

CONTRACT ROUTING SHEET

Date Prepared: January 26, 2016

Need Date: February 1, 2016

PROCESSING DEPARTMENT:

Department: CDA/Development Services

Dept. Contact: Char Tim

Phone #: X5351

Department _____

Head Signature: 

CONTRACTOR:

Name: Not Applicable

Address: _____

Phone: _____

CONTRACTING DEPARTMENT: CDA/Development Services Division

Service Requested: Review of Ordinance approving Development Agreement (Dixon Ranch)

Contract Term: NA Contract Value: \$0.00

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 2/2/16 By: D. Livingston 

Approved: _____ Disapproved: _____ Date: _____ By: _____

*NOTE: MULTIPLE READINGS ARE NOT REQUIRED BECAUSE THE ORDINANCE CAN ONLY BE ADOPTED AFTER A NOTICED PUBLIC HEARING. (SEE GOVERNMENT CODE § 65867 AND § 25131.)

2016 JAN 26 PM 2: 26
DORADO COUNTY COUNCIL

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: N/A Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

NOT APPLICABLE

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: N/A Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

CONTRACT ROUTING SHEET

Date Prepared: January 24, 2017

Need Date: January 30, 2017

PROCESSING DEPARTMENT:

Department: CDA/Development Services
Dept. Contact: Char Tim
Phone #: X5351
Department
Head Signature: *Roger Hunt* x5369

CONTRACTOR:

Name: Not Applicable
Address: _____
Phone: _____

CONTRACTING DEPARTMENT: CDA/Development Services Division

Service Requested: Review of Development Agreement for Dixon Ranch (DA14-0001)
Contract Term: NA Contract Value: \$0.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 2/2/17 By: D. LIVINGSTON
Approved: _____ Disapproved: _____ Date: _____ By: _____

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: N/A Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

NOT APPLICABLE

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: N/A Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



ORDINANCE NO.

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT DA14-0001 BETWEEN THE COUNTY OF EL DORADO AND DIXON RANCH VENTURES LLC FOR THE 280.27 ACRE SITE IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 126-020-01, 126-020-02, 126-020-03, 126-020-04, AND 126-150-23

WHEREAS, Government Code Section 65864 et seq. and El Dorado County Ordinance Code Chapter 130.58 authorize the County of El Dorado (the "County") to enter into binding development agreements with any person or persons having a legal or equitable interest in real property for the development of such property;

WHEREAS, Dixon Ranch Ventures LLC owns that certain real property consisting of approximately 280.27 acres of undeveloped land within El Dorado County, identified as Assessor's Parcel Numbers 126-020-01, 126-020-02, 126-020-03, 126-020-04, AND 126-150-23 (the "Subject Property"), for which the County previously approved a General Plan amendment (A11-0006), rezone (Z11-0008), planned development (PD11-0006) and tentative subdivision map (TM11-1505);

WHEREAS, Dixon Ranch Ventures LLC filed an application with the County for a development agreement regarding development of the Subject Property;

WHEREAS, following a duly noticed public hearing on January 14, 2016 the Planning Commission of the County of El Dorado recommended that the Board of Supervisors adopt the Development Agreement, a copy of which is attached hereto as Exhibit A;

WHEREAS, said matter was set for a public hearing by the Board of Supervisors for the County of El Dorado on March 8, 2016 to consider the Development Agreement, at which hearing the Planning Commission's recommendation and other evidence, both oral and documentary, were received and considered; and

WHEREAS, upon conclusion of the public hearing, the Board of Supervisors for the County of El Dorado voted to approve the Development Agreement and authorize the Chairman to sign the Development Agreement following adoption of this Ordinance.

THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO DOES ORDAIN AS FOLLOWS:

Section 1.

The Board of Supervisors of the County of El Dorado hereby finds and determines that the Development Agreement:

1. Is consistent with the objectives, policies, general land uses and programs specified in the County General Plan;

2. Will not be detrimental to the health, safety and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the County as a whole;
3. Will not adversely affect the orderly development of property or the preservation of property values;
4. Is consistent with the provisions of Government Code Sections 65864 through 65869.5; and
5. Includes a subdivision that is able to provide sufficient water to serve the project based on the water supply assessment prepared in accordance with Water Code Section 10910, consistent with the provisions of Government Code Section 66473.7.

Section 2. The Board of Supervisors of the County of El Dorado hereby approves the Development Agreement between the County of El Dorado and Dixon Ranch Ventures LLC and authorizes the Chair of the Board of Supervisors to execute the Development Agreement in the form attached hereto as Exhibit A. Pursuant to Government Code section 65868.5, within ten (10) days after full execution of the Development Agreement by all parties, the Clerk of the Board of Supervisors shall record the Development Agreement with the Recorder of the County of El Dorado.

Section 3. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4. This ordinance shall take effect and shall become effective thirty (30) days following the adoption hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the ____ day of _____, 20__, by the following vote of said Board:

Attest:	Ayes:
James S. Mitrisin	Noes:
Clerk of the Board of Supervisors	Absent:

By: _____
Deputy Clerk
Chair, Board of Supervisors

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

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

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §27383

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

**COMMUNITY BENEFIT AND
DEVELOPMENT AGREEMENT**

BY AND BETWEEN

COUNTY OF EL DORADO

AND

DIXON RANCH VENTURE, LLC

Effective Date: _____, 2017

**Community Benefit and Development Agreement
Between the County of El Dorado and
Dixon Ranch Venture, LLC
For the Development Known as
the Dixon Ranch Residential Project**

This Community Benefit and Development Agreement (hereinafter “**Agreement**”) is made and entered into this ___ day of _____, 2017, by and between the **County of El Dorado** (hereinafter “**County**”) and **Dixon Ranch Venture, LLC** (hereinafter “**Developer**”), pursuant to the authority of Sections 65864 through 65896.5 of the California Government Code and Chapter 130.58 of the County's Ordinance Code relating to development agreements.

Recitals

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

A. The County of El Dorado, a semi-rural County located in the Sacramento metropolitan region, prides itself on providing a high quality of life to its residents. The County strives to balance the need for a healthy, diverse economy, including a wide variety of commercial and retail opportunities, and adequately financed and maintained infrastructure, with a healthy, sustainable, natural environment.

B. The El Dorado Hills area has been identified by the County for many years as one of the primary areas affording an opportunity for providing residential development to serve the County’s current and future growth.

C. Developer is in the business of developing residential communities in Northern California. The Developer has an equitable interest in approximately 280 acres of real property which is commonly known as the Dixon Ranch Property (the “**Property**”). The Property is located within the El Dorado Hills area of the County south of Green Valley Road and immediately between the Highland View and Green Springs Ranch communities. The Property is located within an area of the County designated as Community Region in the County’s General Plan.

D. Developer submitted a proposal to build approximately 604 residential units (in addition to retaining one existing residence, for a total of 605 residential units) on the Property, which includes 160 units designated as age restricted (Active Adult – 55 years old minimum) (the “**Project**”). The Property consists of 280 acres, El Dorado County Assessor’s Parcel Nos.126-020-01 through 04 and 126-150-23.

E. The Conditions of Approval for the Project provide that the Project shall be developed in two phases in order to ensure compliance with the County’s policies relating to the preservation of oak trees or mitigation for oak tree impacts resulting from the Project. It has been demonstrated to the satisfaction of the County that the first phase of the Project (which includes 410 new residential units and the retained residence (“**Phase 1**”)) can be constructed consistent with the County’s existing policies regulating oak tree

impacts, but the second phase (which includes 194 new residential units (“Phase 2”)) cannot proceed until such time as the County has adopted policies, as provided in the County’s General Plan, allowing for the utilization of offsite mitigation or the payment of impact fees, or otherwise amends its oak tree conservation policies to allow for offsite mitigation techniques and removal of oak tree canopy beyond 10%, and that oak tree impacts also are otherwise mitigated for in accordance with the mitigation measures contained within the approved Project Environmental Impact Report. The intent of this Agreement is that at such time as the County adopts a policy consistent with the provisions of General Plan Policy 7.4.4.4, Developer may submit a plan for Phase 2 of the Project consistent with the policy so adopted and the Conceptual Development Plan, as discussed below.

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

G. County hired a consultant to prepare an Environmental Impact Report (State Clearinghouse #2012062023) for the Project. The public comment period for the Environmental Impact Report ran from November 9, 2014 to February 9, 2015. On January 14, 2016, the County Planning Commission considered the EIR and the Project and, after having conducted duly noticed public hearings, recommended certification of the EIR and approval of the Project to the County Board of Supervisors. On _____, 2017, the County Board of Supervisors held duly noticed public hearings on the Project. At the conclusion of these hearings, the County Board of Supervisors, after making specific findings, certified the EIR, made a Statement of Overriding Considerations, and adopted the Mitigation Monitoring and Reporting Program (MMRP) for the Project, and approved the Project consisting of a General Plan Amendment to a mix of High Density, Medium Density, Low Density Residential and Open Space, Rezoning to a mix of R1, R1A, R3A, RE-5, RF and OS Planned Development, a Development Plan and tentative map for Phase 1 of the Project, a Conceptual Development Plan for Phase 2 of the Project and certain Design Waivers.

H. On _____, 2017, the Board of Supervisors introduced Ordinance No. ___ approving this Agreement and authorizing its execution, and adopted such Ordinance on _____, 2017, with the Effective Date as set forth in Section 1.2.

Definitions

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

A. “Affordable Housing Fee” has the meaning described in Section 3.2.4.

- B. "Agreement" means this Community Benefit and Development Agreement.
- C. "Applicable General Plan" means the County's General Plan, adopted on July 19, 2004, as amended through _____ (insert date DA is approved by Board), 2017.
- D. "CIP" means that list of projects contained within the County of El Dorado Department of Transportation Capital Improvement Program, as adopted by the Board of Supervisors and as may be updated and amended from time to time by the Board.
- E. "Conceptual Development Plan" means the plan for Phase 2 of the Project, as depicted in the attached Exhibit 1, which may be adjusted as necessary to achieve conformance with the policies currently being considered and ultimately approved by the County pursuant to General Plan Policy 7.4.4.4.
- F. "Conditions of Approval" mean the requirements placed on the Project Approvals as conditions to development of the Project. A copy of the Conditions of Approval is attached as Exhibit 2.
- G. "County" means the County of El Dorado.
- H. "County-Wide Benefit Fee" has the meaning described in Section 3.2.1.
- I. "CSD" has the meaning described in Section 3.2.2.
- J. "Developer" means Dixon Ranch Venture, LLC, or its successors in interest.
- K. "Effective Date" has the meaning described in Section 1.2.
- L. "EIR" means Final Environmental Impact Report for the Dixon Ranch, State Clearinghouse No. 2012062023, certified by the Board of Supervisors on _____, 2017.
- M. "Mitigation Measures" mean the requirements placed on the Property to cure or lessen the environmental impacts of the Project as identified in the analysis of the Project done in the EIR. The Mitigation Monitoring and Reporting Program adopted with the Project is attached as Exhibit 3.
- N. "PFFP" means the Dixon Ranch Public Facilities Financing Plan.
- O. "Phase 1" has the meaning described in Recital E.
- P. "Phase 2" has the meaning described in Recital E.
- Q. "Property" means the property commonly known as the Dixon Ranch Property, currently identified as El Dorado County Assessor's Parcels No. 126-020-01 through 04 and 126-150-23. A map showing the location and boundaries of the

Property is attached as Exhibit 4, and the legal description describing the Property is attached as Exhibit 5.

- R. “Project” means the Dixon Ranch Project as described in the Recitals, including the tentative map for Phase 1 and the Conceptual Development Plan for Phase 2 of the Project.
- S. “Project Approvals” mean the development approvals and entitlements set forth in Section 2.1.
- T. “Traffic Impact Mitigation Fee Program” or “TIM Fee Program” means that program wherein fees are charged by the County on new development for the purpose of funding the construction of road improvements identified in the County CIP.
- U. “Trans 5 Improvements” has the meaning described in Section 3.3.2.

SECTION 1. - GENERAL PROVISIONS

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

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

1.3. Term. The term of this Agreement is twenty years, commencing on the Effective Date. The expiration date for the tentative maps for Phase 1 and any subsequently approved tentative maps for the Project, shall be extended for the term of this Agreement.

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

1.4.1. Expiration of the twenty (20) year term;

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

1.4.3. The effective date of a party’s election to terminate the Agreement as provided in Section 5.2 of this Agreement.

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

1.5. Interest of Developer. Developer represents that it has a controlling interest in the Property and that all other persons or entities holding legal or equitable interests in the Property are to be bound by this Agreement.

1.6. Covenants Running With the Land. Any successors in interest to the County or Developer shall be subject to the provisions set forth in Government Code Sections 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and every portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 2.4, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by Developer in writing pursuant to Section 1.7.

1.7. Right to Assign; Non-Severable Obligations.

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

1.7.2. The obligations and conditions set forth in this Agreement are not severable, and any sale of the Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever the obligations and/or conditions shall be a nullity and shall have no force or effect.

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

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

1.10. Modification to the Project Approvals. Developer may apply, in writing, to modify the Project Approvals or the Conceptual Development Plan for Phase 2. Such modification may be processed without any amendment to this Agreement, if the County, in its sole discretion, determines that the requested modification (1) is consistent with this Development Agreement, (2) does not alter this Agreement’s term, provisions for

reservation and dedication of land, or monetary contributions, (3) does not substantially alter the permitted uses, density or intensity of use, and (4) is consistent with the Applicable General Plan. If the County determines that the requested modification is inconsistent with this Agreement, alters its term or substantially alters its uses, the modification will not be processed without processing a concurrent amendment to this Agreement in accordance with Section 1.8.

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

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

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

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

Notice to the County: County of El Dorado
2850 Fairlane Court
Placerville, CA 95667
Attn: Director of Development Services

Notice to Developer: Dixon Ranch Ventures, LLC
12647 Alcosta Blvd., Suite 470
San Ramon, CA 94583
Attn: Russell K. Schaeffer

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

1.16. List of Exhibits.

- Exhibit 1: Conceptual Development Plan for Phase 2
- Exhibit 2: Conditions of Approval
- Exhibit 3: Mitigation Monitoring and Reporting Program
- Exhibit 4: Property Map
- Exhibit 5: Property Legal Description
- Exhibit 6: Land Use Exhibit for Phase 1
- Exhibit 7: Green Valley Road Corridor Improvement List and Cost Estimate
- Exhibit 8: Dixon Ranch Public Facilities Financing Plan

SECTION 2. - DEVELOPMENT OF THE PROPERTY

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

2.1.1. The General Plan Amendments (A11-0006), Rezones (Z11-0008) and Planned Development (PD11-0006) approved by the County; and

2.1.2. The Planned Development Site Plan for Phase 1 of the Project, together with the Tentative Map for Phase 1 (TM11-1505); and

2.1.3. The Conceptual Development Plan for Phase 2 of the Project; and

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

2.1.5. Any subsequent approvals including a Planned Development Site Plan and any tentative maps implementing the Conceptual Development Plan for Phase 2 of the Project, as more specifically discussed below, shall, upon such approvals, be deemed Project Approvals.

2.2. Conceptual Development Plan for Phase 2. As shown on the proposed Conceptual Development Plan (attached hereto as Exhibit 1), Phase 2 of the Project contemplates development of 194 residential lots that would result in removal of more than 10% of the oak canopy present on the Property. As such, Phase 2 of the Project is inconsistent with "Option A" of the County's General Plan Policy 7.4.4.4. Currently, "Option B," payment of an in-lieu fee, is not available; therefore, development of Phase 2 of the Project in accordance with the proposed Conceptual Development Plan is not possible under existing General Plan oak policies and ordinances. The Parties acknowledge that the County is in the process of reviewing and considering amendments and revisions to the County's General Plan Biological Policies related to management of and mitigation for biological resource impacts, including impacts to oak woodlands, and implementation of the Oak Woodland Management Plan and specifically in relation to Option B of General Plan Policy 7.4.4.4 (in-lieu fee option). If the County adopts an Option B that provides for offsite mitigation through, for example, a fee program or dedication of offsite preserves, or otherwise amends its oak tree conservation policies to allow for offsite

mitigation techniques and removal of oak tree canopy beyond 10%, development of Phase 2 in accordance with the proposed Conceptual Development Plan may be possible, provided Developer complies with the policies and programs ultimately adopted by the Board of Supervisors.

In the event of such action by the Board of Supervisors, Developer intends to submit to the County an application for a Planned Development Site Plan and tentative map for Phase 2 to permit development of 194 additional residential units, as shown on the attached Conceptual Development Plan. Provided the Planned Development Site Plan and tentative map comply with such later adopted oak tree policies and provide for retention of oak woodlands in an amount not less than that shown on the Conceptual Development Plan, Developer shall be entitled to have such applications decided by the County in accordance with the County rules, regulations, policies, standards, specifications and ordinances, including the zoning ordinance, in effect on the date of adoption of the ordinance for this Agreement, provided that Developer is not in default under this Agreement. In accordance with Government Code Section 65866 and County Ordinance Code Section 130.58.090, however, nothing herein shall be construed to prevent the County from denying or conditionally approving any subsequent development project applications as required by the aforementioned rules, regulations, policies, standards, specifications and ordinances, including the zoning ordinance. If approved, the Planned Development Site Plan and Tentative Map for Phase 2 shall constitute "Project Approvals" in accordance with Section 2.1.5 above. To the extent that any changes to the Conceptual Development Plan are required by the aforementioned rules, regulations, policies, standards, specifications and ordinances and such changes result in impacts not analyzed in the EIR, Developer understands and agrees that additional environmental analysis may be required for Phase 2 of the Project.

2.3. Consistency with the General Plan. The County finds that the provisions of this Agreement and the development of the Property are consistent with and conform to the 2004 General Plan of the County of El Dorado, as amended through the adoption of the ordinance for this Agreement ("**Applicable General Plan**").

2.4. Vested Rights of the Developer. Developer shall have the vested right to develop the Property in accordance with the Project Approvals described in Section 2.1 above and the provisions of Section 2.2 above, and in conformity with the County rules, regulations, policies, standards, specifications and ordinances, including the zoning ordinance, in effect on the date of adoption of the ordinance for this Agreement, provided that Developer is not in default under this Agreement. The vested right to proceed with the Project shall be subject to any subsequent discretionary approvals required in order to complete the Project provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the land for the uses and to the density or intensity of development or rate or timing of development set forth in this Agreement and the Project Approvals.

2.5. Rights Retained by the County. Notwithstanding any other provisions of this Agreement, including the vesting granted by Sections 2.1 and 2.2, the following regulations and provisions shall apply to the development of the Property:

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

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

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

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

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

2.5.6. Any fees, taxes, assessment, and charges which are in effect and collected at the time of the approval of a subsequent entitlement or the issuance of a Building Permit, as provided in this Agreement or as generally applicable throughout the County, including but not limited to impact fees, provided that such fees, taxes and assessments apply to all similar private projects within the County and are reasonably related to the cost of the facility or service for which the fee or assessment is imposed. For any fees that are assessed by zone or area, "similar private projects" will mean projects in the same zone or area as the Project.

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

SECTION 3. - OBLIGATIONS OF THE PARTIES

3.1. Property Development. The Property shall be developed in accordance with the Project Approvals described in Section 2.1 above and the provisions of Section 2.2 above.

3.2. Developer Obligations Conferring County-Wide Benefit. The following obligations of Developer are provided as consideration for County entering into this Agreement and are considered county-wide benefits.

3.2.1. County-Wide Benefit Fee. Developer agrees that a fee will be collected at the time of the issuance of each residential building permit within the Project (“**County-Wide Benefit Fee**”). The revenue generated through collection of the County-Wide Benefit Fee shall be deposited and utilized by the County for any purpose as determined in the sole discretion of the County Board of Supervisors. For each residential building permit, the County-Wide Benefit Fee (1) for all 239 Village Small Lots and Village Large Lots in Phase 1 of the Project, as shown in Exhibit 6, attached hereto, shall be Two Thousand Dollars (\$2,000); (2) for the remaining 171 residential lots in Phase 1 of the Project shall be Five Thousand Five Hundred Dollars (\$5,500); and (3) for all 194 residential lots in Phase 2 of the Project shall be Six Thousand Six Hundred Ninety-Eight Dollars and Forty-Six Cents (\$6,698.46), with each fee above subject to annual adjustment on January 1 of each year for inflation as calculated under the Engineering News-Record National Construction Cost Index. The County shall grant credit for such payments against any development based fees and charges adopted by the County subsequent to this Agreement, as they relate solely to similar private projects, that provide any county-wide benefits and to which Section 2.5.6 applies. The obligations under this Section 3.2.1 shall survive expiration of the twenty (20) year term of this Agreement.

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

3.2.3. Public Services Funding. Developer shall, with cooperation from the County, form a Community Facilities District which shall provide for an annual special tax in the amount of Two Hundred and Thirty-One Dollars (\$231) per residential unit. This special tax shall be utilized for the enhancement of public services and facilities provided by the County to offset any negative impact the Project may have on such services or facilities, to address a projected revenue shortfall for the County to provide essential services as the result of the project and identified in the Fiscal Impact Analysis. The special tax shall be retained by the County and deposited in appropriate fund(s) to enhance said services.

3.2.4. Affordable Housing Fee. Developer agrees that a fee will be collected at the time of the issuance of each residential building permit within the Project (“**Affordable Housing Fee**”). A portion of the revenue generated through collection of the Affordable Housing Fee may be used by the County for the purpose of financing studies or the development of a program for the provision of affordable housing within the County, and/or for the construction or other contribution towards creating housing in the County affordable to moderate income earners (defined in the Housing Element of the County’s General Plan as earners with annual incomes greater than 80% but no more than 120% of the County average median income). For each residential building permit, the

Affordable Housing Fee shall be Five Hundred Dollars (\$500), subject to annual adjustment on January 1 of each year for inflation as calculated under the Engineering News-Record National Construction Cost Index. The County shall grant credit for such payments against any fees, taxes, assessment, and charges related to affordable housing to which Section 2.5.6 applies. The obligations under this Section 3.2.4 shall survive expiration of the twenty (20) year term of this Agreement.

3.3. Developer Obligations Conferring a Community Benefit. As additional consideration for County entering into this Agreement, Developer agrees to provide the following improvements, which provide a community benefit within the El Dorado Hills/Rescue area of the County.

3.3.1. Green Valley Corridor Improvements. The County caused to be performed a *Green Valley Road Corridor Analysis Report*, which identified a number of improvements on and along Green Valley Road which would make the roadway safer for motorists, bicyclists and pedestrians. Developer agrees to pay County the sum of Four Hundred and Twenty-Six Thousand Dollars (\$426,000), which is the estimated cost of designing and constructing those improvements identified in Exhibit 7, attached hereto. The payment of such funds shall occur prior to the first residential building permit being finalized within the Project.

