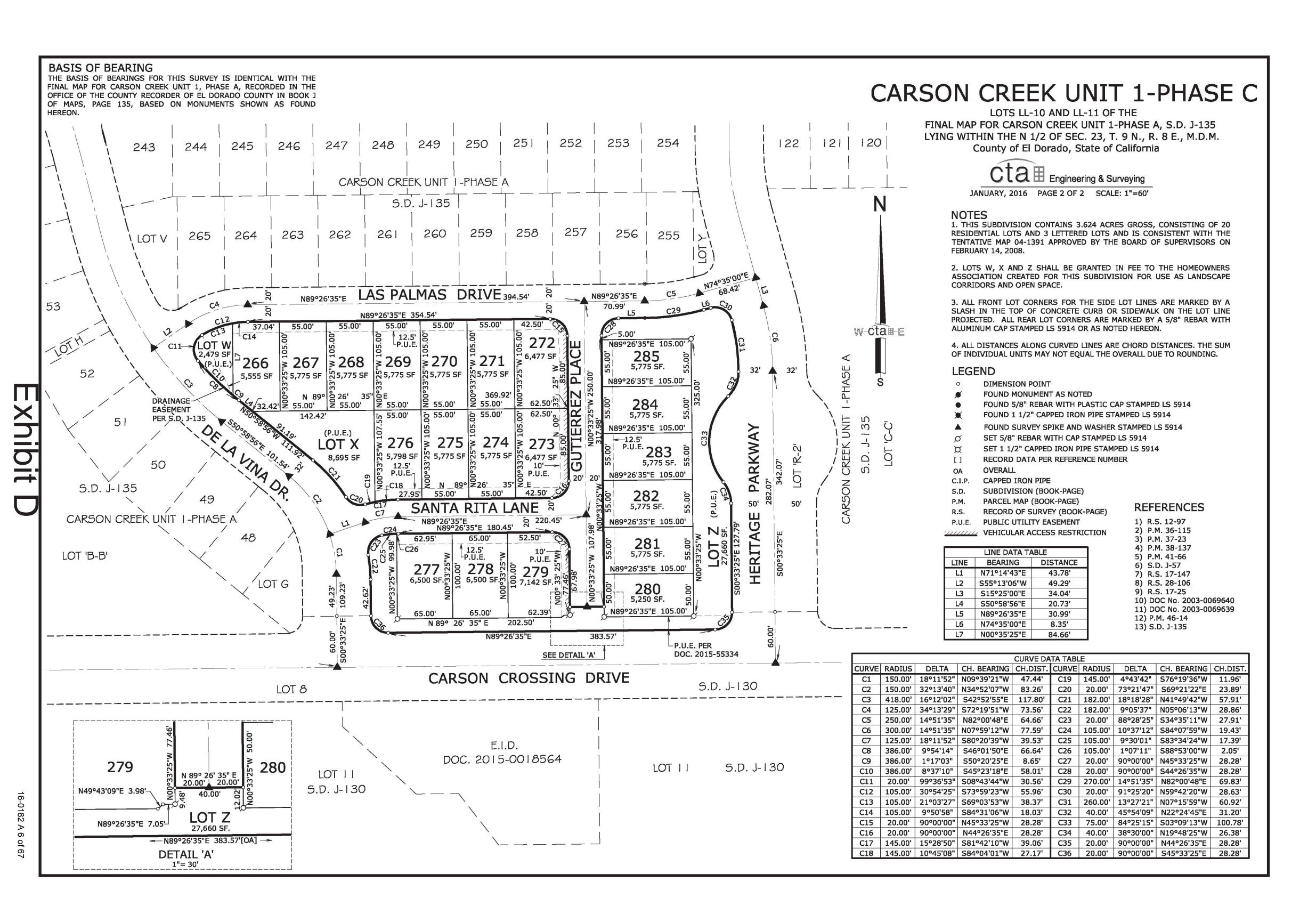
COUNTY SURVEYOR'S STATEMENT

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

DATE:
BY:
RICHARD L. BRINER, L.S. 5084
COUNTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA
PHILIP R. MOSBACHER, P.L.S. 7189
DEPUTY SURVEYOR
COUNTY OF EL DORADO, CALIFORNIA

DATE:				
C.L. RAFFETY TAX COLLECTOR COUNTY OF EL DORADO, CA	LIFORNIA	BY:	DEPUTY	
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JAMES S. MITRISIN CLERK OF THE BOARD OF SI COUNTY OF EL DORADO, CA				
BY:				
COUNTY REC	ORDER'S C	ERTIFIC/	ATE	
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LENNAR HOMES OF CALIFOR	NIA, INC. TITLE TO THE	LAND INCLUDED	IN THIS SUBDIVI	SION IS
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NORTH AMERICAN TITLE CO	MPANY AND IS ON FILE	IN THIS OFFICE.		
WILLIAM E. SCHULTZ COUNTY RECORDER, CLERK COUNTY OF EL DORADO, CA	LIFORNIA			
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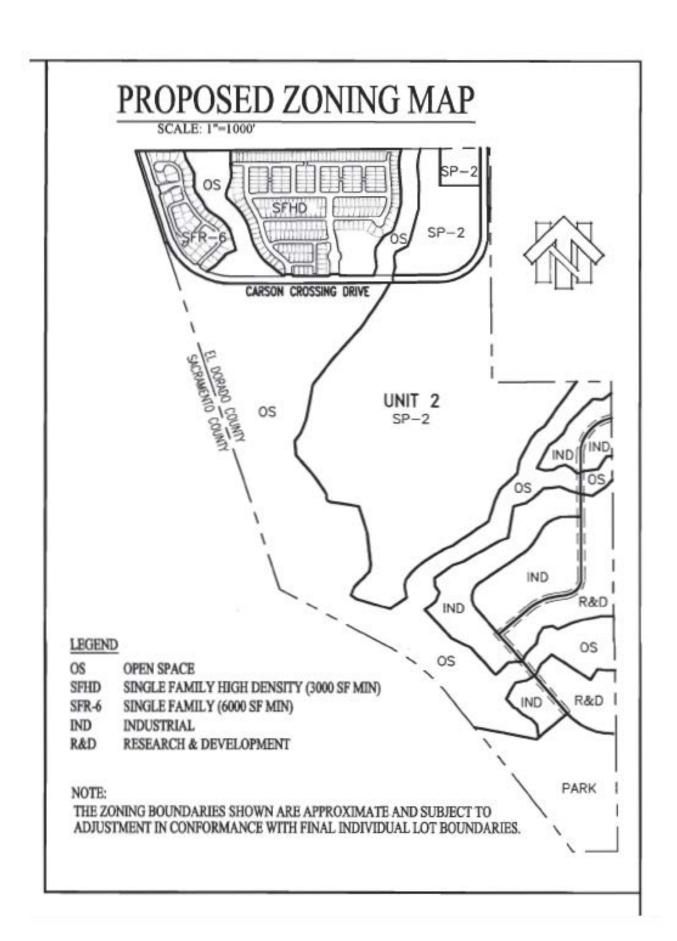
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7. BULB DETAILS & CROSS GUTTER DETAILS 8. "A" STREET ENTRANCE DETAILS 9. "B" & "E" STREET EXIT DETAILS		
10. "Q" STREET ENTRANCE DETAILS		
14. OVERALL UTILITY PLAN & SHEET INDEX — AREA 2		
18. PLAN & PROFILE - "B" STREET (19+00 TO END)		
22. PLAN & PROFILE - "E" STREET (17+00 TO END)		- 006
25. PLAN & PROFILE - "L" STREET (10+00 TO 18+50)		
30. PLAN & PROFILE - "N" STREET		
34. PLAN & PROFILE - "I" STREET & "J" STREET		
37. PLAN & PROFILE - STORM DRAIN 3 & 4 AND SEWER LATERAL "B" 38. PLAN & PROFILE - PEDESTRIAN PATH (10+00 TO 20+00)		
41. PLAN & PROFILE - PEDESTRIAN PATH (40+00 TO 49+00)		
45. GRADING PLAN AREA 1 (F.I.O.) (R.G.P. SHT. 9)		
49. GRADING PLAN AREA 5 (F.I.O.) (R.G.P. SHT. 13)		
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VERIFICATION OF FINAL MAP CONFORMANCE WITH CONDITIONS OF APPROVAL

Tentative Map TM04-1391-F5 – Carson Creek Unit 1, Phase C

TM04-1391 – As approved by the Planning Commission February 14, 2008

TM04-1391-R – As amended and approved by the Planning Director on January 31, 2014

TM04-1391-R2 – As amended and approved by the Planning Director August 6, 2014

1. The Substantial Conformance review of the revised Carson Creek Phase 2, Unit 1 Tentative Map is based upon and limited to compliance with the project description for the revised map, Exhibit A attached in the Planning Director Approval Letter (dated January 31, 2014), and conditions of approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval. The project description is as follows:

The revised Carson Creek Phase 2 Unit 1 Tentative Map consists of:

- Reduced lot count within Village 8 portion of the subdivision from 255 to 238 residential lots;
- Re-classified the large lots as shown on Phase 0 of the Large Lot Map; and
- Reduced original tentative map approval of 302 residential lots to 285 lots

The Substantial Conformance review of the second revised Carson Creek Phase 2, Unit 1 Tentative Map is based upon and limited to compliance with the project description for the revised map, Exhibit A attached in the Planning Director Approval Letter (dated August 11, 2014), and conditions of approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval. The project description is as follows:

- 1) Modified open space Lot M and extended the lot lines of Lot 70 to lot 99 to the north boundary;
- 2) Eliminate Lot L:
- 3) Eliminate Lots U, S, T and Q (Lot T adjacent to Lot 265 remains as shown);
- 4) Modify Lot N;
- 5) Expand Open Space Lot A to include the rears of Lot 4 through 8; and
- 6) Modify Lot 277, 278, 279, and 280 to increase Lot Z for landscaping from the existing 11 feet including sidewalk to 16 feet (+/-)

Note: The total lot count remains unchanged. The approved roadway configuration remains the same.

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

Staff Verification: Consistent. County review of the Carson Creek Unit 1, Phase C plans including improvement plans, grading plans, and final map have been verified for conformance with the above condition of approval.

Planning Services

2. 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.

Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.

3. Prior to issuance of building permit, the applicant shall remit payment of any outstanding fees as detailed and required in the *Agreement for Payment of Processing Fees* authorized for this project.

Staff Verification: Consistent. All Development Services Division fees are paid to date.

4. Prior to approval of Final Map for any portion of the proposed tentative map, the applicant shall provide written statement justifying the project's consistency with the mitigation measures in the adopted Mitigation Monitoring Reporting Program for Carson Creek Specific Plan. The documentation shall be provided to and reviewed by the Development Services-Planning Division and, as needed, shall consult and verify with the affected agency.

Staff Verification: Consistent. The applicant submitted a written statement, dated November 13, 2015, describing consistency with mitigation measures in the adopted Mitigation Monitoring and Reporting Program for Carson Creek Specific Plan, as well as describing compliance with the project conditions of approval. This written statement demonstrates compliance with this condition.

