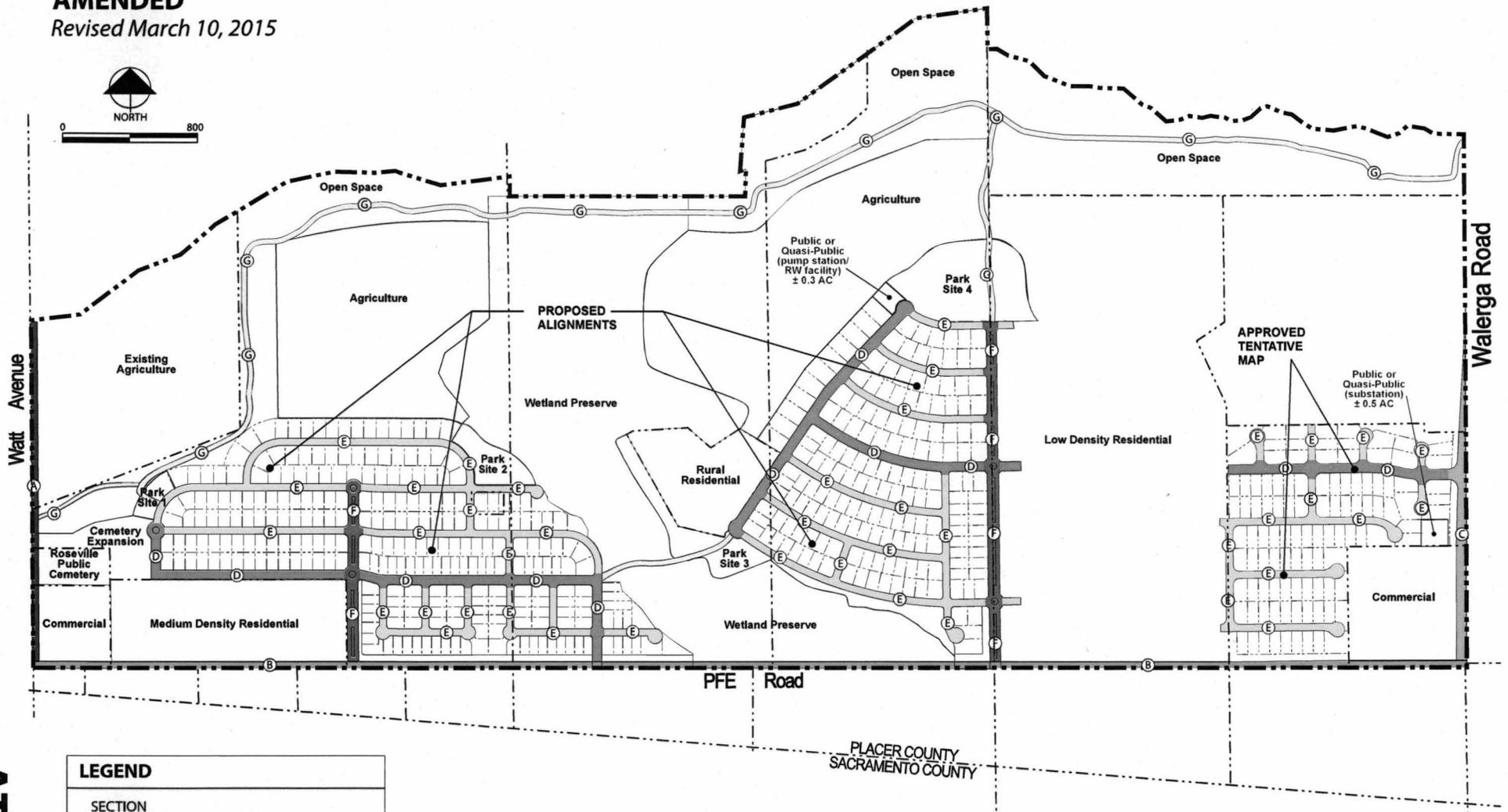


FIGURE 4.1 VEHICULAR CIRCULATION AMENDED

Revised March 10, 2015



LEGEND

SECTION

A	130' ROW
B	64' ROW
C	106' ROW
D	52' ROW
E	40' ROW
F	ROW varies
G	12' Utility Access

Note:
 Vehicular circulation patterns are conceptual.
 Both horizontal and vertical alignments are subject to further revisions.
 Street sections not shown apply to future site planning conditions.

RECORD AND WHEN RECORDED
RETURN TO:

County of Placer
Attention: Clerk of the Board
175 Fulweiler Ave
Auburn, CA 95603

AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF PLACER AND
HBT OF RIOLO VINEYARDS, LLC.
TO THE
RIOLO VINEYARD SPECIFIC PLAN
[UPDATED FOR BOS HEARING]

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
RELATIVE TO THE
RIOLO VINEYARD SPECIFIC PLAN**

This Amended and Restated Development Agreement (this "Agreement") is entered into this _____ day of _____, 20__, by and between the County of Placer, a subdivision of the State of California ("County"), and HBT of Riolo Vineyards, LLC, a California limited liability company ("Developer") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Original Development Agreement. The County and Developer's predecessor-in-interest previously entered into that certain Development Agreement Relative to the Riolo Vineyard Specific Plan (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on September 28, 2009 at DOC-2009-0083448-00. Developer is the successor-in-interest to the Property described in Exhibit A-1 to this Agreement.

B. Purpose of Amendment. The Developer desires to amend the Original Development Agreement to reflect the change in ownership and modifications to the circulation and land plan, including the elimination of the High Density designation and the prior Affordable Housing requirement, resulting in the elimination of the Affordable Housing and Services Shortfall Fees. Furthermore, the amendment reflects a change in the assumptions related to the level of services that the County will be expected to provide to the Property. County has agreed to amend the Original Development Agreement, under the terms and conditions as provided herein.

C. Effect of Agreement. This Agreement amends and restates the Original Development Agreement in its entirety. Upon the Effective Date of this Agreement and recordation of this Agreement in the Official Records of Placer County, the Original Development Agreement shall be deemed replaced and superseded by this Agreement.

D. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "**Development Agreement Statute**"), which authorizes the County of Placer and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

E. Property. The subject of this Agreement is the development of those certain parcels of land described in Exhibit A-1 and shown on Exhibit A-2 attached hereto (hereinafter the "**Property**"), within the Riolo Vineyard Specific Plan area ("**Specific Plan**" or "**Plan Area**"). Developer owns the Property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

F. Hearings. On November 20, 2014, the County Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this Agreement and the Planning Commission recommended that the County Board of Supervisors ("**Board**") approve this Agreement. On _____, 2015, the Board conducted a public hearing to consider this Agreement together with those other Specific Plan amendments outlined in Recital H.2.

G. CEQA Compliance.

1. Environmental Impact Report. On May 12, 2009, the Board, in Resolution No. 2009-117, adopted Findings of Fact and a Statement of Overriding Consideration and certified as adequate and complete the Final EIR (the "**EIR**") (State Clearinghouse (#2005092041) for the Specific Plan, in accordance with the California Environmental Quality Act ("**CEQA**"). Mitigation measures were suggested in the EIR and are incorporated to the extent feasible in the Specific Plan and in the adopted the Mitigation Monitoring and Reporting Program ("MMRP").
2. Addendum to EIR. On December 11, 2012, the Board approved a modification to the Specific Plan Affordable Housing obligation by adopting an addendum to the EIR and a resolution to modify Mitigation Measure 5-3a, the affordable housing mitigation measure, of the Specific Plan's Mitigation Monitoring and Reporting Program.
3. On _____, 2015, the Board, with Resolution No. 20__-_____, adopted an addendum to the EIR for all proposed revisions to the Specific Plan and revisions to the Original Development Agreement as further outlined in this Agreement.
4. For purposes of this Agreement, the "EIR" shall mean, the Final EIR certified in 2009, the Addendum adopted in 2012 and the Addendum adopted on the date noted in paragraph 3.

H. Entitlements.

1. Existing Entitlements. Following consideration and certification of the aforementioned EIR and of CEQA related findings, on May 12, 2009, the Board approved the following land use approvals for the Property, as follows:

- i. Amendments to the Placer County General Plan, by Resolution No. 2009-118 (the "General Plan");
- ii. Amendments to the Dry Creek West Placer Community Plan, by Resolution No. 2009-119 (the "Community Plan");
- iii. Adoption of the Riolo Vineyard Specific Plan, by Resolution No. 2009-120 ("**Specific Plan**");
- iv. Adoption of the Riolo Vineyard Specific Plan Development Standards, by Ordinance No.5555-B;
- v. The zoning of the Property, as adopted by Ordinance No. 5557-B;
- vi. Approval of the Original Development Agreement, as adopted by Ordinance No.5556-B(the "Original Adopting Ordinance").

(Hereinafter referred to as "Existing Entitlements".)

2. Amended Entitlements.

On _____, 2015, following consideration and adoption of the Addendum to the EIR, the Board approved the following amendments to the above Existing Entitlements:

- i. The Specific Plan, as amended by Resolution No. 20__ - ____.
- ii. The zoning of the Property, as adopted by Ordinance No. ____.
- iii. The Development Standards as amended by Ordinance No. ____.
- iv. The Design Guidelines as amended by Resolution No. ____.
- v. This Agreement, entitled the Amended and Restated Development Agreement, as adopted by Ordinance No. ____ (the "Amended and Restated Development Agreement Adopting Ordinance").

(Hereinafter referred to as "Amended Entitlements".)

The entitlements described in paragraphs 1 through 2, inclusive are referred to herein collectively as the "**Entitlements.**" Subsequent actions or approvals by County for development of the Property, such as tentative and final subdivision maps, conditional use permits or design approvals ("**Subsequent Entitlements**"), shall be deemed included as part of the Entitlements upon County action or approval thereof, provided, however, except as otherwise provided herein regarding the term of tentative maps, the inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the County's discretion to impose time periods within which such Subsequent Entitlements must be implemented. Development of the Property consistent with the Entitlements is referred to herein as the "**Project.**"

I. General and Specific Plans. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan, Community

Plan and Specific Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable County laws, rules, regulations, ordinances and policies shall be as set forth in the Entitlements as of the Effective Date hereof.

J. Substantial Costs to Developer. Developer has incurred and will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

K. Need for Services and Facilities. Development of the Property will result in a need for urban services and facilities, which services and facilities will be provided by County and other public agencies to such development subject to the performance of Developer's obligations hereunder.

L. Contribution to Costs of Facilities and Services. Developer agrees to provide for the costs of such public facilities and services as required herein to mitigate impacts on the County of the development of the Property, and County agrees to accept such public facilities and provide such services, according to the terms of this Agreement and the EIR, to allow Developer to proceed with and complete development of the Property in accordance with the terms of this Agreement. The Developer will provide as a part of such development a mix of housing meeting a range of housing needs for the County, public facilities such as open space, recreational amenities, and other services and amenities that will be of benefit to the future residents of the County. County and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, County would not and could not approve the development of the Property as provided by this Agreement and that, but for County's covenants under this Agreement, Developer would not and could not commit to provide the mitigation as provided by this Agreement. County's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Developer's agreement to bear the cost of public improvements and services as herein provided to mitigate the impacts of development of the Property as such development occurs.

Developer agrees to fund the costs of construction and establish the on-going financing mechanisms as provided in this Agreement to ensure that the public facilities and services as required herein are provided at no net additional cost to County. To coordinate and implement the plan for financing the costs of providing such public facilities and services, and provide a guide for the County's establishment of programs related to the costs of such facilities and services, the Developer has prepared and County has accepted the Riolo Vineyard Specific Plan Public Facilities Financing Plan (the "**Financing Plan**") dated _____, 2015, and the Riolo Vineyard Specific Plan Public Services Plan (the "**Public Services Plan**") dated _____, 2015.

Developer acknowledges that, to the extent public financing mechanisms may be utilized to pay for the costs of providing public facilities and services, the County's priority is to utilize such mechanisms for the costs of providing services.

M. Development Agreement Ordinance. County and Developer have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the County.

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibit A-1 and shown in Exhibit A-2. Upon satisfaction of the conditions to this Agreement becoming effective and recordation of this Agreement pursuant to Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "**Developer**" shall mean and refer to the person or entity described in the preamble above and the signature page to this Agreement below and each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer.

1.3 Term.

1.3.1 Commencement; Expiration. The term of this Agreement ("**Term**") shall be deemed to have commenced as of the Effective Date of this Agreement. The "Effective Date" of this Agreement shall be deemed to occur upon the effective date of the Adopting Ordinance approving this Agreement and full execution by the parties hereto (the "**Effective Date**"). This Agreement shall be recorded against the Property at Developer's expense within 10 days after County enters into this Agreement, as required by California Government Code Section 65868.5.