3.3.2. Green Valley Road/Trans 5 Improvements. The Draft EIR identified Mitigation Measure Trans 5 requiring the payment of TIM fees towards the installation of an additional through lane in each direction along Green Valley Road at the intersection of Green Valley Road and El Dorado Hills Boulevard/Salmon Falls Road. To alleviate this existing condition and provide further mitigation for the Project, Developer shall advance the construction of those improvements called for in Mitigation Measure Trans 5 in the EIR. The construction of such improvements shall be substantially completed to the satisfaction of the County Transportation Division to allow use of the roadway by the public, before the first residential building permit, other than those for model homes, being issued within the Project.

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

3.3.3.1 Village Park and Public Trail Improvements. Developer agrees that improvements to the "Village Park" in Phase 1 of the Project, together with public trail improvements, estimated to cost approximately Three Million Five Hundred Thousand Dollars (\$3,500,000), shall be constructed by Developer as part of Phase 1 of the Project and that the total cost of such improvements shall be a credit against park fees charged at the time of building permit issuance.

3.3.3.2 Land Dedications. Developer shall dedicate the land for the Village Park, and those areas depicted in the Project Approvals as public trails, which together with the private park facilities associated with the age restricted portion of the

Project fully satisfies the Quimby Act obligations of the entire project. Accordingly, no further park dedications will be required of Phase 2 of the Project.

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

3.4. TIM Fee Credit/ Reimbursement. With respect to the Trans 5 Improvements and any other offsite roadway improvements undertaken by Developer, including those in Section 3.3.1, and which are included in the County's TIM Fee Program, the Parties will enter into a credit and/or reimbursement agreement providing the means and timing by which Developer will be provided credit and/or reimbursement for such improvements. County agrees that the advancement of the Trans 5 Improvements and any other offsite improvements within the TIM Fee Program may be a significant benefit to the community and accordingly acknowledges that, in addition to the standard reimbursement provisions provided for in the County's TIM Fee Reimbursement Guidelines, Developer may be eligible for credits against TIM fees payable at the time of the issuance of building permits. The amount of such credits would be that portion of the TIM fee which is allocated to local improvements (net of the Silva Valley Interchange set-aside and funds allocated to the State Highway system) up to the total amount of the actual costs of the creditable/reimbursable improvements.

3.5. Age-Restricted Lots Reduced TIM Fees. County agrees that those portions of the Project which are designated as age restricted lots shall be entitled to reduced school fees and TIM fees based on their reduced impacts, consistent with the adopted TIM fee program in effect at the time of building permit issuance. Should El Dorado County discontinue the age restricted TIM fee program, the County will allow a TIM fee reduction for the age restricted development as defined in the current TIM fee Resolution 21-2012 which sets the fee at 38 percent of the fee for single family housing.

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

3.7. Connection to Public Improvements. County shall cooperate with Developer to connect, through the issuance of appropriate encroachment permits or cooperation with

other agencies providing services, any improvements constructed under the Development Plan to existing or newly constructed public improvements, provided the costs of such connections are borne by Developer.

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

3.9. Public Financing. County agrees to cooperate with Developer in the formation and implementation of public financing districts or areas of benefit, such as, a Community Facilities District or Statewide Community Infrastructure Program districts, as provided in the *Dixon Ranch Public Facilities Financing Plan*, attached hereto as Exhibit 8 (the "PFFP"). County and Developer shall use their best efforts to cause to be formed any such financing district(s) provided that such formation is consistent with the criteria set forth in the PFFP and applicable County ordinances or adopted policies regulating such matters. County agrees that any credits or reimbursements owed to Developer shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with any special taxes or bond proceeds.

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

SECTION 4. - ANNUAL REVIEW

4.1. Annual Review. During the term of this Agreement, the County shall, once every calendar year, review the extent of good faith compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code section 65865.1. This review shall be conducted pursuant to Section 130.58 of the County Ordinance Code.

SECTION 5. - DEFAULT, ENFORCEMENT AND REMEDIES

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

5.2. Default. Failure or delay by either party to perform any term or provision of this Agreement shall constitute a default, provided, however, the default by any successor in interest of Developer to whom Developer has assigned development rights pursuant to Section 1.7, shall not be considered a default by Developer or by any other successor in interest of Developer. The County may institute proceedings pursuant to this Section against any individual defaulting party. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give

the other party not less than sixty (60) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any sixty (60) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

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

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

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

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

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

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

SECTION 6 – HOLD HARMLESS AND INDEMNIFICATION

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

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

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

6.2. No Liability for Acts of Developer.

6.2.1. It is expressly understood that the development of the Project is an undertaking that may create for Developer liability to third parties including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of buildings, building contractors and subcontractors, and suppliers. Developer understands and agrees that the County would not execute this Agreement if, in so doing, it created for the County any liability to any third party. Consequently, Developer, and its successors, heirs and assigns agree to defend, indemnify and hold harmless the County, and its officers, agents, and employees from any claim or injury to person or property arising out of or relating to this Agreement or the operations of Developer in the development of the Project under the terms of this Agreement.

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

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

6.3. Duty to Defend Challenges to this Agreement.

6.3.1. The Parties recognize that there may be third party challenges to this Agreement, relative to the procedure used to adopt it or the contents of it.

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

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

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

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

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

DEVELOPER:

Dixon Ranch Venture, LLC

By: _____

Name: _____

Title: _____

COUNTY:

El Dorado County

By: _____

Name: _____

Title: _____

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

By: _____

APPROVED AS TO FORM:
Michael J. Ciccozzi
County Counsel

By: _____
David A. Livingston
Chief Assistant County Counsel

CONCEPTUAL LAND USE EXHIBIT DIXON RANCH - PHASE 2

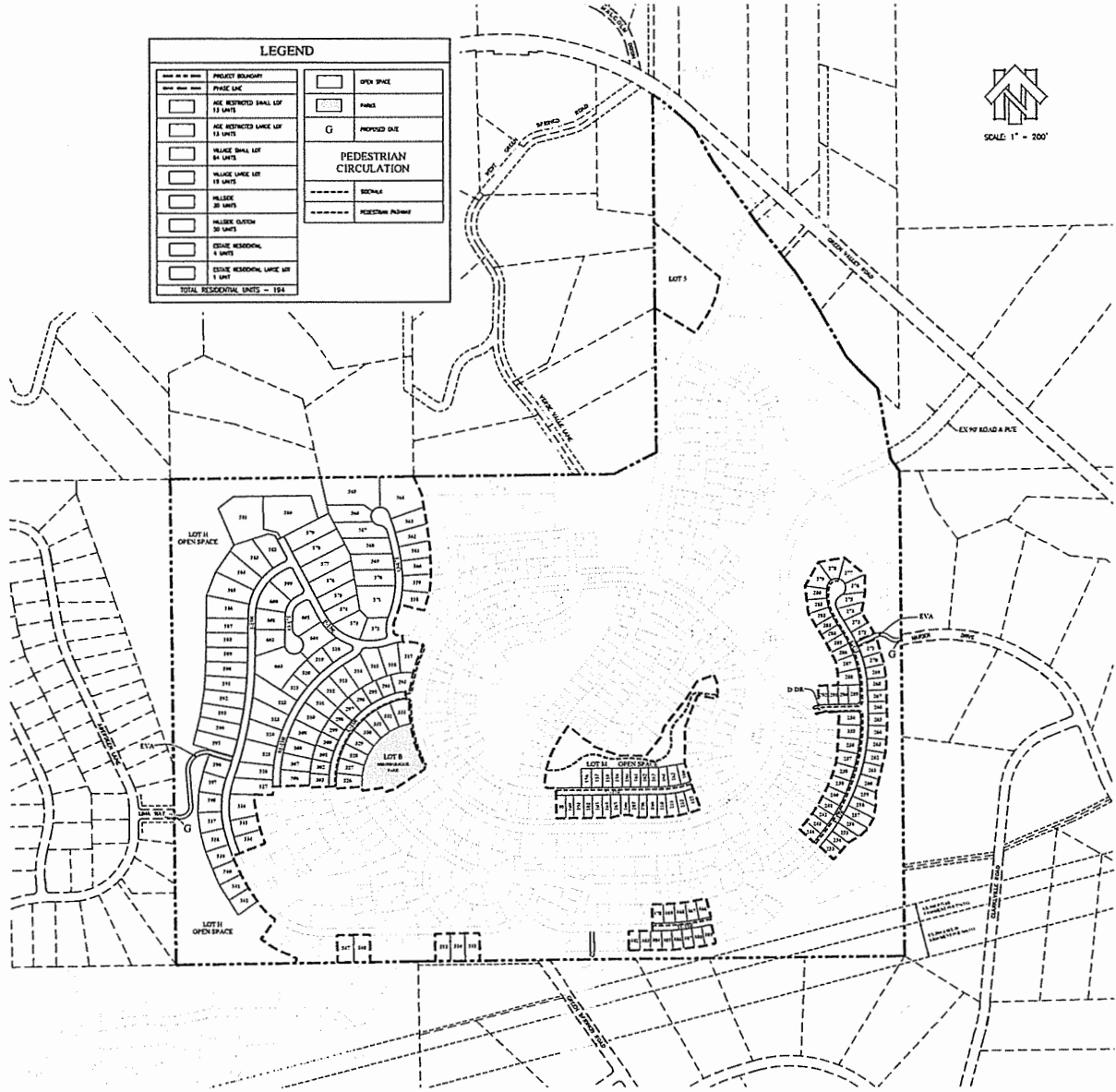
Exhibit I

COUNTY OF EL DORADO

NOVEMBER, 2015

STATE OF CALIFORNIA

LEGEND	
-----	PROJECT BOUNDARY
-----	PHASE LINE
[Symbol]	AGE RESTRICTED SMALL LOT 13 UNITS
[Symbol]	AGE RESTRICTED LARGE LOT 13 UNITS
[Symbol]	MIXED SMALL LOT 24 UNITS
[Symbol]	MIXED LARGE LOT 13 UNITS
[Symbol]	MIXED 20 UNITS
[Symbol]	MIXED CLUSTER 30 UNITS
[Symbol]	ESSEX RESIDENTIAL 8 UNITS
[Symbol]	ESSEX RESIDENTIAL LARGE LOT 1 UNIT
TOTAL RESIDENTIAL UNITS = 194	
[Symbol]	OPEN SPACE
[Symbol]	PARKS
G	PROPOSED GLE
PEDESTRIAN CIRCULATION	
[Symbol]	BIOWALK
[Symbol]	PEDESTRIAN PATHWAY



A11-0006/Z11-0008/PPD11-0006/TM11-1505/DA14-0001/Dixon Ranch – As recommended by the Planning Commission on January 14, 2016

Conditions of Approval

Planning Services:

1. The Development Plan, Tentative Subdivision Map, and Design Waivers, are based upon and limited to compliance with the project description, the hearing exhibits marked Exhibits F through H1-3, M, O through S, U, and W, and the conditions of approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

The project consists of the following:

- A. Development Plan for the proposed subdivision with modifications to One-family Residential (R1), One-acre Residential (R1A), Single Family-Three acre (R3A), Estate Residential-Five acre (RE-5), Recreational Facilities (RF), and Open Space (OS) Zone District development standards including minimum lot size/parcel area, minimum parcel width, maximum building coverage, setbacks, and building height consistent with Exhibits G1-2;

The Village Park will be approved as part of the development plan and will be subject to approval by the El Dorado Hills CSD (Exhibit M).

- B. Tentative Subdivision Map of the 280.27 acre property consisting of:
 - 1) Large-Lot Tentative Subdivision Map (Phase 0) creating 33 large lots for financing and phasing purposes, ranging in size from approximately 0.27 acres to 62.25 acres. Lot 1, the Dixon Residence, will be created with the Large-Lot Final Map (Exhibit H1);
 - 2) Small-Lot Tentative Subdivision Map for Phase 1 of the project creating a total of 411 single family residential lots ranging in size from approximately 4,725 square feet to 5 acres on 193.15 acres of the project site; one public park lot on approximately 9.22 acres; one clubhouse lot on approximately 0.87 acres; eight open space lots totaling approximately 47.91 acres; 10 landscape lots totaling approximately 6.36 acres; six road lots totaling approximately 28.14 acres; and one sewer lift station lot on approximately 0.27 acres. (Exhibits H1-3).

3. Design waivers from the El Dorado County Design and Improvement Standards Manual road improvement standards are requested from Standard Plan 101B, or as indicated, to allow the following:
 - 1) Reduced right-of-way (ROW) and roadway width for 'A' Drive and 'B' Circle to a 50 foot ROW with a 36 foot width from curb face to curb face, with reduced width of 26 feet curb face to curb face on 'B' Circle near the intersection of 'A' Drive and 'B' Circle only.
 - 2) Reduced roadway width for 'C' Drive to 24 feet from curb face to curb face in the vicinity of the Green Springs Creek crossing.
 - 3) Reduced ROW and roadway width for 'D' Drive through 'N' Drive and 'P' Drive through 'Y' Drive to a 40 foot ROW with a 30 foot width from curb face to curb face.
 - 4) Reduced roadway width for dead-end roads in excess of 500 feet to 30 feet from curb face to curb face.
 - 5) Modification of Standard Plan 103A-1 to:
 - a. allow driveway to be within 25 feet from a radius return;
 - b. reduce minimum driveway widths from 16 feet to 10 feet wide for secondary single car garages where a larger driveway for the same property is also proposed; and
 - c. eliminate 4 foot taper to back of curb.
 - 6) Reduced sidewalk width to 5 feet (4.5 feet from back of curb to back of walk).
 - 7) Reduced gutter pan width for both vertical and rolled curb and gutter to 10 inches and 8 inches, respectively.
 - 8) Sidewalks on one side of roads, as delineated on Exhibit G1 (Phase 1 Development Plan).
 - 9) Reverse horizontal curves without a 100 foot tangent.
 - 10) Reduced ROW and roadway width for hammerhead and Wye turnarounds.
 - 11) Maximum centerline grade for 'A' Drive to be 12 percent.
 - 12) Reduced intersection spacing to less than 300 feet between the intersections of 'B' Drive/'A' Drive and 'B' Circle/'E' Drive.

The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval hereto.

2. **Mitigation Monitoring and Reporting Program:** The mitigation measures certified in the Dixon Ranch EIR and adopted in Resolution _____ are required as conditions of approval to reduce potential significant environmental effects. The

Mitigation Measures shall be completed as identified in the adopted Mitigation Monitoring and Reporting Program (MMRP) (Exhibit F) prior to each Small-Lot final map.

3. **Oak Tree Replacement:** The required Oak Tree Removal Mitigation Plan shall demonstrate replacement of oak trees in the same ratio as the species being removed.
4. **Existing Wells:** The existing Dixon Residence (Lot 1) shall continue to utilize its existing well and septic system. The two other existing wells shall not be used and shall be abandoned, following proper County procedures, prior to recordation of the Small-Lot final map(s) that contain either or both of the two wells. No groundwater shall be used for pond maintenance, construction watering, or irrigation for common open space, landscaping, or for park areas within the project site.
5. **Green Springs Ranch EVA:** The Developer shall construct an emergency vehicle access (“EVA”), together with a water line if required by the El Dorado Irrigation District, at the southern boundary of the property at the location as shown on the tentative map and labeled as EVA Alt #1 on the “Emergency Vehicle Access Alternatives for Green Springs Ranch” (Exhibit W). If the Developer determines that EVA Alt #1 is not the preferred alignment for an EVA, the Developer may construct an EVA and/or water line as approximately depicted as EVA Alt #2 in Exhibit W. Construction of EVA Alt #2 may result in an increase in oak canopy removal exceeding the allowable canopy removal in Phase 1 of the Project. In that event, Developer shall reduce the number of lots in Phase 1, as necessary, and defer the development of such lots to Phase 2 of the Project. Prior to such construction of either alternative, Developer shall provide evidence to the County of sufficient access rights for the construction and use of the alignment as an EVA and utility easement if applicable.
6. **Design Guidelines:** The Dixon Ranch Design Guidelines dated August 2015 shall be incorporated into and become a part of the covenants, conditions and restrictions (CC&R’s), which shall be recorded on the property prior to the sale of any lot to the home buying public. The CC&R’s shall provide for the creation of a design review committee, together with a procedure for the review and approval of proposed construction within the project, which shall be responsible for the enforcement of the Design Guidelines (Exhibit U).
7. **Lighting:** Street lights shall be shown on the Final Improvement Plans and be located at a minimum at major intersections, mid-block pedestrian crossings, along roads where needed to establish adequate sight distance and to ensure public safety. Safety and security lighting shall also be shown at park sites, entry gates, the clubhouse area, parking and play areas, and walkways where appropriate. All street lights and outdoor lighting shall conform to Section 130.14.170, and be fully shielded pursuant to the Illumination Engineering Society of North America’s (IESNA) full cut-off designation. Should installed lighting be non-compliant with full shielding requirements, the applicant shall be responsible for the replacement and/or modification of said lighting to the satisfaction

of the Planning Division. A lighting and landscaping district shall be formed to provide for the maintenance of those lights.

8. **CSD Annexation:** The subdivision area shall be annexed to the El Dorado Hills CSD prior to recordation of the recordation of the first Small-Lot final map.
9. **Parkland Dedication:** Prior to approval of the first Small-Lot final map, the applicant shall provide a letter from the El Dorado Hills Community Services District verifying that Quimby Act requirements as to the parkland dedication have been satisfied. (The Large-Lot Phasing map does not require implementation of this condition.)
10. **Village Park:** Development of the Village Park (Lot A), shown in Exhibit M, will require subsequent approval of its final design by the El Dorado Hills CSD prior to issuance of the first grading permit for the park site.
11. **Open Space Maintenance:** A funding mechanism shall be in place for the maintenance of all open space and common areas, and their related improvements and facilities, prior to recordation of the first Small-Lot final map. An open space management plan shall be approved by the Planning Director prior to recordation of the first Small-Lot final map. The open space management plan shall include a comprehensive funding plan for all open space within the Phase 1 development.
12. **Age-Restricted Designation:** The subdivision CC&Rs shall require that the portion of the development designated to be an age-restricted, senior citizen housing development comply with the meaning of California Civil Code Section 51.3. Section 51.3 provides that qualifying residents for senior communities are those who are 55 years of age or older.
13. **CC&Rs:** The CC&Rs shall contain a provision that states that any condition that is implemented through the CC&Rs cannot be changed without formal approval by El Dorado County and any affected agency.
14. **Mitigation Monitoring/Improvement Plans:** A Mitigation Monitoring Report shall be submitted with the Improvement Plans addressing the applicable mitigation measures of the Dixon Ranch Residential Project Environmental Impact Report. The applicable mitigation measures shall be included on the improvement plans, shown on the final map, contained in the CC&R's, or otherwise completed prior to recordation of each final map.
15. **Meter Award Letter:** A water and sewer meter award letter or similar document shall be provided by the water and sewer purveyor prior to filing the final map, except for large lot phasing maps, consistent with Board of Supervisors Resolution 118-92.
16. **Zone Boundaries:** Zone boundaries shall be finalized prior to recordation of each Small-Lot final map.

17. **Final Map Recordation:** Prior to final map recordation, the applicant shall provide a written description, together with appropriate documentation, showing conformance of the project with each condition imposed as part of the project approval.
18. **Liens and Bonds:** Prior to filing a final map, if the subject property is subject to liens for assessment or bonds, pursuant to the provisions of Government Code Section 66493, the owner or subdivider shall either: (a) Pay the assessment or bond in full, or (b) File security with the Clerk of the Board of Supervisors, or (c) File with the Clerk of the Board of Supervisors the necessary certificate indicating provisions have been made for segregation of bond assessment responsibility pursuant to Government Code Section 66493(d).
19. **Tentative Map Expiration:** This tentative map shall expire 36 months from the date of approval unless a timely extension is filed.
20. **Hold Harmless:** In the event of any legal action instituted by a third party challenging the validity of any provision of this approval, the developer and landowner agree to be responsible for the costs of defending such suit and shall hold County harmless from any legal fees or costs County may incur as a result of such action, as provided in Section 66474.9(b) of the California Government Code.

The applicant shall defend, indemnify, and hold harmless El Dorado County and its agents, officers, and employees from any claim, action, or proceeding against El Dorado County or its agents, officers, or employees to attack, set aside, void, or annul an approval of El Dorado County concerning a subdivision, which action is brought within the time period provided for in Section 66499.37.

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

Transportation Division (EDCTD):

21. **Road Design Standards:** The applicant shall construct all roads in conformance with the County Design and Improvements Standard Manual (DISM) as shown on Table 1 and approved Design Waivers. The improvements shall be completed to the satisfaction of the EDCTD or the applicant shall obtain an approved improvement agreement with security, prior to the filing of the final map: (Table 1 serves to outline the requirements).

Table 1					
ROAD NAME	DESIGN STANDARD PLAN	ROAD WIDTH*	RIGHT OF WAY	DESIGN SPEED	EXCEPTIONS/ NOTES
A-DR and C-DR (from Green Valley Rd to B-CR)	Modified Std Plan 101B	36 ft	50 ft	35 mph	Tentative Map Section I and Green Valley Road Exhibit (August

					2011), six foot pedestrian path on one side from the Village Park to Green Valley Road. **
C-DR (through wetland crossing)	Modified Std Plan 101B	24 ft	50 ft	35 mph	Tentative Map Section II (parking not allowed) Modified Type 2 Vertical Curb & Gutter
B-CR (E-DR to X-DR)	Modified Std Plan 101B	36 ft	50 ft	25 mph	Tentative Map Section I
B-CR (A-DR to X-DR)	Modified Std Plan 101B	26 ft	50 ft	25 mph	Tentative Map Section VI. Multi-Use Trail on one side.
B-CR (A-DR to E-DR)	Modified Std Plan 101B	31 ft	50 ft	25 mph	Tentative Map Section VII.
D-DR, E-DR, F-DR G-DR, H-DR, I-DR J-DR, J-CT, K-DR L-DR, M-DR, N-DR P-DR, R-DR, S-DR T-DR, T-CT, U-CT V-DR, W-DR, X-DR	Modified Std Plan 101B	30 ft	40 ft	25 mph	Tentative Map Sections III, IV and V *** Modified Type 1 rolled curb and gutter

* 1) Road widths are measured from curb face to curb face or edge of pavement to edge of pavement if no curb (traveled way). Curb face for rolled curb and gutter is 6" from the back of the curb.

** 2) Pedestrian path shall be compacted and stabilized decomposed granite, or portland cement concrete.

*** 3) Modified Type 1 Rolled Curb and Gutter to be used next to residential lots. Modified Type 2 Vertical Curb and Gutter to be used adjacent to parks and open space.

4) Curb & Gutter details may be modified to protect existing oak trees.

22. **Access at "A" Drive:** Access at "A" Drive, including turn pocket improvements to Green Valley Road shall be constructed with the first Small-Lot final map. A traffic signal shall be installed at the Green Valley Road / "A" Drive intersection.

In order to ensure proper timing for the installation of traffic signal controls, the applicant shall be responsible to perform traffic signal warrants with each final map at the Green Valley Road / "A" Drive Intersection in accordance with the Manual on Uniform Traffic Control Devices (version in effect at the time of application).