- 5. As a condition of approval of all tentative maps, a minimum 6-foot-tall wood or other solid fence shall be required to be constructed for all parcels adjacent to the boundaries of the Specific Plan. Materials may be specified through the revised acoustical analysis for the project.
 - Staff Verification: Consistent. The Overall Site Plan identifies either wood fencing or block walls for parcels adjacent to the boundaries of the specific plan, demonstrating compliance with this condition.
- 6. An open space management plan shall be prepared by the developer, subject to review and approval by the El Dorado Hills CSD. The plan shall include wild fire management plans for the site.
 - Staff Verification: Consistent. This condition of approval was waived with the execution of the Pre-Annexation Agreement entered into between the EDH CSD and the Developer (Euer Ranch, LLC, AKT Mosher Partners, John W. Euer, and Robert B. Euer). It relates to former condition of approval number 36 of the Euer Ranch Tentative Map (Carson Creek Unit 1). However, a Wildland Fire Safe Plan was prepared by CDS Fire Prevention Planning (William Draper), dated October 12, 2014, which demonstrates compliance with this condition.
- 7. A financing mechanism or mechanisms, such as a Landscaping and Lighting District (LLAD) for development and maintenance of parks, and for maintenance of open space, landscaping, lighting, fencing, trails, walkways, corridors, signage, sound walls, entry monuments, and other common or public areas shall be determined prior to approval of the final map: Improvement plans for the above referenced items will be submitted to the El Dorado Hills Community Services District (EDHCSD) for approval, and the financing mechanisms shall be in place prior to issuance of building permits (section 5.2 of the Carson Creek Specific Plan). Upon annexation of this project into the EDHCSD; the Carson Creek Specific Plan area shall be subject to the adopted park impact fee imposed for new development within the EDHCSD boundary and will be paid by the developer at the time a building permit is issued.

Staff Verification: Consistent. This condition of approval was waived with the execution of the Pre-Annexation Agreement entered into between the EDH CSD and the Developer (Euer Ranch, LLC, AKT Mosher Partners, John W. Euer, and Robert B. Euer). It relates to MM5-3 and former condition of approval number 67 of the Euer Ranch Tentative Map (Carson Creek Unit 1).

8. As a condition of approval of all tentative maps, a wood or other solid fence, at least six feet in height, will be constructed by the developer for all residential lots adjacent to the boundaries of the Specific Plan:

Agricultural fencing per County Resolution No. 98A-90 shall be required along the Sacramento/El Dorado County line in any location not adjacent to a residential lot/parcel.

The CC&Rs will specify the fence design approval process. Fence design will be approved by the El Dorado Hills Community Services District and the appropriate design review committee.

The developer will provide a funding mechanism, such as a homeowners association or a Landscaping and Lighting District, for the maintenance of fencing adjacent to open space.

Staff Verification: Consistent. This condition of approval was waived with the execution of the Pre-Annexation Agreement entered into between the EDH CSD and the Developer (Euer Ranch, LLC, AKT Mosher Partners, John W. Euer, and Robert B. Euer). It relates to former condition of approval number 35 of the Euer Ranch Tentative Map (Carson Creek Phase 1).

9. The developer will be required to provide water meters for all residential lots, parks, landscaped corridors, and open space parcels. (Costs of water meters for parks may or may not be a credit to developer pending negotiations with EDHCSD Board of Directors)

Staff Verification: Consistent. An El Dorado Irrigation District Meter Award Letter dated January 20, 2016 has been secured for the necessary public water and sewer service.

10. The filing of tentative map and recording of the final map shall establish the appropriate zoning.

Staff Verification: Consistent. The second revised tentative map was approved on August 6, 2014 and identified the proposed zoning for the proposed subdivision. The proposed zoning will be established concurrently with the filing of the final map. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.

The following are Mitigation Measures from the EIR:

- 11. Golden Foothills Parkway at Carson Creek
 - a) Use native plant species as the majority of those planted in the proposed 30-foot greenbelt to maximize a compatible visual relationship with the surrounding natural terrain and vegetation.

Staff Verification: Consistent. The 30-foot greenbelt located east of Carson Crossing Drive will be planted with a variety of native trees including Valley Oak, Interior Live

Oak and California Sycamore. There will also be native shrubs and groundcovers included in the plant list as well as other non-native plant materials.

b) Require use of natural colored roof materials in project developments to maximize consistency with the surrounding natural environment and to minimize stark visual contrasts.

Staff Verification: Consistent. The dominant roofing material that will be used at Carson Creek is tile shingles of varying colors of grays, reds, and browns which will blend into the natural environment.

c) Use natural components in fencing materials (e.g., wood, stone, and brick) in developments along Carson Creek to enhance visual compatibility with the natural surroundings of the site.

Staff Verification: Consistent. The masonry walls at Carson Creek will match the walls constructed at Four Seasons (Euer Ranch Tentative Map, Carson Creek Phase 1) to be consistent with the theme and style of the area. The masonry block is composed of brown and tan colors which will be visually compatible with the surrounding environment. Areas along open spaces, creek corridors, and common areas will be fenced with open, tubular steel fencing to allow views into and out of the natural environment. Wood fencing will be used as a good neighbor fencing between homes.

d) Use natural components in pedestrian trail features (e.g., fences, trail materials) to enhance visual compatibility with the natural surroundings of the site.

Staff Verification: Consistent. The multi-use trails are being designed to blend into the natural environment. Native tree planting, gathering areas, benches, and signage is being incorporated into the design to enhance the experience of using the trails and enhancing the visual compatibility of the trails that are adjacent to the creek corridors and open space.

e) Retain unobstructed views of Carson Creek from locations along Golden Foothills Parkway.

Staff Verification: Consistent. As Carson Creek passes under Golden Foothills Parkway, a 215 foot wide creek corridor has been preserved with unobstructed views from the road to Carson Creek. There will be open fencing all along Carson Creek to provide views of Carson Creek from the adjacent properties.

- 12. Phase II (Facilities Phase) Construction Emissions
 - a) Low emission mobile construction equipment shall be used (e.g., tractor, scraper, dozer, etc.)

- b) Construction equipment engines shall be maintained in proper operating condition.
- c) Low-emission stationary construction equipment shall be used,
- d) A trip reduction plan shall be developed and implemented to achieve 1.5 average vehicle occupancy (AVO) for construction employees.
- e) Construction activity management techniques, such as extending construction period, reducing number of pieces used simultaneously, increasing distance between emission sources reducing or changing hours of construction, and scheduling activity during off-peak hours shall be developed and implemented.
- f) The project applicant shall comply with El Dorado County APCD Rule 224.
- g) The project applicant shall comply with El Dorado County APCD Rule 215.

Staff Verification: Consistent. Notes 1 through 7 under the section titled "Phase II (Facilities Phase) Construction Emission" on Sheet 2 of the improvement plans draw the contractor's attention to this requirement. Approval of the improvement plans and final map by the Transportation Division is further proof of satisfaction of this condition.

13. Stationary Source Emissions

- a) The applicant shall incorporate energy-saving design features into future levels of project implementation as feasible and appropriate. The feasibility and appropriateness of each measure can best be determined at future, more-detailed levels of planning. These design features may include, but are not limited to, the following:
 - 1) Shade trees:
 - 2) Energy-efficient and automated air conditioners;
 - 3) Double-pane glass in all windows;
 - 4) Energy-efficient low-sodium parking lot lights;
 - 5) Adequate ventilation systems for enclosed parking facilities;
 - 6) Solar or low-emission water heaters;
 - 7) Energy-efficient lighting and lighting controls
 - 8) Central water heating systems;

Staff Verification: Consistent. The homes at Carson Creek will be energy efficient with features including solar panels, low E2 windows, Title 24 compliant gas water heaters or tankless water heaters, and energy efficient lighting. The California Building Code dictates the mandated energy efficient features of new homes.

b) The applicant, future successors in interest or future homebuilders shall install only EPA-certified woodstoves and fire places.

Staff Verification: Consistent. Fireplaces are not installed in every home. When fireplaces are included, they will be gas fireplaces.

14. Regional Mobile Source Emissions - The County shall coordinate with the Folsom, El Dorado, Cordova TMA to consider including the project site within the TMA's jurisdiction.

Staff Verification: Consistent. This mitigation measure directs the County to coordinate with the Folsom, El Dorado, Cordova TMA. The mitigation measure places no requirement for action on the applicant.

15. Short-Term Construction Noise - Construction activities shall be conducted in accordance with the County noise regulation or limited to the following hours and days: Between the hours of 7:00 a.m. and 5:00 p.m. on any weekday; Between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays; Prohibited on Sundays and holidays

At the time of the letting of the construction contract, it shall be demonstrated that engine noise from excavation equipment would be mitigated by keeping engine doors closed during equipment operation. For equipment that cannot be enclosed behind doors, lead curtains shall be used to attenuate noise.

Staff Verification: Consistent. Note 13 under the section titled "Standard General Notes – Roadwork, Grading & Drainage" on Sheet 2 of the improvement plans draw the contractor's attention to this requirement. Approval of the improvement plans and final map by the Transportation Division is further proof of satisfaction of this condition.

16. Increased Traffic Noise

Where the development of a project could result in the exposure of noise-sensitive land uses to existing or projected future traffic noise levels in excess of the applicable County noise standards, the County shall require an acoustical analysis to be performed prior to the approval of such projects. Where acoustical analysis determines that the project would contribute to traffic noise levels in excess of applicable County noise standards at proposed on-site or planned future off-site noise sensitive uses, the County shall require the implementation of noise attenuation measures, such as setback, sound barrier walls, or noise berms, as necessary to reduce traffic noise levels at proposed noise sensitive uses to conform with the applicable County standards.

Notwithstanding the above condition, the following are additional recommended mitigation measures applicable to the specific noise impacts evaluated for this project. Prior to Final Map approval, the applicant shall provide a copy of the following documents to Development Services- Planning Division:

a) An updated Traffic Study evaluating and determining the accurate Average Daily Trips (ADT) vehicular volume along Carson Crossing Drive.

Staff Verification: Consistent. The applicant submitted a memorandum from Mark Thomas & Company, dated June 22, 2012 (Alternative 1), demonstrating compliance with this mitigation measure.

b) Based on item a), the applicant shall provide an updated Acoustical Analysis affirming the applicable recommended noise measures identified in the analysis conducted by Bollard Acoustical Consultants, Inc dated September 17, 2007. Specifically, the analysis shall address the type, appropriate height, and location of the noise barrier along Carson Crossing Drive. The study shall analyze the required standard construction material rating necessary to substantially reduce the interior noise effects borne by the anticipated traffic on Carson Crossing Drive.

Planning Services staff shall review the acoustical study and determine if the appropriate changes have been made to the project to fully mitigate the noise impacts.

Staff Verification: Consistent. The applicant submitted an Environmental Noise Assessment prepared by Bollard Acoustical Consultants for Carson Creek Unit 2, dated January 21, 2009, along with a letter from Bollard Acoustical Consultants, dated January 28, 2015, indicating recommendations for the Unit 1 sound wall for the north side of Carson Crossing Drive consistent with that report, which together demonstrate compliance with this mitigation.

17. Stationary Source Noise - Where the development of a project could result in the exposure of on-site noise-sensitive land uses to projected on-site or off-site stationary source noise levels in excess of the applicable County noise standards the County shall require an acoustical analysis to be performed prior to the approval of such projects. Where acoustical analysis determines that stationary source noise levels would exceed applicable County noise standards at proposed on-site noise sensitive uses, the County shall require the implementation of noise attenuation measures, such as setbacks, sound barrier walls, or noise berms, as necessary to reduce stationary source noise levels at proposed noise sensitive uses to conform with the applicable County standards.

Notwithstanding the above condition, the following are additional recommended mitigation measures applicable to the specific impact identified for this project.

Prior to Final Map approval, the applicant shall provide a copy of the following documents to Development Services- Planning Division:

a) An updated Acoustical Analysis affirming the applicable recommended noise measures identified in the analysis conducted by Bollard Acoustical Consultants, Inc dated September 17, 2007. Specifically, the study shall also analyze the appropriate noise barrier along the northern portion of the common property line adjacent to Aerometals Inc. necessary to substantially minimize the facility noise

to less than significant level. Details of the barrier shall be reflected on the Improvement Plans for the proposed development. Planning Services staff shall review the acoustical study and determine if the appropriate changes have been made to the project to fully mitigate the noise impacts.

b) A draft copy of the disclosure statement detailing the potential operation impacts of the Aerometals Inc. facility to the future residents of the residential subdivision. The document shall be provided for review and approval by the Development Services-Planning Division. A proof of the final disclosure statement shall be provided prior to issuance of any residential building permit for any portion of the subdivision.