The Term of this Agreement shall extend for a period of twenty (20) years after the Effective Date, unless said Term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by

either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the County of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, County shall confirm that: (i) all improvements which are required to serve the lot, as determined by County, have been accepted by County; (ii) the lot is included within any community facilities district (CFD), county service area (CSA), or any zone thereof, or other financing mechanism acceptable to the County, to the extent required by the County to fund public facility maintenance obligations and services to the lot, in accordance with the provisions of Sections 3.15 and 3.16 below; and (iii) all other conditions of approval applicable to said lot have been complied with. Termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any CFD tax lien or CSA assessment, fee or charge affecting such lot at the time of termination

1.3.3 Election to Terminate. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for non-residential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multi-family residential or non-residential building within such parcel, by giving written notice to County of its election to terminate this Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by County, have been accepted by County; (ii) the parcel is included within any CFD or CSA, or any zone thereof, or other financing mechanism acceptable to the County, to the extent required by the County to fund public facility maintenance obligations and services to the parcel, in accordance with the provisions of Sections 3.15 and 3.16 below; (iii) all other conditions of approval applicable to said parcel have been complied with. Developer shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County Recorder against the applicable parcel at Developer's expense. Termination of this Agreement for any such parcel as provided for in this Section 1.3.3 shall not in any way be construed to terminate or modify any CFD tax lien or CSA assessment, fee or charge affecting such parcel at the time of termination. If not paid or otherwise satisfied prior to the giving to County of written notice of election to terminate, any obligation by a property owner to pay a Development Mitigation Fee, a New Development Mitigation Fee, a Project Development Fee or a Project Implementation Fee as required by this Agreement shall survive the termination of this Agreement under this section.

1.3.4 Tolling and Extension During Legal Challenge or Moratoria. In the event that this Agreement or any of the Entitlements or the EIR or any subsequent

approvals or permits required to implement the Entitlements (such as, any required Fill Permit or Environmental Impact Statement related thereto) are subjected to legal challenge by a third party, other than Developer, and Developer is unable to proceed with the Project due to such litigation (or Developer gives written notice to County that it is electing not to proceed with the Project until such litigation is resolved to Developer's satisfaction), the Term of this Agreement and timing for obligations imposed pursuant to this Agreement with the exception of the obligations set forth in Section 3.3.1 below shall upon written request of Developer be extended and tolled during such litigation until the entry of final order or judgment upholding this Agreement and/or Entitlements, or the litigation is dismissed by stipulation of the parties. Similarly, if Developer is unable to develop the Property due to the imposition by the County or other public agency of a development moratoria for health or safety reasons unrelated to the performance of Developer's obligations hereunder (including without limitation, moratoria imposed due to the unavailability of water or sewer to serve the Plan Area), then the Term of this Agreement and timing for obligations imposed pursuant to this Agreement with the except of the obligations set forth in Section 3.3.1 below shall upon written request of Developer be extended and tolled for the period of time that such moratoria prevents such development of the Property.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of County and Developer (and/or any successor owner of any portion of the Property to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects the approved Specific Plan land use designation or zoning of less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. If the proposed amendment or minor modification would significantly reduce the amount of revenue anticipated to be received by County to the extent that County is unable to fund or maintain facilities and/or service commitments to the Property, Developer agrees County may adjust or modify any fee or assessment to mitigate the impact. The parties acknowledge that under the County Zoning Ordinance and applicable rules, regulations and policies of the County, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the Board of Supervisors. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the Term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iv) provisions for the reservation or dedication of land, except for minor changes in the configuration or location of any reserved or dedicated lands as allowed

pursuant to Section 3.3.4 of this Agreement (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, (vi) monetary contributions by Developer, and that may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the County shall cause any amendment hereto and any other termination hereof to be recorded, at Developer's expense, with the County Recorder within ten (10) days after County executes such amendment or termination. Any amendment or termination of this Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and this Agreement.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, County agrees that County is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements. County acknowledges that the Entitlements include the land uses and approximate acreages for the Property as shown and described in Exhibit 2.2 attached hereto.

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement and/or as any Subsequent Entitlements provide on the date of approval thereof by County. Developer's vested right to proceed with the development of the Property shall be subject to a subsequent approval process as specified in the Specific Plan, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Developer is not in default under this Agreement.

2.3 Density Transfer. The number of residential dwelling units planned for the different large-lot parcels within the Specific Plan may be transferred to other large-lot parcels within the Plan Area, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. Minor density adjustments, as defined in the Specific Plan, shall not require an amendment to this Agreement or the development agreement

for the other transferring or receiving parcel; provided, however, upon approval of any such minor density transfer, the change in units for the transferring and receiving parcels shall be noted by a recorded acknowledgment of such transfer in order to revise Exhibit 2.2 for this Agreement. The right to transfer any unused units from the Property shall be limited and shall only occur in compliance with the provisions for density transfer as set forth in the Specific Plan.

2.4 Rules, Regulations and Official Policies.

2.4.1 Conflicting Ordinances or Moratoria. Except as provided in this Article 2 and Section 3.7.2 herein, and subject to applicable law relating to the vesting provisions of development agreements, so long as this Agreement remains in full force and effect, no future resolution, rule, ordinance or legislation adopted by the County or by initiative (whether initiated by the Board of Supervisors or by a voter petition, other than a referendum that specifically overturns the County's approval of the Entitlements) shall directly or indirectly limit the rate, timing, sequencing or otherwise impede development from occurring in accordance with the Entitlements and this Agreement. Provided, however, notwithstanding anything to the contrary above, Developer shall be subject to any growth limitation ordinance, resolution, rule or policy that is adopted by the County to eliminate placing residents of the development in a condition dangerous to their health or safety, or both, in which case County shall treat development of the Property in a uniform, equitable and proportionate manner with all other properties that are affected by said dangerous condition. To the extent any future resolutions, rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable. By way of example only, a growth limitation ordinance which would preclude the issuance of a building permit due to a lack of adequate sewage treatment capacity to meet additional demand adopted to eliminate placing residents in a condition dangerous to their health or safety, or both, would support a denial of a building permit within the Property or anywhere else in the County if such an approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels in the County would not be deemed to directly concern a public health or safety issue under the terms of this paragraph.

2.4.2 Application of Changes. Nothing in this Section 2.4 shall preclude the application to development of the Property of changes in County laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in County laws, regulations, plans or policies prevent, delay or preclude compliance with one or more

provisions of this Agreement, County and Developer shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

2.4.3 Authority of County. This Agreement shall not be construed to limit the authority or obligation of County to hold necessary public hearings, or to limit discretion of County or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by County or any of its officers or officials, provided that subsequent discretionary actions shall not unreasonably prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the Effective Date of this Agreement.

2.4.4 Timing of Development; Effect of Pardee Decision. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984) that failure of the parties to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the Developer and County to cure that deficiency by acknowledging and providing that Developer shall have the right (without the obligation) to develop the Property in such order and at such rate and at such time as it deems appropriate within the exercise of its subjective business judgment, subject to the terms of this Agreement.

2.5 Application, Development and Project Implementation Fees.

2.5.1 Application, Processing and Other Fees and Charges. Developer shall pay those application, processing, inspection and plan checking fees and charges as may be required by County under then current regulations for processing applications and requests for Subsequent Entitlements, permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.

2.5.2 Development Mitigation Fees. Consistent with the terms of this Agreement, County shall have the right to impose and Developer agrees to pay such development fees, impact fees and other such fees levied or collected by County to offset or mitigate the impacts of development of the Property and which will be used to pay for public facilities attributable to development of the Property and the Specific Plan as have been adopted, or as may be amended by County, or as have been adopted by a joint powers authority of which the County is a member, in effect on the Effective Date of this Agreement ("Development Mitigation Fees"). The Development Mitigation Fees are:

Placer County Code Article 13.12: Sewer service system annexation and connection fees

Placer County Code Article 15.28: County road network capital improvement program traffic fee: Dry Creek Zone
Placer County Code Article 15.30: County public facilities fee
Placer County Code Article 15.32: Dry Creek watershed drainage improvement zone fee
Placer County Ordinance No. 5321-B: County of Placer—City of Roseville joint traffic fee
South Placer Regional Transportation Authority: South Placer Regional Transportation and Air Quality Mitigation Fee
Placer County Resolution 2013-253: First Amendment to Reimbursement Agreement for Construction of Sewer Facilities and Reclaimed Water Line, dated 11/5/2013

Nothing in this Section shall limit the ability of Developer to receive credit against applicable Development Mitigation Fees for certain public infrastructure improvements constructed by Developer, as specified in other sections of this Agreement.

2.5.3 New Development Mitigation Fees. Consistent with the terms of this Agreement, separate from the RVSP Fees to be adopted by the County pursuant to Section 2.5.5.1 below, the County may adopt and impose and Developer agrees to pay any new development mitigation fees for capital facilities that are identified in the Financing Plan or the MMRP. With respect to the pending Placer County Fire Facilities fee Update (the "Fire Fee"), Developer supports inclusion of the Specific plan Area within the Fire Fee update at its sole cost and expense. If the County does not update the Fire Fee prior to recordation of Developer's first small lot final subdivision map, then Developer shall establish at its own cost and expense, a comparable fee for Fire facilities. In the event after the Effective Date of the Agreement the County, or a joint powers authority or other agency of which the County currently is or during the term of the Agreement becomes a member, adopts a new development mitigation fee or impact fee on new development, other than those contemplated by the Financing Plan, in accordance with the Mitigation Fee Act (Government Code section 66000 *et seq.*) or other applicable law (a "**New Development Mitigation Fee**"), and the New Development Mitigation Fee is applicable on a county-wide or an area-wide basis and said area includes all or any portion of the Property, Developer shall be required to pay any such applicable New Development Mitigation Fee, except as otherwise provided herein.

2.5.4 Project Development Fees. Developer acknowledges that the requirement to comply with the Mitigation Fee Act shall only apply with respect to any New Development Mitigation Fee that may be adopted by the County or such joint powers authority or other agency. As partial consideration for this Agreement and to offset certain anticipated impacts of project approval, the costs of which may not otherwise be calculable at this time, Developer agrees to pay, and specifically waives any objection to County's lack of compliance with the Mitigation Fee Act or other

applicable law in the calculation of, each of the following fees (a "**Project Development Fee**"):

2.5.4.1 Highways 99/70 and Riego Road Interchange Fee.

Developer shall pay a fee of Three Hundred Dollars (\$300.00) per dwelling unit equivalent to provide funding for the construction of an interchange at the intersection of State Highways 99/70 and Riego Road in Sutter County ("**99/70 and Riego Interchange Fee**"). Payment of the 99/70--Riego Interchange Fee shall not be subject to imposition of a similar and equivalent fee by Sutter County. In the event Sutter County does not agree to impose a similar and equivalent fee on development projects within Sutter County and County determines that it may not be feasible to construct the Highways 99/70 and Riego Road interchange, County shall identify the infrastructure project or projects that, in its sole discretion, provide the greatest benefit to County residents in southwestern Placer County and shall utilize the 99/70 and Riego Interchange Fee accordingly. The 99/70--Riego Interchange Fee shall be adjusted annually from the Effective Date by the percentage of change in the 20-Cities Construction Cost Index in the Engineering News Record. If a new fee program is established in accordance with Section 2.5.3 of this Development Agreement, and the fee program includes improvements to the Highway 99/70 and Riego Road Interchange in Sutter County, payment of the new fee that includes the Highway 99/Riego Road Interchange can be credited towards any future Sutter/Placer County joint fee program(s) which includes the 99/70 – Riego Interchange project.

2.5.5 Project Implementation Fees. Developer acknowledges that the requirement to comply with the Mitigation Fee Act shall only apply with respect to any New Development Mitigation Fee that may be adopted by the County or such joint powers authority or other agency. At the request of the Developer and to equalize the costs of implementation of the Specific Plan, including the purposes of establishing a fair share mechanism to finance the necessary Specific Plan Backbone Infrastructure, supplemental County Facilities costs, including supplemental sheriff costs and transit facilities, and to fund the County's costs of administering, monitoring, and implementing the various fee programs as further defined in Section 2.5.5.1 below, and related County Facilities and parks, open space and trail improvements required hereunder, the costs of which have been estimated in the Financing Plan but are not otherwise calculable at this time, Developer agrees to pay, and specifically waives any objection to County's lack of compliance with the Mitigation Fee Act or other applicable law in the calculation of, each of the following independent and separate fees ("**Project Implementation Fees**"), each of which will include its own administration component to fund the costs to administer, monitor, and manage such Fees:

2.5.5.1 Riolo Vineyard Specific Plan Fees ("RVSP Fees"). County shall establish and Developer shall pay the Riolo Vineyard Specific Plan Fees ("**RVSP Fees**") as generally outlined in the Financing Plan. The RVSP Fee shall be comprised

of 1) the costs for Backbone Infrastructure and equipment that is necessary not only to support and facilitate the development of the Property, but is also required and sized to serve the remainder of the Specific Plan and the Placer Vineyards Specific Plan (the "Infrastructure Facilities Fee"), and 2) Supplemental County Facilities costs, including the supplemental sheriff costs and transit facilities (the "Supplemental County Facilities Fee"). The RVSP Fees shall be established by County prior to the approval of the first small lot final subdivision map within the Property.