If traffic signal warrants are met at the time of application for final map (including the lots proposed by that final map), the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.

If traffic signal warrants are not met upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the installation of a traffic signal control at this intersection. In which case, payment of TIM fees is considered to be the project's proportionate fair share towards this improvement.

If the traffic signal control at this intersection is constructed by the County or others prior to triggering warrants by the project, payment of TIM fees is considered to be the project's proportionate fair share towards this improvement."

23. **Offer of Dedication, Interior Roads:** Developer shall irrevocably offer to dedicate in fee, as noted in Table 1, right of way and public utility easements as determined by EDCTD, and for all other onsite roadways, prior to the filing of the applicable Small-Lot final map. Slope easements shall be included as necessary. The offers for interior roads will be rejected by the County, and the roads will be maintained by the Homeowner's Association. Offers for public utilities will be accepted on behalf of those Utility Companies providing service.
24. **Offer of Dedication, Green Valley Road:** The applicant shall irrevocably offer to dedicate, in fee, the necessary rights of way to measure 50 feet from the center line south for the on-site portion of Green Valley Road along the entire frontage as shown on the tentative map along lot 2, prior to filing the applicable Small-Lot final map. This offer will be accepted by the County.
25. **Off-Site Improvements:** All necessary off-site roadway improvements are identified in the project mitigation measures (MM). Where timing of mitigation is specified in the Development Agreement, the terms of the Development Agreement shall take precedence over these Conditions of Approval.

In order to ensure timely implementation of off-site roadway improvements, the project shall prepare a Design Traffic Study for each Small-Lot final map. The Design Traffic Studies shall identify implementation timing for each mitigation measure identified in the EIR, which is required by the level of development in each Small-Lot final map.

The improvement plans for each Small-Lot final map shall contain within the plans, or by separate plan set, the off-site roadway improvements identified in the Design Traffic Study, and such improvements shall be completed in accordance with a Subdivision

Improvement Agreement or Road Improvement Agreement between the applicant and County. Alternatively, if the mitigating off-site roadway improvements are included in the County's CIP, and construction of such improvements are scheduled to commence within the 10-year CIP, the project shall pay its Traffic Impact Mitigation Fees in place at the time a building permit is issued.

The project may be eligible for reimbursement for any off-site improvements where such improvements are funded by the County's Traffic Impact Mitigation (TIM) Fee. Reimbursement, or the terms of reimbursement, is subject to the County's TIM Fee Reimbursement Policy, and to specific approval by the Board of Supervisors unless otherwise specified in the Development Agreement.

26. **Encroachment Permit Green Valley Road and "A" Drive:** The applicant shall obtain an encroachment permit from EDCTD and construct the roadway encroachment from "A" Drive onto Green Valley Rd to the provisions of County Standard Plan 103E. This work shall be consistent with the *Green Valley Road / A-Drive Exhibit* included in the project description, and in accordance with the latest version of *A Policy on Geometric Design of Highways and Streets*, published by the American Association of State Highway and Transportation Officials (AASHTO).
27. **Encroachment Permit Green Valley Road and "C" Drive:** The applicant shall obtain an encroachment permit from EDCTD and shall construct the roadway encroachment from "C" Drive onto Green Valley Rd to the provision of County Standard Plan 103E. This work shall be consistent with the *Green Valley Road / C-Drive Exhibit* included in the project description, and in accordance with the latest version of *A Policy on Geometric Design of Highways and Streets*, published by the American Association of State Highway and Transportation Officials (AASHTO).
28. **Class II Bike Lane:** Pursuant to the Bicycle Transportation Plan, a Class II Bike Lane is planned along both sides of Green Valley Road. The project shall construct a Class II Bike Lane within the limits of work required for "A" Drive and "C" Drive access improvements to Green Valley Road.
29. **Access to Lots 2 and 3:** Access to Lot 2 and Lot 3 shall be provided for from "C" Drive. An access easement across Lot 3 to the benefit of Lot 2 shall be recorded with the appropriate Small-Lot final map.
30. **Off-site Easements:** The applicant shall provide all necessary recorded easements for drainage, slopes and road improvements crossing the property line prior to approval of the improvement plans.
31. **Road Improvement Agreement & Security:** The developer shall enter into a Road Improvement Agreement (RIA) with the EDCTD for all roadway, frontage, and intersection improvements within the County right of way. The developer shall complete the improvements to the satisfaction of EDCTD or provide security to guarantee

performance of the RIA as set forth within the County of El Dorado Subdivision Division Ordinance, prior to filing of the applicable Small-Lot final map.

EDCTD STANDARD CONDITIONS

32. **TIM Fees:** Prior to issuance of building permits for the lots created by the project, the building permit applicant shall pay the traffic impact mitigation fees in effect at the time the building permit application is deemed complete.
33. **Signing and Striping:** The project improvement plans shall include all necessary signing and striping as required by the EDCTD. Signing and striping shall conform to the latest version of the California Manual on Uniform Traffic Control Devices (MUTCD).
34. **Curb Returns:** All public streets where pedestrian facilities are provided shall be provided with pedestrian ramps conforming to the latest accessibility standards. Caltrans Standard Plan or Revised Standard Plan A88A is recommended.
35. **Road Turnarounds:** The applicant shall provide turnarounds as shown on the Tentative Map or as otherwise required by local fire district.
36. **Maintenance Entity:** The proposed project must form an entity for the maintenance of the proposed roads. If there is an existing entity, the property owner shall modify the document if the current document does not sufficiently address maintenance of the roads of the current project. The EDCTD shall review the document forming the entity to ensure the provisions are adequate prior to filing of the first Small-Lot final map.
37. **Common Fence/Wall Maintenance:** The responsibility for, and access rights for, maintenance of any fences and walls constructed on property lines shall be included in the Covenants Codes and Restrictions (CC&Rs).
38. **Consistency with County Codes and Standards:** The developer shall obtain approval of project improvement plans and cost estimates consistent with the Subdivision Design and Improvement Standards Manual (as may be modified by these Conditions of Approval or by approved Design Waivers) from the EDCTD and pay all applicable fees prior to filing of the applicable Small-Lot final map.

Additionally, the project improvement plans and grading plans shall conform to the County Grading, Erosion and Sediment Control Ordinance, Grading Design Manual, the Drainage Manual, Off-Street Parking and Loading Ordinance, all applicable State of California Water Quality Orders, the State of California Handicapped Accessibility Standards, and the California Manual on Uniform Traffic Control Devices (MUTCD).

39. **Subdivision Improvement Agreement & Security:** The developer shall enter into a Subdivision Improvement Agreement (SIA) with the County for all roadway, grading,

drainage, and other support infrastructure as required by the County Subdivision Ordinance, prior to filing of the applicable Small-Lot final map.

For improvements not completed at the time of recordation of the applicable Small-Lot final map, the subdivider shall provide a 100 percent performance surety and a 50 percent labor and materialmen's 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.

The developer's Engineer of Record shall prepare a "Certificate of Partial Completion" as an attachment to the SIA, which sets forth the total cost of the project, percent complete, and the estimated remaining cost of the work to complete the project. Verification of the Certificate of Partial Completion shall be determined by the County.

40. **Easements:** All existing and proposed easements shall be shown on the project grading plans, improvement plans, and on the Small-Lot final maps.
41. **Import/Export Grading Permit:** Any import, or export to be deposited or borrowed within El Dorado County, shall require an additional grading permit for that offsite grading.
42. **Grading Plan Review:** Grading and improvement plans shall be prepared and submitted to the El Dorado County Resource Conservation District (RCD) and the EDCTD. The RCD shall review and make appropriate recommendations to the County. Upon receipt of the review report by the RCD, the EDCTD shall consider imposition of appropriate conditions for reducing or mitigating erosion and sedimentation from the project during construction. Grading plans shall incorporate appropriate erosion control measures during construction 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 during construction to control siltation, and the potential discharge of pollutants into drainages.
43. **RCD Coordination:** The timing of construction and method of re-vegetation shall be coordinated with the El Dorado County Resource Conservation District (RCD). If grading activities are not completed by September 30 each year, 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 EDCTD. The EDCTD shall approve or conditionally approve such plans and cause the developer to implement said plan on or before October 15 each year.
44. **Water Quality Stamp:** All new or reconstructed drainage inlets shall have a storm water quality message stamped into the concrete, conforming to the Storm Water Quality

Design Manual for the Sacramento and South Placer Regions, Chapter 4, Fact Sheet SD-1. All stamps shall be approved by the El Dorado County inspector prior to being used.

45. **Drainage Study / NPDES Compliance:** The applicant shall provide a Drainage Report with the project grading plans and project improvement plans, consistent with the Drainage Manual. The Drainage Report shall address storm water runoff increase, and impacts to downstream facilities and properties. The Drainage Report must demonstrate the subject property has adequate existing and proposed storm drainage facilities.

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

46. **Drainage (Cross-Lot):** Cross lot drainage shall be avoided. When concentrated cross lot drainage does occur or when the natural sheet flow drainage is increased by the project, it shall be contained within dedicated drainage easements, and included in the County Service Area Zone of Benefit (ZOB), Home Owners Association, or other entity acceptable to the County. Any variations shall be approved by the County Engineer. This drainage shall be conveyed via closed conduit or open channel, to either a natural drainage course of adequate size or an appropriately sized storm drain system. The site plans shall show drainage easements for all on-site drainage facilities. Drainage easements shall be provided where deemed necessary prior to the filing of the applicable Small-Lot final map.
47. **Off-site Improvements (Security):** Prior to the filing of an applicable Small-Lot final map, the applicant shall enter into an agreement pursuant to Government Code Section 66462.5 to complete the required offsite improvements, including the full cost of acquiring any real property interests necessary to complete the required improvements. In addition to the agreement, the applicant shall provide a cash deposit, letter of credit, or other acceptable surety in the amount sufficient to pay such costs, including legal costs, subject to the approval of County Counsel.
48. **Off-site Improvements (Acquisition):** As specified in the conditions of approval, the applicant is required to perform off-site improvements. If it is determined that the applicant does not have or cannot secure sufficient title or interest of such property where said off-site improvements are required, the County may, at the applicant's expense and within 120 days of filing the applicable Small Lot final map, acquire by negotiation or commence proceedings to acquire an interest in the property which will permit the improvements to be made, including proceedings for immediate possession of the property. In such cases, prior to filing of the applicable Small Lot final map, the applicant shall submit the following to the EDCTD, Right of Way Unit, and enter into an agreement pursuant to Government Code Section 66462.5 and provide acceptable

security to complete the offsite improvements, including costs of acquiring real property interest to complete the required improvements, construction surveying, construction management and a 20 percent contingency.

- A. A legal description and plat, of the land necessary to be acquired to complete the offsite improvements, prepared by a civil engineer or land surveyor.
- B. Approved improvement plans and specifications of the required off-site improvements, prepared by a civil engineer.
- C. An appraisal prepared by a certified appraiser of the cost of land necessary to complete the off-site improvements.

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

- 49. **NPDES Construction Permit:** The project proposes to disturb more than one acre of land and therefore, is required to obtain coverage under the California State Water Resources Control Board (SWRCB) Construction General Permit Order No. 2009-0009-DWQ (CGP), including any and all amendments or revised orders issued by the SWRCB.

The applicant shall demonstrate compliance with the CGP, or equivalent permit issued by the SWRCB, prior to issuance of grading permits by the County.

- 50. **Electronic Documentation:** Upon completion of the improvements required, and prior to acceptance of the improvements by the County, the applicant will provide a CD to the EDCTD with the drainage report, structural wall calculations, and geotechnical reports in PDF format and the record drawings in TIF format.

Air Quality Management District (AQMD)

- 51. **Construction Emissions:** See Mitigation Measure AIR-2. The full text of the Air Resources Board (ARB) regulation can be found at ARB's website here: <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>. An applicability flow chart can be found here: http://www.arb.ca.gov/msprog/ordiesel/faq/applicability_flow_chart.pdf. Questions on applicability should be directed to ARB at [1-866-634-3735](tel:1-866-634-3735). ARB is responsible for enforcement of this regulation.
- 52. **Land Clearing:** Burning of wastes that result from "Land Development Clearing" must be permitted through the AQMD. Only vegetative waste materials may be disposed of using an open outdoor fire (AQMD Rule 300 Open Burning).

53. **Paving:** Project construction will involve roadway development and must adhere to AQMD Rule 224 Cutback and Emulsified Asphalt Paving Materials.
54. **Coatings:** The project construction may involve the application of architectural coating, which shall adhere to AQMD Rule 215 Architectural Coatings.
55. **District Permit(s):** Prior to construction/installation of any new point source emission units or non-permitted emission units (e.g., gasoline dispensing facility, emergency standby engine, etc.), Authority to Construct applications shall be submitted to the AQMD. Submittal of applications shall include facility diagram(s), equipment specifications and emission factors. (AQMD Rule 501.3.A)

El Dorado Hills Fire Department

56. **Annexation:** Prior to approval of the first Small-Lot final map, the applicant shall be required to annex into the El Dorado Hills County Water District (El Dorado Hills Fire Department) and pay associated fees with annexation/parcel creation.
57. **Fire Flow Requirements:** The potable water system with the purpose of fire protection for this residential development shall provide a minimum fire flow of 1,000 gallons per minute with a minimum residual pressure of 20 psi for two-hour duration. This requirement is based on a single family dwelling 6,200 square feet or less in size. All homes shall be fire sprinklered in accordance with NFPA 13D and Fire Department requirements. This fire flow rate shall be in excess of the maximum daily consumption rate for this development. A set of engineering calculations reflecting the fire flow capabilities of this system shall be supplied to the Fire Department for review and approval.
58. **Hydrant Placement:** This project shall install Mueller Dry Barrel fire hydrants, or any other type of hydrant which conforms 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; however, the following specific locations shall have a hydrant added:
 - A. Corner of B Circle and C Drive
 - B. Corner of B Circle and A Drive
 - C. On A Drive at entrance to the Lot A Village Park
59. **Hydrant Visibility:** In order to enhance nighttime visibility, each hydrant shall be painted with safety white enamel and marked in the roadway with a blue reflective marker as specified by the Fire Department and State Fire Safe Regulations.
60. **Hydrant Installation:** In order to provide this project with adequate fire and emergency medical response during construction, all access roadways and fire hydrant systems for

the applicable phase shall be installed and in service prior to combustibles being brought onto the site as specified by the Fire Department, Standard B-003.

61. **Wildland Fire Safe Plan:** The Wildland Fire Safe Plan approved according to State Fire Safe Regulations on July 22, 2013 (Exhibit P) shall be implemented and maintained. This shall address development of those homes that back up to the surrounding open wildland areas to include, but not be limited to the requirement for non-combustible type fencing.
62. **Wildland Fire Safe Plan Amendment:** The wildland fire safe plan for the project shall be amended to include the narrowing of 'B' Circle to 26 feet and 31 feet of curb face to curb face from 'E' Drive to 'X' Drive, as depicted on the Tentative Map Dixon Ranch – Phase 1 (Exhibit H2). Conformance with this condition shall be verified prior to approval of improvement plans for the affected segment of 'B' Circle.
63. **Traffic Calming Devices:** This development shall be prohibited from installing any type of traffic calming device that utilizes a raised bump/dip section of roadway.
64. **Gate Requirements:** The total number of vehicle access control gates or systems through which emergency equipment must pass to reach any address within the project shall not exceed one, in compliance with El Dorado Hills Fire Department Gate Standard B-002.
65. **On-street Parking:** All parking restrictions as stated in the El Dorado Hills County Water District Ordinance 36 shall be in effect for the following roads within each section (X), as delineated on Exhibits (H2-3), as follows:
 - A. Parking on A-Drive, B Circle (I), and C-Drive (I): Parking on both sides
 - B. Parking on B Circle (VI & VII) and C-Drive (II): No parking on both sides
 - C. Parking on D-Drive thru L-Drive and R-Drive thru Y-Drive (III): Parking on one side only on the side OPPOSITE the sidewalk
 - D. Parking on I-Drive (IV): Parking on one side only on the side OPPOSITE the sidewalk
 - E. Parking on I-Drive and M-Drive thru Q-Drive (V): Parking on one side only
 - F. All EVA's shall have no parking.

Changes may be made to these restrictions subject to approval of the Fire Department and El Dorado County Transportation.

66. **Red Curbing:** All streets with parking restrictions will be signed or marked with red curbs as described in the El Dorado County Regional Fire Protection Standard B-0004 titled "No Parking-Fire Lane."
67. **Secondary Egress:** A secondary means of egress shall be provided prior to issuance of the first residential building permit or the project can be phased. Dead end roads may not exceed 800 feet or 24 parcels; whichever comes first.

68. **Emergency Vehicle Access:** The applicant shall provide the Lima Way, Green Springs Road and Marden Lane emergency vehicle access connections as follows:
- A. Only the clubhouse, Lots 7-98, 114-155, and 167-210, as identified on Exhibits H-1, 2, and 3, shall be allowed prior to construction of the 20 foot wide and all-weather surfaced (capable of supporting 75,000 lbs.) EVA connecting to Lima Way (with electronic gate as described in the Wildland Fire Safe Plan);
 - B. The full EVA connecting to Green Springs Road, (20 foot wide and all-weather surfaced, capable of supporting 75,000 lbs.), with electronic gate as described in the Wildland Fire Safe Plan, shall be constructed with a phase that does not include a residential lot identified in section A above. Determination of the appropriate phase to include this work shall be at the sole discretion of the El Dorado Hills Fire Department, based on actual phasing of project construction. Off-site improvements may be required so that this stubbed EVA fully connects to the existing East Green Springs Road; and
 - C. The Marden Lane EVA connection shall be constructed in the future as part of the Phase 2 tentative map and development plan approval.
69. Any parcels greater than one acre shall conform to Title 14 SRA Fire Safe Regulations requirements for a minimum setback of 30 feet from all property lines for buildings and accessory buildings, except as noted on the development plan (Exhibit G1).
70. Prior to June 1 each year, vegetation clearance shall be required around the EVA connections to Lima Way and near Green Springs Road in compliance with the Wildland Fire Safe Plan.
71. When designing the access points to the project's open space trail system, consideration shall be given to allow for emergency vehicle access, specifically for a smaller vehicle such as an ambulance. Gates or removable bollards may be installed and locked with a low priority KNOX lock. The street curbs adjacent to the trail access point shall be painted red.

Sacramento Municipal Utility District (SMUD)

72. The on-site portion of the SMUD transmission line easement shall be labeled "Restricted Building and Use Area", prior to recordation of any applicable Small-Lot final map.
73. Prior to the start of any construction, the applicant shall submit to SMUD all grading, landscape, or any other plans that demonstrate changes to the areas within the transmission line easement, subject to review and written approval of SMUD. This condition shall be made a part of the Covenant, Codes and Restrictions (CC&Rs).