Staff Verification: Consistent. The noise barrier assessment prepared by Bollard Acoustical Consultants, dated February 14, 2008 submitted by the applicant, along with the disclosure regarding the Aerometals manufacturing facility demonstrates compliance with this condition.

18. Loss of Wetlands

a) Prior to issuance of a grading permit, a Stream Bed Alteration Agreement shall be obtained from CDFG, pursuant to §1600 of the California Fish and Game Code, for each stream crossing and any other activities affecting the bed, bank, or associated riparian vegetation of the stream. If required, the project applicant shall coordinate with CDFG in developing appropriate mitigation, and shall abide by the conditions of any executed permits.

Staff Verification: Consistent. An application for a Stream Bed Alteration Agreement was submitted on March 18, 2015 to the California Department of Fish and Wildlife which addresses each stream crossing and other activities affecting the bed bank, and associated riparian vegetation of the stream. The applicant shall abide by conditions of the executed permit in compliance with this mitigation measure.

b) Grading activities shall incorporate appropriate erosion control measures as provided in the El Dorado County Grading Ordinance. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control situation, and the potential discharge of pollutants into drainages.

Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the Storm Water Pollution Prevention Plan (SWPPP) (WDID#5S09C367846) coupled with Foothill Associates correspondence dated July 24, 2014 confirming that all work will be performed outside of the creek bed and bank, and abiding by the conditions of the executed Stream Bed Alteration Agreement demonstrates compliance with this condition.

19. Liquefaction

- a) The El Dorado County Department of Transportation (DOT) shall consult with the El Dorado County Planning Department during the grading permit approval process to ensure that earth resources impacts related to development in the Carson Creek Specific Plan area are sufficiently addressed.
- b) Prior to the approval of a grading permit for development in the Carson Creek drainage, the applicant shall submit to, and receive approval from, the El Dorado County Department of Transportation (DOT) a soils and geologic hazards report meeting the requirements for such reports provided in the El Dorado County Grading Ordinance. If proposed improvements to the Carson Creek drainage would be located in areas identified as susceptible to soils or geologic hazards, proposed improvements to the Carson Creek drainage shall be designed to prevent failure or damage due to such hazards.

Staff Verification: Consistent. Transportation Division and Youngdahl Consulting Group's approval of the rough grading and improvement plans demonstrates compliance with this condition.

20. Ground Staking

Prior to the issuance of building permits all structures shall be designed in accordance with the Uniform Building Code (UBC), Chapter 23. Although wood frame buildings of not more than two stories in height in unincorporated areas are exempt under the California Earthquake Protection Law, structures shall adhere to the design factors presented for UBC Zone 3, as a minimum; Final design standards shall be in accordance with the findings of detailed geologic and geotechnical analyses for proposed building sites.

Prior to the approval of subdivision maps in the vicinity of the Mormon Island Fault Zone, a ground acceleration analysis shall be conducted for the Mormon Island Fault Zone. All structures shall be designed in accordance with the ground acceleration analysis for the Mormon Island Fault Zone and the on-site ground accelerations anticipated from the Bear Mountains Fault Zone.

Staff Verification: Consistent. This condition will be enforced at time of building permit.

- 21. Topographic Alteration (Ground Stability & Erosion) Prior to the issuance of grading permits, grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations. These findings all include methods to control soil erosion and ground instability. Some potential methods include:
 - a) Uncemented silty soils are prone to erosion. Cut slopes and drainage ways within native material shall be protected from direct exposure to water run off immediately following grading activities. Any cut or fill slopes and their

appurtenant drainage facilities shall be designed in accordance with the El Dorado County Grading Ordinance and the Uniform Building Code guidelines. In general, soil slopes shall be no steeper than 2:1 (horizontal to vertical) unless authorized by the Geotechnical Engineer. Slope angles shall be designed to conform to the competence of the material into which they are excavated. Soil erosion and instability may be accelerated due to shearing associated with the Foothills Fault System, and/or Mormon Island Fault Zone.

- b) Drainage facilities shall be lined as necessary to prevent erosion of the site soils immediately following grading activities.
- c) During construction, trenches greater than 5 feet in depth shall be shored, sloped back at a 1:1 (horizontal to vertical) slope angle or reviewed for stability by the Geotechnical Engineer in accordance with the Occupational Safety and Health Administration regulations if personnel are to enter the excavations.
- d) Surface soils may be subject to erosion when excavated and exposed to weathering. Erosion control measures shall be implemented during and after construction to conform With National Pollution Discharge Elimination System, Storm Drain Standards and El Dorado County Standards.
- e) Rainfall shall be collected and channeled into an appropriate collection system designed to receive the runoff, minimize erosion and convey the runoff off-site. Conduits intended to convey drainage water off-site shall be protected with energy dissipating devices as appropriate, and in some areas potentially lined with an impermeable, impact proof material.
- f) Parking facilities, roadway surfaces, and buildings all have impervious surfaces which concentrate runoff and artificially change existing drainage conditions. Collection systems shall be designed where possible to divert natural drainage away from these structures, to collect water concentrated by these surfaces and to convey water away from the Site in accordance with the National Pollution Discharge Elimination System, Storm Drain Standards and El Dorado County Standards.

Staff Verification: Consistent. Transportation Division and Youngdahl Consulting Group's approval of the rough grading and improvement plans demonstrates compliance with this condition.

22. Increased Surface Runoff

a) Prior to the approval of the first tentative subdivision or parcel map, a condition of approval shall be placed on the tentative map that states prior to the issuance of a grading plan, the project applicant shall submit and obtain approval of final drainage plans by the El Dorado County Department of Transportation. These final drainage plans shall demonstrate that future post-development storm water

discharge levels from the project will remain at existing storm water discharge levels and detention basins will be permanently maintained. The drainage plan shall be prepared by a certified Civil Engineer and shall be in conformance with the El Dorado County Drainage Manual adopted by the Board of Supervisors in March 1995. The project applicant shall form a drainage zone of benefit (ZOB) or other appropriate entity to ensure that all storm water drainage facility maintenance requirements are met. The drainage plans shall include, at a minimum, written text addressing existing conditions, the effects of project improvements, all appropriate calculations, a watershed map, potential increases in downstream flows, proposed on-site improvements, and drainage easements, if necessary, to accommodate flows from the site and implementation and maintenance responsibilities. The plan shall address storm drainage during construction and proposed BMPs to reduce erosion and water quality degradation. All on-site drainage facilities shall be constructed to El Dorado County Department of Transportation satisfaction. BMPs shall be implemented throughout the construction process. The following BMPs, or others deemed effective, by the Department of Transportation, will be implemented as necessary and appropriate:

- Soil Stabilization Practices
 Straw Mulching
 Hydromulching
 Jute Netting
 Revegetation
 Preservation of Existing Vegetation
- Sediment Barriers
 Straw Bale Sediment Barriers
 Filter Fences
 Straw Bale Drop Inlet Sediment Barriers
- Site Construction Practices
 Winterization
 Traffic Control
 Dust Control
- Runoff Control in Slopes/Streets
 Diversion Dikes
 Diversion Swales
 Sediment Traps
- b) Specific measures shall be identified in the final drainage plans to reduce storm water discharge at the Southern Pacific Railroad bridge (Malby Crossing) at the site's southern end. These measures shall include detention basins of adequate size to reduce post-development discharge to pre-development levels. Maintenance of

the detention basin and drainage facilities shall include periodic inspections (e.g., annual) to ensure facility integrity and debris removal as necessary.

Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the SWPPP (WDID#5S09C367846) demonstrates compliance with this condition.

23. 100-Year Flood Event

Prior to the approval of the final map, the applicant shall submit a final drainage plan that clearly identifies the 100-year flood zone following project development to the El Dorado County Department of Transportation for approval. Project development shall not occur in areas within the 100-year flood zone shown in the final drainage plan. The final drainage plan shall be prepared by a registered civil engineer and contain a hydrologic study that outlines the 100-year flood zones associated with the project and proposed flood control measures such as detention basins. Alternatively, 100-year flood protection improvements, approved by the El Dorado County Department of Transportation, can be implemented to allow development in these areas. All storm drainage facilities and embankments shall be designed in compliance with the County Drainage Manual.

Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.

24. Short-Term Construction-Related Water Quality Impacts

- a) Prior to issuance of a grading permit, the developer shall obtain from the CVRB a General Construction Activity Storm water Permit under the National Pollutant Discharge Elimination System (NPDES) and comply with all requirements of the permit to minimize pollution of storm water discharges during construction activities.
- b) Prior to issuance of a grading permit, the project applicant shall submit to the El Dorado County Department of Transportation and the Resource Conservation District for review and approval an erosion control program which indicates that proper control of siltation, sedimentation and other pollutants will be implemented per NPDES permit requirements. The erosion control plan shall include BMPs as discussed in mitigation measure 4.10-1, and as follows: sediment basins, sediment traps, silt fences, hay bale dikes, gravel construction entrances, maintenance programs, and hydroseeding.

Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the SWPPP (WDID#5S09C367846) demonstrates compliance with this condition.

25. Long-Term Water Quality Impacts

- a) On-site detention basins shall be constructed and maintained through the construction period to receive storm water runoff from graded areas to allow capture and settling of sediment prior to discharge to receiving waters. Periodic maintenance of detention basins, such as debris removal, shall occur on a monthly basis or more frequently as needed to ensure continued effectiveness.
- b) Prior to issuance of a grading permit, the project applicant shall develop a surface water pollution control plan (i.e., parking lot sweeping program and periodic storm drain cleaning) to reduce long-term surface Water quality impacts. Parking lot sweeping shall occur on a weekly basis and storm drain clearing shall occur semi-annually. The plan shall also include the installation of oil, gas and grease trap separators in the project parking lot. These grease trap separators will be cleaned annually. The project applicant shall develop a financial mechanism, to be approved by the El Dorado County Department of Transportation that ensures the long-term implementation of the program.

Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the SWPPP (WDID#5S09C367846) demonstrates compliance with this condition.

- 26. Archaeological Sites CC-1, CC-2, CC-3, CC-4, CC-5, CC-6 and Archaeological Linear Features CC-LF-1, CC-LF-2, and CC-LF-3
 - a) Prior to grading and construction activities, significant cultural resources found on the project site shall be recorded or described in a professional report and submitted to the North Central Information Canter at California State University at Sacramento.
 - During grading and construction activities, the name and telephone number of an El Dorado County-approved, licensed archaeologist shall be available at the project site. In the event a heritage resource is encountered during grading or construction activities, the project applicant shall ensure that all activities will cease in the vicinity of the recovered heritage resource until an archaeologist can examine the find in place and determine its significance. If a find is authenticated, the archaeologist shall determine proper methods of handling the resource(s) for transport and placement in an appropriate repository. Grading and construction activities may resume, after the resource is either, retrieved or found to be not of consequence.

Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition. Note 43 under the section titled "Standard General Notes – Roadwork, Grading & Drainage" on Sheet 2 of the improvement plans draw the contractor's attention to this requirement.

27. School Fees

a) The project applicant shall pay the commercial school fee of \$0.31 per square foot for the age-restricted residential development.

Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.

b) The project applicant shall reimburse the Latrobe School District for out-ofpocket expenses incurred in planning for school sites within the Carson Creek Specific Plan area before it was age restricted.

Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that this condition is not applicable. There are no known outstanding reimbursements owed.

c) The project applicant also shall meet with the Latrobe School District and the El Dorado Union High School. District to renegotiate school fees in the unlikely event that the age restrictions for the Carson Creek Specific Plan area are lifted.

Staff Verification: Consistent. This condition is not applicable as all of Carson Creek is age-restricted.

28. Law Enforcement

The project applicant shall ensure adequate law enforcement personnel and equipment to serve the Specific Plan area, as demonstrated by one of the following mechanisms:

- a) Prior to the issuance of each building permit, the project applicant will be required to obtain a service letter from the El Dorado County Sheriff's Department identifying that law enforcement staff and equipment are available to serve the proposed land use upon occupancy.
- b) Prior to the issuance of the building permit, the project applicant shall create an assessment district or other mechanism to provide funding to the El Dorado County Sheriff's Department for adequate law enforcement staff and equipment upon occupancy and in the future.