1) Supplemental County Facilities Fee. Supplemental Facilities are more specifically described in Appendix B of the Financing Plan and include Sheriff and transit facilities, as well as fee program formation, administration and fee updates. As of the date of execution hereof the amount of the RVSP Fee is estimated to be as shown in Table B-2 of the Financing Plan. County and Developer agree that the amount of the RVSP Fee is subject to and dependent upon the types of facilities required for the Placer Vineyards Specific Plan. In the event in a change in the amount, nature or character of the facilities required to be constructed in association with said Plan, then County agrees to review the RVSP Fee and adjust it as necessary to account for any such change.

2) Infrastructure Facilities Fee. Infrastructure Facilities are more specifically described in the Backbone Infrastructure and Public Facilities section of the Financing Plan and include road improvements, sewer, water, drainage, and parks (which may be separately accounted for subject to the applicable provisions from Section 3.10.2). Backbone Infrastructure and Public Facilities are identified in Chapters 4 and 5 of the Financing Plan. Said costs shall be paid by Benefited Participating Properties as described below and in Section 4.2.5 and as generally depicted in Exhibit 4.2.5.

2.5.5.2 Initial Establishment of RVSP Fees. The RVSP Fee program shall be subject to separate review and approval by the County. County shall determine the initial amounts of the RVSP Fees based upon estimated costs of construction of the included infrastructure and estimated purchase costs of the included equipment as described in the Finance Plan.

2.5.5.3 Adjustment of RVSP Fees. On a regular basis or when requested by Developer, but no more often than annually, subject to funding being available to the County through the administration portion of previously collected RVSP Fees or from advances made by Developer, County shall review the RVSP Fees and adjust the Fees as necessary account for actual and reasonable costs of facilities and equipment included within the Fees as such facilities are constructed and equipment is acquired, and for the projected change in the future cost of constructing facilities for which the Fees are being collected but which have not yet been constructed. County shall provide sixty (60) days advance written notice to the Developer of its intention to adjust the RVSP Fees.

2.5.6 Adjustment of Development Mitigation Fees and New Development Mitigation Fees. County shall adjust Development Mitigation Fees and New Development Mitigation Fees from time-to-time when it deems it necessary and in the interests of the County to do so. All such adjustments shall be done in accordance with County policy governing the assumptions and methodology governing adjustments of County fees generally and in accordance with the Mitigation Fee Act or other applicable law.

2.5.7 Payment of Fees. Unless otherwise specifically provided in this Agreement, Development Mitigation Fees, New Development Mitigation Fees, Project Development Fees and Project Implementation Fees shall be paid at the time of issuance of building permit, and shall be paid in the amount in effect at the time of issuance of the building permit.

2.6 Affordable Housing. On December 11, 2012, the Board of Supervisors approved a modification to the Specific Plan Affordable Housing obligation by adopting an addendum to the EIR and a resolution to modify Mitigation Measure 5-3a, the affordable housing mitigation measure, of the Specific Plan's Mitigation Monitoring and Reporting Program. Based on this 2012 action, to satisfy its affordable housing obligation, the Developer shall provide funding for a transitional housing facility located at 13675 Bowman Road in the Bowman area in Auburn CA in the total amount of \$575,000. Said payment obligation term began on December 12, 2012 with the balance to be paid over the remaining six (6) year period. As of October 1, 2014 Developer had conveyed a total of \$320,000.00 to Acres of Hope. Developer may elect to accelerate the payments, at Developer's sole discretion but may not exceed the maximum six (6) year payment obligation term without express written approval of the County. Any such modification may require revisions to the Specific Plan's Mitigation Monitoring and Reporting Program.

A deed restriction has been recorded (DOC 2015-0012007) securing the funding obligation against the southwestern portion of Specific Plan containing the 3.2-acres high density (HD) parcel, and restricting the use of that parcel as an affordable housing site until the full financial commitment has been satisfied. Until the deed restriction has been satisfied and terminated by the County, the Specific Plan designation and zoning of the HD parcel may be changed but only to a Specific Plan and Zoning designation that permits multi-family residential use.

In the event the transitional housing facility ceases to exist during this payment period, escrow instructions will provide that any remaining amounts payable be released to the County for use at other affordable housing locations or programs as determined by the County.

Other developers or land owners within the Specific Plan Area may elect an off-site alternative pursuant to the provisions of Placer County Code section 15.65.220 or may elect to develop ten percent (10%) of the total residential units within their respective properties as affordable housing.

The terms "very low income" means households earning fifty percent (50%) or less of the Placer County median income, "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of the Placer County median income, and "moderate income" means households earning eighty-one percent (81%) to one hundred twenty percent (120%) of the Placer County median income. Median income and allowable assets shall be determined in accordance with County policy and applicable State and federal affordable housing laws and requirements.

2.7 Wetlands Fill Permits.

2.7.1 Developer Obligation. In 2013, the U.S. Army Corps of Engineers issued a Section 404 Permit (SPK-2005-01060) ("Fill Permit"). The Developer shall be solely responsible for compliance with all terms of the Fill Permit, including mitigation and monitoring. Such Fill Permit shall be approved, with conditions satisfactory to the County if such conditions survive completion of the improvements and impact or limit any public uses, operations or improvements to be conveyed pursuant to this Agreement. County is in the process of developing a comprehensive habitat conservation plan, commonly referred to as the Placer County Conservation Plan, and acknowledges that, upon approval of the Fill Permit, to the extent permitted by law, the County will not seek to impose any additional conditions or requirements on Developer to mitigate the impacts of development of the Project on wetlands, notwithstanding any additional conditions or requirements that may subsequently be contained within the Placer County Conservation Plan. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation and on-site creation of wetland resources.

2.7.2 Maintenance by Developer. Developer, and/or its successors, shall be solely responsible for satisfying all monitoring, reporting, and maintenance, requirements under the Fill Permit during the remaining and any extended monitoring period, as determined by the Permitting Agency. During said monitoring period, Developer shall indemnify, defend and hold County harmless from any and all costs, liabilities or damages for which the County is held responsible or alleged to be responsible under the Fill Permit, which arise out of or relate to any failure of Developer to satisfy such monitoring requirements, excluding any such failure caused by the active negligence of County or any employees, agents or contractors thereof. Developer acknowledges responsibility for obtaining Fill Permit coverage for all open space uses specified in the Specific Plan and this Agreement.

2.7.3 Facilities Included in Fill Permit. Developer shall use its best efforts to ensure that the approval of its Fill Permit includes development of the bike paths, water quality structures and drainage and flood control facilities, and any other similar improvements as described in the Specific Plan and this Agreement. In this regard, Developer shall include to the extent known or planned the approximate location of proposed bike paths, passive recreation areas, water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all Fill Permit applications to ensure all proposed open space improvements are disclosed and considered by the Permitting Agency during processing of the Fill Permit and drafting of permit conditions. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the improvements as a result of approval of the Fill Permit, the revised relocation of such improvements shall be resubmitted to the County for review. The County may approve or deny any request to relocate any of the improvements and the review of such modifications shall be made in accordance with CEQA, which may only require the County to determine, if supported by CEQA, that such relocation substantially conforms with the EIR and approvals related thereto.

2.7.4 Operation and Management Plans. Developer shall be responsible for the cost of preparation of any required operations and management plan required for the Fill Permit and to reimburse County for any costs incurred by its review thereof.

2.8 Acquisition of Necessary Real Property Interests. Except as provided for credit and/or reimbursement of costs in accordance with subsection (a) of Section 3.2.1.3 below for the PFE/Watt Road Intersection or as otherwise specifically provided by this Agreement, in any instance where Developer is required by this Agreement to construct any public improvement on land not owned by Developer, Developer at its sole cost and expense shall, in a timely fashion to allow it to construct the required improvements, acquire or cause to be acquired the real property interests necessary for the construction of such public improvements.

In the event Developer is unable after exercising all reasonable efforts, including but not limited to the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements as to property within Placer County, Developer shall request the County assist in the acquisition of the necessary real property interests. Developer shall provide adequate security for all costs the County may reasonably incur (including the costs of eminent domain proceedings and the value of the real property) and shall execute an agreement in association therewith acceptable to the County. Upon receipt of the security and execution of the agreement, County shall commence negotiations to purchase the necessary real property interests to allow Developer to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, may use its power of eminent domain to acquire such required real property interests. Any such acquisition

by County shall be subject to County's discretion, which is expressly reserved by County, to make all necessary findings to acquire such interest, including a finding of public necessity.

In the event Developer is unable after exercising all reasonable efforts, including but not limited to the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements as to property within the Sacramento County or any other jurisdiction other than Placer County, Developer shall immediately notify the County and shall at the same time request assistance in the acquisition of the necessary real property interests from the appropriate officials within that other jurisdiction. Developer shall provide adequate security for all costs that jurisdiction may reasonably incur (including the costs of eminent domain proceedings and the value of the real property) and, subject to such other entity agreeing on commercially reasonable terms to proceed therewith, shall execute an agreement in association therewith acceptable to that jurisdiction.

In those circumstances where the County owns property in fee on or over which development of the Property requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, County shall grant, at no cost or expense to Developer, such permanent easement, temporary easements, rights-of-way, or sites as needed for the timely and efficient development of the Property.

This Section is not intended by the parties to impose upon the Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that the Developer elects to proceed with the development of the Property.

ARTICLE 3. DEVELOPER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Developer shall be made at the time and in the amount specified by then applicable County ordinances.

3.2 Construction of PFE Road Intersection Improvements by Developer. Developer shall be obligated to design, permit and construct improvements involving the following two (2) intersections on PFE Road: PFE/Watt Intersection and PFE/Walerga Intersection (together, the "PFE Road Intersection Improvements") in accordance with the requirements set forth in this Section 3.2.

3.2.1 PFE/Watt Intersection. As provided by this Section 3.2.1, Developer shall be required to design, permit and construct the PFE/Watt Intersection in

accordance with the schematic design as shown in Exhibit 3.2.1, subject to final design approval by County.

3.2.1.1 Completion of Right-of-Way Acquisition and Design. The right-of-way shall be acquired and the design of the PFE/Watt Intersection shall be complete and approved by the County prior to the acceptance of onsite improvements for the first phase of development proposed for the Western Portion of the Property. In the event the design for the PFE/Watt Intersection is not yet complete and accepted by County prior to the earlier of either acceptance of onsite improvements for the first development proposal for the Western Portion of the Property or issuance of the 120th building permit, County may withhold issuance of the building permit(s) until such time as the design is accepted by County or, at the sole discretion of County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Watt Intersection design to the full satisfaction of County. For the purposes of this Agreement, the term "Western Portion of the Property" shall mean that area owned by Developer south and west of the area with a land use designation of SPL-RVSP-O as shown in Exhibit 3.2.1.1.

3.2.1.2 Completion of Construction. Right-of-way acquisition and the construction of the PFE/Watt Intersection shall be complete and accepted by County prior to the acceptance of onsite improvements for that Phase containing the 121st residential lot within the Western Portion of the Property, or 121st dwelling unit equivalent if Phase D6 (commercial property) is previously permitted and / or constructed. In the event the PFE/Watt Intersection is not yet complete and accepted by County when Developer requests acceptance of said subdivision improvements, County may withhold such acceptance until such time as the PFE/Watt Intersection is completed and accepted by County or, at the sole discretion of the County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Watt Intersection to the full satisfaction of County. Developer shall be responsible for all costs of care and maintenance of the PFE/Watt Intersection until such time as County accepts it as provided herein. As a condition of acceptance, Developer shall warrant that the work shall be free of defects in workmanship and material for a period of one (1) year after acceptance.

3.2.1.3 Fee Credit and Cost Reimbursement. For design and construction of the PFE/Watt Intersection, Developer shall receive credit against its fee obligations or reimbursement up to the amount provided in the County Traffic Impact Fee allowance for the Dry Creek Capital Improvement Program and up to the proportional share of ultimate improvements that the Developer constructs, which is not the Developer's frontage improvement obligation.

3.2.1.4 Inability to Construct. In the event after Developer has exercised all reasonable efforts to obtain all necessary right-of-way within Sacramento

County, and thereafter Sacramento County determines not to initiate eminent domain to acquire the necessary real property interests and Developer is unable thereby to construct all of the required improvements to the PFE/Watt Intersection as shown in Exhibit 3.2.1, County may require Developer construct those improvements to the PFE/Watt Intersection which do not require property to be acquired within Sacramento County which County in its sole discretion determines are necessary to provide interim functionality to the PFE/Watt Intersection until such time as the improvements can be constructed in accordance with the design approved in accordance with Section 3.2.1.1, and Developer's fee credit and cost reimbursements per Section 3.2.1.3 above shall be calculated based upon the cost of the improvements which the County determines will provide permanent benefit to County in association with construction of the improvements in accordance with the approved design.

3.2.2 PFE/Walerga Intersection. As provided by this Section 3.2.2, Developer shall be required to design, permit and construct the PFE/Walerga Intersection in accordance with the schematic design as shown in Exhibit 3.2.2, subject to final design approval by the County.