Surveyor's Office

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

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
A. LAND USE AND PLANNING POLICY						
<i>There are no significant impacts to land use and planning policy.</i>						
B. POPULATION AND HOUSING						
<i>There are no significant impacts to population and housing.</i>						
C. TRANSPORTATION AND CIRCULATION						
TRANS-1: Intersection #2, Green Valley Road/El Dorado Hills Boulevard/Salmon Falls Road, would operate at LOS F during the AM peak hour with the proposed project under the Existing (2013) Plus Proposed Project scenario. This is a significant impact.	TRANS-1: The project applicant shall be responsible for either: (1) paying appropriate TIM fees for the improvements as identified by the County, or (2) modifying lane configuration on the southbound approach to result in one left-turn lane, one through lane, and one right-turn lane as identified in the County's CIP Project #73151. These improvements are subject to review and approval by the Community Development Agency, Transportation Division.	Completion of improvements	Prior to issuance of occupancy permits	Community Development Agency, Transportation Division		
TRANS-2: Intersection #12, El Dorado Hills Boulevard/Francisco Drive, would operate at LOS F during the AM and PM peak hours without the project, and the project contributes more than 10 peak hour trips to the intersection during both peak hours under the Existing (2013) Plus Proposed Project scenario. This is a significant impact.	TRANS-2: The project applicant shall pay TIM fees for the project consistent with the County's CIP program. Improvements to this intersection include the addition of an eastbound channelized right-turn lane on Francisco Drive and southbound receiving lane on El Dorado Hills Boulevard as identified in the County's CIP Project #71358 (Francisco Drive Right Turn Pocket). Completion is scheduled within the County's 10-year CIP.	Receipt of fees	Prior to issuance of occupancy permits	Community Development Agency, Transportation Division		
TRANS-3: Intersection #2, Green Valley Road/El Dorado Hills Boulevard/Salmon Falls Road operates at LOS F during the AM peak hour without the project, and the project contributes more than 10 peak hour trips to the intersection during the AM peak hour and results in LOS F during the PM peak hour under the Existing Plus Approved Projects (2018) Plus Proposed Project scenario. This is a significant impact.	TRANS-3: In addition to Mitigation Measure TRANS-1, the project applicant shall pay TIM fees for the project consistent with the County's CIP program. Additional improvements to this intersection include changing the northbound and southbound signal phasing from split-phased to concurrent protected left turns. This work is included in the County's CIP Project #73151 (Green Valley Road Traffic Signal Interconnect), and completion is scheduled within the County's 10-year CIP.	Receipt of fees	Prior to issuance of occupancy permits	Community Development Agency, Transportation Division		
TRANS-4: Intersection #4, Green Valley Road/Loch Way operates at LOS F during the PM peak hour with the project under the Existing Plus Approved Projects (2018) Plus Proposed Project scenario. This is a significant impact.	TRANS-4: The project applicant shall be responsible for the addition of a two-way left-turn lane along Green Valley Road in the immediate vicinity of the intersection with Loch Way. This improvement would provide a left-turn lane for westbound traffic on Green Valley Road to turn left onto Loch Way and would allow for vehicles making a northbound left-turn movement from Loch Way onto Green Valley Road to clear eastbound traffic and wait for a gap in westbound traffic to merge onto westbound Green Valley Road.	Completion of improvement	Prior to issuance of occupancy permits	Community Development Agency, Transportation Division		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
<p>TRANS-5: Intersection #2, Green Valley Road/El Dorado Hills Boulevard/Salmon Falls Road, operates at LOS F during the AM and PM peak hours without the project, and the project contributes more than 10 peak hour trips to the intersection during both peak hours under the Cumulative (2025) Plus Proposed Project scenario. This is a significant impact.</p>	<p>TRANS-5: In addition to implementation of Mitigation Measures TRANS-1 and TRANS-3, the project applicant shall pay TIM fees towards the installation of an additional through lane in each direction along Green Valley Road if this improvement is included in the 10-year County CIP. Payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact. If the additional through lanes are not included in the 10-year CIP prior to this impact being triggered (issuance of the first building permit), the applicant shall construct the improvements and may be eligible for reimbursement of costs in excess of the project's fair share, subject to a reimbursement agreement with the County.</p>	<p>Payment of TIM fees or construction of improvement</p>	<p>Prior to issuance of an occupancy permit</p>	<p>Community Development Agency, Transportation Division</p>		
<p>TRANS-6: Intersection #4, Green Valley Road/Loch Way, would operate at LOS F during the PM peak hour with the project under the Cumulative (2025) Plus Proposed Project scenario. This is a significant impact.</p>	<p>TRANS-6: Implement Mitigation Measure TRANS-4.</p>	<p>Completion of improvement</p>	<p>Prior to issuance of an occupancy permit</p>	<p>Community Development Agency, Transportation Division</p>		
<p>TRANS-7: Intersection #7, Green Valley Road/Deer Valley Road, operates at LOS E during the PM peak hour without the project, and the project contributes more than 10 peak hour trips to the intersection during the PM peak hour under the Cumulative (2025) Plus Proposed Project scenario. This is a potentially significant impact.</p>	<p>TRANS-7: In order to ensure proper timing for the installation of the traffic signal control, the applicant shall be responsible to perform traffic signal warrants and LOS analysis at this intersection with each final map in accordance with the Manual on Uniform Traffic Control Devices (version in effect at the time of application). If traffic signal warrants are met, or LOS E reached at the intersection at the time of application for final map (including the lots proposed by that final map), the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.</p> <p>If traffic signal warrants are not met or LOS E is not reached upon application for the last final map within the project, the project applicant shall pay its TIM fees toward the installation of a traffic signal control at this intersection. Payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.</p> <p>If the traffic signal control at this intersection is constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.</p> <p>Traffic signal controls constructed by the project applicant may be eligible for reimbursement of costs in excess of the project's fair share, subject to a reimbursement agreement with the County.</p>	<p>Submittal of traffic signal warrants and LOS analysis; payment of TIM fees or completion of improvement</p>	<p>Prior to approval of each final map</p>	<p>Community Development Agency, Transportation Division</p>		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
<p>TRANS-8: Intersection #24, Silva Valley Parkway/Appian Way, operates at LOS F during the PM peak hour without the project, and the project contributes more than 10 peak hour trips to the intersection during the PM peak hour and results in LOS F during the AM peak hour under the Cumulative (2025) Plus Proposed Project scenario. This is a significant impact.</p>	<p>TRANS-8: In order to ensure proper timing for the installation of the traffic signal control, the applicant shall be responsible to perform traffic signal warrants and LOS analysis at this intersection with each final map in accordance with the Manual on Uniform Traffic Control Devices (version in effect at the time of application). If traffic signal warrants are met, or LOS F reached at the intersection at the time of application for final map (including the lots proposed by that final map), the applicant shall construct the improvements prior to issuance of the first certificate of occupancy for any lot within that final map.</p> <p>If traffic signal warrants are not met or LOS F is not reached upon application for the last final map within the project, the project shall pay its TIM fees toward the installation of a traffic signal control at this intersection. Payment of TIM fees is considered to be the project's proportionate fair share towards mitigation of this impact.</p> <p>If the traffic signal control at this intersection is constructed by the County or others prior to triggering of mitigation by the project, payment of TIM fees is considered to be the projects proportionate fair share towards mitigation of this impact.</p> <p>Traffic signal controls constructed by the project may be eligible for reimbursement of costs in excess of the project's fair share, subject to a reimbursement agreement with the County.</p>	<p>Submittal of traffic signal warrants and LOS analysis; payment of TIM fees or completion of improvement</p>	<p>Prior to approval of each final map</p>	<p>Community Development Agency, Transportation Division</p>		
<p>TRANS-9: Implementation of the proposed project would add additional queue lengths to various intersections. This would result in a significant impact.</p>	<p>TRANS-9: The applicant shall construct intersection improvements as described below:</p> <ul style="list-style-type: none"> • Intersection #2, Green Valley Road/El Dorado Hills Boulevard/Salmon Falls Road <ul style="list-style-type: none"> o WBL: If this improvement is not constructed with TRANS-5 prior to issuance of the project's first building permit, the westbound left-turn pocket at this intersection from Green Valley Road to El Dorado Hills Boulevard shall be extended to 250 feet (from 105 feet) to accommodate future traffic projections. This extension would require widening Green Valley Road between El Dorado Hills Boulevard and Silva Valley Parkway. The documented queuing currently is utilizing the entire storage space between intersections, but is not exceeding it. 	<p>Completion of improvement</p>	<p>Prior to issuance of building permits</p>	<p>Community Development Agency, Transportation Division</p>		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
TRANS-9 <i>Continued</i>	This queuing would exceed the storage capacity with future traffic, as well as with the addition of the proposed project. To the extent the cost of this improvement exceeds the project's proportionate fair share, the applicant may be eligible for reimbursement.					
	<ul style="list-style-type: none"> o WBT/R: If this improvement is not constructed with TRANS-5 prior to issuance of the project's first building permit, to accommodate the westbound through queue, an additional westbound through lane shall be provided on Green Valley Road between El Dorado Hills Boulevard and Silva Valley Parkway that is long enough to accommodate the anticipated queuing and other operational considerations. To the extent the cost of this improvement exceeds the project's proportionate fair share, the applicant may be eligible for reimbursement. 					
	<ul style="list-style-type: none"> o NBT/R: The northbound through queue extends beyond the next intersection to the south, Timberline Ridge Drive. To prevent blocking of traffic entering and exiting Timberline Ridge Drive, "Keep Clear" markings shall be added to northbound El Dorado Hills Boulevard lanes in front of the Timberline Ridge Drive intersection. There is approximately 960 feet beyond Timberline Ridge Drive until the next intersection to the south that would accommodate the queue. 					
	<ul style="list-style-type: none"> • Intersection #12, El Dorado Hills Boulevard/Francisco Drive <ul style="list-style-type: none"> o SBT: The southbound through queue extends beyond the next intersection to the north, Telegraph Hill Road. To prevent blocking of traffic entering and exiting Telegraph Hill Road, "Keep Clear" markings shall be added to southbound El Dorado Hills Boulevard lanes in front of the Telegraph Hill Road intersection. There is approximately 440 feet beyond Telegraph Hill Road until the next intersection to the north that would accommodate the queue. 					

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
D. AIR QUALITY						
<u>AIR-1:</u> Construction activities could result in increased airborne asbestos.	<u>AIR-1:</u> The project applicant shall comply with El Dorado County AQMD Rule 223-2 Fugitive Dust – Asbestos Hazard Mitigation. The project sponsor shall prepare an Asbestos Dust Mitigation Plan Application, including an outline of the areas of disturbance that are located in the area designated “more likely to contain asbestos or fault line”, which shall be submitted to and approved by the El Dorado County AQMD prior to the start of project construction.	Submission of documentation	Prior to beginning of project construction	El Dorado County Development Services Department-Planning Services		
<u>AIR-2:</u> Construction of the proposed project would generate air pollutant emissions that could violate air quality standards.	<u>AIR-2:</u> Consistent with guidance from the El Dorado County AQMD, the following actions shall be required in relevant construction contracts and specifications for the project: <ul style="list-style-type: none"> • Conduct watering as necessary for visible emissions not to exceed more than 25 feet beyond the active cut areas or beyond the property line in any direction (Rule 223-2.4.A). • For all disturbed surface areas (except completed grading areas), apply dust suppression in a sufficient quantity and frequency to maintain a stabilized surface; any areas which cannot be stabilized, as evidenced by wind driven dust, must have an application of water at least twice per day to at least 80 percent of the unstabilized area. • Water all unpaved roads used for any vehicular traffic at least once per every two hours of active operations and restrict vehicle speed to 15 mph (Rule 223-2.4 B). • Pave or apply chemical stabilization at sufficient concentration and frequency to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extending for a centerline distance of at least 100 feet and width of at least 20 feet or pave from the point of intersection with the public paved road surface, and extending for a centerline distance of at least 25 feet and width of at least 20 feet, and install a track-out control device immediately adjacent to the paved surface such that exiting vehicles do not travel on any unpaved road surface after passing through the track-out control device. 	Notes on construction plans; site inspection	During construction period	El Dorado County Development Services Department-Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
AIR-2 <i>Continued</i>	<ul style="list-style-type: none"> The project's prime contractor shall provide the El Dorado County APCD an approved plan demonstrating that heavy-duty (i.e., greater than 50 horsepower) off-road vehicles to be used in the construction project, and operated by either the prime contractor or any subcontractor, will achieve, at a minimum a fleet-averaged 15 percent NO_x reduction compared to the most recent ARB fleet average. Successful implementation of this measure requires the prime contractor to submit a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during the construction project. The inventory shall include the horsepower rating, engine production year, and hours of use or fuel throughput for each piece of equipment. The inventory list shall be updated and submitted monthly throughout the duration of when the construction activity occurs. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure, Title 13, Section 2485 of the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. During construction, all self-propelled diesel-fueled engines greater than 25 horsepower shall be in compliance with the ARB Regulation for In-Use Off-Road Diesel Fueled Fleets. 					
AIR-3: Operation of the proposed project would generate air pollutant emissions that would exceed the El Dorado AQMD criteria and could contribute substantially to a violation of air quality standards.	<p>AIR-3: The project shall incorporate the following design elements into the project:</p> <ul style="list-style-type: none"> The project shall only permit natural gas fireplaces. Design of the project shall improve the pedestrian network both on the project site and through connections adjacent to the project. Design of the project shall not restrict resident access to public transit. 	Submittal of development plans	Prior to issuance of building permits	El Dorado County Development Services Department-Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
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AIR-3 <i>Continued</i>	<ul style="list-style-type: none"> Garages included as part of the project shall be electric vehicle charging compatible through inclusion of a dedicated electrical outlet. The project shall install Energy Star or ground source heat pumps. The project sponsor shall consult the El Dorado County AQMD on the installation of ozone destruction catalysts on air conditioning systems. The project sponsor shall provide the option of roof-mounted photovoltaic energy systems on new homes. 					
AIR-4: Operation of the proposed project would result in a significant cumulative net increase in criteria pollutant emissions.	AIR-4: Implement Mitigation Measure AIR-3. As shown in Table IV.D-8, even with mitigation, the project would continue to exceed the maximum daily emission threshold. This impact would be significant and unavoidable.	Submittal of development plans	Prior to issuance of building permits	El Dorado County Development Services Department-Planning Services		
E. GREENHOUSE GAS EMISSIONS						
GHG-1: Construction and operation of the proposed project – in combination with emissions from other past, present, and reasonably probable future projects – would result in GHG emissions that would have a significant physical adverse impact and would significantly and cumulatively contribute to global climate change. The project's incremental impacts from GHG emissions are also cumulatively considerable.	<p>GHG-1: The following measures shall be incorporated into project design to reduce project GHG emissions:</p> <ul style="list-style-type: none"> Implement Mitigation Measures AIR-2 and AIR-3. Building construction shall exceed the energy efficiency standards of Title 24 through application of the 2013 California Green Building Standards Code mandatory measures adopted by the County. All homes shall be equipped with exterior outlets on structures to facilitate the use of electric powered landscape equipment. All new homes shall be equipped with high efficiency lighting. The project applicant shall develop a water conservation strategy to reduce indoor and outdoor water use by approximately 20 percent over standard building construction practices. <ul style="list-style-type: none"> The project applicant shall implement the 2013 Plumbing Code to reduce indoor and outdoor water use by installing low-flow bathroom faucets, kitchen faucets, toilets and showers, and project landscaping that utilizes water-efficient plants and irrigation systems. The project applicant shall ensure the recycling and composting services available from El Dorado County Disposal are provided to the residents of the project site. 	Submittal of development plans	Prior to issuance of building permits	El Dorado County Development Services Department-Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
GHG-1 <i>Continued</i>	<ul style="list-style-type: none"> The project shall provide a pedestrian access network that internally links all uses and connects to all existing or planned external streets and pedestrian facilities contiguous with the project site. The project shall incorporate all 2013 California Green Building Standard Code Residential Voluntary Tier 1 Measures (Residential Voluntary Measures included in Appendix A4, Division A4.6, Tier 1), <u>except</u> the following: <ul style="list-style-type: none"> Section A4.106.8 regarding installation of Level 2 EV charging stations in garages and/or parking lots; Section A4.106.4 regarding permeable paving utilized for parking, walking or patio surfaces; Section A4.403.2 regarding reduction in cement use; and Section A4.405.3 regarding post-consumer and pre-consumer recycled content value (RCV) materials use in the project. 					
GHG-2: The proposed project would conflict with plans adopted for the purpose of reducing GHG emissions.	GHG-2: Implement Mitigation Measure GHG-1. Even with the implementation of comprehensive measures to reduce GHG emissions, the project would still have a significant and unavoidable impact.	Submittal of development plans	Prior to issuance of building permits	El Dorado County Development Services Department-Planning Services		
F. NOISE						
NOI-1: Project construction activities could result in noise levels in excess of the County's noise performance standards for construction activities as measured at adjacent residential land uses.	<p>NOI-1: The applicant and/or project contractor shall implement the following measures:</p> <ul style="list-style-type: none"> All construction equipment must have appropriate sound muffling devices, which shall be properly maintained and used at all times such equipment is in operation. The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site. The construction contractor shall locate on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during the construction period. All noise producing construction activities, including warming-up or servicing equipment and any preparation for construction, shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays. 	Notes on construction plans; site inspection	Prior to and during construction	El Dorado County Development Services Department - Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
<p><u>NOI-2:</u> Implementation of the project could result in traffic noise levels experienced at proposed on-site sensitive land uses in excess of normally acceptable standards for new residential development on Lots 2, 3, and 4.</p>	<p><u>NOI-2:</u> If residential structures are proposed within 294 feet as measured from the Centerline of Green Valley Road, prior to issuance of a grading permit for Lots 2, 3, or 4, the project applicant shall prepare a site specific noise analysis demonstrating that measures have been incorporated into the lot site plan that reduce traffic noise to below the County's normally acceptable standard of 60 dBA L_{dn}.</p> <p>Measures to reduce impacts could include the following to achieve the County's noise standard:</p> <ul style="list-style-type: none"> The developer shall construct a berm, or soundwall, or berm/soundwall combination. This berm/soundwall shall extend 100 feet southward from the Lot 2 property line along the proposed Lot 2 western property line. This berm/soundwall shall also extend along the eastern property line of the proposed Lot 3 all the way to the project entrance. In addition, for any provision of direct access to Lot 2 or Lot 3 from Green Valley Road, the berm/soundwall shall include a wrap-around design along the entrance drive to this lot in such a manner as to completely block the line-of-sight from the roadway to the outdoor use areas of Lot 2 or Lot 3. The required height of the soundwall/berm shall be determined based on the placement of the residential structure. The developer shall also construct a berm, or soundwall, or berm/soundwall along the entire length of the eastern property line of the proposed Lot 4 (facing Green Valley Road). The berm/soundwall shall wrap-around the northwestern property line of Lot 4, along the project's northern entrance roadway, for an additional 100 feet. The required height of the soundwall/berm shall be determined based on the placement of the residential structure. 	<p>Notes on construction plans; site inspection; submittal of documentation</p>	<p>Prior to and during construction</p>	<p>El Dorado County Development Services Department - Planning Services</p>		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
G. BIOLOGICAL RESOURCES						
<p>BIO-1: The proposed project may result in the destruction or abandonment of nests or burrows occupied by special-status, <u>species of special concern</u>, or non-special-status bird species that are protected under the Migratory Bird Treaty Act and Fish and Game Code.</p>	<p>BIO-1g: A qualified biologist shall conduct <u>site surveys and a review of the CNDDDB occurrences of eagle nests</u>, prior to tree pruning, tree removal, transplantation, ground disturbing activities, or construction activities on the site to locate active nests containing either viable eggs or young birds. Preconstruction surveys are not required for tree removal, tree pruning, or construction activities outside the nesting period. If construction would occur during the nesting season (February 1 to August 31), preconstruction surveys shall be conducted no more than 14 days prior to the start of pruning, construction, or ground disturbing activities. Preconstruction surveys shall be repeated at 14-day intervals until construction has been initiated in the area after which surveys can be stopped. Locations of active nests containing viable eggs or young birds shall be described and protective measures implemented until the nests no longer contain eggs or young birds. Protective measures shall include establishment of clearly delineated exclusion zones (i.e., demarcated by uniquely identifiable fencing, such as orange construction fencing or equivalent) around each nest site as determined by a qualified wildlife biologist, taking into account the species of birds nesting on-site and their tolerance for disturbance. In general, exclusion zones shall be a minimum of 300 feet from the drip line of the nest tree or nest for raptors and 50 feet for passerines and other species. The active nest sites within an exclusion zone shall be monitored on a weekly basis throughout the nesting season to identify signs of disturbance or to determine if each nest no longer contains eggs or young birds. The radius of an exclusion zone may be increased by the project biologist if project activities are determined to be adversely affecting the nesting birds. Exclusion zones may be reduced by the project biologist only in consultation with CDFW. The protection measures shall remain in effect until the young have left the nest and are foraging independently or the nest is no longer active. For any project-related activities involving the removal of trees during the nesting season, a report shall be submitted to the County of El Dorado and CDFW once per year documenting the observations and actions implemented to comply with this mitigation measure.</p>	<p>Submittal of documentation; site inspection</p>	<p>Prior to tree removal</p>	<p>El Dorado County Development Services Department - Planning Services</p>		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
BIO-1 <i>Continued</i>	<u>BIO-1b: A qualified biologist shall conduct a survey for burrowing owl (<i>Athene cunicularia</i>) no less than 3 days prior to initiating ground-disturbing activities. The survey shall be conducted utilizing the recommended methods in the Staff Report on Burrowing Owl Mitigation, March 7, 2012, by the State of California, Natural Resources Agency, Department of Fish and Wildlife. The entire project area shall be surveyed, as well as adjoining areas within 150 meters of the project boundaries. For adjoining areas where access is not available, the survey can be conducted utilizing a spotting scope or other methods. If owls are detected on the site, avoidance and minimization measures shall be implemented in coordination with CDFW. If owls are not detected, a final survey shall be conducted within 24 hours prior to ground-disturbing activities to ensure that owls have not moved into the project area.</u>					
BIO-2: Implementation of the proposed project would require the removal of oak trees woodlands that are protected under County guidelines and General Plan Policy 7.4.4.4 and which would be a significant impact.	<p><u>BIO-2:</u> The project applicant shall implement the following two-part measure:</p> <ul style="list-style-type: none"> <u>BIO-2a:</u> The project applicant shall comply with County oak tree mitigation requirements to the satisfaction of the Development Services Division, and per-in compliance with the requirements of Option A of under Policy 7.4.4.4. <u>As a condition of approval,</u> Prior to providing any permits for the project, the project applicant shall prepare and submit an Oak Tree Removal Mitigation Plan to the satisfaction of and approval by the County. Per-Pursuant to the Arborist Report for Phase 1 of the project, mitigation for oak tree removal will generally consist of planting up to 4.48 acres of oak trees canopy area at a 1:1 ratio per for the acres actually removed, up to the allowable 10 percent canopy reduction-removal area. The Mitigation Plan shall identify the locations for all on-site and off-site planting areas as well as all conditions associated with the planting. At a minimum, all tree planting for this mitigation measure will comply with the County's target density of 200 trees per acre and other guidelines set forth under Option A, <u>as well as the project tree planting specifications summarized in the Dixon Ranch Oak Site Assessment Report and further detailed in the Oak Tree Removal Mitigation Plan.</u> The Mitigation Plan shall also identify measures to protect oak trees adjacent to the construction areas that will not be removed. 	Submittal of documentation; site inspection	Prior to and during tree removal	El Dorado County Development Services Department - Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
BIO-2 <i>Continued</i>	<ul style="list-style-type: none"> <u>BIO-2b: The project applicant shall provide a tentative map and development plan for Phase 2 of the project. Phase 2 of the project will undergo additional CEQA review (as necessary) and must adhere to all provisions and mitigations outlined in the Option B Oak Tree Removal Mitigation Plan. Phase 2 development shall be subject to the requirements of Option A under Policy 7.4.4.4. If in the future, Option B becomes available, the project will undergo additional CEQA review as necessary, and must adhere to all provisions and mitigations outlined in the Option B adopted policy amendments, associated CEQA clearance document, and Oak Tree Removal Mitigation Plan.</u> Option B mitigations and measures may include the following: preparation of an Oak Tree Removal Mitigation Plan, to the satisfaction of and approval by the County; payment of a mitigation fee to the County, for offsite permanent preservation and/or dedication per towards an easement of oak woodlands; inclusion and permanent protection of additional oak woodlands as part of the project to offset tree woodland removals; or other feasible measures identified by and to the satisfaction of and approval of the County. <u>Because it is not known at this time what the updated General Plan will require, at a minimum, the Oak Tree Removal Mitigation Plan shall require oak woodland of comparable quality is conserved, created, or restored at a ratio of two acres of oak woodland canopy area conserved for every one acre of oak canopy area removed (2:1).</u> 					