Staff Verification: Consistent. This condition will be enforced at time of building permit.

29. Water Consumption

Project impacts cannot be reduced to a less than significant level until the EID procures new water supplies that are sufficient to meet water needs of the proposed Specific Plan at build out in conjunction with existing planned growth, or an alternative public water source is secured. Implementation of the following mitigation, measures would reduce

potential project impacts on water supply. The project applicant would be required to implement these measures before approval of building permits.

a) In accordance with EID Policy Statement No. 22, the project applicant shall prepare a Facility Plan Report (FPR) for the proposed project. The FPR shall address the expansion of the water and sewer facilities and the specific fire flow requirements for the phases of the project.

Staff Verification: Consistent. Approval of the Facilities Plan Report and improvement plans by El Dorado Irrigation District (EID) and meter award letter from EID demonstrates compliance with this condition.

b) Low-volume and low-flow fixtures shall be installed to reduce water consumption.

Staff Verification: Consistent. This condition will be enforced at time of building permit.

c) Efficient irrigation systems shall be installed to minimize runoff and evaporation and maximize the water that will reach plant roots. One or any combination of the following methods of increasing irrigation efficiency shall be employed: drip irrigation, soil moisture sensors, and automatic irrigation systems. Mulch shall be used extensively in all landscaped areas. Drought resistant and native vegetation shall be used in landscaped areas.

Staff Verification: Consistent. Transportation Division and EID's approval of the improvement plans, which includes landscaping and irrigation plans, demonstrates compliance with this condition.

30. Historic Mining

Prior to the issuance of a grading permit, shallow groundwater and on-site drainage areas shall be sampled to determine the potential presence of on-site contamination (mercury, etc.). If contamination is found, the appropriate regulatory agency shall be contacted. If deemed necessary by the appropriate regulatory agency, remediation shall be undertaken in accordance with all existing local, state, and federal regulations/requirements and guidelines established for the treatment of hazardous substances.

Staff Verification: Consistent. Transportation Division and Youngdahl Consulting Group's approval of the rough grading and improvement plans demonstrates compliance with this condition.

31. Underground Storage Tanks (USTs)

Prior to the issuance of a grading permit, the extent (soil and/or groundwater) of potential on-site contamination resulting from the operation of off-site USTs shall be assessed. Once the extent of contamination has been determined, the appropriate regulatory agency

shall be consulted in identifying the responsible party and initiating the development of a remediation program in accordance with all applicable local, state, and federal regulations/requirements and guidelines established for the treatment of hazardous substances.

Staff Verification: Consistent. Transportation Division and Youngdahl Consulting Group's approval of the rough grading and improvement plans demonstrates compliance with this condition.

- 32. The project applicant shall undertake the following activities to encourage construction of the 30-acre regional park as soon as feasible:
 - a) The applicant shall rough grade the regional park site and shall construct a chipand-seal road to the park site within 60 days of recording of the first final subdivision map for Euer Ranch (Phase 1).
 - b) The County intends to form a county- or region-wide financing mechanism such as an El Dorado Hills ("EDH") regional park district or zone of benefit to pay for ongoing regional park maintenance and any improvements, including those noted in subsection d) below. The formation of this funding mechanism is a precondition to the applicant's obligations under subsections c) through h) below.
 - c) The Carson Creek Specific Plan Area shall join in the agreed-upon financing mechanism.
 - d) The applicant shall seek to annex the Carson Creek Specific Plan Area into EID in order to obtain the necessary water resources for the regional park; reclaimed water shall be used to the extent feasible to water the ball fields but potable water is necessary for drinking fountains.
 - e) The applicant shall advance funds, or conducting a nexus study for the regional park assessment district or other agreed-upon, formed financing mechanism within 120 days.
 - f) The applicant shall advance funds, within 180 days after the County approves the first tentative map for Phase 2 of the Carson Creek Specific Plan Area, to pay for completing the following:
 - 1) Grading 20 acres for ball fields per County specifications;
 - 2) Installing chip-and-seal parking area at the regional park;
 - 3) Installing potable and reclaimed water lines to the regional park;
 - 4) Obtaining EDUs for EID water and/or installing a well- water system;
 - 5) Installing shielded sports lighting on 15 acres of ball fields;
 - 6) Installing restrooms, bleachers, and concession stands;
 - 7) Installing drainage system, irrigation system, and turf on 15 acres of ball fields.

g) The applicant's contributions noted above in subsections a), e), and f) shall be considered a loan, which shall be paid back by the assessment district or other approved financing mechanism, upon the sale of the bonds necessary to construct the facility.

Staff Verification: Consistent.

As part of the 37 acres of parks contemplated in the Carson Creek Specific Plan, a 30-acre Regional Park is designated in the southernmost portion of the plan area. Lennar Homes recorded a Large Lot Final Map which created the 30 acre parcel (APN 117-570-18) in anticipation of the future regional park site. The park site was annexed into the El Dorado Hills Community Service District (EDHCSD) service area in 2003 and is currently designated as Community Park in the district's 2007 Parks and Facilities Master Plan. However, the EDHCSD maintains that the condition involves the construction of a regional park, which would typically be undertaken through a capital improvement project by the El Dorado County Park and Trail Department. The El Dorado County Park and Trail Department has not prioritized the site as part of its future recreational park plans; however, the Department has expressed the importance of the regional park site to the county for connection to the Sacramento-Placerville Transportation Corridor.

Lennar Homes will continue to coordinate and cooperate with staff, the El Dorado County Park and Trail Department, and the EDHCSD to determine the feasibility of a regional park and/or community park at Carson Creek and develop a strategy for implementation, as applicable. Recordation of the Phase 2 Unit 1 Final Maps will not affect the ability of the County and EDHCSD, in coordination with Lennar Homes, to determine the feasibility of a regional park and/or community park at Carson Creek and develop a strategy for implementation.

- 33. The applicant will pay light rail fees in the following circumstances: (1) a region-wide or county-wide, light-rail fee requirement is imposed; (2) before grading permits are issued; and (3) fees shall only apply to units in which no building permit has been issued at the time the light rail fee is imposed. The applicant will receive credit against any fees for any light rail related improvements or land donated to serve light rail.
 - Staff Verification: Consistent. This condition is not applicable as no light rail fee has been imposed.
- 34. Open channel drainage: The applicant shall minimize the use of culverts and concrete V-ditches and maximize the use of open, unlined and vegetated channels to facilitate removal of pollutants and sediment and to preserve a more natural rural feel to the development. The applicant shall employ best management practices to protect water quality and to minimize erosion in the drainage system. Such practices shall include utilizing grassy swales, open ditches, energy dissipaters, water quality ponds, and grease/oil traps.

- a) Open Space Areas: All drainage in open space corridors shall remain natural, unlined and open. Except as expressly indicated elsewhere in the specific plan, the applicant will not use culverts in these channels and road crossings shall be bridged.
- b) Within areas designated for residential and industrial use, vegetated open-channel drainage shall be the primary means of accommodating stormwater runoff and existing surface water bodies, in residential areas, where the homes front the streets, site design shall emphasize drainage to open, vegetated channels away from streets and towards the back and side lots. In instances where such drainage is not engineering practicable, drainage towards streets shall utilize gutters, A.C. dikes, rolled curbs, and/or vertical curbs will be utilized. These drainage facilities shall be kept to a minimum and will convey drainage to open channel ditches (1) along collectors and other streets where homes do not front the streets and (2) between lots. Piped drainage facilities shall be kept to a minimum. Open channel ditches shall convey the drainage to natural drainage channels in the open space areas but not before ensuring that water quality standards are maintained through the implementation of best management practices.

Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.

35. Roadways in the Carson Creek Specific Plan Area shall be curvilinear and separated from pedestrian pathways that run around, over, under, and between structures. Where feasible cul-de-sacs will be incorporated into circulation system designs. The majority of roads (asphalt portion only) shall be 26 feet or less in width.

Furthermore, the Carson Creek Specific Plan Phase 2 street development standards (asphalt portion only), shall be modified to incorporate the following maximum widths:

- a) One-way streets shall be no more than 18 feet wide;
- b) Two-way streets shall be no more than 24 feet wide;
- c) Minor collectors with less than 350 average daily trips ("ADT") shall be no more than 24 feet wide;
- d) Minor collectors with more than 350 average daily trips ("ADT") shall be no more than 26 feet wide;
- e) Major collectors with homes fronting the street, shall be no more than 30 feet wide;
- f) Major collectors, without homes fronting the street and with less than 350 ADT, shall be no more than 24 feet wide;

g) Major collectors, without homes fronting the street and with more than 350 ADT, shall be no more than 26 feet wide. The majority of roads (asphalt portion only) shall be 26 feet or less in width.

Parking bays may be required for emergency parking along collectors and in residential areas where these standards prohibit parking along the streets. The parking bays shall be kept to a minimum and located where topography permits. Street standards are subject to the review of the El Dorado Hills Fire Departments; for public safety reasons, the fire department may require wider roads in some places or turn-arounds, hammerheads, or other measures to facilitate the movement of emergency vehicles.

For the Carson Creek Specific Plan, Phase 1, these road standards will be adopted only if the County finds that the final maps, containing these standards, are consistent with the tentative maps, as required by law.

Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.

36. The final Grading/Improvement Plan shall reflect an ultimate pad elevation of 497 feet for Lots 7 and 8 of Village 6B of the Carson Creek Phase 2, Unit 1 subdivision.

Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.

Department of Transportation

Project Specific Conditions

37. The applicant shall be subject to all applicable Conditions as specified for the Carson Creek Specific Plan as well as any required Mitigation Measures described in the Mitigation Monitoring Checklist for the Carson Creek Specific Plan.

Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.

- 38. The applicant shall provide a striped turn pocket along Golden Foothill Parkway onto Carson Crossing Drive. The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.
 - Staff Verification: Consistent. Transportation Division approval of Carson Crossing Drive improvement plans demonstrates compliance with this condition.
- 39. The applicant shall provide left turn pockets for the first and fourth residential street intersections and Carson Crossing Drive. The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall

obtain an approved improvement agreement with security, prior to the filing of the final map.

Staff Verification: Consistent. Transportation Division approval of Carson Crossing Drive improvement plans demonstrates compliance with this condition.

40. The applicant shall provide a minimum 20-foot break in the landscaped median at the intersection with the second and third residential street intersections and Carson Crossing Drive for fire access. These streets shall be emergency exists with right out exits only. No left turn signage shall be provided at said intersections. The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

All roads shall be constructed in conformance with the Carson Creek Specific Plan and the Design and Improvements Standard Manual as noted in the table below. The applicant shall provide a non-exclusive road and public utility easement (R&PUE) for onsite roadways as listed in the table and 60ft wide radius R&PUE for any cul-de-sac. Sidewalk widths for cross sections provided in the table can be found on the exhibit dated October 18, 2007 provided by CTA. The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map.

Staff Verification: Consistent. Transportation Division approval of Carson Crossing Drive improvement plans demonstrates compliance with this condition.