3.2.2.1 Completion of Right-of-Way Acquisition and Design. The right-of-way shall be acquired and the design of the PFE/Walerga Intersection shall be complete and approved by the County prior to the acceptance of onsite improvements for the first phase of development proposed for the Eastern Portion of the Property. For the purposes of this Agreement, the "Eastern Portion of the Property" shall mean that area of the Specific Plan owned by Developer south and east of the area with a land use designation of SPL-RVSP-O as shown in Exhibit 3.2.2.1. In the event the design for the PFE/Walerga Intersection is not yet complete and accepted by County prior to the acceptance of onsite improvements for the first development proposal, County may withhold issuance of building permit(s) until such time as the design is accepted by County or, at the sole discretion of County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Walerga Intersection design to the full satisfaction of County.

3.2.2.2 Completion of Construction. The construction of the PFE/Walerga Intersection shall be complete and accepted by the County prior to the acceptance of the onsite improvements for that Phase containing the 168th residential lot within the Eastern Portion of the Property, or 168th dwelling unit equivalents if Phase A4 (commercial property) is previously permitted and / or constructed. In the event the PFE/Walerga Intersection is not yet complete and accepted by County when Developer requests acceptance of said subdivision improvements, County may withhold such acceptance until such time as the PFE/Walerga Intersection is constructed and accepted by County or, at the sole discretion of County, until Developer enters into an agreement acceptable to County providing for the completion of the PFE/Walerga Intersection to the full satisfaction of County. Developer shall be responsible for all

costs of care and maintenance of the PFE/Walerga Intersection until such time as County accepts it as provided herein. As a condition of acceptance, Developer shall warrant that the work shall be free of defects in workmanship and material for a period of one (1) year after acceptance.

3.2.2.3 Fee Credit and Cost Reimbursement. For design and construction of the PFE/Walerga Intersection, Developer shall receive credit against its fee obligations or reimbursement up to the amount provided in the County Traffic Impact Fee allowance for the Dry Creek Capital Improvement Program and up to the proportional share of ultimate improvements that the Developer constructs, which is not the Developer's frontage improvement obligation.

3.3 Offers of Dedication.

3.3.1 Offer of Dedication—Walerga Road and Watt Avenue. Within sixty (60) days of receipt of written request from County prior to recordation of the first large or small lot tentative map on the Western or Eastern portion of the Property, at the discretion of the County, Developer shall execute and deliver to the County for recordation an irrevocable offer of dedication of an easement in fee simple in a form acceptable to the County (an "IOD"), for that portion of the Property planned to be utilized for the right-of-way for Walerga Road and/or Watt Avenue. That portion of the Property offered for said dedication shall be consistent with the location shown therefor in Exhibit 3.3.2; provided, however, the legal descriptions included with the IOD shall be subject to review and approval by the County prior to recordation. With respect to the foregoing dedications, the County will sign the appropriate acknowledgments to allow the dedications to be recorded, but in its sole discretion may choose to not accept the offer until the County determines it to be in the interests of the County to do so.

3.3.2 Dedication of Open Space. Developer shall include in the large lot final map an IOD for that portion of the Property planned to be utilized in conjunction with the Class 1 trail along the Dry Creek Corridor and the sewer access road improvements on the large lot final map for the Property. That portion of the Property offered for said dedication shall be consistent with the location shown therefor in Exhibit 3.3.2; provided, however, the legal descriptions shall be subject to review and approval by the County prior to recordation.

3.3.2.1. In the event the Developer uses any of the open space parcels for temporary construction activity or temporary staging, the Developer shall, prior to acceptance by the County, restore the site to the pre-construction condition or as otherwise approved by the County.

3.3.2.2. Upon satisfaction by the Developer of all conditions of permitting affecting development in the open space parcels including the U.S. Army

Corps of Engineers 404 permit, mitigation and monitoring requirements, completion of all open space improvements including the Class 1 Bike Path along Dry Creek between Walerga Road and Watt Avenue, and establishment of sufficient maintenance and operational funding through the services CFD and/or CSA, to the satisfaction of the County, the County shall accept the dedication of the open space described above.

3.3.2.3. In the event sufficient fee generation is not in place at the time of open space dedication, Developer agrees to provide sufficient gap funding, in a form acceptable to the County, to augment the available maintenance funding provided through the services CFD and/or CSA. The amount of gap funding shall be calculated as the difference between the Cost of Living Allowance (COLA) adjusted open space maintenance costs identified in the Finance Plan and the amount of funding generated through the services CFD and/or CSA.

3.3.2.4. The first year of maintenance of all constructed facilities within dedicated open space shall be considered a warranty period and all such maintenance and any subsequent restoration costs shall be Developer's responsibility.

3.3.2.5. County reserves the right, in its sole discretion to assign ownership and / or maintenance and operation of open space parcels to another entity such as a land trust organization or joint powers authority.

3.3.3 Dedication of "Shed B" Sewer Easement. Developer shall include in the large lot final map for that portion of the Property planned to be utilized in conjunction with the construction of the gravity sewer an IOD necessary to serve "Shed B" in the Placer Vineyards Specific Plan on the large lot final map for that portion of the Property. That portion of the Property offered for said dedication shall be consistent with the location shown therefor in Exhibit 3.3.3; provided, however, the legal descriptions shall be subject to review and approval by the County prior to recordation. With respect to the foregoing offer dedications, the County in its sole discretion may choose to reject the offer until the County otherwise determines it to be in the interests of the County to do.

3.3.4 Dedication of Cemetery Property. Within one hundred twenty (120) days of the Effective Date of this Agreement, Developer shall execute and deliver to the Roseville Cemetery District (the "**Cemetery District**") an IOD for that portion of the Property planned for cemetery use as shown on the Specific Plan (the "**Cemetery Property**"). The offer shall be irrevocable for a minimum period of twenty (20) years after the Effective Date. Developer may condition acceptance of the offer: (1) to require the Cemetery District offer to dedicate to County, at no cost, sufficient right-of-way along the western boundary of the current Cemetery District property in order to provide for the construction of all necessary improvements to Watt Avenue as generally identified in Exhibit 3.2.1, and (2) to require Cemetery District to waive any cemetery impact fees that may be imposed by the District upon the development of the Property. If the offer is

not accepted by recorded written notice by the Cemetery District or any successor thereto or assignee thereof during said twenty (20) year period, the offer may thereafter be rescinded by Developer upon written notice to the Cemetery District.

3.3.5 Adjustments to Dedications. County acknowledges that, as Developer processes large lot and small lot subdivision maps for the Property, minor adjustments to the boundaries of the dedicated areas may be required based on the final engineering for such maps. County and Developer agree to cooperate with any such proposed adjustments or relocations, provided the approval of such adjustments or relocations shall be subject to the County's sole discretion. Upon such approval, County and Developer will cooperate to effect such adjustments or relocations, subject to Developer offering to dedicate to the County any replacement area that may be required by such adjustment or relocation so long as any such replacement area has not then been developed by Developer.

3.3.6 Acknowledgment of Excess Park Dedication and Additional Dedications for Park Sites. To ensure that the full amount of planned active park sites are dedicated and developed for the benefit of future residents of the Specific Plan, Developer agrees that it shall not have any right to seek any subsequent reduction in the amount of active park acreage to be dedicated hereunder, even though these dedications may exceed the General Plan requirement or will exceed such requirement due to any subsequent reduction in residential development of the Property. County agrees that, in consideration of Developer's covenant to dedicate these park sites, construct the park facilities as required herein, and/or pay the RVSP Fee, such covenants fully satisfy and the County shall not impose any other park dedication or Quimby Act fee. The County agrees that the provisions of the Specific Plan and the commitments contained herein satisfy the General Plan park obligations for the dedication of neighborhood/community parks, recreational facilities and open space related to development of the Property.

In the event of any such excess dedication, Developer shall not receive any park land credit or any park fee credit for construction of park improvements on such additional acreage, which construction shall be at the sole cost and expense of Developer.

3.3.7 County Acceptance of IODs. Except as expressly provided for by this Agreement, all dedicated areas and any other property to be conveyed in fee or by easement to County pursuant to this Agreement shall be with good and marketable title, free of any liens, financial encumbrances, special taxes, or other adverse interests of record, subject only to those exceptions approved by County in writing. The foregoing shall not preclude inclusion of such public property within a financing services district, so long as the levy or assessment authorized thereby is zero (0) while the property is used for public purposes. Developer shall, for each such conveyance, provide to

County, at Developer's expense, a current preliminary title report, a CLTA standard coverage title insurance policy in an amount specified by County, and a Phase 1 site assessment for hazardous waste approved by the County. In the event the Phase 1 site assessment indicates the potential presence of any hazardous waste or substance, County may require additional investigation be performed at Developer's expense. Developer shall bear all costs of providing good and marketable title and of providing the property free of hazardous wastes or substances.

3.3.8 Release of Excess Offers of Dedication/No Compensation. County agrees that subsequent adjustments to or releases of areas approved by the County that were previously offered for dedication by Developer shall not require any compensation to be paid by Developer, notwithstanding any existing County ordinances or policies to the contrary. Developer's early dedication hereunder, together with its covenant to dedicate any replacement area that may be required by an adjustment or relocation, provides adequate compensation to the County for any such subsequent abandonment by the County of these dedicated areas.

3.4 Public Utilities Within Rights-of-Way. Except as otherwise set forth in the Specific Plan or otherwise required by County as provided below, public utilities shall be located within the rights-of-way to be granted by Developer to County for public utility and/or landscape easements or within rights-of-way granted by Developer to County for the arterials, collectors and other local streets within the Property. Accordingly, upon approval of the large lot final subdivision map (or any phase of it), or demand of the County based upon service needs, whichever occurs first, in addition to the dedications to be provided pursuant to Section 3.3 above, Developer agrees to grant and convey to County, through a recorded irrevocable offer of dedication or other means acceptable to County, the rights-of-way for any additional streets or public utility easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Developer shall grant a public utility easement that shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the road rights-of-way and public utility and/or landscape easements shall be as shown in the Specific Plan.

Nothing in this Agreement shall be construed to limit or restrict the right of the County to require the dedication of an easement for utility purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the County and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement. The County may also, in its sole discretion, approve alternative locations for utilities, such as through parks or open space areas.

3.5 Volumetric Compensation Replacement Basins. Developer shall construct all volumetric compensation replacement basins entirely within property owned by

Developer and not within any parcel to be dedicated to County. Developer and/or its successors, through a homeowners association or other private entity, shall be solely responsible for satisfying all monitoring and maintenance responsibilities for the volumetric compensation replacement basins in perpetuity. In addition to any other obligation for indemnification herein, Developer and its successors shall indemnify, defend and hold County harmless from any and all costs, liabilities or damages for which the County is held responsible or alleged to be responsible which arise out of or relate to any failure of Developer to satisfy or fulfill such monitoring and maintenance requirements.

3.6 Road-related Improvements.

3.6.1 Frontage Improvements. Developer shall be obligated as deemed necessary by County, at its sole cost and expense and without any right of reimbursement or fee credit from the County, to design and construct all road frontage improvements within or adjacent to the Property. Such improvements shall include curb, gutter, utilities, landscaping, streetlights, pavement (including, but not limited to, asphalt, concrete, aggregate base and aggregate sub-base), underground water, sewer and drainage improvements, wholly within the Property and to the existing centerline of the road adjacent to the Property and, as deemed necessary by County, the full width of landscape medians. Such improvements shall also include any additional pavement widening at intersections within or adjacent to the Property to accommodate turn lanes and bus turnouts (including the approaches to intersections and separate lanes for each turning movement), all grading, drainage laterals and inlets, cross culverts, traffic signing and striping, underground portions of traffic signals and signal interconnects in conjunction with joint trench work along all arterial roadways and at other locations deemed necessary by the County.

The improvements described above in this subsection 3.6.1 that are the responsibility of Developer shall be referred to herein collectively as the "**Frontage Improvements**".

Where a roadway is to be constructed by Developer adjacent to an open space parcel located within the Property, Developer shall be responsible for the Frontage Improvements adjacent to the parcel, including the construction of the sidewalk and any required landscaping. Where a roadway is to be constructed by Developer adjacent to a park parcel that will be subsequently developed for an active public use, Developer shall be responsible for the Frontage Improvements adjacent to the parcel, excluding, however, the construction of the sidewalk and landscaping (which shall be installed in conjunction with the subsequent development of such parcels for public use). Developer shall also be responsible for the costs of any Frontage Improvements adjacent to the sewer lift station site, cemetery property, or water storage, electrical substation or other public utility site, but may be recoverable by

Developer in accordance with the separate acquisition agreement to be entered into between Developer and the district or entity that will be acquiring such site.

3.6.2 Timing of Sidewalks and Landscaping. Sidewalks/trails and landscaping to be installed adjacent to single-family subdivisions within the Plan Area shall be installed concurrently with the subdivision improvements for each single-family residential-lot subdivision. Landscape medians shall be installed concurrently with the road improvements that include such medians.

In addition to the general rule above, depending on the timing of other development within the Specific Plan, to the extent deemed necessary by the County to provide pedestrian connections along applicable thoroughfares, arterials or collectors, County may require Developer to install temporary or permanent sidewalk improvements as part of any road improvements being installed by Developer adjacent to the Property.