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
H. CULTURAL RESOURCES						
<u>CULT-1</u> : Ground disturbing activities associated with site preparation and the construction of the proposed project could result in the destruction of historic and prehistoric artifacts on the project site.	<p><u>CULT-1</u>: Protective fencing shall be placed around the Dixon Ranch Stone Corral, Bedrock Mortars, and Dry Laid Rock Walls during construction of the proposed project. Protection and preservation of these features should be considered for incorporation into the site plan. If ground disturbance will occur within 20 meters of the bedrock mortars, an archaeological monitor should be present, to ensure protection of these resources. If these features need to be removed for construction of the project, the following activities are recommended:</p> <ul style="list-style-type: none"> • Undertake photo-documentation and prepare scaled drawings of the corral and dry-laid rock walls, and bedrock mortar. • Consult with tribal leaders to consider the possible removal of the bedrock mortars to a location where they can be preserved and interpreted, such as the Shingle Springs Rancheria, 5281 Honpie Rd, Placerville, CA 95667. 	Site inspection; submittal of documentation	Prior to and during ground disturbing activities	El Dorado County Development Services Department - Planning Services		
<u>CULT-2</u> : Ground-disturbing construction associated with the project may result in impacts to unidentified historical archaeological deposits that may qualify as historical or archaeological resources under CEQA.	<p><u>CULT-2</u>: A qualified archaeologist shall monitor ground-disturbing project activities at the project site and along the off-site sewer alignment. Archaeological monitors must be empowered to halt construction activities at the location of the discovery to review possible archaeological materials and to protect the resource while the finds are being evaluated. Monitoring shall continue until, in the archaeologist's judgment, archaeological deposits are not likely to be encountered.</p> <p>If archaeological deposits are discovered during project activities, all work within 100 feet of the discovery shall be redirected until the archaeological monitor assesses the situation, consults with agencies as appropriate, and provides recommendations for the treatment of the discovery. Adverse effects to archaeological deposits should be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their California Register of Historical Resources eligibility. If the deposits are not eligible, a determination shall be made as to whether it qualifies as a "unique archaeological resource" under CEQA. If the deposits are neither a historical nor unique archaeological resource, avoidance is not necessary. Adverse effects to significant sites that cannot be avoided, or sites that cannot be preserved, must be mitigated.</p>	Site inspection; submittal of documentation	Prior to and during ground disturbing activities	El Dorado County Development Services Department - Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
CULT-2 <i>Continued</i>	<p>Mitigation can include, but is not necessarily limited to, excavation of the deposit in accordance with a data recovery plan (see CEQA Guidelines Section 15126.4(b)(3) (C)) and standard archaeological field methods and procedures; laboratory and technical analyses of recovered archaeological materials; preparation of a report detailing the methods, findings, and significance of the archaeological site and associated materials; and accessioning of archaeological materials and a technical data recovery report at a curation facility.</p> <p>Upon completion of the monitoring, the archaeologist should prepare a report that describes the results of the monitoring, including any measures that may have been implemented for mitigation of impacts to significant archaeological deposits identified during monitoring. The report should be submitted to the El Dorado County Planning Division and the Northwest Information Center.</p>					
CULT-3: Project ground-disturbing activities may disturb human remains, including those interred outside of formal cemeteries, and may result in impacts to cultural resources under CEQA.	<p>CULT-3: If human remains are encountered, these remains shall be treated in accordance with Health and Safety Code Section 7050.5 and <i>CEQA Guidelines</i> Section 15064.5(e). The project applicant shall inform its contractor(s) of the appropriate protocols in the event that human remains are unearthed by including the following directive in contract documents:</p> <p><i>If human remains are encountered during project activities, work within 100 feet of the discovery shall be redirected and the El Dorado County Coroner notified immediately. At the same time, an archaeologist shall be contacted to assess the situation and consult with agencies as appropriate. Project personnel shall not collect or move any human remains and associated materials. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.</i></p> <p>The County shall verify that the language has been included in the contract documents before issuing a grading permit.</p>	Notes on construction plans; site inspection; submittal of documentation	Prior to and during ground disturbing activities	El Dorado County Development Services Department - Planning Services/El Dorado County Coroner		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
CULT-3 <i>Continued</i>	Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report should be submitted to the El Dorado County Planning Services Division and the North Central Information Center.					
CULT-4: Ground disturbing activities associated with project implementation may destroy unique paleontological resources.	<p>CULT-4: The project applicant shall include the following directive on the grading plans:</p> <p><i>If paleontological resources are encountered during project subsurface construction, all ground-disturbing activities within 100 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Paleontological resources include fossil plants and animals, and such trace fossil evidence of past life as tracks. Ancient marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Vertebrate land mammals may include bones of mammoth, camel, saber tooth cat, horse, and bison. Paleontological resources also include plant imprints, petrified wood, and animal tracks.</i></p> <p>The County shall verify that the language has been included in the grading plans before issuing a grading permit.</p> <p>Adverse effects to such deposits shall be avoided by project activities. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. If the resources are not significant, avoidance is not necessary. If the resources are significant, project activities shall avoid disturbing the deposits, or the adverse effects of disturbance shall be mitigated. Mitigation may include monitoring, recording the fossil locations, data recovery and analysis, a final report, and accessioning the fossil materials and technical report to a paleontological repository.</p>	Notes on construction plans; site inspection; submittal of documentation	Prior to and during ground disturbing activities	El Dorado County Development Services Department - Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
CULT-4 <i>Continued</i>	Upon completion of the paleontological assessment, a report shall be prepared documenting the methods, results, and recommendations of the assessment. The report shall be submitted to the El Dorado County Planning Services Division and, if paleontological materials are recovered, a paleontological repository, such as the University of California Museum of Paleontology.					
I. GEOLOGY, SOILS, AND SEISMICITY						
GEO-1: In the absence of proper design, project occupants may potentially be subject to geotechnical hazards including landslide, lateral spreading, subsidence, or collapse.	<p>GEO-1a: Prior to the issuance of any site-specific grading or building permits, a design-level geotechnical plan review shall be prepared by a licensed professional, in compliance with County guidelines, and submitted to the County for review and approval. The plan review shall include a finding that the proposed development incorporates all recommendations of the preliminary geotechnical investigation for the project and fully complies with the CBC as well as federal, state, and County requirements. All recommendations, design criteria, and specifications set forth in the preliminary geotechnical investigation and design-level geotechnical plan review shall be implemented.</p> <p>GEO-1b: As a condition of approval for grading permits, a qualified and licensed professional, or his/her representative, shall be required to be present as a construction monitor during clearing and grading of the project site to observe the stripping of deleterious material, over-excavation of existing fills, and to provide consultation as required to the grading contractor(s) in the event that previously undiscovered geotechnical issues are discovered during clearing and grading operations.</p>	Submittal of documentation; site visit	Prior to issuance of grading or building permits/during clearing and grading of project site	El Dorado County Development Services Department - Planning Services		
J. HYDROLOGY AND WATER QUALITY						
HYD-1: The construction period and operation period of the project could result in degradation of water quality in Green Spring Creek and downstream receiving waters by reducing the quality of stormwater runoff and increasing erosion/sedimentation.	<p>HYD-1: Implementation of the following two-part mitigation measure would reduce construction- and operation-period impacts to water quality to a less-than-significant level:</p> <p>HYD-1a: Consistent with the requirements of the statewide Construction General Permit, the project applicant shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) designed to reduce potential adverse impacts to surface water quality during the project construction period. The SWPPP shall be designed to address the following objectives:</p>	Submittal of documentation; site visit	Prior to issuance of grading permits	El Dorado County Department of Transportation		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
HYD-1 <i>Continued</i>	<p>(1) all pollutants and their sources, including sources of sediment associated with construction, construction site erosion and all other activities associated with construction activity are controlled; (2) where not otherwise required to be under a Regional Water Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated; (3) site Best Management Practices (BMPs) are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity; and (4) stabilization BMPs installed to reduce or eliminate pollutants after construction are completed.</p> <p>The SWPPP shall be prepared by a Qualified SWPPP Developer. The SWPPP shall include the minimum BMPs required for the identified Risk Level, <u>as well as the County's West Slope Erosion and Sediment Control Requirements for active construction and site stabilization</u>. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction or the Caltrans Stormwater Quality Handbook Construction Site BMPs Manual, <u>as well as the County's Erosion and Sediment Control requirements</u>.</p> <p>The SWPPP shall include a construction site monitoring program that identifies requirements for dry weather visual observations of pollutants at all discharge locations, and as appropriate, depending on the project Risk Level, sampling of site effluent and receiving waters. A Qualified SWPPP Practitioner (QSP) shall perform or supervise all inspection, maintenance, repair, and sampling activities. Although the QSP may delegate any or all of these activities to a trained employee, the QSP shall ensure that all tasks are adequately completed.</p> <p>In addition to the SWPPP requirement, the project shall fully comply with El Dorado County's <u>SWMP Storm Water Ordinance (Ordinance No. 5022)</u>, Grading, Erosion and Sediment Control Ordinance (Chapter 15.14), and Design and Improvement Standards Manual, Drainage Manual.</p>					

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
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HYD-1 <i>Continued</i>	<p><u>HYD-1b</u>: The project sponsor shall fully comply with the requirements of the <u>most current</u> Phase II General Permit, as implemented by <u>the El Dorado County through the SWMP West Slope Storm Water Program, Storm Water Ordinance (Ordinance No. 5022)</u>, Grading, Erosion and Sediment Control Ordinance (Chapter 15.14), Design and Improvement Standards Manual, Drainage Manual, and General Plan Goal 7.3. Responsibilities include, but are not limited to, designing BMPs into project features and operations to reduce potential impacts to surface water quality and to manage changes in the timing and quantity of runoff associated with development of the project site. The BMPs shall include <u>Site Design/Low Impact Development (LID)</u> measures, such as minimizing disturbed areas and impervious cover and then infiltrating, storing, detaining, <u>retaining</u>, evapotranspiring, and/or biotreating stormwater runoff close to its source, to the maximum extent practicable. It should <u>Hydromodification Management will also be noted that because included in the project design, site is characterized by shallow bedrock and low permeability soils, some LID measures, such as those that rely on infiltration, are not likely to be feasible at the project site.</u></p> <p>Funding for the maintenance of all BMPs for the life of the proposed project shall be specified <u>the responsibility of the Home Owner's Association (HOA)</u> (as the County will not assume maintenance responsibilities for BMPs within private developments). The project sponsor shall establish a stormwater system operation and maintenance plan that specifies a regular inspection schedule of stormwater treatment facilities <u>in accordance with the Phase II General Permit. The plan shall be submitted to the County for review and approval. Maintenance Monitoring, Inspection and Reporting documents required by the plan or the SWRCB shall be submitted to County or SWRCB on demand.</u> The plan and subsequent reports documenting the inspections and remedial actions shall be submitted to the County for review and approval.</p>					

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
K. HAZARDS AND HAZARDOUS MATERIALS						
HAZ-1: Demolition of existing structures on the project site could release lead, asbestos, and/or other hazardous materials, presenting a risk to human health and the environment.	HAZ-1: A hazardous building materials survey shall be conducted by a qualified and licensed professional for all structures proposed for demolition under the project. All loose and peeling lead-based paint and asbestos-containing material (ACM) shall be abated by certified contractor(s) in accordance with local, State, and federal requirements. All other hazardous materials shall be removed from buildings prior to demolition in accordance with DOSH regulations. If required, the completion of the abatement activities shall be documented by a qualified environmental professional(s) and submitted to the County for review with applications for issuance of construction and demolition permits.	Submittal of documentation; site inspection	Prior to issuance of a demolition permit	El Dorado County Environmental Management Department-Hazardous Materials Division		
L. UTILITIES						
UTL-1: A degree of uncertainty is inherent in EID's ability to meet long-term cumulative water supplies, which could result in the need to construct new or expand existing water facilities, the construction of which could cause significant environmental effects, and/or could require new or expanded entitlements for water supplies.	UTL-1: Prior to approval of any final subdivision map for the proposed project, the applicant shall secure a "will serve" letter or equivalent written verification from EID demonstrating the availability of sufficient water supply for the project.	Submittal of documentation	Prior to approval of final subdivision map	El Dorado County Development Services Department - Planning Services		
UTL-2: Existing water infrastructure does not provide adequate pressure or capacity to serve the proposed project.	UTL-2: The applicant shall construct a looped water line extension connecting to the 12-inch water line located in Green Valley Road (near the future intersection of Silver Springs Parkway) and/or also to the 10-inch water line located at the intersection of Clarksville Road and Greenview Drive. Additionally, the project will be required to connect to the 8-inch water line located near the western project boundary. It is likely that at least one pressure reducing station will be required in order to accommodate this connection. The Facility Plan Report (FPR), which shall be prepared by the applicant, shall analyze the future storage in this region based on potential future developments and the timing of the project. At the current time, additional storage is not required in the Bass Lake Tank service area to meet current demand and fire flow requirements.	Submittal of documentation; site inspection	Prior to issuance of a building permit	El Dorado County Development Services Department - Planning Services		
UTL-3: There is currently inadequate wastewater infrastructure to serve the proposed project.	UTL-3: The project applicant, in consultation with EID and El Dorado County, shall undertake the following actions to the satisfaction of the EID and El Dorado County: <ul style="list-style-type: none"> Prior to any construction activities within the SMUD corridor, the existing swale on site shall be marked and identified by a wetland biologist, and all construction activities shall occur outside of the marked area. 	Site inspection; Submittal of documentation	Prior to construction activity	El Dorado County Development Services Department - Planning Services		

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
UTL-3 <i>Continued</i>	<ul style="list-style-type: none"> • Prior to any construction activities, botanical surveys conducted by a qualified botanist at the appropriate blooming period shall occur within the off-site sewer SMUD corridor. These surveys shall include big-scaled balsamroot, Brandegees' clarkia, Bisbee Peak rush rose, and dwarf downingia. Should these or other special-status plant species be found on the project site, a mitigation plan shall be prepared and implemented to the satisfaction of the El Dorado County Development Services Division and the California Department of Fish and Wildlife. • Wastewater Expansion: All three alternatives include the following: (1) on-site sewer lift station, force main and gravity lines; (2) connecting to the existing gravity sewer line in Lima Way; (3) improvements to split the sewer flows near the intersection of Lima Way and Aberdeen Way; and (4) use of the existing sewer system in Highland Views to the existing Highland Hills Lift Station (HMLS). <ul style="list-style-type: none"> ○ Offsite Alternative 1 (Preferred Alternative). Under this alternative, when the existing capacity of HMLS has been reached, it would be necessary to improve the existing facility in order to serve the project. In addition to HMLS improvements, a new force main would be constructed. The proposed force main alignment would start at HMLS and run through the Highland Hills subdivision within existing streets to Silva Valley Parkway. It would then continue south along Silva Valley Parkway until reaching the SMUD corridor, where it would head west along the Stone Gate subdivision boundary, ultimately making a connection to an existing 15-inch gravity line. <p>The existing capacity of the gravity lines running through the streets of Highland View can adequately serve the project after the flows are split. Currently, there is capacity for an additional 200 equivalent dwelling units (EDUs) within the existing sewer line along the EID sewer access road downstream to HMLS. Once this capacity is reached, approximately 1,600 lateral feet of existing gravity sewer line within the access road would be upsized to accommodate proposed flows.</p> 					

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
UTL-3 <i>Continued</i>	<ul style="list-style-type: none"> ○ Offsite Alternative 2. Under this alternative, when capacity is reached at HHLS, a new lift station would be constructed on APN 126-360-18. This site currently houses an existing water pump. In order to accommodate the new sewer lift station, site improvements would be made. In addition, gravity sewer improvements would be made in Aberdeen Lane in the vicinity of the new station to route the flows to the new lift station. From there, a new force main would be constructed down the sewer access road and along Appian Way to Silva Valley Parkway. Once at the SMUD corridor, the force main would then head west along the Stone Gate subdivision boundary, ultimately making a connection to the existing 15-inch gravity line. ○ Offsite Alternative 3. Under this alternative, when capacity at HHLS is reached, a new lift station would be constructed on APN 126-390-22. A new force main would also be constructed. Two potential force main alignments have been identified: <ul style="list-style-type: none"> ▪ Alternative A would run to Loch Way, through Highland Hills subdivision within the existing streets to Silva Valley Parkway. It would then continue south along Silva Valley Parkway until reaching the SMUD corridor, where it would then head west along the Stone Gate subdivision boundary, ultimately making a connection to an existing 15-inch gravity line. ▪ Alternative B would run back up the existing sewer access road, along Appian Way to Silva Valley Parkway, until reaching the SMUD corridor, where it would then head west along the Stone Gate subdivision boundary, ultimately connecting to an existing 15-inch gravity line. 					
M. PUBLIC SERVICES						
<i>There are no significant impacts to public services.</i>						
N. VISUAL RESOURCES						
<i>There are no significant impacts to visual resources.</i>						

Table 1: Dixon Ranch Residential Project Mitigation Monitoring and Reporting Program

Identified Impacts	Mitigation Measures	Method of Verification	Timing of Verification	Agency Responsible for Verification	Verification of Completion	
					Date	Initial
IMPROVEMENT MEASURES						
	<p><u>Improvement Measure 1:</u> Prior to the start of grading activities the following protective measures for VELB will be implemented:</p> <ol style="list-style-type: none"> 1. Construction fencing will be placed at least 20 feet from the elderberry shrubs in order to prevent direct impacts to the elderberry shrubs from encroachment by construction equipment and personnel, and to prevent indirect impacts to the elderberry shrubs due to dust. 2. Signs will be placed every 50 feet along the protective fencing which state, "This area is habitat for the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs will be clearly visible from a distance of 20 feet, and must be maintained for the duration of construction. 3. Worker awareness training will be conducted by a qualified biologist prior to initiation of construction activities in the vicinity of the elderberry shrubs. The training will instruct construction crews regarding the status of the beetle, the need to protect the elderberry plant, and the possible penalties for not complying with the requirements. 	site inspection	Prior to and during grading activities	El Dorado County Development Services Department - Planning Services		

Source: LSA Associates, Inc., 2015.

EXHIBIT 4
PROPERTY MAP

DIXON RANCH

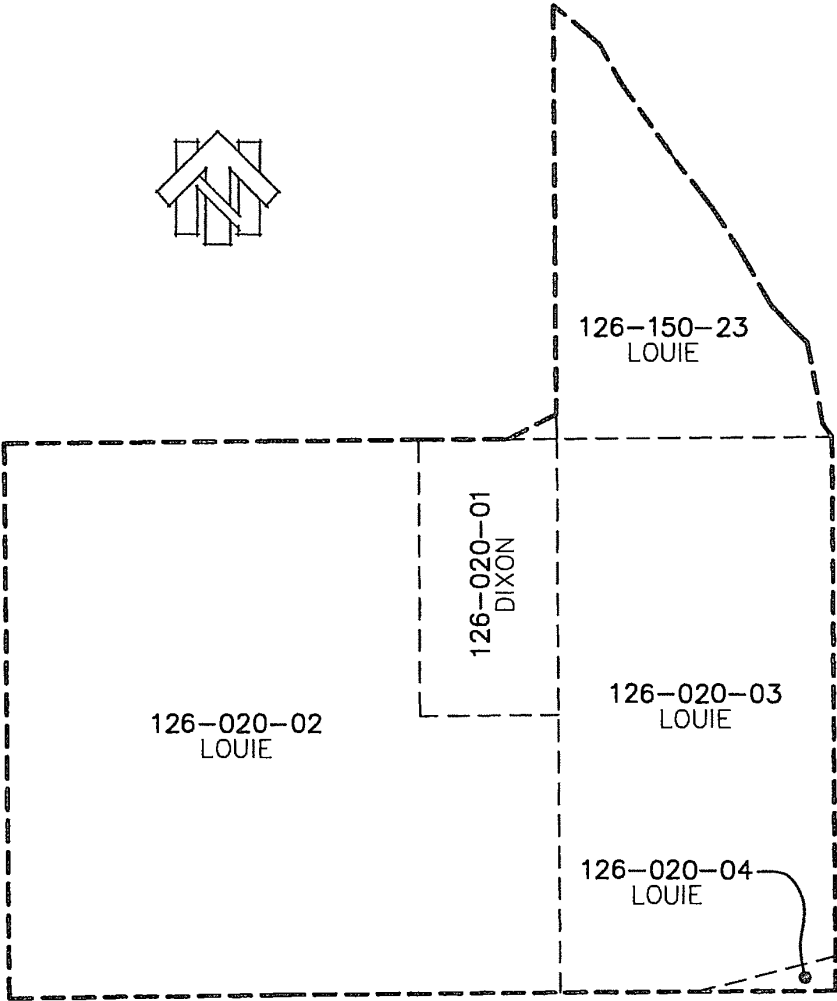


EXHIBIT 5

Property Legal Description
Dixon Ranch

PARCEL ONE:

The West half of the Southeast quarter and the East half of the Southwest quarter of Section 24, Township 10 North, Range 8 East, M.D.B.&M.

Excepting therefrom the East half of the Northwest quarter of the Southeast quarter of Section 24, Township 10 North, Range 8 East, M.D.B.&M.

APN: 126-020-02-100 portion

PARCEL TWO:

All that portion of the Southwest quarter of the Northeast quarter of Section 24, Township 10 North, Range 8 East, M.D.B.&M., more particularly described as follows:

Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 24 and thence running North 120 feet to Stake No. 1; thence running Southwesterly 240 feet to Stake No. 2; thence 240 feet East to the point of commencement.

APN: 126-020-02-100 portion

PARCEL THREE:

The East half of the Southeast quarter of Section 24 Township 10 North, Range 8 East, M. D. B. &M.

APN: 126-020-03-100

126-020-04-100

PARCEL FOUR:

All that portion of the East 1/2 of the Northeast 1/4 of Section 24, Township 10 North, Range 8 East, M.D.B.& M., lying Southwesterly of Green Valley Road, as said Road Existed on June 1, 1950.

Excepting therefrom

All that portion of the Northeast 1/4 of Section 24, Township 10 North, Range 8 East, M.D.M. described as follows:

Beginning at a 2 inch diameter capped iron pipe stamped RCE 13409, marking the East 1/4 corner of said Section 24; thence from said point of beginning along the Easterly line of said Section 24, North 00° 24' 00" West 342.10 feet to a 1 1/2 inch diameter capped iron pipe set at the Southeasterly corner of Parcel 2 of that certain Parcel Map on file in the Office of the Recorder of the County of El Dorado, California, in Book 41 of Parcel Maps at Page 3; thence along the Southerly line of said Parcel 2 North 46° 07' 20" West 12.01 to a 3/4 inch diameter capped iron pipe and continuing North 46° 07' 20" West 150.32 feet; thence leaving said Southerly line South 10° 26' 38" East, 394.74 feet; thence South 35° 46' 15" East 81.84 feet to the point of beginning. As granted to Michael J. Peters et ux, recorded May 31, 2001 as Document No. 2001-0030614.

APN: 126-150-23-000

PARCEL FIVE:

The East half of the Northwest quarter of the Southeast quarter of Section 24, Township 10 North, Range 8 East, M.D.B.&M.