Road Name	Section	Right of Way Width	Pavement Width	Design Speed Limits	Exceptions/Notes
Residential Street I	A-A, B-B, & C-C	40' R/W plus utility easements	24ft travel way	25 MPH	Type 1 rolled curb & gutter on both sides, plus either none, one, or two 4ft sidewalks
Residential Street II	D-D & E-E	64' R/W (44' R/W- section E-E) plus utility easements	24ft travel way	25 MPH	Type 1 rolled curb & gutter on both sides, open swale drainage on both sides, plus one or two 6ft sidewalks
Residential Collector	F-F	64' R/W plus utility easements	26ft travel way	25 MPH	Type 2 vertical curb & gutter on one side and type 1 rolled curb & gutter on the other (sidewalk) side, open swale drainage on both sides, plus one 6ft detached sidewalk
Residential Collector Entry Road (Village 8)	G-G	100' TO 80' R/W plus utility easements	36ft (2-18ft lanes) travel way, landscaped median (width varies), open swale drainage	25 MPH	Type 2 vertical curb & gutter on both sides, open swale drainage on both sides, plus one 6ft detached sidewalk
Residential Collector Secondary Entry Road (Village 8)	H-H & I-I	80' R/W plus utility easements	36ft (2-18ft lanes) travel way, landscaped median (width varies), open swale drainage	25 MPH	Type 2 vertical curb & gutter on both sides, open swale drainage on both sides, plus one 6ft detached sidewalk
Residential Collector Entry Road (Village 6B)	J-J & K-K	100' TO 50' R/W plus utility easements	Transition 36ft (2-18ft lanes) to 24ft (2-12ft lanes) travel way, landscaped median (width varies), open swale drainage	25 MPH	Type 2 vertical curb & gutter on both sides, open swale drainage on both sides, plus two 6ft detached sidewalks

Residential Collector Secondary Entry Road (Village 6B)	L-L	56' R/W plus utility easements	36ft (2-12ft lanes) travel way, landscaped median (width varies), open swale drainage	25 MPH	Type 1 rolled curb & gutter on both sides, open swale drainage on both sides, plus one 4ft detached sidewalk
Existing Carson Crossing Drive (Transition Section)	M-M Sta. 28+00 to Sta. 30+60 (+/- 50 feet)	Existing 72' R/W	Existing 64ft pavement width plus utility/ slope easements - Transition from four lane to two lane travel ways, stripe median (width varies)	40 MPH	Existing Type 2 vertical curb & gutter w/ 6ft attached sidewalk one side only and bike lane on both sides. Transition length to be determined by traffic engineer
Carson Crossing Drive (Channelization Section)	N-N Sta. 30+60 (+/-50 feet) to Sta.33+10 (+/- 50 feet)	80' R/W plus 10-foot landscape and public service easements (in Lot G)	Transition 46ft (2-23ft lanes) to 36ft (2-18ft lanes) travel way (4ft bike lanes on both sides), control line/roadway channelization 7.5ft to the centerline of the 80' R/W, landscaped median (width varies)	40 MPH	Transition from Type 2 vertical curb & gutter to roadside ditch w/ 6ft attached sidewalk on one side. Channelization length to be determined by traffic engineer
Carson Crossing Drive	O-O & P-P	80' R/W plus 10-foot landscape and public service easements (in Lot G)	36ft (2-18ft lanes) travel way with 2-2' benches on either side of travel way (4ft bike lanes on both sides), landscaped median	40 MPH	Roadside ditch w/ 6ft detached sidewalk on one side

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			(width varies), roadside drainage ditch on both sides		
Carson Crossing Drive	Q-Q	80' R/W plus utility/ slope easements	36ft (2-18ft lanes) travel way with 2-2' benches on either side of travel way (4ft bike lanes on both sides), landscaped median (width varies), roadside drainage ditch on both sides, 14ft pedestrian path/ access road	40 MPH	Roadside ditch w/ 6ft detached sidewalk on one side and 14ft access/ pedestrian path (8ft asphalt paved w/ 2-3ft AB shoulders)

Notes:

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

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

- 41. All curb returns, at pedestrian crossing, shall include a pedestrian ramp with truncated domes per Caltrans Standard A88A and four feet of sidewalk/landing at the back of the ramp.
 - Staff Verification: Consistent. Transportation Division approval of the improvement plans demonstrates compliance with this condition.
- 42. The County shall accept the offer of Carson Crossing drive and it is in the County maintenance program. Therefore, remove requirement for maintenance by a CSAZOB or appropriate entity with the filing of the final map.
 - Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.
- 43. The applicant shall irrevocably offer to dedicate the ROW as shown on the tentative map dated November 2007 (January 2008) with the filing of the final map. This offer will be rejected by the County.
 - Staff Verification: Consistent. Transportation Division approval of the Final Map demonstrates compliance with this condition.
- 44. Prior to filing of final map, the applicant shall join or form a drainage zone of benefit or other appropriate entity to ensure that all storm water drainage facility maintenance requirements are met.

The Carson Creek Master Association (HOA) will form a drainage zone of benefit or other appropriate entity. See section 1.1.14-Master Association Maintenance Areas in the CC&Rs. For Carson Crossing Drive, the formation hearing was conducted by the Board of Supervisors on February 23, 2016. On March 8, 2016 the resolution of intent to levy the benefit assessment will be adopted and the ballot proceeding approving the benefit assessment will be conducted by the Board of Supervisors thereby forming the required drainage zone of benefit. The drainage zone of benefit must be approved prior to the approval of the Final Map for Carson Creek Unit 1, Phase C.

Standard Conditions

- 45. The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual from the County Department of Transportation, and pay all applicable fees prior to filing of the final map.
 - Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.
- 46. All curb returns, at pedestrian crossing, shall include a pedestrian ramp with truncated domes per Caltrans Standard A88A and four feet of sidewalk/landing at the back of the ramp.

- Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.
- 47. The developer shall enter into an Improvement Agreement with the County and provide security to guarantee performance of the Improvement Agreement as set forth within the County of El Dorado Major Land Division Ordinance, prior to filing the final map.
 - Staff Verification: Consistent. Execution of the Subdivision Improvement Agreement (SIA) by the board Chair on September 1, 2015 and related bonds demonstrates compliance with this condition.
- 48. The construction of all required improvements shall be completed with the presentation of the final map to the Planning Director before presentation of the final map to the Board of Supervisors for its approval. For improvements not completed, the subdivider shall provide a 100 percent performance surety and a 50 percent labor and materialmen surety by separate bond, cash deposit, assignment, or letter of credit from a financial institution. For improvements which have been completed, the subdivider shall provide a ten percent maintenance surety in any of the above-mentioned forms. Verification of construction, or partial construction, and cost of completion shall be determined by the County Department of Transportation.
 - Staff Verification: Consistent. Execution of the Subdivision Improvement Agreement (SIA) by the board Chair on September 1, 2015 and related bonds demonstrates compliance with this condition.
- 49. The final map shall show all utility, road and drainage easements per the recommendation of the utility purveyors and the County Engineer. Final determination of the location of said easements shall be made by the County Engineer. Said easements shall be irrevocably offered to the County.
 - Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.
- 50. A final drainage study shall be prepared by the project proponent and submitted with the subdivision grading and improvement plans to the approval/satisfaction of the Department of Transportation. All drainage facilities identified in the drainage study shall be included in the subdivision grading and improvement plans.
 - Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.
- 51. Cross lot drainage shall be avoided. When cross lot drainage does occur, it shall be contained within dedicated drainage easements, and included in the County Service Area Zone of Benefit (ZOB), Home Owners Association, or other entity acceptable to the County. This drainage shall be conveyed via closed conduit or v-ditch, to either a natural

drainage course of adequate size or an appropriately sized storm drain system within the public roadway.

- Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.
- 52. All new or reconstructed drainage inlets shall have a storm water quality message stamped into the concrete, conforming to Sacramento County Standard Drawing 11-10. All stamps shall be approved by the El Dorado County inspector prior to being used.
 - Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.
- Grading plans shall incorporate appropriate erosion control measures as provided in the El Dorado County Grading Ordinance and El Dorado County Storm Water Management Plan. Appropriate runoff controls such as berms, storm gates, detention basins, overflow collection areas, filtration systems, and sediment traps shall be implemented to control siltation, and the potential discharge of pollutants into drainages.
 - Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the SWPPP (WDID#5S09C367846) demonstrates compliance with this condition.
- 54. All outside agency permit numbers shall be placed on the improvement plan set prior to approval of improvement plans.
 - Staff Verification: Consistent. Transportation Division approval of the improvement plans demonstrates compliance with this condition.
- 55. The applicant shall submit a soil and geologic hazards report (meeting the requirements for such reports provided in the El Dorado County Grading Ordinance) to, and receive approval from the El Dorado County Department of Transportation. Grading design plans shall incorporate the findings of detailed geologic and geotechnical investigations.
 - Staff Verification: Consistent. Transportation Division and Youngdahl Consulting Group's approval of the rough grading and improvement plans demonstrates compliance with this condition.
- 56. Grading plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the Department of Transportation. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the Department of Transportation shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project. The County shall issue no building permits until the Department of Transportation approves the final grading and erosion control plans and the grading is completed.

Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the SWPPP (WDID#5S09C367846) demonstrates compliance with this condition.

57. If the project disturbs more than one acre of land area (43,560 square feet), the Developer shall file a "Notice of Intent" (NOI) to comply with the Statewide General NPDES Permit for storm water discharges associated with construction activity with the State Water Resources Control Board (SWRCB). This condition is mandated by the Federal Clean Water Act and the California Water Code. A notice of Intent form, the appropriate fee, and a location map are required for this filing. A copy of the Application shall be submitted to the County with two (2) copies of the Storm Water Pollution Prevention Plan (SWPPP), prior to building permit issuance, and by state law must be done prior to commencing construction

Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the SWPPP (WDID#5S09C367846) demonstrates compliance with this condition.

58. The timing of construction and method of revegetation shall be coordinated with the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September, the developer shall implement a temporary grading and erosion control plan. Such temporary plans shall be submitted to the RCD for review and recommendation to the Department of Transportation. The Department of Transportation shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15.

Staff Verification: Consistent. Transportation Division approval of the rough grading plans, improvement plans, and implementation of the SWPPP (WDID#5S09C367846) demonstrates compliance with this condition.

- 59. Turnarounds shall be constructed at any proposed entry gates within this subdivision and the design are subject to the review and approval by the Department of Transportation at the improvement plan stage.
 - Staff Verification: Consistent. Transportation Division approval of the rough grading and improvement plans demonstrates compliance with this condition.
- 60. The responsibility for, and access rights for, maintenance of any fences and walls constructed on property lines shall be included in the Covenants Codes and Restrictions (CC&Rs).
 - Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.
- 61. Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the developer will provide a CD to DOT with the drainage

report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.

Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition.

62. The applicant shall pay the traffic impact fees in effect at the time a building application is deemed complete.

Staff Verification: Consistent. This condition will be enforced at time of building permit.

EL DORADO HILLS FIRE DEPARTMENT

63. The potable water system for the purpose of the fire protection for this residential development shall provide a minimum fire flow of 1,500 gpm with a minimum residual pressure of 20 psi for 2-hour duration. This equipment is based on a single-family dwelling 4,800 square feet or less in size. Any home larger than 4,800 square feet shall be required to provide the fire flow for the square footage of that dwelling or shall be required to provide the fire flow for the square footage of that dwelling or shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. This fire flow shall be in excess of the maximum daily consumption rate of this development. A set of engineering calculations reflecting the fire flow capabilities of this system shall be supplied to the Fire Department for review and approval.

Staff Verification: Consistent. Transportation Division and Fire Department approval of the improvement plans demonstrates compliance with this condition.

- 64. This development shall install Mueller Dry Barrel fire hydrants conforming to El Dorado Irrigation District specifications for the purpose of providing water for fire protection. The spacing between hydrants in this development shall not exceed 500 feet. The exact location of each hydrant shall be determined by the Fire Department.
 - Staff Verification: Consistent. Transportation Division and Fire Department approval of the improvement plans demonstrates compliance with this condition.
- 65. To enhance nighttime visibility, each hydrant shall be painted with safety white and marked in the roadway with a blue reflective marker as specified by the Fire Department and the Fire Safe Regulations.
 - Staff Verification: Consistent. Transportation Division and Fire Department approval of the improvement plans demonstrates compliance with this condition.
- 66. 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 framing of any combustible members as specified by El Dorado Hills Fire Department Standard 103.