3.6.3 Road Improvement Standards. Unless the Specific Plan provides otherwise, the design and construction of all improvements shall be in accordance with County's Land Development Manual, as amended and updated from time-to-time. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the County's Land Development Manual. As to any road improvements to be constructed by Developer hereunder, Developer shall have the responsibility of securing any and all local, state and federal permits necessary for such construction.

3.7 Water Supply.

3.7.1 Water Facilities. Developer acknowledges that the water transmission and storage facilities to be installed by Developer will be owned and operated by the Placer County Water Agency ("PCWA") and/or Cal-Am Water Company ("Cal-Am"). Accordingly, the design of these water facilities shall be subject to approval by PCWA and/or Cal-Am, and any reimbursements or credits associated with these water facilities shall be subject to and dependent upon Developer entering into a separate agreement(s) with PCWA and/or Cal-Am. The costs of these water facilities shall not be included within the RVSP Fee or any other County fees.

3.7.2 Periodic Confirmation of Water Supply. The County has determined, and Developer agrees, based upon the current information at the time of approval, that the available water supply is sufficient to serve all of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project, which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the current

information on water usage by the various land uses included and permitted within the County and the proposed land uses within the Project. The sources of water evaluated for the Project are the same types of sources currently used throughout the County. Developer is satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all of the Project. On an annual basis during the Term of this Agreement, the Parties shall meet with the Placer County Water Agency and/or Cal-Am and review the underlying assumptions regarding water demands of the Project and sources of water for the Project, including the remaining capacity within the 10-mgd wheeling agreement between PCWA and the City of Roseville. If the actual demand and sources appear that they will differ materially from the assumptions upon which the Project was approved, and that the difference(s) will negatively affect the utility's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure that the water supply will meet the Project's demands. Development and implementation of such measures shall be at no cost to County. Notwithstanding any other provision of this Agreement, including but not limited to Sections 2.2 and 2.4.1, the County shall have the right to impose any restrictions needed to assure that the further development of the Project will be consistent with the then current assessment of the available water supply. County restrictions may include, but shall not be limited to, additional conservation measures, water transfers, limitation on new tentative maps and permits and such other measures as the County deems necessary.

3.8 Sewer Master Plan. As part of the approval of the EIR, Developer prepared a Sewer Master Plan for providing sewer service to the developed properties within the Specific Plan area. Prior to the approval for recordation of the first small lot final subdivision map within any portion of the Specific Plan, Developer shall submit an updated Sewer Master Plan for review and approval by County which shall include information on wastewater generation rates, peaking factors, location, placement and sizing of gravity pipelines, force mains, lift stations, and other necessary infrastructure for proposed development of the Property.

3.9 Drainage Facilities. Developer shall dedicate land for and provide drainage improvements as provided in this Section and as required by the conditions of any small lot tentative map.

3.9.1 Drainage Master Plan. As part of the approval of the EIR, the County approved a drainage study. Developer shall prepare a Drainage Master Plan updating the work previously undertaken in conjunction with the EIR, which shall be approved by the County prior to the approval for recordation of the first large lot final subdivision map within any portion of the Specific Plan. The Drainage Master Plan shall

identify each of the drainage sheds within the Plan Area and the drainage facilities required to serve each drainage shed. Subject to the Other Agency Approvals described below, the Drainage Master Plan shall identify the size and location of all drainage facilities proposed for each of the drainage sheds within the Plan Area, except that the details of any drainage facilities internal to a phase of a small lot tentative map which does not serve any other portion of the Plan Area may be deferred to the improvement plans for that phase.

3.9.2 Other Agency Approvals. Prior to the issuance of any grading permit, or approval of any improvement plans, or recordation of a small lot final subdivision map for any development within an affected drainage shed of the Plan Area, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues (the "**Other Agency Approvals**"), including, but not limited to, the Regional Water Quality Control Board ("**RWQCB**"), the U.S. Army Corps of Engineers and the California Department of Fish and Game for all the drainage facilities planned to be located within or serving such drainage shed. The requirement to obtain these Other Agency Approvals for all drainage facilities serving the drainage shed and/or any grading in the drainage shed prior to any development within such drainage shed shall apply whether or not Developer will be constructing all or only a portion the planned drainage facilities for development of the Property.

Prior to the construction of any improvements, Developer shall prepare and implement a Storm Water Pollution and Prevention Plan (SWPPP), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWPPP and as approved by the RWQCB and County. Developer shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading.

This Specific Plan project is located within the permit area covered by Placer County's Small Municipal Separate Storm Sewer System (MS4) Permit (State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004, Order No. 2013-0001-DWQ), pursuant to the NPDES Phase II program. Project-related stormwater discharges are subject to all applicable requirements of said permit. The Developer shall implement permanent and operational source control measures as applicable. Source control measures shall be designed for pollutant generating activities or sources consistent with recommendations from the California Stormwater Quality Association (CASQA) Stormwater BMP Handbook for New Development and Redevelopment, or equivalent manual. The Developer is required to implement Low Impact Development (LID) standards designed to reduce runoff, treat stormwater, and provide baseline hydro modification management.

3.9.3 Construction Consistent with Drainage Master Plan and Other Agency Approvals. Prior to the issuance of any grading permit, or approval of any improvement plans, or recordation of a small lot final subdivision map for any portion of the Property, Developer shall design and construct the drainage facilities required to serve development of the Property, or such portion thereof, consistent with the Drainage Master Plan, any conditions of approval for the map, and the Other Agency Approvals. For each portion of the Property then proposed for development, Developer shall construct all drainage facilities located within such developing portion of the Property. Also, for each portion of the Property then proposed for development, Developer shall design and construct all downstream permanent or interim drainage facilities within the applicable drainage shed required to provide drainage of the developing portion of the Property.

3.9.4 Storm Drains. Developer shall construct storm drain mains and laterals as required by the Drainage Master Plan, the conditions of the small lot tentative subdivision map and in accordance with the County's then current improvement standards, and shall provide laterals to serve all parcels on the Property, including, but not limited to, commercial, park and other public sites. Storm drain main and laterals necessary for future connections and/or extensions to other portions of the Property shall be constructed to the property line of each developing portion of the Property concurrently with the construction of connecting open channels or storm drain mains.

3.9.5 Maintenance of Interim and Permanent Drainage Facilities. The construction of the drainage facilities will require on-going funding for long-term maintenance and repair. The maintenance of the drainage facilities is anticipated to be funded by either the Services CFD described in Section 3.15 below or the County Service Area described in Section 3.16 below. Developer and County acknowledge that the maintenance of these drainage facilities will benefit the entire Specific Plan area. Therefore, the funding for such maintenance shall be shared on an equitable basis by all developable property within the Specific Plan, as determined by the County in connection with the formation of the Services CFD and CSA. Developer shall be solely responsible for the maintenance of any interim drainage facilities needed to be constructed by Developer in conjunction with development of a portion of the Property and which does not constitute part of the permanent drainage facilities for the Property.

3.10 Parks and Open Space.

3.10.1 Parks Facilities. Park facilities shall be developed as set forth in the Specific Plan and this Agreement. In the event of an inconsistency or conflict between the provisions of the Specific Plan and this Agreement in regard to park facilities, the provisions of this Agreement shall apply and govern.

3.10.2 Construction of Park Facility Improvements. Developer shall design and install park improvements for all park sites consistent with the acreage and facilities requirements as shown in the Riolo Vineyard Design Guidelines for the Property and in accordance with the following provisions:

- a. Except as specified in Section 3.10.2(b), the order of construction of each park shall be based upon phasing of the residential development located adjacent to each of these park sites. Construction of each respective park and its improvements shall commence concurrent with the initiation of improvements for that residential phase contiguous to that park, and such park improvements shall be completed no later than 18 months following start of construction of that particular residential phase.
- b. Park 3: Developer shall construct Park 3 concurrent with the initiation of improvements for that contiguous residential phase, but in no event later than the issuance of the 112th building permit in Phase C as illustrated in Figure 8.1 of the Specific Plan.

3.10.2.1 The Financing Plan provides for the establishment of a Security Plan Funding Program ("Funding Program") to secure funding for construction of future parks within Riolo Vineyard since phasing triggers allow construction of residential units in Phase A (previously "Parcel J"), prior to completion of those parks necessary to maintain the County's recreation service levels. Funds derived from the Funding Program will be held by Placer County. At such time as a park is complete, as evidenced by a Final Acceptance of those Park Improvements issued by Placer County, the Developer may request reimbursement for development costs associated with the completed park. Reimbursement shall be made on a per-acre basis for the completed park land and shall not exceed the per acre cost of construction as calculated and described in the approved Financing Plan. Reimbursement shall not exceed the amount of funding held in the Funding Program account. If, in the sole discretion of the county by written authorization of the Director of Facility Services, or designee, the pace of park development reaches general parity with the parkland service level standards of the General Plan in relation to residential construction, the Funding Program may be suspended or terminated.

3.10.2.2 Developer shall be responsible for all costs to construct the park improvements for its applicable park sites consistent with the approved plans therefor and shall not be limited by the cost estimates used in the Financing Plan for development of the Specific Plan. Developer further acknowledges that County shall have no obligation to pay any reimbursement in the event of any shortfall between the total fee credit amount for the parks and recreation facilities fee obligations for the Property and the actual costs incurred by Developer therefor.

3.10.2.3 Park improvements constructed by Developer for each park shall include all utilities and all landscaping and irrigation necessary to serve the park. When installing road improvements adjacent to a park site, Developer shall construct the necessary Frontage Improvements therefor (excluding landscaping and sidewalks, unless the park is developed at the same time as such Frontage Improvements are being installed) and stub utilities for the park site, subject to direction from the County on the location of such utility stubs. The costs of the Frontage Improvements shall be included as part of the construction of the adjacent park facility.

3.10.2.4 Concurrent with approval of the final map incorporating each park site, or in conjunction with the triggers outlined in Section 3.10.2(a, & b,) above, whichever comes first, the Developer shall provide an irrevocable offer of dedication for title to the park site to the County. Upon satisfactory completion of the park improvements by Developer, County shall accept the dedication of the improved park site and assume the ownership and maintenance thereof, provided the cost of such maintenance shall be funded by either a new Park Agency or District, as defined below, or the Services CFD or County Services Area (CSA) described in Sections 3.15 and 3.16 below, or other governance and funding mechanism which may be formed. In the event sufficient fee generation is not in place at the time of satisfactory park completion for each park or the CFD or CSA is not yet formed, Developer agrees to provide sufficient gap funding, in a form acceptable to the County, to augment the available maintenance funding to be provided through the services CFD or CSA. The amount of gap funding shall be calculated as the difference between the COLA adjusted park maintenance costs identified in the Finance Plan and the amount of funding to be generated through the services CFD or CSA. A warranty bond for 50% of the construction value of each park shall remain in effect for a period of one year following satisfactory completion of the park. Satisfactory completion shall be evidenced by the issuance of a Project Final Acceptance by the County.

For purposes of this Agreement, all references herein to the "Park Agency" shall mean and refer to the County, unless and until the County forms the Park District, at which point the rights and obligations assigned herein to the "Park Agency" shall mean and refer to the Park District, except to the extent the County elects to retain and not assign to the Park District any of the rights or obligations allocated herein to the Park Agency. If and when the Park District described therein is formed by the County, the parties anticipate that the Park District will thereupon assume all of the County's rights and obligations under this Agreement with respect to the ownership and maintenance of the open space and parks within the Plan Area and the construction of any open space, trails and park improvements, or entering into agreements with Constructing Owners to construct such improvements, and with respect to managing and administering the operation of the open space, trails, and park facilities planned for the Plan Area. The Developer shall work cooperatively with the County to consider and support the formation of a park district at the sole cost and expense of the Developer,

and subject to Developer obtaining all necessary approvals for formation of the Park District with all terms and conditions acceptable to the County.

3.10.3 Construction of Pedestrian, Bike and Equestrian Trail Improvements. Developer shall design and construct any pedestrian, bike and/or equestrian trail improvements, including signage, to be included within any portion of the Property and/or adjacent open space (collectively, the "**Trail Improvements**") to be located within any portion of the Property, subject to and in accordance with the following provisions,

3.10.3.1 Timing of Trail Improvements.

- a. The entire section of Class I Bike Path along Dry Creek connecting the Walerga Road Bridge to the Watt Avenue Bridge shall be constructed in conjunction with the first improvements for the sewer line along Dry Creek.
- b. Trail segments within the Parks shall be constructed in conjunction with the respective Park construction.
- c. Trail connections between each Park and the Class 1 Bike Path along Dry Creek shall be constructed in conjunction with the respective Park construction.
- d. The trail connection from Park 4 across the Wetland Preserve to the west shall be constructed in conjunction with Park 4.

3.10.3.2 The applicable Trail Improvements shall be constructed and improved according to the provisions of the Specific Plan. The Trail Improvements shall be designed in accordance with the County's design standards. Developer shall be responsible for all costs associated with the design and construction of the Trail Improvements, including the costs of preparing the required plans and drawings and, if necessary, obtaining any and all other required permits and any required supplemental environmental analysis.