APN: 126-020-01-000

LAND USE EXHIBIT DIXON RANCH - PHASE 1

Exhibit G-1

COUNTY OF EL DORADO

APRIL, 2014

STATE OF CALIFORNIA

LEGEND				
PROJECT DESCRIPTION	NO. UNITS	PROJECT AREA (SQ. FT.)	AVG. LOT AREA (SQ. FT.)	AVG. LOT AREA (AC.)
PRICE HOME				
AGE RESTRICTED SMALL LOT 57 UNITS	4,775 SF	4,775 SF	8,899 SF	0.204 AC.
AGE RESTRICTED LARGE LOT 57 UNITS	5,775 SF	5,775 SF	10,465 SF	0.240 AC.
MIXED SMALL LOT 85 UNITS	5,775 SF	6,413 SF	11,711 SF	0.269 AC.
MIXED LARGE LOT 134 UNITS	8,875 SF	8,875 SF	16,577 SF	0.378 AC.
MIXED 24 UNITS	10,000 SF	10,075 SF	41,841 SF	0.951 AC.
MIXED 24 UNITS	16,000 SF	11,524 SF	30,267 SF	0.692 AC.
ESTATE RESIDENCE 2 UNITS	1.00 AC.	1.00 AC.	1.00 AC.	1.00 AC.
ESTATE RESIDENCE LARGE LOT 4 UNITS	3.00 AC.	3.00 AC.	3.00 AC.	3.00 AC.
ESTATE RESIDENCE 1 UNIT	3.00 AC.	3.01 AC.	3.01 AC.	3.01 AC.
TOTAL RESIDENTIAL UNITS = 411				

	CLIQUE
	LIFT STATION
	OPEN SPACE
	PARKS
	LANDSCAPE LOTS
G	PROPOSED DRIVE
PEDESTRIAN CIRCULATION	
	BIWAY
	PEDESTRIAN PATHWAY
	OPEN SPACE TRAIL
	MULTI-USE TRAIL
	CLASS 2 BIKE LANE

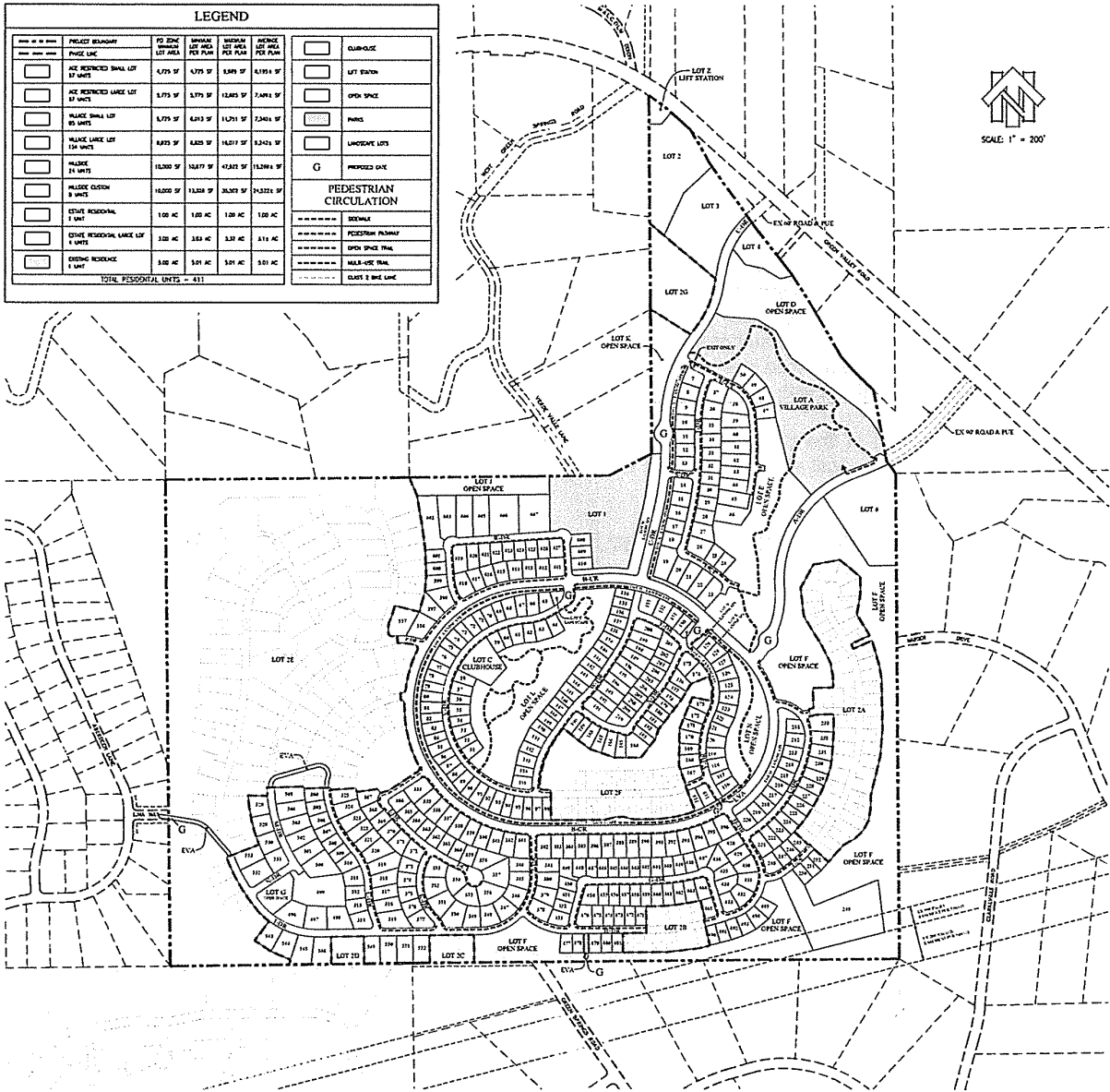


Exhibit 7

Green Valley Corridor Improvements Cost Estimate

Improvements Under Consideration - Based on the Final Corridor Analysis Report, Green Valley Road, El Dorado County, California, Dated October 2014 (Study) and Further Evaluation

The following improvements are proposed for consideration (See page 3 for locations):

SEGMENT IMPROVEMENTS

Location 1 (Francisco Drive to El Dorado Hills Boulevard)

- Extend existing 4-lane configuration from its current terminus at east side of Safeway Center to connect with 4-lane improvements required by Mitigation Measure Trans-5, above and beyond requirement of proposed mitigation measure. This improvement eliminates a short segment of two lane road which would otherwise remain as a result of roadway tapers.
This item is a suggested over-build of the proposed Mitigation Measure Trans-5 to further improve this segment consistent with the future planned widening of Green Valley Road.
- As suggested in the Study, extend sidewalk on the north side of Green Valley Road from its current terminus at the east side of Safeway Center to connect with El Dorado Hills Blvd / Salmon Falls Road intersection.

Location 2 (El Dorado Hills Blvd to Silva Valley Parkway)

- As suggested in the Study, provide sidewalk on the north side of the roadway.

INTERSECTION IMPROVEMENTS

Location 3 (Sophia Parkway)

- As suggested in the Study, add a signal head to the westbound through movement on the signal pole in the southeast corner of the intersection.

Location 4 (El Dorado Hills Boulevard)

- The Study suggests considering installation of sidewalk at the northwest corner of this intersection. This improvement was already identified for consideration as a part of Segment Improvements - Location 2 above.

Location 5 (Loch Way)

- As suggested in the Study, install traffic calming strategies such as lane narrowing concept on the major road approach with pavement markings and rumble strips. Rumble strips may also help in addressing the speed transition zone concept identified in the Study.

Location 6 (Rocky Springs Road / Steves Way)

- As suggested in the Study, install stop signs and bars at side street approaches.
- As suggested in the Study, install post mounted delineators (Type "E") at all four corners to better define the intersection.
- Improve sight distance at Rocky Springs Road

Location 7 (Malcolm Dixon Road)

- As suggested in the Study, install advance intersection warning signs (W2 series) or street name signs on the Green Valley Road approaches.
- As suggested in the Study, upgrade post-mounted delineators (Type "E") at the intersection to better define the turning radius.

PLEASANT GROVE MIDDLE SCHOOL

Location 8

- According to the Study, the easternmost access for the school site is currently closed except as emergency access only due to driveway gradient concerns. Assist in funding improvements to correct driveway gradient concern or allow for school district to redirect contributed funds, at District's discretion, to fund alternative improvements or traffic mitigation measures.
[Note: This improvement is of benefit to the Rescue Union School District and would occur on school property; therefore the County will need to coordinate this improvement directly with the Rescue Union School District.]

SPEED LIMIT SIGNS

Locations 9 & 10 - Speed Limit Signs

- As suggested in the Study, add speed limit signs on both sides of Green Valley Road near Malcolm Dixon Road and Deer Valley Road intersections.

Speed Transition Zones

- As suggested in the Study, enhance speed transition zones at:
 1. Westbound between Malcolm Dixon Road and Silva Valley Parkway
 2. Eastbound between Silver Springs Parkway and Bass Lake Road

Treatment applications could include:

- Traffic signs per MUTCD (W3-5)
- Transverse rumble strips

The total potential cost for the above improvements is approximately:

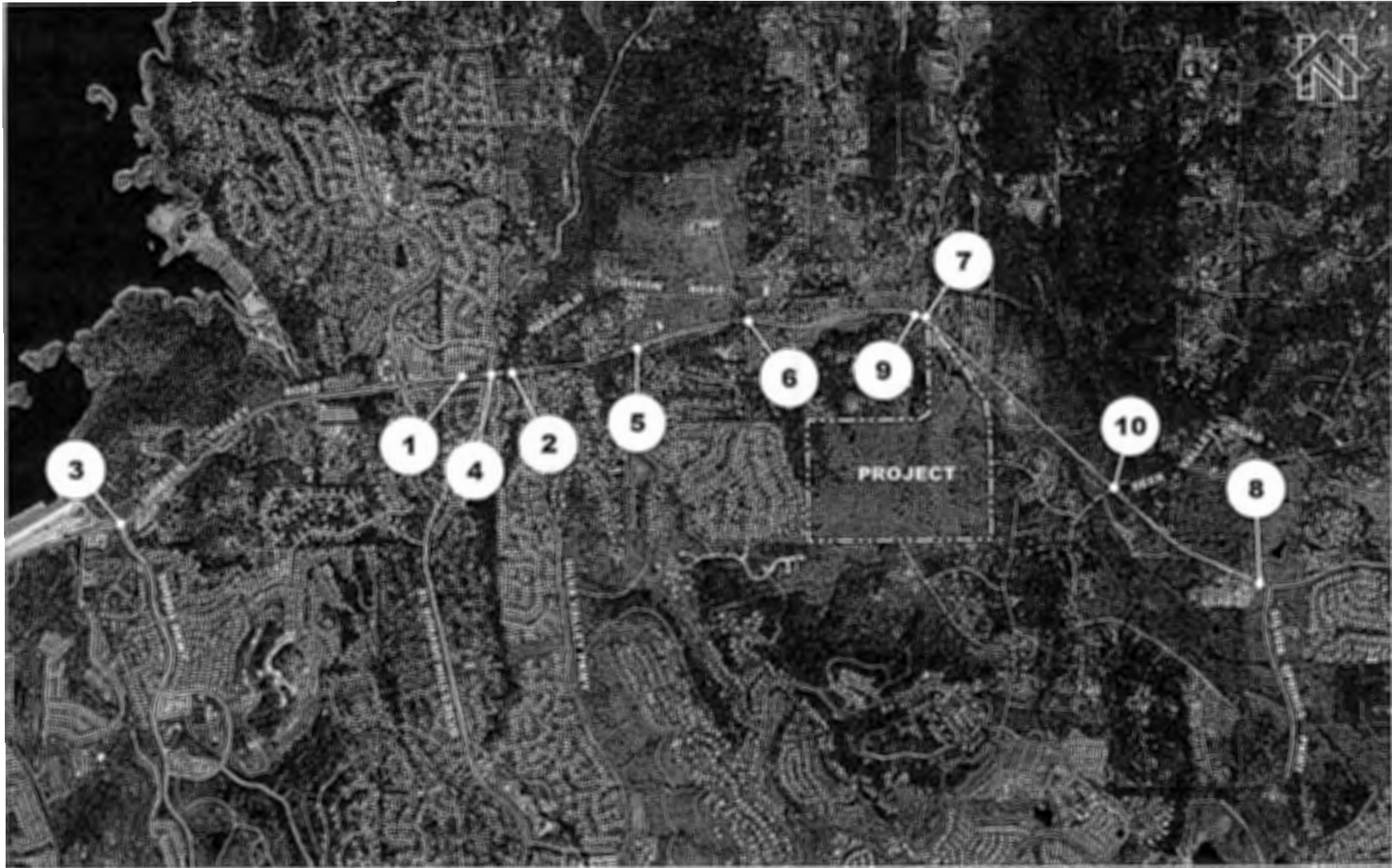
Hard Cost: \$284,000 / Soft Cost: \$142,000 / Total Cost: \$426,000

Cost Assumptions:

Hard Costs include a 30% contingency.

Soft Costs include:

- Project Initiation Document at 10%
- Project Engineering at 20%
- Construction Support / Construction Management at 15%
- Right of Way Support at 5%



Dixon Ranch
Proposed Public Facilities Financing Plan
Scenario 2: Full Buildout
September 4, 2015

Prepared for:
The True Life Companies

Prepared By:



EXHIBIT 8

4380 AUBURN BOULEVARD
SACRAMENTO, CALIFORNIA 95841

Table of Contents

Executive Summary.....1

I. Introduction.....2

Purpose of Report.....2

Organization of Report.....2

II. Project Description2

Location, Land Uses, and Population Assumptions.....2

Phasing of the Project2

III. Development Improvement Costs.....3

Backbone Infrastructure Costs3

 Mass Grading3

 Roadways3

 Sanitary Sewer.....3

 Water3

 Storm Drainage.....4

 Other Improvements.....4

 Park and Corridor Improvements4

Public Facilities Fees4

 County Building Permit Fees4

 County Impact Fees4

 School Fees.....4

 Neighborhood/Community Park Fees4

 Other Agency Fees5

Oak Canopy Mitigation Fee5

IV. Funding Strategy5

Credits and Reimbursements for Backbone Infrastructure Improvements5

 Reimbursements for Off-Site Roadway Improvements.....5

 Credits for Park Improvements.....6

Community Facilities District for Backbone Infrastructure.....6

V. Development Impact Fees6

VI. Landscape and Lighting Assessment District.....6

VII. Community Services District.....6

VIII. Tax Burden7

XI. Implementation.....7

X. Conclusion8

Tables

Table 1:	Land Use Summary
Table 2:	Summary of Project Costs
Table 3:	Summary of Estimated Backbone Infrastructure and Public Facilities Costs
Table 4:	Gross Building Permit and Development Impact Fee Summary
Table 5:	Other Project Costs Summary
Table 6:	Backbone Infrastructure Credit and Reimbursement Summary
Table 7:	CFD Bond Sizing Analysis Summary
Table 8:	Overall Project Cost Burden

Appendices

Appendix A.1:	Onsite Infrastructure Summary
Appendix A.2:	Offsite Infrastructure Summary
Appendix B.1:	Development Impact Fee Summary Detail
Appendix C.1:	Oak Tree Mitigation Fee
Appendix D.1:	Credit and Reimbursement Summary Detail
Appendix E.1:	CFD Bond Sizing and Estimated Annual Bond Debt Service
Appendix E.2:	Series 1 Bond
Appendix E.3:	Series 2 Bond
Appendix E.4:	Tax Bill Information

Executive Summary

The Development Planning and Financing Group, Inc. (“DPFG”) was retained to prepare this Public Facilities Financing Plan (“PFFP”) on behalf of The True Life Companies (“Developer”) as a strategy to fund the required backbone infrastructure, public facilities, development impact fees, and maintenance costs required to serve the land uses in the Dixon Ranch Project (the “Project”).

Based on peer review comments provided by Goodwin Consulting Group, Inc. (“GCG”) on the initial first draft of the PFFP dated January 13, 2015, DPFG has prepared two different scenarios to evaluate Project impacts under restrictions inherent to Oak Woodland Policy 7.4.4.4. Scenario 1 will include only those land uses permitted pursuant to Option A of the Oak Woodland Policy, which coincides with Phase 1 of the Project and Scenario 2 will include land uses assuming a full project buildout. This document has also been updated to address comments provided by GCG on a second draft dated July 15, 2015, and a meeting with the County and Goodwin Consulting Group on August 24, 2015.

This version of the PFFP examines Project impacts under Scenario 2 assuming a full project buildout.

This PFFP utilizes two measures to determine if the Project is feasible and competitive compared to other developments. The two feasibility measures include a one-time cost burden analysis as well as an annual tax burden analysis.

The total gross development costs for the Project is approximately \$79.6 million, comprised of \$31.0 million in gross backbone infrastructure, \$48.4 million in gross development impact fees, and \$163 thousand in other Project costs (i.e. Oak Tree Mitigation Fee).

This gross cost burden is offset by approximately \$7.0 million in existing fee programs that will result in a reimbursement and/or fee credit to developers who build those improvements and approximately \$18.2 million in Community Facilities District (“CFD”) bond proceeds.

After these credit and reimbursement adjustments, the net one-time Project costs are approximately \$54.3 million.

The Project has an overall anticipated tax burden of 1.59% of the assessed home value that includes school district general obligation bonds, an assessment to fund library services, and several County Service Areas that provide solid waste, hazardous waste, road maintenance, and ambulance services. The Project is also proposing the formation of a Landscape and Lighting District (“LLAD”), and a CFD to fund backbone infrastructure improvements and development impact fees, and a CFD to fund County services.

I. Introduction

Purpose of Report

This PFFP report was prepared for the Developer by DPFPG as a strategy to fund costs required to develop and serve the land uses in the approved Project. The findings will provide a clear understanding of the Project feasibility, financing opportunities, and overall costs associated with the Project.

Organization of Report

The report will look at all costs associated with the development of the properties located in the Project. Cost items include; (i) backbone infrastructure, (ii) public facilities, and (iii) development impact fees. Once all cost items are broken down, the report will analyze the feasibility of the Project and ability to develop through build out.

II. Project Description

Location, Land Uses, and Population Assumptions

The Project consists of approximately 280 acres located within El Dorado County (“County”), within the El Dorado Hills Community Region Boundary area. The Project site is generally bordered by Green Valley Road, near its intersection with Malcom Dixon Road, to the north, and adjacent to subdivisions including Green Springs Ranch to the east and southeast, Serrano to the southwest, and Highland View to the west.

The Project is proposing to add a total of 604 residential units to the County. **Table 1** shows the breakdown of land uses within the Project for both residential and non-residential land uses which includes parks, open space, landscape roadways, a lift station, and a club house.

The residential uses consist of Age Restricted and Single Family Residential (“SFR”) units. Age Restricted units make up approximately 26% of the residential units while the remaining being SFR units of varying lot sizes. The Age Restricted units are located within the center of the plan area surrounded by SFR units, with the larger custom sized lots bordering the plan area.

There is an additional 5± acre lot included in the project application that will be retained as an existing residence. For purposes of this report, this lot will be excluded since the residence already exists.

Non-residential land uses include a club house that will provide various amenities to the Age Restricted community within the Project, a neighborhood park, a village park, and open space that will be accessible by the community.

Phasing of the Project

The Project is expected to build out over an extended period of time and, generally built out in two phases. Although only the final buildout is illustrated in this PFFP, the Developer acknowledges that:

1. The Developer will be fully funding all public improvements pursuant to phasing requirements set forth in the Development Agreement or other such agreement that sets forth such requirements.

2. The Developer will be subject to reimbursement if and when other sources of funding become available to apply to infrastructure costs.
3. The Developer recognizes that a delayed Project absorption and, therefore, delayed funding from Mello-Roos or impact fee reimbursements are a risk of development and the County has no obligation to fund or reimburse improvement costs until funding becomes available.

III. Development Improvement Costs

Backbone Infrastructure Costs

Backbone infrastructure costs include the entire major infrastructure that is required to serve the Project. These items are constructed by the landowner and include mass grading, roadways, sanitary sewer, water, storm drainage and landscape/walls/trails. **Table 3** breaks down the estimated total cost of the estimates by infrastructure category for the Project. The total gross backbone infrastructure cost at build out is approximately \$31.0 million. Detailed cost estimates were provided by CTA Surveying & Engineering and include estimates for contingencies and soft costs, and are summarized in **Appendix A**. The Developer acknowledges that if actual infrastructure costs turn out to be higher than the cost estimates provided by CTA Surveying & Engineering, the Developer recognizes that the infrastructure required to serve the Project will not change, and the higher cost will be borne by the Developer, as applicable.

Mass Grading

The Project area will require grading which includes clearing and grubbing, excavation, dust control, retaining walls, and erosion control measures. Total grading work cost is approximately \$1.6 million as referenced in **Table 3**.

Roadways

The Project contains portions of arterial and collector roads extending from El Dorado County, including portions of Green Valley Road. Street work costs include clearing and grubbing, pavement removal, roadway excavation, medians, signage and striping, traffic signals, etc. The PFFP does not include in-tract subdivision improvements such as internal residential streets as these internal residential street improvements will be privately funded by the developer and/or builder. Total street work cost is approximately \$3.4 million as referenced in **Table 3**.

Sanitary Sewer

The Project will be served by the El Dorado Irrigation District (“EID”) for sewer services. The Project will be required to construct the sewer collection system as part of the overall backbone infrastructure for the Project. The system is comprised of lift stations, force mains and gravity sewers. Total sanitary sewer cost is approximately \$3.9 million as referenced in **Table 3**.

Water

EID will serve the Project with water. The proposed water system is comprised of both on-site and off-site water transmission lines which will connect to EID’s facilities for the delivery of water. Total water cost is approximately \$1.7 million as referenced in **Table 3**.

Storm Drainage

Storm drainage improvements have been designed to serve the Project. The improvements will be constructed with the construction of the roadways and will include improvements such as drainage pipelines, manholes, and inlets. Total storm drainage cost is approximately \$2.8 million as referenced in **Table 3**.

Other Improvements

The Project will also include other miscellaneous on-site and off-site improvements.

Other on-site improvements include detention pond improvements, dry utilities, and emergency vehicle accesses and gates. Total cost of these on-site improvements is approximately \$1.0 million as referenced in **Table 3**.

Other off-site improvements include signalization and lighting at the intersections of Green Valley Road at Deer Valley Road, and at the intersection of Silva Valley Parkway at Appian Way. Total cost of these off-site improvements is approximately \$0.6 million as referenced in **Table 3**.

Park and Corridor Improvements

The Project will also include various parks, landscaping, and trail improvement costs. These improvements include landscaping corridors and lots, parks, a project entrance, paseos, and bike trails. Total of park and corridor improvement costs including soft costs and contingency are approximately \$9.2 million as referenced in **Table 3**.

Public Facilities Fees

County Building Permit Fees

The County building permit fees include general building permit fees, green fee, and a Strong Motion Instrumentation Program fee. Total County building permit fees are approximately \$2.3 million as referenced in **Table 4**.

County Impact Fees

The County impact fees include transportation mitigation impact fees and rare plant mitigation fees. Total County impact fees are approximately \$14.4 million as referenced in **Table 4**.

School Fees

The Project is served by the Rescue Union School District for elementary/middle schools and El Dorado Union School District for high schools. According to the Developer, the school districts have indicated that there is sufficient existing capacity to serve the Project. The total school fees calculated is approximately \$4.0 million as referenced in **Table 4**.

Neighborhood/Community Park Fees

The total El Dorado Hills CSD Park Impact Fees for the Project is estimated at approximately \$5.9 million as referenced in **Table 4**. The Developer is currently in the process of negotiating a pre-annexation agreement with El Dorado Hills CSD. According to the Developer, discussions

with El Dorado Hills CSD have indicated that the Developer will receive fee credits for the construction of park and corridor improvements as seen in **Table 6**.

Other Agency Fees

There are other agency fees that include El Dorado Hills Fire Department Impact Fees, Safety Zone Fees, and El Dorado Irrigation District hook up, inspection, and hardware fees. The El Dorado Hills Fire Department has reviewed the Project and determined it has met its standards for new development as referenced in the Dixon Ranch Public Review Draft Environmental Impact Report. Fire department impact fees cover the costs involved with all new development. Total other agency fees are approximately \$21.4 million as referenced in **Table 4**.

Oak Canopy Mitigation Fee

On May 6, 2008 the Board of Supervisors adopted the Oak Woodland Management Plan and its implementing ordinance. Its purpose is to establish an Oak Conservation In-Lieu Fee for the purchase of conservation easements for oak woodland areas. Currently, the status of this in-lieu fee is in limbo with pending lawsuits.

The Projects Oak Conservation in-Lieu Fee has been estimated at \$163,184 as shown in **Table 5**. The requirement of this fee is still to be decided and the place holder estimate has been included for informational purposes only.