- Staff Verification: Consistent. Transportation Division and Fire Department approval of the improvement plans demonstrates compliance with this condition.
- 67. Prior to Final Map approval, the applicant shall submit a Wildland Fire Safe Plan, subject to review and approval by the Fire Department. Specifically, the Plan shall include provisions for type, dimension, and location of gates and fencing for lots along Wildland Open Space.
 - Staff Verification: Consistent. A Wildland Fire Safe Plan was prepared by CDS Fire Prevention Planning (William Draper), dated October 12, 2014, and approved by the El Dorado Hills Fire Department and California Department of Forestry and Fire Protection, which demonstrates compliance with this condition.
- 68. This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump section of roadway.
 - Staff Verification: Consistent. Transportation Division and Fire Department approval of the improvement plans demonstrates compliance with this condition.
- 69. The final design and configuration for the all primary and secondary emergency access gate entries located along Carson Crossing Drive shall be submitted to the department for review and approval at the time of Improvement Plans and Final Map process.
 - Staff Verification: Consistent. Transportation Division and Fire Department approval of the improvement plans and landscaping plans demonstrates compliance with this condition.

EL DORADO HILLS COMMUNITY SERVICES DISTRICT (EDHCSD)

70. Parkland Dedication requirements are triggered for subdivision projects with 50 or more residential units. Based on 3.3 persons per household and in accordance with Quimby Act, the District requires 5.0 acre of parkland to be dedicated (302 residential units x 3.3 persons/household (residential unit) x 5 acres/ 1,000 persons). Carson Creek Phase 2, Unit 1 subdivision includes "Lot X", measuring 4.9 acres, identified to be a private recreation facility. The District would provide up to 50 percent park credit for private facilities, totaling a 2.5 acre credit against the 5.0 required parkland acres. The balance of 2.5 acres will be made up in in-lieu Quimby fees, or request of park land, which are calculated using the equivalent value of finished in-project acres. This is determined through a formal appraisal process or through mutual agreement with the District and Developer. In-lieu fees shall be due and payable in full upon recording of final map.

Staff Verification: Consistent. The Park Development Agreement with the EDHCSD designates the park dedication formula and satisfaction of the park dedication for the final map.

- 71. The proposed multi-use trails shall be maintained by a new Homeowners Association (HOA) or through a Landscape Lighting Assessment District (LLAD) in coordination with the CSD. Evidence of a dedicated funding mechanism for trail maintenance is required prior to filing the first final map.
 - Staff Verification: Consistent. The Carson Creek Master Association (HOA) will maintain the multi-use trail as outlined in Section 1.1.14 Master Association Maintenance Areas of the CC&R's.
- 72. The applicant shall coordinate with CSD on the trail design and approval. The open space trails shall remain open to public and not gated. The trails will connect to the existing trail system to the North (Euer Ranch-Four Seasons) and will continue through to the future southern portions of the Carson Creek Specific Plan.
 - Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition. Trail plans will be submitted to EDHCSD for review and approval.
- 73. The project shall grant an Irrevocable Offer of Dedication through the open space area for trails to the El Dorado Hills Community Services District upon recording of the final map.
 - Staff Verification: Consistent. The applicant stated in a letter dated November 13, 2015, that they acknowledge this condition. The Irrevocable Offer of Dedication will be granted to EDHCSD.
- 74. Prior to recordation of the first final map, the applicant shall coordinate with the District in forming a shell Landscaping and Lighting Assessment District (LLAD). The LLAD shall function as a back-up funding mechanism to the Carson Creek Homeowner's Association for the maintenance and operation of landscaping, streetscape, lighting, fencing, trails, walkways, signage, soundwalls, entry, monuments, private recreation facilities and other common or public areas.
 - Staff Verification: Consistent. A Community Facilities District (CFD) is being prepared as a backup funding mechanism. The timing of the formation of the CFD is after recordation of the first final maps. However, the Park Development Agreement obligates Lennar to complete the formation of the CFD prior to closing of any homes at Carson Creek.
- 75. Payment of applicable Park Impact Fees shall be remitted to the District at the time of building permit issuance.
 - Staff Verification: Consistent. This condition will be enforced at time of building permit.
- 76. Street lights shall be installed at the primary and secondary access gate intersections. All streetlights shall comply with dark sky standards.

- Staff Verification: Consistent. Transportation Division approval of the improvement plans and the landscaping plans demonstrates compliance with this condition.
- 77. Bicycle lanes along Carson Crossing Road shall be Class II, striped and signed appropriately. All other bicycle lanes within the project shall be Class I.

Staff Verification: Consistent. Transportation Division approval of Carson Crossing Drive improvement plans demonstrates compliance with this condition.

COUNTY SURVEYOR

- 78. All survey monuments must be set prior to the representation of the final map to the Board of Supervisors for approval, or the developer shall a surety of work to be done by bond or cash deposit. Verification of set survey monuments, or amount of bond or deposit to coordinated with the County Surveyor's Office.
 - Staff Verification: Consistent. A monumentation bond demonstrates compliance with this condition.
- 79. The roads serving the development shall be named by filing a completed Road Name Petition with the County Surveyor's Office prior to filing the final map.
 - Staff Verification: Consistent. A Road Name Petition was approved on March 17, 2014, which demonstrates compliance with this condition.



METER AWARD LETTER

This serves as an award for.		Date. <u>January 20, 2010</u>
SUBDIVISION	☐ PARCEL SPI	LIT OTHER
APPLICANT/S NAME AND ADD	ORESS P	ROJECT NAME, LOCATION & APN
Lennar Homes of California, Inc.	C	arson Creek Unit 1, Phase C
1420 Rocky Ridge Rd., Ste. 320 Roseville, CA 95661	A	PN: 117-570-01, -02, -03, -04 and -07
This METER AWARD LETTER is Note: If the agent is making the app		TER / AGENT (Circle one) ized authorization must be attached.
FOR SUBDIVISIONS - A	oplicant has met the fo	ollowing requirements:
1. District has approved the final l	Facility Plan Report.	
2. Applicant submits verification	of a valid Tentative Pa	arcel Map from the County/City.
3. Applicant has satisfied all aprequirements.	oplicable engineering	, environmental, right-of-way, and bonding
4. Applicant has paid all applic Segregation Fees if applicable.	able water and wast	ewater fees, connection charges, and Bond
5. Applicant has satisfied all other	r District requirements	S.
FOR PARCEL SPLITS - A	applicant has met the f	following requirements for a Parcel Split:
1. Applicant submits Facility Imp	rovement Letter.	
2. Applicant completes Water Ser	vice Application form	1.
3. Applicant submits verification	of a valid Tentative Pa	arcel Map from the County/City.
4. Applicable water/wastewater co	onnection fees paid.	
5. Applicant pays Bond Segregati	on Fees; if applicable	
6. Bond Requirements (e.g. Perfo	rmance/Guarantee) ha	ive been met if applicable.
The District hereby grants this av	ward for:	
WATER: 20 EDUs (Equivalent)	Dwelling Unit).	
RECYCLED WATER <u>0</u> ED	Us (Equivalent Dwell	ing Unit).
WASTEWATER: 20 EDUs (Equ	ivalent Dwelling Unit	i).
Project No. / Work Order No: Service Purchase Project No.: Comments: Building Permits will	2395SP	7 <u>00668</u> til released by EID Inspection. Water meters
		ved, new parcel numbers and addresses have
been assigned and a release has b		•
It is the property owner's respon		•
	· ·	*********
Applicant has read the above informatio	n and acknowledges rece	pipt of a copy of this METER AWARD LETTER.
	c	J. nether to
Owner/Applicant Signature	Deve	lopment Services

 $\begin{array}{c} \text{1 Copy - Applicant} & \text{1 Copy - County/City} \\ Exhibit \ H \end{array}$

ORIGINAL

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS FOR CLASS 1 SUBDIVISION BETWEEN COUNTY AND OWNER

RECITALS

Owner is vested with fee title to Subdivision; a tract of land located in the County of EI Dorado, State of California, and described as Carson Creek Unit 1 – Phase A-D, TM 04-1391R. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

OWNER WILL:

- 1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled Carson Creek Unit No. 1, TM 04-1391R-2 which were approved by the County Engineer, Community Development Agency, Transportation Division, on August 14, 2014. Attached hereto is Exhibit A, marked "Engineer's Cost Estimate;" The Exhibit describes quantities, units and costs associated with the improvements to be made.
- Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way and obtain any necessary permits from any outside agencies.

Exhibit I

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Carson Creek Unit 1 – Phase A-D, TM 04-1391R-2 AGMT 14-53941 Page 1 of 7

- Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.
- 4. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's, Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.
- 5. Post security acceptable to County as provided in Section 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.
- Provide for and pay the costs of related civil engineering services, including the
 costs of inspection and utility relocation when required, and attorneys' fees, costs, and
 expenses of legal services.
- 7. Provide deposit for and pay to County all costs of construction oversight, inspection, administration and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.
- 8. Have as-built plans prepared by a civil engineer acceptable to County's Community Development Agency, Transportation Division and filed with the Transportation Division Director as provided in Section 16.16.060 of the Code.
- Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.
- 10. To the fullest extent allowed by law, defend, indemnify and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any contractor(s), subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Carson Creek Unit 1 – Phase A-D, TM 04-1391R-2 AGMT 14-53941 Page 2 of 7

- 11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.
- 12. Provide continuous, sufficient access to Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.
- 13. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of Owner.

COUNTY WILL:

- 14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 16.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.
- 15. Upon receipt of a Certificate from the County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 16.16.040 of the Code.
- 16. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 of the Code.
- 17. Require Owner to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by the County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated.
- 18. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by the County Engineer to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements and County's Grading, Erosion and Sediment Control Ordinances.
- 19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.

- 20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.
- 21. Require Owner to pay County for costs, expenses and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

ADDITIONAL PROVISIONS:

- 22. The estimated cost of installing all of the improvements is Twenty-Seven Million Six Hundred Forty-Seven Thousand Nine Hundred Four Dollars and Five Cents (\$27,647,904.05).
- 23. Owner shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.
- 24. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.
- 25. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
- Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.
- 27. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado

Community Development Agency

Transportation Division 2850 Fairlane Court

Placerville, CA 95667

Attn.: Andrew S. Gaber, P.E.

Deputy Director

Development/ROW/Environmental

County of El Dorado

Community Development Agency

Transportation Division 2850 Fairlane Court Placerville, CA 95667

Attn.: Gregory Hicks, P.E.

Senior Civil Engineer

Notices to Owner shall be addressed as follows:

or to such other location as County directs.

Lennar Homes of California, Inc. 1420 Rocky Ridge Drive, Suite 320

Roseville, CA 95661

Lennar Homes of Californa, Inc. 1420 Rocky Ridge Drive, Suite 320

Roseville, CA 95661

Attn.: Larry Gualco,

Vice President

Attn.: Eric Johnson

or to such other location as Owner directs.