3.10.3.3 The timing dedication of trails within open space parcels is addressed in Section 3.3.2.2. Trails located within Parks shall be dedicated concurrently with the dedication of the respective Park parcels. For all other multi-purpose trail easements, the Developer shall provide offers of dedication on applicable final maps or by separate offers of dedication of multi-purpose trail easements, the latter subject to approval by the County.

Upon satisfactory completion of the Trail improvements by Developer, County shall accept the dedication of the improved park site and assume the ownership and maintenance thereof, provided the cost of such maintenance shall be funded by either the Services CFD or County Services Area (CSA) described in Sections 3.15 and

3.16 below or the Park Agency. In the event sufficient fee generation is not in place at the time of satisfactory Trail improvement completion or the Services CFD or CSA is not yet formed, Developer agrees to provide sufficient gap funding, in a form acceptable to the County, to augment the available maintenance funding to be provided through the Services CFD or CSA. The amount of gap funding shall be calculated as the difference between the COLA - adjusted trail maintenance costs identified in the Finance Plan and the amount of funding to be generated through the Services CFD or CSA. The first year of maintenance shall be considered a warranty period and all such maintenance and any subsequent restoration costs shall be Developer's responsibility. This section is intended to address connecting trails within easements only.

3.10.4 Satisfaction of Park Obligations. The County acknowledges that Developer's covenants to construct the Park and Trail Improvements pursuant to this Agreement, fully satisfies the County's development mitigation fee requirements for parks and recreation facilities as set forth in Placer County Code Article 15.34.

3.11 Construction of Sewer Infrastructure. In addition to design and construction of any sewer infrastructure required to serve the Property in accordance with the Sewer Master Plan, Developer shall design and construct the sewer lift station to accommodate the receipt and transmission of sewer flows from "Shed B" within the Placer Vineyards Specific Plan, including such stubs as may be necessary to connect any future gravity sewer infrastructure without interruption to the operation of or redesign of the lift station, in accordance with plans approved by County; provided, however, Developer shall only be required to install pumps to serve the Riolo Vineyard Specific Plan. Developer shall include in its design of the lift station design of the gravity sewer infrastructure required to serve Shed B, consisting of approximately 2,650 EDUs from Benefitted Properties for all costs of design and construction of sewer infrastructure in excess of that required to provide service to the Property in accordance with Section 4.2.5 below. Said costs shall be shared or reimbursed pursuant to those Benefiting Properties as defined in Section 4.2.5 hereunder.

In addition to the above, two off-site sewer lines shall be upsized. Manhole sections KB11-07 to KB11-03 will be upsized from a 12 inch line to a 15 inch line and manhole section KB11-03 to the Dry Creek Lift Station will be upsized from a 15 inch line to an 18 inch line, and the existing Dry Creek and Creekview Middle School lift station will require some improvements as a result of the changes to the Sewer Master Plan and to insure the system is fully operational in peak and minimal flow conditions after the Riolo Vineyard Lift Station is constructed.

3.12 Other Public Facilities. Developer shall reserve for acquisition by the applicable public agency any lands located within the Property that are planned for water tanks, electrical utility substations and other such facilities to be acquired by a public agency other than the County. The terms and conditions for the sale of such reserved sites to the applicable entities, including the payment of any reimbursements

or provision of any credits for the value of such sites and any improvements by Developer thereto, shall be subject to separate agreements with the applicable entities.

3.13 School Fee Agreements. Developer shall enter into a separate written agreement with the Center Unified School District prior to approval of any small lot residential final subdivision map for recordation or issuance of any residential building permit (excluding permits for model homes). Any such agreement shall consider the timing for construction of a signal at the entrance of the proposed Rex Fortune School intersection of PFE Road and "Eastern" Street, the timing for the construction of sewer infrastructure across the Plan area to serve the proposed Rex Fortune School, the conveyance by the Center Unified School District of right-of-way on Watt Avenue to allow for the construction by Developer of PFE/Watt Intersection Improvements as required by Section 3.2.1, above.

3.14 Community Facilities District – Project Infrastructure.

3.14.1 Formation. At the request of the Developer, County may form one or more community facilities districts for the purpose of financing the acquisition of a portion or portions of the public infrastructure and facilities within the Specific Plan (an "**Infrastructure CFD**"). The infrastructure and facilities that may be constructed and/or acquired with Infrastructure CFD funds include, without limitation, roads, water, sewer, drainage, public utilities, parks, open space and other such public facilities of the County located within the Plan Area and/or required to serve development of the Plan Area ("**CFD Improvements**"). Formation of an Infrastructure CFD shall be pursuant to and consistent with the requirements of this Agreement, applicable County policies, including the policies of the County Bond Screening Committee, and the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.).

3.14.1.1 Nothing in this Section 3.14 shall be construed to require Developer to form an Infrastructure CFD nor, if formed, to preclude the payment by an owner of any of the parcels within the Property to be included within the Infrastructure CFD of a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. Nothing in this Section shall be construed to require County to form an Infrastructure CFD if County determines formation would not be consistent with applicable County policies or, in its sole discretion, prudent public fiscal practice. In determining whether to form an Infrastructure CFD, County shall first consider the need for and fiscal impact of the creation of a Services CFD and/or CSA as provided below, and then the need for and fiscal impact of this financing tool to provide funding for the CFD Improvements.

3.14.1.2 Concurrent with any formation of the Infrastructure CFD, the Developer and County shall enter into a shortfall and acquisition agreement, in form and substance acceptable to County, whereby the Developer shall covenant to finance the

costs of the CFD Improvements then required to be installed pursuant to the terms of this Agreement and the Entitlements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such improvements. To the extent permitted by and consistent with statute, including without limitation, Government Code Section 53313.51, the acquisition agreement may, if agreed to by County in its sole discretion, include provisions to permit payments for discrete portions of improvements during construction of any CFD Improvements that have been accepted by County and are capable of serviceable use and to permit payments for discrete portions or phases of the partially completed improvement, as the costs thereof are incurred by the Developer and confirmed by County.

3.14.1.3 Nothing herein shall be construed to limit Developer's option to install the CFD Improvements through the use of traditional assessment districts or private financing.

3.14.2 Effect of CFD Financing on Credits and Reimbursements. Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the Infrastructure CFD, at the request of Developer (i) the Developer shall receive credits against the applicable Development Mitigation Fee, New Development Mitigation Fee, Project Development Fee, or Project Implementation Fee, with the exception of the fee described in Placer County Resolution 2013-253: First Amendment to Reimbursement Agreement for Construction of Sewer Facilities and Reclaimed Water Line, based on the amount of financing provided for the improvements by the Infrastructure CFD that would otherwise have been funded by such Fee up to, but not in excess of, the amount that will be funded by such Fees by the properties within the Infrastructure CFD or (ii) the amount of the Fee otherwise applicable to such improvements for the Property shall be adjusted as necessary to reflect the funding of such improvements by the Infrastructure CFD. Alternatively, Developer may request that Infrastructure CFD funds be used to acquire facilities not included for financing by any fee program. To preserve Developer's right to receive reimbursement for the share of any costs of improvements that benefit properties outside of the Infrastructure CFD, Developer may request that acquisition by CFD funds of any facilities included for financing by a fee program not exceed the amount of such fees that would otherwise be payable by Developers' Property within the Infrastructure CFD.

3.14.3 Effect of CFD Financing on Required Security. If and to the extent proceeds from CFD special taxes and/or bond sales are available to fund the acquisition and construction of the Backbone Infrastructure, then upon request of the Developer, the County shall consider reserving and sequestering the available CFD funds for the acquisition and construction of the foregoing improvements in the amount and for the improvements as designated by the Developer in such request, and said funds may

then be credited against Developer's obligation to post security acceptable to the County to assure completion of such designated improvements.

3.15 Community Facilities District –Services

3.15.1 Formation. Prior to the recordation of the first small lot final subdivision map within any portion of the Specific Plan, a community facilities district shall be formed that includes the Property for the purposes of funding services described in Section 3.15.3 ("**Services CFD**"). Developer consents to and shall cooperate in such formation and the imposition of any special tax necessary to fund the services. Upon formation, Developer hereby consents to the levy of such special taxes as are necessary to fund the services obligations described in Section 3.15.3 in amounts consistent with Section 3.15.4 and hereby acknowledges that any such special tax is necessary to provide services in addition to those provided by County to the Property before the Specific Plan was approved.

3.15.2 Additional Service CFDs/Tax Zones. The County may require the formation of more than one Services CFD, and a Services CFD may be divided as necessary into zones, among which the amount of the special tax may vary.

3.15.3 Services. The Services CFD shall provide the funding required for new and/or enhanced services to be provided by County to the Property and within the Plan Area which would not have been necessary but for the approval of the Entitlements. The funds shall be utilized for some or all of the following purposes:

- 1) Sheriff services;
- 2) Fire protection and suppression services, including ambulance and paramedic services;
- 3) Recreation program services;
- 4) Transit;
- 5) Library;
- 5) Maintenance and lighting of roads, streets, parks, landscaping, and open space, including trails, off-site open space and habitat mitigation lands;
- 6) Maintenance of storm drainage systems; and
- 7) Any other service provided by the County to the Property that may be allowed by law to be funded through a community facilities district.

3.15.4 Special Tax Levy. Developer acknowledges that the Placer County General Plan requires that new development must pay the cost of providing public services that are needed to serve new development, and that but for Developer's agreement to fund the necessary levels of service to the Project, County would not have approved the Entitlements. County has prepared and Developer has reviewed studies

("Service Level Studies") which analyze the levels of service that County desires to be provided to the Project and Developer concurs that the nature of the Project will create new demands on County services and required services and service levels that the County has not previously provided to residents of County. Developer further acknowledges that County has limited resources to fund such services from existing and future ad valorem property tax revenues and that additional funding as set forth in the Public Services Plan will be required to maintain levels of service acceptable to County and Developer, although the exact amount of such additional funding is not certain at this time. Developer further acknowledges that it is County's objective that new services required by approval of the Specific Plan will not adversely impact the County's general fund obligations or fiscal revenues from existing and future ad valorem property taxes. In association with the formation of the Services CFD, Developer agrees to a special tax levy that is sufficient to provide funding for the levels of service as ultimately required by County based upon the Service Level Studies and the Public Services Plan.

It is County's intention to maintain a comparable level of service for other specific areas proposed for development within the County. In the event the County subsequently elects not to maintain a comparable level of service in any new specific plan area approved by the County, the County shall review the levels of service being funded by the special tax levy and may, if it determines in its sole discretion that the public's interests are best served thereby, adjust the level of service for the Specific Plan to reduce the amount of special taxes authorized to be levied by the Services CFD by an appropriate amount to be consistent with any such reduced level of services in such other specific plan areas.

3.15.5 Public Parcel Exclusion. Developer expressly agrees that any lot or parcel conveyed or to be conveyed to the County or to a Special District shall be excluded from any tax levy imposed by the Services CFD so long as such parcels remain in the County's or School District's ownership.

3.16 County Service Area - Services.

3.16.1 Formation. If required by the County, in addition or as an alternative to a Services CFD, prior to the recordation of the first small lot final subdivision map within any portion of the Specific Plan, Developer consents to and agrees to petition to the Placer County Local Agency Formation Commission for the formation of a county service area ("CSA") to include the Property. Developer consents to the imposition of such assessments, fees and charges as may be necessary in order to provide the funds for services as described in Sections 3.15.3, above, to the extent such services are not funded or are underfunded in a Services CFD, or to provide funds for services for which funding is not available through a Services CFD, including but not limited to the maintenance and repair of roads, trails,

bikeways, sewers or other public infrastructure, or any other service that may be allowed by law to be funded through a county service area, in amounts consistent with Section 3.16.4, below. For the purposes of Article XIID of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the CSA will provide a "special benefit" to the Property as defined by said Article.

3.16.2 Additional CSAs/Zones of Benefit. The County may require the formation of more than one CSA, and a CSA may be divided as necessary into zones of benefit among which the amount of assessment, fee or charge may vary.

3.16.3 Waiver of Protest. Developer agrees, on behalf of itself and its successors in interest and subsequent homeowners' or similar associations, that Developer and its successors will participate in and will not protest the formation of a CSA or another similar such financing mechanism as may be required by the County to establish and collect funds through assessment or other means for the described services, and that they waive any and all rights to protest formation and continued assessment pursuant to the Majority Protest Act of 1931 (Streets and Highways Code §2800 et seq.) or any similar statute or constitutional provision whether currently existing or hereafter adopted, including but not limited to any provisions of California Constitution Article XIIC; provided, however, such participation and waiver shall apply only as to the individual property owner's fair share of the services costs to be shared by all Developers within the Specific Plan.