IV. Funding Strategy

All development projects must be able to fund the construction of required infrastructure and facilities. There are two common ways to fund the large improvement projects that this PFFP will analyze. These funding sources include payment of fees at building permit and financing of improvements through a CFD. The building permit fee approach requires upfront funding of improvements and the developer must wait for a reimbursement or use up fee credits. The CFD financing method allows for all the properties in the district to pay an annual tax, and raise the funds upfront for required infrastructure Projects. This method is better served for larger projects, but with a downside of having to get enough owners willing to be taxed and move forward to make the payments.

Credits and Reimbursements for Backbone Infrastructure Improvements

Reimbursements for Off-Site Public Improvements

The Developer will build public roadway improvements that are expected to be reimbursed under the County's Transportation Impact Mitigation Fee Program ("TIM Fee Program"). The Developer will be funding the signalization, widening, and re-striping of off-site roadway improvements that are estimated to provide credit toward the County's TIM Fee Program of \$2.8 million as shown in **Table 6**. The County and other affected agencies will have to review the credit and reimbursement estimates provided by the Developer and project engineer. The Developer acknowledges that material changes in these amounts may affect the Project's feasibility.

Credits for Park Improvements

The Developer is expected to build “Turn Key Parks” within the Project meaning fully developed and improved land without needing any further improvements to meet the requirements of the El Dorado Hills Community Services District (“El Dorado Hills CSD”). The construction of park improvements is estimated to provide \$4.2 million in credit toward the total El Dorado Hills CSD Park Impact fee per CTA Engineering & Surveying as shown in Table 6.

Community Facilities District for Backbone Infrastructure

The CFD will take the form of a multiple-issuance phased CFD. The net bond proceeds can be used to reimburse developers for infrastructure and/or development impact fees, as determined by the special taxes specified in the Rate and Method of Apportionment (“RMA”). The CFD will likely include the creation of five tax zones for each of the five product types and will be used to fund a portion of the costs and reimbursements for the overall Project. This debt financing tool can also be used to reimburse property owners for advance funded public infrastructure.

The total tax rate for Age Restricted units will not exceed 1.55% to stay competitive with rates for other Age Restricted communities. The total tax rate for SFR units will not exceed 1.60%.

An initial bond proceeds estimate was completed using assumptions based on the following: 30 year term, 5.5% interest rate, a 2% special tax escalator, and two bond issuances. Two series of bond issuances were assumed with the second series of bonds being issued two years after the initial bond issuance. Under this scenario, the total CFD revenue estimated would be split equally between each series of bonds. Total net bond proceeds are estimated at \$18.2 million as shown in Table 7.

V. Development Impact Fees

There is a number of different development impact fees associated with a development Project. In the Project there are public facilities fees, services fees, reimbursement fees, school fees, and backbone infrastructure costs (if not funded with a CFD). Services fees are collected by the County to directly reimburse for expenses related to the Project (i.e. plan check fees, building permit fees, etc.). In some instances, landowners/developers may be eligible for fee credits if infrastructure has been built by that developer.

VI. Landscape and Lighting Assessment District

The Developer will form a Landscape and Lighting Assessment District (“LLAD”) to finance the cost of operating and maintaining street lighting in public areas of the Project. The El Dorado Hills Community Services District will maintain Lot A (Village Park) and a portion of Lot E (Open Space), while an HOA will maintain the remaining parks and open space within the Project. An annual assessment established by County Service Area #9 will fund road maintenance within the Project. An Engineer’s Report will need to be approved at the time of formation of the LLAD, establishing a method of assessment, a maximum assessment amount, and any escalation factors that will be used to allow the annual assessments to keep pace with inflation. A placeholder annual assessment estimate of \$100 per unit will be used until an Engineer’s Report indicates the proper amount. The Developer acknowledges that if additional

costs are required to be funded through a LLAD or CSA, the additional assessment may affect the Mello-Roos bonding capacity reflected in this PFFP.

VII. Community Facilities District for County Services

The Project will form a Community Facilities District to fund any shortfalls in revenues for services that the County will provide to the Project. As per the Fiscal Impact Analysis, the Dixon Ranch Project will form a Community Facilities District that will generate approximately \$140,044 in revenue corresponding to \$231.86 per residential unit toward the County's General Fund for the cost of additional services.

VIII. Tax Burden

The property tax bill in California includes two types of taxes/assessments. The first is an "ad valorem" tax which is a tax amount, or percentage, based on the value of the property. Real property is assessed, or appraised for ad valorem tax purposes by local government, at the municipal or county level. This assessment is made up of two components (i) the improvement and/or building value, and (ii) the land value. The general ad valorem base tax is 1.0% of the property's assessed value. Other public agencies may issue bonds, upon voter approval, for the funding of public improvements such as school sites, road improvements, or parks, thus increasing the ad valorem rate in order to repay the outstanding bonds.

The other type of tax is called a special tax and/or assessment. These special taxes/assessments are levied by the local government to provide funding for local improvements or public services resulting in a general or "special" benefit to the property being levied. These amounts are not "ad valorem" taxes and are not based on the value of the property. The methodology by which the taxes/assessments are levied against a property are determined in an engineer's report, rate and method of assessment, or other document, which has been adopted or filed with the local agency providing the local improvement or service to the property. The following are a few special assessments which are commonly levied against recently developed communities; Reclamation District, Special Assessment Districts and a CFD.

The combination of ad valorem taxes and special taxes/assessments should be below a 2.0% burden, when compared to home valuation. **Appendix E.4** breaks down the ad valorem and special/tax assessments for all the residential land uses for the Project.

IX. Implementation

This Public Facilities Financing Plan is an outline of the potential costs and funding mechanisms that the Project can anticipate.

This document considers the formation of a CFD to fund the Project's backbone infrastructure costs and/or development impact fees. The CFD may fund all or a portion of the cost and/or fee amounts, and will be further discussed in the formation documents. The formation of a CFD would authorize the County to levy a special tax on all the taxable property within the CFD as described in the formation documents. Mello-Roos special taxes would be collected in the same time and manner as property taxes and could be used to pay debt service on bonds sold or may be used to pay directly for public infrastructure improvements or services.

A Development Agreement is still under negotiation and details are not available at this time.

X. Conclusion

This PFFP shows that given the discussed assumptions, the Dixon Ranch Project is generally considered to be within the range of what is considered “feasible”.

One-Time Cost Burden

The first measure of feasibility that this PFFP examines is the total one-time cost burden of the project. The total cost burden includes all backbone infrastructure costs, development impact fees, and other mitigation fees less credits/reimbursements and CFD bond proceeds.

A cost burden as a percent of the unit’s sales price within the range of 15% to 20% is generally considered feasible based on industry guidelines and DDPG experience. **Table 8** shows overall cost burden of the Project for each unit type. A summary of the one-time cost burden as a percent of each unit type’s estimated sale price is seen below in **Figure 1**.

Figure 1

Residential Land Use	Cost Burden as % of Unit Sales Price
Age Restricted Small Lot	15.8%
Age Restricted Large Lot	14.4%
Village Small Lot	18.5%
Village Large Lot	16.1%
Hillside	12.9%
Hillside Custom	11.6%
Estate	10.3%
Estate Large Lot	9.6%

All the residential land uses fall within the range of feasibility (15% to 20%) as seen in **Figure 1** and **Table 8**.

Total Effective Tax Rate

The second measure of feasibility that this PFFP examines is the annual tax burden of the residential land uses within the project. These rates are calculated by analyzing the estimated total taxes, which include Mello-Roos special taxes and assessment, as a percentage of the estimated home price of each unit type. The Developer has structured the proposed CFD so that total effective tax rates do not exceed a certain percentage so the Project can remain competitive with other developments in El Dorado Hills. Total tax rates for age restricted units will not exceed 1.55% while total tax rates for all other residential land uses will not exceed 1.60%. **Appendix E.1** analyzes the proposed CFD and total effective tax rates for each land use.

Next Steps

The assumptions used in this report need to be discussed with the County and are based on additional reports/analysis to finalize the estimates. **Table 2** illustrates a summary of all the costs and funding sources for the Project.

Scenario 2: Full Buildout

The steps moving forward to finalize the assumptions in this report include a fiscal impact analysis, approval/update of proposed capital facilities, and the approval/update of parks/recreation facilities. Other items that are anticipated in this report are reimbursement agreements from other fee programs, an infrastructure CFD, and services CFD. The ground work described in this proposed PFFP illustrates how the Project can develop and remain competitive with other El Dorado Hills projects.

Scenario 2: Full Buildout

Table 1
Dixon Ranch Public Facilities Financing Plan
Land Use Summary - Total Project

<u>Land Use Summary</u>	<u>Acres</u>	<u>Total Units</u>
Developable Land Uses		
Residential		
Age Restricted Small Lot	-	80
Age Restricted Large Lot	-	80
Village Small Lot	-	149
Village Large Lot	-	173
Hillside	-	54
Hillside Custom	-	58
Estate	-	5
Estate Large Lot	-	5
	<u>152.98</u>	<u>604</u>
<hr/>		
Subtotal Developable Land Uses	<u>152.98</u>	<u>604</u>
<hr/>		
Other Land Uses		
Parks	11.14	-
Clubhouse	0.87	-
Open Space	67.59	-
Landscape Lots	6.28	-
Roadways	36.13	-
Lift Station	0.27	-
	<u>122.28</u>	<u>-</u>
<hr/>		
Subtotal Other Land Uses	<u>122.28</u>	<u>-</u>
<hr/>		
TOTAL LAND USES	<u>275.26</u>	<u>604</u>

Scenario 2: Full Buildout

Table 2
Dixon Ranch Public Facilities Financing Plan
Summary of Project Costs

Gross Project Cost Summary	Reference Table	Total
Gross Backbone Infrastructure Costs	Table 3	\$31,009,568
Gross Development Impact Fees	Table 4	48,447,222
Gross Other Fees/Costs	Table 5	163,184
Total Gross Project Costs	(a)	\$79,619,974
Net Project Cost Burden	Reference Table	Amount
Fee Credits and Reimbursements		
Less Est. Fee Credits/Reimbursements	Table 6	(\$7,067,526)
Less Est. Net CFD Bond Proceeds	Table 7	(18,273,228)
Total Fee Credits and Reimbursements	(b)	(\$25,340,755)
Total Net One-Time Project Costs	(c) = (a) - (b)	\$ 54,279,219

Scenario 2: Full Buildout

Table 3
Dixon Ranch Public Facilities Financing Plan
Estimated Gross Backbone Infrastructure Costs

Gross Backbone Improvements	Total Cost
Mass Grading	
On-Site Mass Grading	\$1,132,740
Off-Site Mass Grading	\$461,575
Subtotal Mass Grading	\$1,594,315
Streets & Miscellaneous	
On-Site Street & Miscellaneous	\$1,827,844
Off-Site Streets & Miscellaneous	\$1,576,600
Subtotal Streets & Miscellaneous	\$3,404,444
Drainage	
On-Site Drainage	\$2,619,333
Off-Site Drainage	\$192,789
Subtotal Drainage	\$2,812,122
Sanitary Sewer	
On-Site Sanitary Sewer	\$2,007,876
Off-Site Sanitary Sewer	\$1,919,483
Subtotal Sanitary Sewer	\$3,927,359
Water	
On-Site Water	\$542,360
Off-Site Water	\$1,233,071
Subtotal Water	\$1,775,431
Soft Costs & Contingency	
On-Site Soft Costs & Contingency	\$3,587,241
Off-Site Soft Costs & Contingency	\$3,063,265
Subtotal Soft Costs & Contingency	\$6,650,505
Other On-Site Improvements	
On-Site Detention Pond Improvements	\$180,000
On-Site Dry Utilities - Mainline	\$675,000
On-Site Emergency Vehicle Accesses & Gates	\$212,900
Subtotal Other On-Site Improvements	\$1,067,900
Other Off-Site Improvements	
Traffic Signals	\$600,000
Subtotal Other Off-Site Improvements	\$600,000
Subtotal Backbone Costs	\$21,832,076
Park & Corridor Improvements	
Project Entrance Gates & Landscape	\$2,895,964
Village Park & Par Course	\$2,343,701
Neighborhood Park	\$485,310
Clubhouse	\$0
Trails & Recreational Facilities	\$877,537
Soft Costs & Contingency	\$2,574,980
Subtotal Park & Corridor Improvements	\$9,177,492
Total Backbone Improvements	\$31,009,568

Source: Appendix A

Scenario 2: Full Buildout

Table 4
Dixon Ranch Public Facilities Financing Plan
Gross Building Permit and Development Impact Fee Summary

FEE CATEGORY	Age Restricted Small Lot	Age Restricted Large Lot	Village Small Lot	Village Large Lot	Hillside	Hillside Custom	Estate	Estate Large Lot	Total
Subtotal Building Permit Fees	\$2,863	\$2,863	\$3,604	\$4,309	\$5,156	\$5,156	\$5,579	\$5,579	\$2,373,713
Subtotal County Development Impact Fees	\$11,086	\$11,086	\$28,526	\$28,526	\$28,526	\$28,526	\$28,526	\$28,526	\$14,439,304
Subtotal School Fees	\$881	\$881	\$7,128	\$8,613	\$10,395	\$10,395	\$11,286	\$11,286	\$3,970,221
Subtotal Park Fees	\$9,806	\$9,806	\$9,806	\$9,806	\$9,806	\$9,806	\$9,806	\$9,806	\$5,922,824
Subtotal Other Agency Fees	\$35,118	\$35,118	\$35,727	\$36,307	\$37,003	\$37,003	\$37,351	\$37,351	\$21,741,160
Total Gross Development Impact Fees Per Unit	\$59,754	\$59,754	\$84,791	\$87,561	\$90,886	\$90,886	\$92,548	\$92,548	-
Units	80	80	149	173	54	58	5	5	604
Total Gross Development Impact Fees	\$4,780,333	\$4,780,333	\$12,633,807	\$15,148,073	\$4,907,827	\$5,271,369	\$462,740	\$462,740	\$48,447,222

Source: Appendix B

Scenario 2: Full Buildout

Table 5
Dixon Ranch Public Facilities Financing Plan
Other Project Costs Summary

<u>Other Costs Summary</u>	<u>Reference Table</u>	<u>Total Cost</u>
1. Oak Tree Mitigation Fee	Appendix C.1	\$163,184
<u>Other Costs Total</u>		<u>\$163,184</u>

Notes:

Ability to utilize mitigation fee is TBD. Placeholder value provided for informational purposes only.

Source:

Mann Made Resources
 Arborist Report for Dixon Ranch Oak Tree Canopy Mitigation Plan

Scenario 2: Full Buildout

Table 6
Dixon Ranch Public Facilities Financing Plan
Backbone Infrastructure Credit and Reimbursement Summary

Backbone Improvements	Total Credit and Reimbursement
Off-Site Public Improvements	
Mass Grading	(\$461,575)
Streets & Miscellaneous	(\$1,273,707)
Drainage	(\$128,500)
Sanitary Sewer	(\$7,200)
Water	TBD
Subtotal Off-Site Public Improvements	(\$1,870,982)
Contingency (25%)	(\$467,746)
Soft Costs (28%)	(\$523,875)
Total Off-Site Improvements	(\$2,862,602)
Park & Corridor Improvements	
Project Entrance Gates & Landscape	TBD
Village Park & Par Course (100% Credit)	(\$2,343,701)
Neighborhood Park (50% Credit)	(\$242,655)
Clubhouse	TBD
Trails & Recreational Facilities (50% Credit)	(\$438,769)
Subtotal Park & Corridor Improvements	(\$3,025,125)
Contingency (15%)	(\$453,769)
Soft Costs (24%)	(\$726,030)
Total Parks & Corridors Improvements	(\$4,204,924)
Total Credits and Reimbursements	(\$7,067,526)

Source: Appendix D

Scenario 2: Full Buildout

Table 7
Dixon Ranch Public Facilities Financing Plan
CFD Bond Sizing Analysis Summary

CFD Assumptions	PROJECT	Tax Zone 1 Age Restricted	Tax Zone 2 Village Small Lot	Tax Zone 3 Village Large Lot	Tax Zone 4 Hillside	Tax Zone 5 Estate
Total Lots Included in CFD	604	160	149	173	112	10
Avg. Unit Size	2,631	1,875	2,400	2,900	3,500	3,800
Avg. Home Price	\$586,513	\$510,500	\$528,000	\$596,000	\$734,000	\$843,000
Avg. Ad-Valorem Tax	\$6,293	\$5,477	\$5,665	\$6,394	\$7,875	\$9,045
Avg. Total Special Taxes	\$666	\$666	\$666	\$666	\$666	\$666
Avg. Proposed CFD Special Tax	\$2,358	\$1,770	\$2,117	\$2,476	\$3,203	\$3,778
Avg. Total Taxes	\$9,317	\$7,913	\$8,448	\$9,536	\$11,744	\$13,488
Avg. Total Tax Rate	1.59%	1.55%	1.60%	1.60%	1.60%	1.60%
Gross Bond Amount (estimate)	\$21,975,000	-	-	-	-	-
Total Net Bond Proceeds (a)	\$18,273,228	\$3,632,945	\$4,047,462	\$5,494,954	\$4,613,204	\$484,664
Total Net Bond Proceeds Per Unit (a)	\$30,254	\$22,706	\$27,164	\$31,763	\$41,189	\$48,466

Source: Appendix E

Note:

(a) Total net bond proceeds for each tax zone is proportional to the CFD revenue generated by each tax zone.

Scenario 2: Full Buildout

Table 8
Dixon Ranch Public Facilities Financing Plan
Overall Project Cost Burden

Residential Summary	Age Restricted Small Lot	Age Restricted Large Lot	Village Small Lot	Village Large Lot	Hillside	Hillside Custom	Estate	Estate Large Lot
Average Per Unit Sales Price	\$488,000	\$533,000	\$528,000	\$596,000	\$695,000	\$773,000	\$813,000	\$873,000
Gross Backbone Infrastructure [1]	\$51,340	\$51,340	\$51,340	\$51,340	\$51,340	\$51,340	\$51,340	\$51,340
Gross Development Impact Fees [2]	\$59,754	\$59,754	\$84,791	\$87,561	\$90,886	\$90,886	\$92,548	\$92,548
Gross "Other Costs" [3]	\$270	\$270	\$270	\$270	\$270	\$270	\$270	\$270
Estimated Fee Credits/Reimbursements [4]	(\$11,701)	(\$11,701)	(\$11,701)	(\$11,701)	(\$11,701)	(\$11,701)	(\$11,701)	(\$11,701)
Dixon Ranch Developer/CFD [5]	(\$22,706)	(\$22,706)	(\$27,164)	(\$31,763)	(\$41,189)	(\$41,189)	(\$48,466)	(\$48,466)
TOTAL COST BURDEN	\$76,958	\$76,958	\$97,536	\$95,708	\$89,606	\$89,606	\$83,991	\$83,991
Cost Burden as % of Unit Sales Price	15.8%	14.4%	18.5%	16.1%	12.9%	11.6%	10.3%	9.6%

Footnotes:

[1] Table 2

[2] Table 4

[3] Table 5

[4] Table 6

[5] Table 7

Scenario 2: Full Buildout

Appendix A.1
Dixon Ranch Public Facilities Financing Plan
Onsite Infrastructure Summary

Item	Phase 1 Estimated Cost	Phase 2 Estimated Cost	Total Estimated Cost
Onsite Public Improvements			
Mass Grading	\$811,522	\$0	\$811,522
Street & Miscellaneous	\$580,982	\$0	\$580,982
Drainage	\$1,427,667	\$0	\$1,427,667
Sanitary Sewer	\$2,007,876	\$0	\$2,007,876
Domestic Water	\$542,360	\$0	\$542,360
Dry Utility Mainline	\$675,000	\$0	\$675,000
Subtotal	\$6,045,407	\$0	\$6,045,407
Contingency (15%)	\$906,811	\$0	\$906,811
Soft Costs (24%)	\$1,450,898	\$0	\$1,450,898
Total	\$8,403,116	\$0	\$8,403,116
Onsite Private Improvements			
Mass Grading	\$321,218	\$0	\$321,218
Street & Miscellaneous	\$1,246,862	\$0	\$1,246,862
Drainage	\$1,191,666	\$0	\$1,191,666
EVA's	\$212,900	\$0	\$212,900
Detention Ponds	\$180,000	\$0	\$180,000
Subtotal	\$3,152,646	\$0	\$7,411,457
Contingency (15%)	\$472,897	\$0	\$472,897
Soft Costs (24%)	\$756,635	\$0	\$756,635
Total	\$4,382,178	\$0	\$4,382,178
Park and Corridor Improvements			
Landscape & Project Entrance/Gates	\$2,595,952	\$300,012	\$2,895,964
Village Park and Par Course	\$2,343,701	\$0	\$2,343,701
Neighborhood Park	\$0	\$485,310	\$485,310
Trails and Recreation Facilities	\$738,296	\$139,241	\$877,537
Clubhouse	\$0	\$0	\$0
Subtotal	\$5,677,949	\$924,563	\$6,602,512
Contingency (15%)	\$851,692	\$138,684	\$990,377
Soft Costs (24%)	\$1,362,708	\$221,895	\$1,584,603
Total	\$7,892,349	\$1,285,143	\$9,177,492
Total Onsite Infrastructure Costs	\$20,677,643	\$1,285,143	\$21,962,785

Source:
Engineer's Preliminary Opinion of Costs and Reimbursement Summary
Dixon Ranch - Backbone Infrastructure (June 8, 2015)
CTA Engineering & Surveying

Scenario 2: Full Buildout

Appendix A.2
Dixon Ranch Public Facilities Financing Plan
Offsite Infrastructure Summary

Improvement	Cost
Green Valley Road at A Drive (Widening & Signalization)	
Grading	\$59,700
Streets & Miscellaneous	\$465,440
Drainage	\$37,428
Subtotal Green Valley Road at A Drive (Widening & Signalization)	\$562,568
Green Valley Road at C Drive (Widening)	
Grading	\$13,125
Streets & Miscellaneous	\$89,167
Drainage	\$22,161
Subtotal Green Valley Road at C Drive (Widening)	\$124,453
Green Valley Road at El Dorado Hills Blvd (Lane Additions & Signal Modification)	
Grading	\$328,000
Streets & Miscellaneous	\$838,097
Drainage	\$120,000
Subtotal Green Valley Road at El Dorado Hills Blvd (Lane Additions & Signal Modification)	\$1,286,097
Green Valley Road at Loch Way (Two-way left Turn Lane)	
Grading	\$60,750
Streets & Miscellaneous	\$183,896
Drainage	\$13,200
Subtotal Green Valley Road at Loch Way (Two-way left Turn Lane)	\$257,846
Offsite Sewer (Includes \$7,200 for sewer improvements at Green Valley Road and El Dorado Hills Blvd)	\$1,919,483
Offsite Water	\$1,233,071
Sub-Total Offsite Public Improvements	\$5,383,518
Contingency (25%)	\$1,345,880
Soft Costs (28%)	\$1,507,385
Total	\$8,236,783
Traffic Signals	
Green Valley Road at Deer Valley Road (Signalization & Lighting)	\$300,000
Silva Valley Parkway at Appian Way (Signalization & Lighting)	\$300,000
Sub-Total Traffic Signals	\$600,000
Contingency (20%)	\$120,000
Soft Costs (15%)	\$90,000
Total Traffic Signals	\$810,000
Total Offsite Infrastructure	\$9,046,783