- 28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/ Environmental, Community Development Agency, or successor.
- Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
- 30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Exhibit I

Community Development Agency

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

-- COUNTY OF EL DORADO--

Bv-	Ki	Y IXL	4
Бу	Picia	DV V	o e Kumo
	Chai	-	eerkanp

Dated: 2/1 /15

Board of Supervisors "County"

Attest:

James S. Mitrisin

Clerk of the Board of Supervisors

By: Malle Machand Deputy Clerk

Dated: 9/1/15

--LENNAR HOMES OF CALIFORNIA, INC .--

By: Larry Gualco

Vice President

"Owner"

By: [UWV UIIV Earl Keith

Vice President/
Division Controller

Dated: 4/8/15

Dated: 4/8/15

Notary Acknowledgment Attached

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner Carson Creek Unit 1 – Phase A-D, TM 04-1391R-2 AGMT 14-53941 Page 7 of 7

OWNER

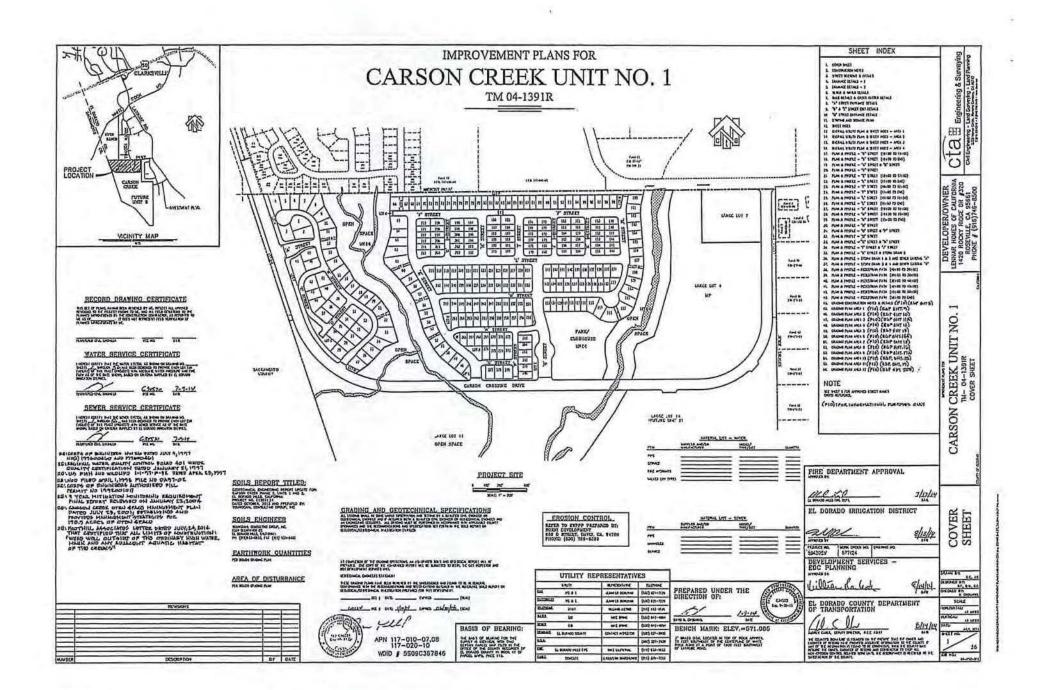
ACKNOWLEDGMENT

County of		-
On	before me,	(here insert name and title of the officer)
personally appo	eared	(here insert hame and title of the officer)
•		
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who proved to		factory evidence to be the person(s) whose name(s) ent and acknowledged to me that he/she/they execute
who proved to is/are subscrib	ed to the within instrume	
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

truthfulness, accuracy, or va	alidity of that docun	nent.	•
State of California County of Placer	} ss.		
On April 9, 2015	before me,	Monique Reynolds	, Notary Public,
personally appeared		and Earl Keith	
who proved to me on the name(s) is/are subscribed he/ske/they executed the his/he/their signatures(s) of which the person(s) acted, if I certify under PENALTY Of foregoing paragraph is true	to the within instance in his/his/then the instrument to executed the instruction of the	strument and acknowled eir authorized capacity he person(s), or the er ment.	edged to me that y(ies), and that by ntity upon behalf of
0 0. 0 .		*******	
WITNESS my hand and office of the company of the co	rolds	MONIQUE I COMM. # Notary Publi PLACER C My Comm. Exp.	REYNOLDS 1995824 m c-Callfornia COUNTY STORY NOV 24, 2816
•••••			•••••
	OPTIONAL INFO	ORMATION	
Date of Document	Carson Cree	J. CVA	
Type or Title of Document	Carson Cree	K SIA	
Number of Pages in Documen	t		



Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following improvements for Carson Creek Unit 1, Phase A - D, TM 04-1391 have been completed, to wit:

	Total Amount	Percent Complete	Re	maining Amount
Grading & Erosion Control Improvements	\$ 5,698,725.00	75%	\$	1,424,681.25
Streets & Miscellaneous Improvements	\$ 3,138,281.80	0%	\$	3,138,281.80
Storm Drain Improvements	\$ 797,898.30	30%	S	558,528.81
Sanitary Sewer Improvements	\$ 1,632,764.40	75%	\$	408,191.10
Water Improvements	\$ 967,324.00	50%	\$	483,662.00
Dry Utilities Improvements	\$ 3,139,473.00	0%	\$	3,139,473.00
Creek Crossings	\$ 5,633,160.00	10%	\$	5,069,844.00
Bond Enforcement (2%)	\$ 420,152.53	0%	\$	284,453.24
Construction Staking (4%)	\$ 840,305.06	0%	\$	568,906.48
Construction Management (10%)	\$ 2,100,762.65	0%	\$	1,422,266.20
Contingency (10%)	\$ 2,100,762.65	0%	\$	1,422,266.20
Inspection (4%)	\$ 840,305.06	0%	\$	568,906.48
Erosion Control/Fugitive Dust (6%)	\$ 337,989.60	0%	S	304,190.64
Total	\$ 27,647,904.05		S	18,793,651.19

I estimate the total cost of completing the improvements agreed to be performed by the Owner to be Twenty-Seven Million Six Hundred Forty-SevenThousand Nine Hundred Four Dollars and Five Cents (\$27,647,904.05).

I estimate the total cost of completing the remainder of the improvements to be Eighteen Million Seven Hundred Ninety-Three Thousand Six Hundred Fifty-One Dollars and Nineteen Cents (\$18,793,651.19) and the cost of the completed work to be Eight Million Eight Hundred Fifty-Four Thousand Two Hundred Fifty-Two Dollars and Eighty-Six Cents (\$8,854,252.86).

The Performance Bond is for the amount of Eighteen Million Seven Hundred Ninety-Three Thousand Six Hundred Fifty-One Dollars and Nineteen Cents (\$18,793,651.19), representing 100% of the Remaining Amount Total.

The Laborers and Materialmens Bond is for the amont of Thirteen Million Eight Hundred Twenty-Three Thousand Nine Hundred Fifty-Two Dollars and Three Cents (\$13,823,952.03), which is 50% of the Total Cost of the Improvements.

DATED: 3315

David K. Crosarfol, RCE 34520 CTA Engineering & Surveying 3233 Monier Circle

Rancho Cordova, CA 95742

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 4/30/2015

Andrew S. Gaber, P.E.

Deputy Director

Development/ROW/Environmental

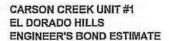
Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider Carson Creek Unit 1, Phase A-D, TM 04-1391

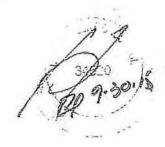
AGMT 14-53941 Certificate of Partial Completion

16-0182 A 54 of 67

Exhibit A Engineer's Cost Estimate







Item No.	Description GRADING & EROSION CONTROL	19	Quantity	Unit		Unit Price	Total Amoun
1	Clear & Grub	3	85	ac		\$2,500.00	\$212,500.0
2	Excavation		250,000			\$5.70	\$1,425,000.0
3	Place and Compact Existing Stockpile		75,000	cy		\$5.70	\$427,500.0
4	Import			су		\$20.35	
4	Finish Pads		131,000	cy	+	\$350.00	\$2,665,850.0 \$99,750.0
5	Erosion Control Measures and SWPPP Compliance		285				
7	Dust Control		285	lots		\$2,000.00	\$570,000.0
8			151.50 (7.7)			\$625.00	\$178,125.0
9	Roadway Sweeper Temporary Haul Road Bridge		60	Days		\$1,000.00	\$60,000.0
9	remporary Haul Road Bridge		1,	IS		\$60,000.00 Subtotal	\$60,000.0 \$5,698,725.0
	STREETS AND MISCELLANEOUS		1000000			54.55	
1	2" AC		50,120	sf		\$1.37	\$68,664.4
2	3" AC		348,819	sf		\$2.05	\$715,078.9
3	6" AB		50,120	sf		\$2.05	\$102,746.0
4	8" AB		348,819	sf		\$2.75	\$959,252.2
5	Type 1 Rolled Curb and Gutter		22,894	If		\$30.50	\$698,267.0
6	Type 2 Vertical Curb and Gutter		2,237	If		\$30.50	\$68,228.5
7	Type A1-150 Concrete Curb		1,860	If		\$15.25	\$28,365.0
8	4" PCC Sidewalk		65,341	sf		\$6.10	\$398,580.1
9	Extra for Handicap Ramp		32	ea		\$2,000.00	\$64,000.0
10	2" PVC Sleeve		875	If		\$10.00	\$8,750.0
11	4" PVC Sleeve		875	IF		\$12.00	\$10,500.0
12	Stop Sign w/Pavement Markings		4	ea		\$762.00	\$3,048.0
13	Street Signs		30	ea		\$406.40	\$12,192.0
14	Road Ends Sign (W-31)		12	ea		\$50.80	\$609.6
	***************************************					Subtotal	\$3,138,281.80
	STORM DRAIN						
15	12" SD HDPE		129	If		\$50.80	\$6,553.20
16	12" SD RCP CL IV		124	IF		\$55.00	\$6,820.00
17	18" SD HDPE		691	If		\$55.90	\$38,626,9
18	18" SD RCP CL IV		2,476	If		\$60.00	\$148,560.00
19	24" SD RCP CL IV	5	1,538	If		\$61.00	\$93,818.0
20	30" SD HDPE	*	203	Î		\$66.05	\$13,408.1
21	30" SD RCP CL IV		1,088	ĪF	(6)	\$70.00	\$76,160.00
22	36" SD RCP CL IV		1,232	If		\$95.00	\$117,040.00
22	48" SD RCP CL IV		900	1f		\$160,00	\$144,000.00
	Std. Type "B" DI		32	ea		\$1,016.00	\$32,512.00
	CalTrans Type "G-4" DI		14	ea		\$1,828.00	\$25,592.00
	Std. Granted Inlet		1	ea	*>	\$3,600.00	\$3,600.00
	48" SD Manhole		2	ea		\$3,048.00	\$6,096.00
120000	60" SD Manhole	**	- 1	ea		\$4,054.00	\$4,054.00
	84" SD Manhole		-	-	183	\$6,000.00	\$24,000.00
29	3' x 9' SD Junction Box		1. 4. 1	ea		\$12,000.00	\$12,000.00
			i.	ea		I designation the party of the con-	
30	9' x 10' SD Junction Box	18.		69		\$16,000.00	\$16,000.00
31	Std. Rock Outfall Protection T-504	-	6.	ea	(4)	\$1,500.00	\$9,000.00
32	Std. Rock Inlet Protection T-504		1	ea		\$1,500.00	\$3,000.00
33	T.V. Pipe Inspection	5	8,321	11		\$2.05	\$17,058.05
						Subtotal	\$797,898.30