3.16.4 Amount of Assessment, Charge or Fee. Developer acknowledges that the Placer County General Plan requires that new development must pay the cost of providing public services that are needed to serve new development, and that but for Developer's agreement to fund the necessary levels of service to the Project, County would not have approved the Entitlements. County has prepared and Developer has reviewed Service Level Studies which analyze the levels of service that County desires to be provided to the Project and Developer concurs that the nature of the Project will create new demands on County services and require services and service levels that the County has not previously provided to residents of County. Developer further acknowledges that County has limited resources to fund such services from existing and future ad valorem property tax revenues and that additional funding as set forth in the Services Plan will be required to maintain levels of service acceptable to County, although the exact amount of such additional funding is not certain at this time. Developer further acknowledges that it is County's objective that new services required by approval of the Specific Plan will not adversely impact the County's general fund obligations or fiscal revenues from existing and future ad valorem property taxes. In association with the formation of a CSA, Developer agrees to an assessment amount that is sufficient to provide funding for the levels of service as ultimately required by County based upon the Service Level Studies and Services Plan.

It is County's desire to maintain a comparable level of service for other specific areas proposed for development within the County. In the event the County subsequently elects not to maintain a comparable level of service in any new specific plan area approved by the County, the County shall review the levels of service being funded by the assessment and, if it determines in its sole discretion the public's interests are best served thereby, adjust the level of service for the Specific Plan to reduce the assessment amount authorized to be levied by the CSA by an appropriate amount to be consistent with any such reduced level of services in such other specific plan areas.

3.16.5 Public Parcel Exclusion. Developer expressly agrees that any lot or parcel conveyed or to be conveyed to the County or to a Special District shall be excluded from any assessment imposed by the CSA so long as such parcels remain in the County's or School District's ownership, and acknowledges that such parcels do not and will not receive a special benefit from the CSA.

3.17 Encroachment Permits, Landscape Maintenance Easements. Developer and County agree to grant encroachment permit(s) or maintenance easements to the Developer or County, or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or County property (including streets and rights-of-way) to perform the maintenance obligations described herein.

3.18 Advance Funding for County Administration. Developer acknowledges that in order for County to implement the Specific Plan and to assist Developer with its development of the Property, County will incur costs for administration, staff, and consultants for such tasks as reviewing offers of dedication for roads and other County facilities, reviewing master plans, checking plans for the infrastructure, establishing the RVSP and SW Placer Fee programs and the financing mechanisms required to fund the costs of providing services to the Property, administering compliance with this Agreement, and preparing for the submission of applications for Subsequent Entitlements, including large lot and small lot tentative maps. Developer acknowledges that County may begin to incur such costs immediately upon approval of this Agreement in advance of when any application would be submitted or any development fee would be collected which might include funding to cover any of such costs. Developer acknowledges that, but for Developer's agreement to fund such costs in advance, County would not and could not approve the development of the Property as provided by this Agreement.

Within thirty (30) days of written documentation from County verifying that it has determined that it will begin to incur costs to administer the obligations of Developer under this Agreement and the Plan and that County has identified the amount of the advance funding necessary to undertake the tasks required to be performed by County

to facilitate development of the Property by Developer under this Agreement as generally described above, Developer shall deposit with the County the sum identified by County. Developer shall also deposit such funds from time to time as may be necessary to pay for any consultants retained by the County that are needed to assist County with such tasks. County shall provide a regular accounting of the utilization of said funds and shall not utilize such funds when otherwise not necessary because of the receipt of sufficient fee revenues in association with an application by Developer for which a processing fee is otherwise required.

3.19 Disclosures to Subsequent Purchasers. This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots, parcels and/or residential units within the Property, of all of the matters set forth herein. If Developer records any Property CC&Rs, such CC&Rs shall include disclosure of the existence of this Agreement and a summary of the material obligations contained herein.

3.20 Construction Waste. Developer shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or require that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Developer shall require that contractors and subcontractors submit records annually of waste diversion and disposal to the County's Facilities Services Department, Solid Waste Division, in order to verify compliance with this requirement.

3.21 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by County and are identified in the Mitigation Monitoring Reporting Program as being a responsibility of Developer.

3.22 Waiver. In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the County of Placer or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement, that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Developer, or that are logically implied by this Agreement.

ARTICLE 4. COUNTY OBLIGATIONS

4.1 County Cooperation. County agrees to work in good faith with Developer, as it applies to County for permits that may be required by County and, to the extent applicable, other public, state and federal agencies. In the event State or Federal laws or regulations enacted after the Effective Date of this Agreement or action of any governmental jurisdiction other than the County prevents or precludes compliance with one or more provisions of this Agreement, or requires material modification of the Entitlements or a Subsequent Entitlement approved by County, Developer shall notify County in writing of the anticipated duration of any delay caused thereby, and, provided any such delay is not the fault of Developer, the parties agree that the provisions of this Agreement shall be extended as may be reasonably necessary to comply with such new State and Federal laws or regulations or the regulations of the other governmental jurisdictions.

4.2 Credits and Reimbursements. Developer will, pursuant to this Agreement, dedicate certain lands and construct certain improvements which might otherwise be paid for by the County or other parties, and which may serve other properties or which could be financed by Development Mitigation Fees, New Development Mitigation Fees, Project Development Fees, Project Implementation Fees, or any other fees applicable to the Project. Developer's rights to credits and reimbursements for any obligations set forth in this Agreement are defined in this Section 4.2. The County shall have the right to review and approve all construction contracts and change orders (as provided in Section 4.2.3 below) prior to agreeing to include such associated costs in any fee program. This approval shall be limited only to the decision to include the costs in the fee program and shall not be construed to allow or require County approval of any contract between Developer and any contractor. Nothing herein shall be construed to constitute any guarantee that Developer will receive full reimbursement for its costs incurred to dedicate land and/or construct improvements as required by this Agreement. The parties hereto agree that, in consideration of the dedication of such lands and construction of such improvements by Developer and, upon County's acceptance of such improvements, Developer shall be entitled to credits and reimbursement only as follows:

4.2.1 Credits Generally. To the extent Developer advances the cost, either in cash or through its participation in the Infrastructure CFD, for the siting and construction of infrastructure that is included within existing, or will be included in future, Development Mitigation Fees, Project Development Fees, New Development Mitigation Fees, Project Implementation Fees, or any other fees applicable to the Project, County shall grant to the Developer a credit for the amount of such costs advanced or deemed advanced to be applied against the applicable fee obligations for the Project to the extent such costs advanced have been included as one of the cost components in the calculation of the applicable fee program. With respect to the credits granted to the Developer, the credits shall be personal to the Developer and Developer shall have the

right to allocate such credits between the Developer, and any project developers from time to time.

County acknowledges that any such CFD Improvements financed by the Infrastructure CFD may generate fee credits against a Development Mitigation Fee, New Development Mitigation Fee, Project Development Fees, Project Implementation Fees, or other fee applicable to the Project, to finance the costs of such CFD Improvements. To the extent any such fee includes categories for different improvements, the credits for construction or financing of a CFD Improvement shall apply only with respect to the corresponding category of such fee and not against any other portion of such fee.

Credits shall become available to the Developer as and when the applicable improvements are completed and accepted by the County. Notwithstanding the issuance of credits pursuant to this Section 4.2, the parties acknowledge that the right to occupy any building to be located within the Property shall still be subject to all other obligations expressly set forth elsewhere in this Agreement, as well as any other applicable County requirements.

4.2.2 Credits for Duplicative Fees. If and to the extent any existing fee applicable to the Project includes amounts to finance construction of facilities that are also included within any other fee required by this Agreement, the County will provide appropriate credit against and reduce the amount of the applicable fee or other fee to account for the amount to be funded hereunder by Developer for the same facility.

4.2.3 Credits and Change Orders. Any costs advanced or deemed to be advanced by Developer that are the subject of a change order must be approved in writing by the County in order for the Developer to be entitled to credits for such amounts pursuant to this Section 4.2. When time permits, Developer shall submit change orders to the County for review and approval prior to such corresponding work being performed provided that the County shall approve or provide comment to such change order within seventy-two (72) hours after County's receipt of such change order. The parties acknowledge that there may be circumstances—for example, site conditions, safety concerns or weather conditions—where time does not permit prior approval of a change order by County before the corresponding work is performed. In such circumstances, as soon as time permits, Developer shall submit such change orders to the County for approval. If the County fails to timely approve such a change order, the parties agree to meet and confer to determine if the change order can be subsequently amended to the County's reasonable satisfaction.

4.2.4 Reimbursements. Developer shall construct or cause the construction of the PFE Road Intersection Improvements, which are in a fee program applicable to the Project. For ease of administration, any reimbursements due to

Developer in accordance with either Section 3.2.1.3 or Section 3.2.2.3 shall be paid to Developer, and Developer shall be solely responsible for any allocations of such reimbursements between Developer and any project developer within the Property. With respect to improvements constructed by the Developer which are financed by an Infrastructure CFD, any and all reimbursements to be paid for such improvements from the proceeds of an Infrastructure CFD shall be paid by the County to the Developer. With respect to reimbursements for improvements constructed by the Developer which are or may be included in a fee program, any such reimbursements shall be paid by the County to the Developer, but shall be limited to those amounts exceeding the total fee credits available to Developer under the fee program in which the infrastructure is included and for which funds are available for those purposes in the applicable fee program in accordance with the maximum reimbursements provided by this Agreement. Similarly, any reimbursements payable by the County from payments received by third parties pursuant to Section 4.2.6 below shall be payable to the Developer.

All payments required by this Agreement shall be made to the Developer by sending the payment to the address provided for the Developer pursuant to Section 7.5 below.

4.2.5 Reimbursement and Payment by Third Parties. Developer's planning and processing of land use entitlements, incurring of planning expenses before the Effective Date, acquisition of property necessary for infrastructure improvements, payment of fees and other expenses, and construction of sewer, drainage, road and other infrastructure will benefit other properties (the "Benefited Properties."). "Benefited Properties" as used within this Agreement refers to properties located within the Riolo Vineyard Specific Plan boundaries and outside of the Riolo Vineyard Specific Plan Boundaries as generally depicted on Exhibit 4.2.5. The Developer shall be entitled to be reimbursed by those properties determined by the County to be Benefited Properties as generally described in Exhibit 4.2.5, for that property's pro rata share of Developer's actual costs for Specific Plan and environment document review, processing and approval. For sewer and water line improvements, drainage facilities and improvements, roadway and trail improvements, acquisition of land for public improvements, and other obligations related to this Agreement, which benefit such Benefited Property within the Riolo Vineyard Specific Plan, the fair share benefit of such improvements and facilities to such property shall be paid through the RVSP Fees as described in Section 2.5.5.1 above and as further described in the Financing Plan.

County shall use its best efforts, to the extent County has the authority to do so, at the earliest opportunity in the approval process, to impose an obligation to pay said reimbursement, as a provision in any development agreement or as a condition of any development entitlement for such Benefited Property including the obligation to pay the RVSP Fees, at the time such property owner requests a discretionary approval or other such entitlement from County for development of the Benefited Property whereby

such condition can be imposed. The provision or condition shall specify the manner of payment of the reimbursement. Developer shall provide County with provide such information as the County may require to verify the amount of Developer's claimed reimbursement from each Benefitted Property, and County reserves the right to review and approve the amount of any such reimbursement. County shall have no obligation to make any payments to Developer unless and until it receives any such reimbursement amount from a third- party source. Upon receipt of any such reimbursement for improvements financed by Development Mitigation Fees or new Development Mitigation Fees, the amount of such reimbursement shall not exceed the amount of credits then held by Developer with respect to such improvement. Developer shall relinquish and the reimbursing owner shall receive an equivalent amount of fee credits allocable, if any, to the improvements for which such reimbursement was paid.

4.2.6 Reimbursable Hard Costs. The "hard costs" of construction shall be credited to Developer by the County as part of any fee credit in accordance with the terms of this Agreement only if such costs have been included as one of the cost components in the calculation of the applicable fee program. The "hard costs" of construction to be reimbursed to Developer by a third party, or to be paid by Developer to any third party in accordance with the terms of this Agreement, shall consist of the cost of any unrelated third-party land acquisition and the identifiable and commercially reasonable costs of the design, engineering, construction, construction management, environmental mitigation requirements and plan check and inspection fees as actually incurred by Developer or such third party provided to and reviewed by County for the reimbursable or credited work, and any other costs included by County as one of the cost components in the calculation of any fee program related to such construction.

4.2.7 Increased Amount of Reimbursements and Credits. In each case in which this Agreement provides that Developer is entitled to receive reimbursement for improvements from third parties other than the County, Developer shall be entitled to receive, or be obligated to pay, the reimbursement amount as approved by County, adjusted annually according to the 20-Cities Construction Cost Index in the Engineering News Record from the date that Developer incurred the reimbursable cost to the date of reimbursement.

4.2.8 Term for Credits and Reimbursements. Notwithstanding any earlier termination of this Agreement, County's obligation to provide any credits or to pay or assist in obtaining any reimbursements to Developer that accrues hereunder shall survive such termination of this Agreement and shall terminate upon the later of (i) twenty (20) years from the Effective Date, or (ii) ten (10) years from the date of completion and acceptance of the improvement generating such reimbursement.