Source:
Engineer's Preliminary Opinion of Costs and Reimbursement Summary
Dixon Ranch - Backbone Infrastructure (June 8, 2015)
CTA Engineering & Surveying

Scenario 2: Full Buildout

Appendix B.1
Dixon Ranch Public Facilities Financing Plan
Development Impact Fee Summary Detail

Plan Name		Age Restricted Small Lot	Age Restricted Large Lot	Village Small Lot	Village Large Lot	Hillside	Hillside Custom	Estate	Estate Large Lot		
Average Unit Square Footage		1,875	1,875	2,400	2,900	3,500	3,500	3,800	3,800		
Average Unit Price	[1] \$	488,000 \$	533,000 \$	528,000 \$	596,000 \$	695,000 \$	773,000 \$	813,000 \$	873,000	604	
Total Units		80	80	149	173	54	58	5	5		
Garage Square Footage		400	400	400	400	400	400	400	400		
El Dorado County	Notes									Per Unit	Total
Valuation	[2] \$	225,960 \$	225,960 \$	284,424 \$	340,104 \$	406,920 \$	406,920 \$	440,328 \$	440,328		
Building Permit Fees											
Building Permit Fee	[3]	2,825	2,825	3,555	4,251	5,087	5,087	5,504	5,504	2,341,864	
Strong Motion Instrumentation Program Fee	[4]	29	29	37	44	53	53	57	57	24,355	
Green Fee	[5]	9	9	11	14	16	16	18	18	7,494	
Subtotal		2,863 \$	2,863 \$	3,604 \$	4,309 \$	5,156 \$	5,156 \$	5,579 \$	5,579 \$	2,373,713	
County Development Impact Fees											
Transportation Mitigation Impact Fee - Local Component	[6]	8,870	8,870	23,340	23,340	23,340	23,340	23,340	23,340	11,782,160	
Transportation Mitigation Impact Fee - Highway 50	[6]	1,830	1,830	4,800	4,800	4,800	4,800	4,800	4,800	2,424,000	
Rare Plant Mitigation Fee	[7]	386	386	386	386	386	386	386	386	233,144	
Subtotal		11,086 \$	11,086 \$	28,526 \$	28,526 \$	28,526 \$	28,526 \$	28,526 \$	28,526 \$	14,439,304	
School Fees											
Elementary School - Rescue Union School District Fee	[8]	537.56	537.56	4,344	5,249	6,335	6,335	6,878	6,878	2,419,643	
High School - El Dorado Union School District Fee	[9]	343.69	343.69	2,784	3,364	4,060	4,060	4,408	4,408	1,550,578	
Subtotal		881 \$	881 \$	7,128 \$	8,613 \$	10,395 \$	10,395 \$	11,286 \$	11,286 \$	3,970,221	
Park Fees											
El Dorado Hills CSD Park Impact Fee	[10]	9,806	9,806	9,806	9,806	9,806	9,806	9,806	9,806	5,922,824	
Subtotal		9,806 \$	9,806 \$	9,806 \$	9,806 \$	9,806 \$	9,806 \$	9,806 \$	9,806 \$	5,922,824	
Other Agency Fees											
El Dorado Hills Fire Department Impact Fee	[11]	2,175	2,175	2,784	3,364	4,060	4,060	4,408	4,408	1,843,588	
El Dorado Hills Safety Zone	[12]	215	215	215	215	215	215	215	215	129,860	
El Dorado Irrigation District Water Hook-up Fee	[13]	18,718	18,718	18,718	18,718	18,718	18,718	18,718	18,718	11,305,672	
El Dorado Irrigation District Wastewater Hook-up Fee	[14]	13,119	13,119	13,119	13,119	13,119	13,119	13,119	13,119	7,923,876	
El Dorado Irrigation District Wastewater Inspection Fee	[14]	145	145	145	145	145	145	145	145	87,580	
El Dorado Irrigation District Water Meter Hardware Fee	[15]	746	746	746	746	746	746	746	746	450,584	
Subtotal		35,118 \$	35,118 \$	35,727 \$	36,307 \$	37,003 \$	37,003 \$	37,351 \$	37,351 \$	21,741,160	
Total Fees		59,754 \$	59,754 \$	84,791 \$	87,561 \$	90,886 \$	90,886 \$	92,548 \$	92,548 \$	48,447,222	
Impact Fee Burden as % of Unit Sales Price		12.24%	11.21%	16.06%	14.69%	13.08%	11.76%	11.38%	10.60%		

Footnotes:

- [1] Estimated home values based on a market study performed by the Gregory Group and Developer estimates.
- [2] As per Valuation Table published by International Code Council using a V8 level. (08/01/2014)
- [3] \$0.0125 per \$1.00 of valuation as per Resolution 180-2007: Building Fee Schedule. (07/10/2007)
- [4] \$0.0001 per \$1.00 of valuation as per El Dorado County Development Services Department. (10/01/2014)
- [5] \$1.00 per \$25,000 of valuation as per El Dorado County Development Services Department. (10/01/2014)
- [6] As per Traffic Impact Fee Comparison (Zone B). Lower fees for age restricted homes. (04/13/2012)
- [7] Mitigation Area 2 Rate (EID Service Area) as per El Dorado County Planning Services pursuant to Resolution 205-98. (07/28/1998)
- [8] Elementary school fee is \$1.81 per square foot. Age restricted housing pays commercial rate of \$0.287 per square foot. Fees will be adjusted again by the SAB in January 2016 Per El Dorado County Office of Education Developer Fee Handbook (9/16/2014)
- [9] High school fee is \$1.16 per square foot. Age restricted housing pays commercial rate of \$0.183 per square foot. Fees will be adjusted again by the SAB in January 2016 Per El Dorado County Office of Education Developer Fee Handbook (9/16/2014)
- [10] Assumes Developer to build "turnkey" parks per TBD agreement with El Dorado Hills CSD. For informational purposes, the total reimbursement for park improvements is estimated at \$2,862,602 or \$4,739 per unit. The park impact fee is \$9,806 per unit or \$5,922,824 for the entire project. Possible "residual" fee obligation of \$3,060,222 or \$5,066 per unit calculated by taking the difference between park impact fees and the estimated reimbursement.
- [11] \$1.16 per Sq. Ft. as per El Dorado Hills Fire Department Fee Schedule. (02/17/2010)
- [12] As per El Dorado County Development Services Department, Residential Permit Fee Worksheet. (10/01/2014)
- [13] The fee for potable only plumbing with a 1" meter. El Dorado Irrigation District Facility Capacity Charges and Fees. (1/27/2015)
- [14] As per El Dorado Irrigation District Facility Capacity Charges and Fees. (1/27/2015)
- [15] Cost of 3/4-inch potable water meter including installation as per Kim Nethercott of El Dorado Irrigation District. (01/17/2014)

Scenario 2: Full Buildout

Appendix C.1
Dixon Ranch Public Facilities Financing Plan
Oak Canopy Mitigation Fee

Meeting Oak Canopy Cover Retention Standards

Acres of Oak Canopy Removed	Cost per Acre	Multiplier	Total Fee
4.48	\$ 4,700	1	\$ 21,056

In Excess of Oak Canopy Cover Retention Standards

Acres of Oak Canopy Removed	Cost per Acre	Multiplier	Total Fee
15.12	\$ 4,700	2	\$ 142,128

Total Fee	\$ 163,184
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Notes:

Ability to utilize mitigation fee is TBD. Placeholder value provided for informational purposes only.

Appendix D.1
Dixon Ranch Public Facilities Financing Plan
Reimbursement Summary Detail

Item	Phase 1 Estimated Reimbursement	Phase 2 Estimated Reimbursement	Total Estimated Reimbursement
Onsite Public Improvements			
Mass Grading	TBD	TBD	TBD
Street & Miscellaneous	TBD	TBD	TBD
Drainage	TBD	TBD	TBD
Sanitary Sewer	TBD	TBD	TBD
Domestic Water	TBD	TBD	TBD
Village Park and Par Course	(2,343,701)	TBD	(2,343,701)
Dry Utility Mainline	TBD	TBD	TBD
Subtotal	(2,343,701)	TBD	(2,343,701)
Contingency (15%)	(351,555)	TBD	(351,555)
Soft Costs (24%)	(562,488)	TBD	(562,488)
Total	(3,257,744)	TBD	(3,257,744)
Onsite Private Improvements			
Mass Grading	TBD	TBD	TBD
Street & Miscellaneous	TBD	TBD	TBD
Drainage	TBD	TBD	TBD
EVA's	TBD	TBD	TBD
Detention Ponds	TBD	TBD	TBD
Trails and Recreation Facilities	(369,148)	(69,621)	(438,769)
Landscape & Project Entrance/Gates	TBD	TBD	TBD
Neighborhood Park	TBD	(242,655)	(242,655)
Subtotal	(369,148)	(312,276)	(681,424)
Contingency (15%)	(55,372)	(46,841)	(102,214)
Soft Costs (24%)	(88,596)	(74,946)	(163,542)
Total	(513,116)	(434,064)	(947,179)
Offsite Public Improvements			
Mass Grading	(461,575)	TBD	(461,575)
Street & Miscellaneous	(1,273,707)	TBD	(1,273,707)
Drainage	(128,500)	TBD	(128,500)
Sanitary Sewer	(7,200)	TBD	(7,200)
Water	TBD	TBD	TBD
Traffic Signals	TBD	TBD	TBD
Subtotal	(1,870,982)	TBD	(1,870,982)
Contingency (25%)	(467,746)	TBD	(467,746)
Soft Costs (28%)	(523,875)	TBD	(523,875)
Total	(2,862,602)	TBD	(2,862,602)
Total Reimbursements	(6,633,463)	(434,064)	(7,067,526)

Source:
Engineer's Preliminary Opinion of Costs and Reimbursement Summary
Dixon Ranch - Backbone Infrastructure (June 8, 2015)
CTA Engineering & Surveying

Scenario 2: Full Buildout

Preferred Scenario

Appendix E.1
Dixon Ranch Public Facilities Financing Plan
CFD Bond Sizing and Estimated Annual Bond Debt Service

LAND USE INFORMATION				TOTAL TAX RATE ANALYSIS						BOND SIZING ANALYSIS	
Plan	Units	Unit Size	Estimated Home Price (a)	Ad Valorem Tax Rate 1.0723% (b)	Other Charges, Assessment and Special Taxes (c)	Proposed CFD Tax per Unit (d)	Total Tax per Unit	Total Tax Rate	Total Proposed CFD Revenues		
Tax Zone 1											
Age Restricted Small Lot	80	1,875	488,000	5,236	666	1,662	7,564	1.55%	132,994	Series 1 Bond	Escalating Special Tax (2%)
Age Restricted Large Lot	80	1,875	533,000	5,719	666	1,877	8,262	1.55%	150,170	Total Proposed Annual CFD Revenue	\$712,139
Total	160	1,875	\$ 510,500	\$ 5,477	\$ 666	\$ 1,770	\$ 7,913	1.55%	\$ 283,164	Priority Admin	(\$30,000)
										Net annual revenue	\$682,139
Tax Zone 2										Bond Amount 5.5% Interest, 30 Year Term, 29 Year Amortization	\$10,740,000
Village Small Lot	149	2,400	528,000	5,665	666	2,117	8,448	1.60%	315,473	Reserve Fund (Maximum Annual Debt Service)	(\$833,042)
Total	149	2,400	\$ 528,000	\$ 5,665	\$ 666	\$ 2,117	\$ 8,448	1.60%	\$ 315,473	Capitalized Interest (12 months)	(\$590,719)
										Underwriter Discount (2.00%)	(\$214,800)
										Cost of Issuance	(\$250,000)
Tax Zone 3										Net Construction Proceeds	\$ 8,851,439
Village Large Lot	173	2,900	596,000	6,394	666	2,476	9,536	1.60%	428,295	Net Construction Proceeds Per Unit	\$ 14,655
Total	173	2,900	\$ 596,000	\$ 6,394	\$ 666	\$ 2,476	\$ 9,536	1.60%	\$ 428,295	Series 2 Bond	Escalating Special Tax (2%)
Tax Zone 4										Total Proposed Annual CFD Revenue	\$712,139
Hillside	54	3,500	695,000	7,457	666	2,998	11,120	1.60%	161,866	Priority Admin	\$0
Hillside Custom	58	3,500	773,000	8,294	666	3,409	12,368	1.60%	197,702	Net annual revenue	\$712,139
Total	112	3,500	\$ 734,000	\$ 7,875	\$ 666	\$ 3,203	\$ 11,744	1.60%	\$ 359,569	Bond Amount 5.5% Interest, 30 Year Term, 29 Year Amortization	\$11,235,000
Tax Zone 5										Reserve Fund (10% of Bond Amount)	(\$870,941)
Estate	5	3,800	813,000	8,723	666	3,620	13,008	1.60%	18,098	Capitalized Interest (12 months)	(\$617,570)
Estate Large Lot	5	3,800	873,000	9,366	666	3,936	13,968	1.60%	19,679	Underwriter Discount (2.00%)	(\$224,700)
Total	10	3,800	\$ 843,000	\$ 9,045	\$ 666	\$ 3,778	\$ 13,488	1.60%	\$ 37,776	Cost of Issuance	(\$100,000)
TOTAL	604	2,631	\$ 586,513	\$ 6,293	\$ 666	\$ 2,358	\$ 9,317	1.59%	\$ 1,424,278	Net Construction Proceeds	\$ 9,421,790
										Net Construction Proceeds Per Unit	\$ 15,599
										Net Construction Proceeds	\$18,273,228
										Net Construction Proceeds Per Unit	30,254
										Series 1 Bond CFD Revenue	712,139
										Series 2 Bond CFD Revenue	712,139

Footnotes:
(a) Based on pricing from Developer
(b) Ad Valorem taxes are based on information from County Assessor Office
(c) Other charges and assessments based on information from County Assessor Office
552 CSA#10 Solid Waste \$17
585 CSA#9 Road Zone 98137 \$275
622 CSA10 HSE Hazard Waste \$3
623 Library Fee Zone D \$25
685 CSA7 Ambulance W Slope \$25
LLAD Estimate \$100
Services CFD \$221
Total \$666

(d) Age restricted rate based on comparable age restricted communities. SFR rate was solved for a total tax rate of 1.6%.

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Appendix E.2
Dixon Ranch Public Facilities Financing Plan
Series 1 Bond

CFD Bond Sizing and Estimated Annual Bond Debt Service Assumes 6.50% Interest Rate

Gross Bond Amount	\$	10,740,000
Reserve Fund (Maximum Annual Debt Service)		(833,042)
Capitalized Interest (12 months)		(590,719)
Underwriter Discount (2.00%)		(214,800)
Cost of Issuance		(250,000)
Net Construction Proceeds	\$	<u>8,851,439</u>

Bond Sale Date: 9/1/2015

Year Ending Sept. 1	Total Assigned Revenue (Exhibit A)	Less Net Admin Expenses	Net Revenue Available for Debt Svc	Principal Maturing Sept. 1st	Interest Rate	Annual Interest Due	Gross Annual Debt Svc	Debt Service Coverage
2017	712,139	\$ 30,000	\$ 682,139	\$ -		\$ 576,493	\$ 576,493	Cap Int
2018	726,382	30,600	695,782	55,000	2.8202%	576,493	631,493	110.18%
2019	740,909	31,212	709,697	70,000	3.1952%	574,942	644,942	110.04%
2020	755,727	31,836	723,891	85,000	3.4452%	572,706	657,706	110.06%
2021	770,842	32,473	738,369	100,000	3.8202%	569,777	669,777	110.24%
2022	786,259	33,122	753,136	115,000	4.0702%	565,957	680,957	110.50%
2023	801,984	33,785	768,199	135,000	4.3202%	561,276	696,276	110.33%
2024	818,024	34,461	783,563	155,000	4.5702%	555,444	710,444	110.29%
2025	834,384	35,150	799,234	175,000	4.6952%	548,360	723,360	110.49%
2026	851,072	35,853	815,219	200,000	4.5702%	540,144	740,144	110.14%
2027	868,093	36,570	831,523	220,000	4.6952%	531,003	751,003	110.72%
2028	885,455	37,301	848,154	250,000	4.6952%	520,674	770,674	110.05%
2029	903,164	38,047	865,117	275,000	4.6952%	508,936	783,936	110.36%
2030	921,227	38,808	882,419	305,000	5.5702%	496,024	801,024	110.16%
2031	939,652	39,584	900,068	335,000	5.5702%	479,035	814,035	110.57%
2032	958,445	40,376	918,069	370,000	5.5702%	460,375	830,375	110.56%
2033	958,445	41,184	917,261	390,000	5.5702%	439,765	829,765	110.54%
2034	958,445	42,007	916,438	415,000	5.5702%	418,042	833,042	110.01%
2035	958,445	42,847	915,598	435,000	5.5702%	394,926	829,926	110.32%
2036	958,445	43,704	914,741	460,000	5.5702%	370,695	830,695	110.12%
2037	958,445	44,578	913,867	485,000	5.5702%	345,072	830,072	110.09%
2038	958,445	45,470	912,975	510,000	5.5702%	318,057	828,057	110.26%
2039	958,445	46,379	912,066	535,000	5.5702%	289,649	824,649	110.60%
2040	958,445	47,307	911,138	565,000	5.5702%	259,849	824,849	110.46%
2041	958,445	48,253	910,192	595,000	5.5702%	228,377	823,377	110.54%
2042	958,445	49,218	909,227	630,000	5.5702%	195,235	825,235	110.18%
2043	958,445	50,203	908,242	665,000	5.5702%	160,143	825,143	110.07%
2044	958,445	51,207	907,238	700,000	5.5702%	123,101	823,101	110.22%
2045	958,445	52,231	906,214	735,000	5.5702%	84,110	819,110	110.63%
2046	958,445	53,275	905,170	775,000	5.5702%	43,169	818,169	110.63%
Totals	\$ 26,691,988	\$ 1,217,042	\$ 25,474,946	\$ 10,740,000	5.500%	\$ 12,307,830	\$ 23,047,830	

5.37% Min D/S Coverage: 110.01%
 Max D/S Coverage: 110.72%
 Max Debt Service: \$833,042

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Appendix E.3
Dixon Ranch Public Facilities Financing Plan
Series 2 Bond

CFD Bond Sizing and Estimated Annual Bond Debt Service Assumes 6.50% Interest Rate

Gross Bond Amount	\$	11,235,000
Reserve Fund (Maximum Annual Debt Service)		(870,941)
Capitalized Interest (12 months)		(617,570)
Underwriter Discount (2.00%)		(224,700)
Cost of Issuance		(100,000)
Net Construction Proceeds	\$	<u>9,421,790</u>

Bond Sale Date: 3/1/2016

Year Ending Sept. 1	Total Assigned Revenue (Exhibit A)	Less Net Admin Expenses	Net Revenue Available for Debt Svc	Principal Maturing Sept. 1st	Interest Rate	Annual Interest Due	Gross Annual Debt Svc	Debt Service Coverage
2019	712,139	\$ -	\$ 712,139	\$ -		\$ 603,386	\$ 603,386	Cap Int
2020	726,382	-	726,382	55,000	2.8186%	603,386	658,386	110.33%
2021	740,909	-	740,909	70,000	3.1936%	601,836	671,836	110.28%
2022	755,727	-	755,727	85,000	3.4436%	599,600	684,600	110.39%
2023	770,842	-	770,842	100,000	3.8186%	596,673	696,673	110.65%
2024	786,259	-	786,259	120,000	4.0686%	592,855	712,855	110.30%
2025	801,984	-	801,984	140,000	4.3186%	587,972	727,972	110.17%
2026	818,024	-	818,024	160,000	4.5686%	581,926	741,926	110.26%
2027	834,384	-	834,384	180,000	4.6936%	574,617	754,617	110.57%
2028	851,072	-	851,072	205,000	4.5686%	566,168	771,168	110.36%
2029	868,093	-	868,093	230,000	4.6936%	556,803	786,803	110.33%
2030	885,455	-	885,455	255,000	4.6936%	546,007	801,007	110.54%
2031	903,164	-	903,164	285,000	4.6936%	534,039	819,039	110.27%
2032	921,227	-	921,227	315,000	5.5686%	520,662	835,662	110.24%
2033	939,652	-	939,652	350,000	5.5686%	503,121	853,121	110.14%
2034	958,445	-	958,445	385,000	5.5686%	483,631	868,631	110.34%
2035	958,445	-	958,445	405,000	5.5686%	462,192	867,192	110.52%
2036	958,445	-	958,445	430,000	5.5686%	439,639	869,639	110.21%
2037	958,445	-	958,445	455,000	5.5686%	415,694	870,694	110.08%
2038	958,445	-	958,445	480,000	5.5686%	390,357	870,357	110.12%
2039	958,445	-	958,445	505,000	5.5686%	363,628	868,628	110.34%
2040	958,445	-	958,445	535,000	5.5686%	335,507	870,507	110.10%
2041	958,445	-	958,445	565,000	5.5686%	305,715	870,715	110.08%
2042	958,445	-	958,445	595,000	5.5686%	274,253	869,253	110.26%
2043	958,445	-	958,445	625,000	5.5686%	241,119	866,119	110.66%
2044	958,445	-	958,445	660,000	5.5686%	206,316	866,316	110.63%
2045	958,445	-	958,445	700,000	5.5686%	169,563	869,563	110.22%
2046	958,445	-	958,445	740,000	5.5686%	130,583	870,583	110.09%
2047	958,445	-	958,445	780,000	5.5686%	89,376	869,376	110.25%
2048	958,445	-	958,445	825,000	5.5686%	45,941	870,941	110.05%
Totals	\$ 26,691,988	\$ -	\$ 26,691,988	\$ 11,235,000	5.497%	\$ 12,922,568	\$ 24,157,568	

5.37% Min D/S Coverage: 110.05%
 Max D/S Coverage: 110.66%
 Max Debt Service: \$870,941

Scenario 2: Full Buildout

**Appendix E.4
Dixon Ranch Public Facilities Financing Plan
Current Tax Bill Information**

General Tax

<u>Agency</u>	<u>Rate</u>
Prop 13	1.0000%
Rescue Elem Bond - Elect 98	0.0334%
EDHUS Bond - Election 1997	0.0055%
EDHUS Bond - Election 2008	0.0159%
Los Rios College Bond - 2002	0.0108%
Los Rios College Bond - 2008	0.0073%
<u>Total Ad-Valorem Tax</u>	<u>1.0729%</u>

Direct Charges

<u>Agency</u>	<u>Rate</u>
552 CSA#10 Solid Waste	\$17
585 CSA#9 Road Zone 98137	\$275
622 CSA10 HSE Hazard Waste	\$3
623 Library Fee Zone D	\$25
685 CSA7 Ambulance W Slope	\$25
<u>Total Special Taxes</u>	<u>\$345</u>