3233 Morrer Circle * Rancho Cordova, CA 95742 * T 915) 638-0919 * F (916) 638-2479 (

Date Prepared 09/15/14

Exhibit A Engineer's Cost Estimate



CARSON CREEK UNIT #1 EL DORADO HILLS ENGINEER'S BOND ESTIMATE

Item No.	Description SANITARY SEWER			Quantity	Unit	Unit Price	Total Amour
34	6" PVC SDR-26			7,481	1f	\$50.00	\$374,050.0
35	8" PVC SDR-26):		If	\$55.00	
36				1,750	if	2 To 10 To 1	\$96,250.0
37	15" PVC SDR-26		(4)	2,335		\$85.00	\$198,475.0
	18" PVC SDR-26		100	647	1f	\$110.00	\$71,170.0
38	Std. 48" SS Manhole			35	ea	\$5,000.00	\$175,000.0
39	Extra for Lined 48" MH			12	ea	\$3,000.00	\$36,000.0
40	60" SS Manhole			20	ea	\$8,000.00	\$160,000.0
41	Extra for Lined 60" MH			20	ea	\$4,000.00	\$80,000.0
42	12" Force Main			1,389	If	\$61.00	\$84,729.0
43	4" Sewer Service			285	ea	\$900.00	\$256,500.0
44	4" BOV			1	ea	\$2,032.00	\$2,032.0
45	Backwater Valve			45	ea	\$500.00	\$22,500.0
46	SS Cleanout			4	ea	\$508.00	\$2,032.0
47	6" SS Bore and Jack			70	lf	\$350.00	\$24,500.0
48	8" SS Bore & Jack			70	If	\$350.00	\$24,500.0
49	TV Inspection			12,208	If	\$2.05	\$25,026.4
						Subtotal	\$1,632,764.40
			1				
1000	WATER			0.00		LONG STORY SECTOR	Table Sales
50	6" Line (including fittings)			323	lf	\$35.60	\$11,498.80
51	6" Cl. 350 Dl Line (including fittings)			72	If	\$50.00	\$3,600.00
52	8" Line (including fittings)			11.472	1f	\$40.65	\$466,336.8
53	8" Cl. 350 DI Line (including fittings)			1,198	If	\$55.00	\$65,890.00
54	8" Gate Valve			73	ea	\$1,200.00	\$87,600.00
55	1" Air Release Valve			6	ea	\$965.20	\$5,791.20
56	Fire Hydrant Assembly			21	ea	\$2,540.00	\$53,340.00
57	Services			285	ea	\$900.00	\$256,500.00
58	2° BOV			6	ea	\$711.20	\$4,267.20
59	Connect to Existing			5	ea	\$2,500.00	\$12,500.00
						Subtotal	\$967,324.00
	DRY UTILITIES		4		720	www.wif	The same of the VA
60	Joint Utility Trench			12,565	lf .	510.20	\$128,163.00
61	Utility Services			285	EA lot	\$8,128.00	\$2,316,480.00
62	Conduit + Service Boxes			285	EA lot	\$1,219.00	\$347,415.00
63	Wiring + Transformer			285	EA lot	\$1,219.00	\$347,415.00
						Subtotal	\$3,139,473.00
	15 - 1 - 25 S			v.		Total Direct Cost	\$15,374,466.50
	SOFT COSTS						*********
Α	Bond Enforcement Costs		÷		Direct		\$307,489.33
В	Construction Staking				Direct		\$614,978.66
C	Construction Management			10%		17	\$1,537,446.65
D	Contingency			10%			\$1,537,446.65
E	Inspection			4% E	Direct	<u>.</u>	\$614,978.66
						Total Soft	\$4,612,339.95
1						Total Estimated Cost_	\$19,986,806.45
4	W. L.	1 -0 1	6				
xue	well build	1-29-1	9				
DC-CDAS	TD: No Exceptions Taken				30	/: 1.	1
		and a supplement		21	1/1	1 0/.	/
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			FIF	Na Cuer	ann Tel	1/	1
			EIL	: No Except	uns rak	di	

3233 Monier Chole # Rancho Coldova, CA 95742 * T (916) 638-0919 * F (916) 638-2479 (

Data Prepared 09/15/14



ENGINEERING SOLLTIONS



CARSON CREEK UNIT 1 CREEK CROSSINGS **EL DORADO HILLS**

ENGINEER'S BOND ESTIMATE

Item No.	Description	Quantity	Unit:	Unit Price	Total Amount
1	Local Borrow	46,000	. cy	\$5.70	\$262,200.00
2	Crossing A (Con-Span B Series 36' Span x 8' Rise)	5,281	sf	\$120.00	\$633,720.00
3	Crossing B (O Series 55' Span x 8'-11 1/8" Rise)	14,121	sf	\$120.00	\$1,694,520.00
4	Crossing C (Bebo 2-48' Span x 13' Rise 1-60' Span x 17' Rise	25,356	sf	\$120.00	\$3,042,720.00
	Marine inclination Theorem, Africa days (4) Marine (4)	Total Es	timate	ed Direct Cost	\$5,633,160.00
A	Bond Enforcement Cost	2%			\$112,663.20
B	Construction Staking	4%			\$225,326.40
C	Construction Management	10%			\$563,316.00
D	Contingency	10%			\$563,316.00
Ē	Inspection	4%		-4	\$225,326.40
F	Erosion Control/Fugitive Dust	6%		1. 10	\$337,989.60
		Total	Estima	ted Soft Cost	\$2,027,937.60
		T	otal E	stimated Cost	\$7,661,097.60
			T		
	6	-	. 1968	-	
	Arene Thinks 1-79-15		,	- 2	
7	EDC ADA D. no exceptions taken			14	



Bond No. 914641

Premium \$75,175.00/annum

PERFORMANCE BOND AGREEMENT FORM

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and Lennar Homes of California, Inc., (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _______, 2015, and identified as project Carson Creek Unit 1 - Phases A-D TM 04-1391R-2 is hereby referred to and made part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and National Union Fire Insurance Company of Pittsburgh, PA, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of Eighteen Million Seven Hundred Ninety-Three Thousand Six Hundred Fifty-One Dollars and Nineteen Cents (\$18,793,651.19), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications

Performance Bond Agreement Form for Carson Creek Unit 1 – Phase A-D, TM 04-1391R-2 Page 1 of 2

accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

The state of the s	duly executed by the Principal and Surety above 2015.
"Surety" National Union Fire Insurance Company of Pittsburgh, PA	"Principal" Lennar Homes of California, Inc.
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	a California Corporation
By Mules	By John D
Jeans Law Attacass in East	Vice President 1420 Rocky Ridge Drive, Suite 320
Print Name	Roseville, CA 95661
	By Earl Keith Little
	Vice President/Division Controller

NOTARY ACKNOWLEDGMENTS ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other office individual who signed the doc truthfulness, accuracy, or valid	ument to which the	nis certificate is attached	
State of California			
County of Placer	} ss.		
OnApril 9, 2015	before me,	Monique Reynolds	_, Notary Public,
personally appeared	Larry Gualco	and Earl Keith	
who proved to me on the b name(s) is/are subscribed the/sixe/they executed the sa his/har/their signatures(s) on which the person(s) acted, ex I certify under PENALTY OF foregoing paragraph is true ar	o the within insome in his/his/r/the the instrument to ecuted the instrument to the	strument and acknowle eir authorized capacity he person(s), or the en- ment.	edged to me that (ies), and that by tity upon behalf of
WITNESS my hand and offici		MONIQUE RE	YNOLDS
Signature O My Commission Expires Nov.		Notary Public- PLACER CO My Comm. Exp. NO	California SUNTY SV 24, 2016
		TOWATION	
	OPTIONAL INFO	DRMATION	
Date of Document			
Type or Title of Document	Carson Cree	k Performance Bond	
Number of Pages in Document	-		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)	
County of Orange)	
OnAPR - 9 2015 before me,	Mechelle Larkin, Notary Public [Name of Notary Public and Title "Notary Public"]
personally appearedIrene Lau	ame(s) of Signer(s)]
subscribed to the within instrument and ack in his/her/their authorized capacity(ies), an the person(s), or the entity upon behalf of w	ory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same d that by his/her/their signature(s) on the instrument hich the person(s) acted, executed the instrument.
foregoing paragraph is true and correct.	under the laws of the State of California that the
MECHELLE LARKIN Commission # 2014388 Notary Public - California Orange County My Comm. Expires Mar 24, 2017	WITNESS my hand and official seal.
	Signature of Notary Public
Place Notary Seal Above	
	OPTIONAL
	this information can deter alteration of the document or f this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: <u>Irene Lau</u>	Signer's Name:
Corporate Officer – Title(s): Partner – Limited General Individual Attorney-in-Fact Trustee Guardian or Conservator Other:	Corporate Officer – Title(s): Partner – Limited General Individual Attorney-in-Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer is Representing:

Exhibit I

16-0182 A 61 of 67

Bond No.

914641

Premium

Incl. in Perf Bond

LABORERS AND MATERIALMENS BOND FORM

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and Lennar Homes of California, Inc., (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated ______, and identified as the Subdivision Improvement Agreement for Carson Creek Unit 1- Phase A-D, TM 04-1391R-2 between the County and the Developer, AGMT # 14-53941, and the Improvement Plans for Carson Creek Unit 1- Phases A-D, TM 04-1391R-2 are hereby referred to and made part hereof; and

WHEREAS, under the terms of said Agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we, the Principal and National Union Fire Insurance Company of Pittsburgh, PA (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of Thirteen Million Eight Hundred Twenty-Three Thousand Nine Hundred Fifty-Two Dollars and Three Cents (\$13,823,952.03), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Laborers and Materialmens Bond Form for Carson Creek Unit 1 - Phases A-D, TM 04-1391R-2 Page 1 of 2

In witness whereof, this instrument has been on amed, on April 9	duly executed by the Principal and Surety above, 2015.
"Surety"	"Principal"
National Union Fire Insurance Company of Pittsburgh, PA	Lennar Homes of California, Inc. a California Corporation
By	By Larry Gualco, Vice President 1420 Rocky Ridge Drive, Suite 320 Roseville, CA 95661
Print Name	
	By Earl Keith Vice President/Division Controller

NOTARY ACKNOWLEDGMENTS ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer of individual who signed the docur truthfulness, accuracy, or validities.	ment to which the	nis certificate is attached	
State of California			
County of Placer	} ss.		
On April 9, 2015	_ before me, _	Monique Reynolds	_, Notary Public,
personally appeared	Larry Gualco	and Earl Keith	
who proved to me on the base name(s) is/are subscribed to hte/ste/they executed the same his/hte/their signatures(s) on the which the person(s) acted, executed the same his/hte/their signatures(s) on the which the person(s) acted, executed the person signature of the same his/hte/ste/their signatures(s) on the which the person signature of the same his/hte/ste/their signatures (s) acted to head signature of the same his/hte/ste/their signatures (s) acted to head signature of the same his/hte/ste/their signatures (s) acted to head signature of the same his/hte/ste/their signatures (s) acted to head signatures (s) acted	the within inside in his/his/his/hth the instrument to cuted the instruit ERJURY under	strument and acknowle eir authorized capacity he person(s), or the en ment.	edged to me that (ies), and that by tity upon behalf of
WITNESS my hand and official My Commission Expires Nov. 2	olds	MONIQUE COMM Notary F PLACE My Comm.	UE REYNOLDS 1. #1995824 m Public-California SER COUNTY SEXP. NOV 24, 2016
	OPTIONAL INFO	DRMATION	
Date of Document			
Type or Title of Document	Carson Cree	k Labor and Material Bond	
Number of Pages in Document	1		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)	
County of Orange)	
OnAPR - 9 2015 before me,	Mechelle Larkin, Notary Public [Name of Notary Public and Title "Notary Public"]
personally appearedIrene Lau	lame(s) of Signer(s)]
subscribed to the within instrument and ack in his/her/their authorized capacity(ies), an	ory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same and that by his/her/their signature(s) on the instrument which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that the
MECHELLE LARKIN Commission # 2014388 Notary Public - California Orange County My Comm. Expires Mar 24, 2017	WITNESS my hand and official seal.
	Signature of Notary Public
Place Notary Seal Above	
	OPTIONAL
	this information can deter alteration of the document or fithis form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Irene Lau	Signer's Name:
Corporate Officer – Title(s): Partner – Limited General Individual Attorney-in-Fact Guardian or Conservator Other:	Corporate Officer – Title(s): Partner – Limited General Individual Attorney-in-Fact Trustee Guardian or Conservator Other:
Signer Is Representing:	Signer is Representing:

Exhibit I

16-0182 A 65 of 67

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.

Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 27956

No. 05-B-34748

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Irene Lau, Kathy R. Mair, Mechelle Larkin, Stephanie Banh: of Irvine, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents.

this 5th day of November, 2014





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Michael Yang, Vice President

STATE OF NEW YORK } STATE OF NEW YORK } ss.

On this 5th day of November, 2014 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing insturment and affixed the seals of said corporations thereto by authority of his office.

Zuliana Hallenbeck

JULIANA HALLENBECK

Notary Public - State of New York
No. 01HA6125871
Qualified in Bronx County
My Commission Expires April 18, 2017

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



APR - 9 2015

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Ditter:

Denis Butkovic, Secretary

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