4.2.9 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Developer from receiving, in consideration of the improvements to be constructed by Developer hereunder, any other credits or reimbursements from County or third parties otherwise provided under the existing County policy, rule, regulation or ordinance.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by County. County agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner. Accordingly, to the extent that the applications and submittals are in conformity with the Entitlements, Applicable Law and this Agreement and adequate funding by Developer exists therefor, County agrees to diligently and promptly accept, review and take action on all subsequent applications and submittals made to County by Developer in furtherance of the Project. Similarly, County shall promptly and diligently review and approve improvement plans, conduct construction inspections and accept completed facilities. In the event County does not have adequate personnel resources or otherwise cannot meet its obligations under this Section 4.3, and Developer enters into an agreement with County to pay all costs of County in conjunction therewith, County will utilize, consistent with County policy, outside consultants for inspection and plan review purposes at the sole expense of Developer. Notwithstanding the ability to hire such outside consultants, County may need to retain adequate staff to supervise the work of the consultants, which may require additional lead time and expense in order for the County to effectively and efficiently use the consultants to assist in this work. County will consult with Developer concerning the selection of the most knowledgeable, efficient and available consultants for purposes of providing inspection and plan review duties for the County and the Project.

4.3.2 Review and Approval of Improvement Plans, Final Subdivision Maps and Inspections. Timely review and approval of Master Plans required hereunder, improvement plans, tentative and final subdivision maps, design review, and building permits, and inspection of constructed facilities and residential and non-residential dwellings is important in achieving the success of the Project. To assure these services will be provided to the Project on a timely basis, if Developer so requests, Developer and County may enter into a separate agreement on mutually agreeable terms that will establish the time periods for timely review, approval and inspections by County and the commitment of the Developer to pay all costs incurred by County to provide such timely review, approval and inspections. Unless such an agreement is entered into, nothing in this Agreement shall be construed to otherwise require County to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design,

engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of County.

4.3.3 Maps and Permits. Provided that the necessary Services CFD and/or CSA has been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the Property in accordance with Sections 3.15 and 3.16 hereof, and provided that Developer is in full compliance with the conditions of approval of any Subsequent Entitlement and the terms of this Agreement, County shall not refrain from approving final residential lot subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements and applicable County ordinances and provisions of the Subdivision Map Act. Prior to such formation, County shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision and parcel maps and for tentative and final large lot subdivision or parcel maps consistent with the parcels described by the Specific Plan for the Property.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7; this provision is included in this Agreement to comply with Section 65867.5 of the Government Code. Pursuant to the provisions of Government Code Section 66452.6(a), the term of any tentative subdivision map approved by the County for the Property is hereby extended to be co-terminus with the Term of this Agreement.

4.4 Waiver of Protest Rights. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Developer, on behalf of itself and its successors in interest, waives herewith any right to protest that it may have.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings or for purposes of

cessation of processing, approving and/or issuing any Subsequent Entitlements or building permits.

After notice and expiration of the thirty (30)-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate this Agreement pursuant to California Government Code Section 65868 and regulations of County implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the Board of Supervisors within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and County regulations implementing such Sections.

Following consideration of the evidence presented in said review before the Board of Supervisors, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this Section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

5.2 Annual Review. County shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by County of good faith compliance by Developer with the terms of this Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer shall be responsible for the cost reasonably and directly incurred by the County to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the County of the bill for such costs.

Upon not less than thirty (30) days' written notice by the County, Developer shall provide such information as may be reasonably requested and deemed to be required by the Planning director in order to ascertain compliance with this Agreement.

In the same manner prescribed in Article 8, the County shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the Board of Supervisors, or if the matter is referred to the Planning Commission, before the Planning Commission.

If County takes no action within thirty (30) days following the hearing required under this Section 6.2, Developer shall be deemed to have complied in good faith with the provisions of this Agreement.

5.3 Remedies Upon Default by Developer. No Subsequent Entitlements or building permits shall be approved or issued or applications for Subsequent Entitlements or building permits accepted for any improvement to or structure on the Property if the applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.4 Permitted Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance ("**Permitted Delay**"). If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the Permitted Delay, or longer as may be mutually agreed upon.

5.4.1 Permitted Extensions by County. In addition to any extensions to the time for performance of any obligation due to a Permitted Delay, the County, in its sole discretion (acting through the County Executive Officer or designee) may extend the time for performance by Developer of any obligation hereunder. Any such extension shall not require an amendment to this Agreement, so long as such extension only involves the time for performance thereof and does not change the obligations to be performed by Developer as a condition of such extension.

5.5 Legal Action; No Obligation to Develop; Specific Enforcement. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation; provided, however, that the Developer, its successors and assigns hereby waive any and all claims for monetary damages against County arising out of this Agreement at any time, except for monetary claims for any refunds of any credits or payments of any reimbursements otherwise payable to Developer hereunder. All legal actions shall be initiated in either the Superior Court of the County of Placer or County of Sacramento, State of California, or in the Federal District Court in the Eastern District of California.

By entering this Agreement, Developer shall not be obligated to develop the Property, and, unless Developer seeks to develop the Property, Developer shall not be obligated to install or pay for the costs to install any infrastructure, or Public Facilities, or to otherwise perform any obligation under this Agreement.

5.6 Effect of Termination. If this Agreement is terminated following any event of default of Developer or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the County. Furthermore, no termination of this Agreement shall prevent Developer from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the County that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.7 Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement, or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

ARTICLE 6. HOLD HARMLESS AND INDEMNIFICATION

6.1 Hold Harmless. Developer and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold County, its elective and appointive boards, commissions, officers, agents, and employees harmless from any costs, expenses, damages, liability for damages or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Developer, or of Developer's contractors, subcontractors, agents, or

employees under this Agreement, whether such operations be by Developer, or by any of Developer's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of County. The foregoing indemnity obligation of Developer shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by County.

In addition to the foregoing indemnity obligation, Developer agrees to and shall defend, indemnify and hold County, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all lawsuits, claims, challenges, damages, expenses, costs, including attorneys fees that may be awarded by a court, or in any actions at law or in equity arising out of or related to the processing, approval, execution, adoption or implementation of the Project, the Entitlements, this Agreement, or the environmental documentation and process associated with the same, exclusive of any such actions brought by Developer, its successors-in-interests or assigns. The County shall retain the right to appear in and defend any such action or lawsuit on its own behalf regardless of any tender under this provision. Upon request of County, Developer shall execute an indemnification agreement in a form approved by County Counsel.

6.2 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

ARTICLE 7. GENERAL

7.1 Enforceability. The County agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable according to its terms by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by County, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

7.2 County Finding. The County hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

7.3 Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Developer and County and their successors and

assigns. No other person shall have any right of action based upon any provision in this Agreement.

7.4 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

7.5 Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the County shall be addressed as follows:

Planning Director
County of Placer
3091 County Center Drive
Auburn, CA 95603

With a copy to:

County Counsel's Office
County of Placer
175 Fulweiler Ave.
Auburn, CA 95603

Notice required to be given to the Developer shall be addressed as follows:

HBT of Riolo Vineyards, LLC. c/o
Towne Development of Sacramento, Inc.
Attn: Mr. Jeffrey M. Pemstein
11060 White Rock Road, Suite 150
Rancho Cordova, CA 95670

With a copy to:

Mark Madigan, Esq.
c/o Zilber Ltd.
710 North Plankinton Avenue
Milwaukee, WI 5203

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

7.6 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

7.7 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Placer County Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

7.8 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

7.9 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. County acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

7.10 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this Section. County acknowledges that the lenders providing such financing may require certain Agreement interpretations and

modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. County will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to County in the manner specified herein for giving notices, may request to receive written notification from County of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If County receives a timely request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, County shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Provided, however, notwithstanding anything to the contrary above, any Mortgagee, or the successors or assigns of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this Agreement and the Land Use Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to the County.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict County's ability pursuant to Section 6.5 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of any other Entitlements.

7.11 Assignment. From and after recordation of this Agreement against the Property, Developer, and Developer's successors in interest, shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Developer, or its successors in interest, as applicable, and assumption by the assignee of such assignment in the form attached hereto as Exhibit 7.11, and the conveyance of Developer's interest in the Property related thereto, Developer shall, subject to the County's approval not to be unreasonably withheld, conditioned, or delayed, be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the Developer, with all rights and obligations related thereto, with respect to such conveyed property.

7.12 Entire Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties. This Agreement may be signed in identical counterparts, and the signature pages and consents, together with appropriate acknowledgments, may be removed from the counterparts and attached to a single counterpart, which shall all be considered a fully-executed original for all persons and for purposes of recordation hereof.

7.13 Replacement and Cancellation of Original Development Agreement. Upon the Effective Date of this Agreement (defined in Section 1.3.1 above) and recordation of this Agreement in the Official Records of Placer County, this Agreement shall replace and supersede the Original Development Agreement in its entirety. Accordingly, upon recordation of this Agreement the Original Development Agreement shall be nullified and of no further force or effect and the Original Development Agreement shall no longer constitute a matter of record with respect to the Property. Developer and County hereby authorize and direct any and all issuers of title insurance with respect to the Property not to indicate the Original Development Agreement as a matter affecting the condition of title to the Property following the recordation of this Agreement.

IN WITNESS WHEREOF, the County of Placer, a political subdivision of the State of California, has authorized the execution of this Agreement in duplicate by its Chair, and attested to by the Board Clerk under the authority of Ordinance No.

_____, adopted by the Board of Supervisors on the __ day of _____, 2015.

THE PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE

COUNTY OF PLACER:

By: _____
Kirk Uhler
Chair, Board of Supervisors

ATTEST:

By: _____
Ann Holman
Board Clerk

APPROVED AS TO FORM:

By: _____
Karin Schwab
Deputy County
Counsel

APPROVED AS TO SUBSTANCE:

By: _____
Michael Johnson
Community Development Resources Agency Director

DEVELOPER:

HBT of Riolo Vineyards, LLC, a California limited liability company

By: _____
Managing Member: Towne Development of Sacramento, Inc., a California Corporation
Name: Jeffrey M. Pemstein
Title: Vice President of Corporation

EXHIBIT "A-1"

Description of The Lands of HBT of Riplo Vineyards, LLC

Parcel One

A portion of the Southwest Quarter of Section 12, Township 10 North, Range 5 East, M.D.M., County of Placer, State of California being more particularly described as follows:

BEGINNING at the southwest corner of said Section 12, marked by a two inch brass cap in well, thence from said POINT OF BEGINNING, North 00°49'04" West along the west line of said Section 12, a distance of 462.00 feet; thence leaving said west line of Section 12, North 89°10'56" East a distance of 429.00 feet; thence South 00°49'04" East a distance of 467.96 feet to a point on the south line of said Section 12; thence South 89°58'41" West along said south line of Section 12, a distance of 429.04 feet to the point of beginning.

Containing 4.58 acres, more or less.

Parcel Two

A portion of Section 12, Township 10 North, Range 5 East, M.D.M., County of Placer, State of California being more particularly described as follows:

Commencing at the southwest corner of said Section 12, marked by a two inch brass cap in well, thence North 89°56'41" East along the south line of said Section 12, a distance of 1718.04 feet to the Point of Beginning; thence from said POINT OF BEGINNING, leaving said south line of Section 12, North 00°49'04" West a distance of 506.91 feet; thence South 89°58'41" West a distance of 1289.00 feet; thence North 00°49'04" West a distance of 168.05 feet; thence South 87°58'49" West a distance of 429.09 feet to a point on the west line of said Section 12; thence North 00°49'04" West along said west line of Section 12, a distance of 223.00 feet; thence leaving said west line of Section 12, North 68°05'32" East a distance of 1230.06 feet; thence North 00°49'04" West a distance of 1202.71 feet; thence North 58°03'56" East a distance of 308.26 feet; thence North 78°04'56" East a distance of 279.70 feet; thence South 89°40'04" East a distance of 210.70 feet; thence North 81°29'56" East a distance of 117.90 feet; thence South 73°06'04" East a distance of 261.20 feet; thence North 82°49'56" East a distance of 396.39 feet to a point on the north-south center section line of said Section 12; thence South 00°56'48" East along said north-south section line, a distance of 111.14 feet to the Center Quarter corner of said Section 12 marked by a 5/8 inch rebar and cap stamped LS 4533; thence North 89°53'34" East along the north line of the southeast quarter of said Section 12, a distance of 1311.77 feet; thence leaving said north line of the southeast quarter, North 00°01'06" West a distance of 153.07 feet; thence South 73°58'24" West a distance of 30.00 feet; thence North 03°51'24" East a distance of 299.75 feet; thence North 75°13'24" East a distance of 320.00 feet; thence North 53°50'54" East a distance of 528.51 feet; thence North 53°51'54" East a distance of 267.00 feet; thence North 79°10'54" East a distance of 171.71 feet; thence North 84°38'19" East a distance of 218.96 feet to a point on the

EXHIBIT "A-1"

Description of The Lands of HBT of Riolo Vineyards, LLC

east line of the northeast quarter of said Section 12; thence South 01°00'09" East along said east line of the northeast quarter, a distance of 1045.03 feet to the East 1/4 Corner of said Section 12, marked by a two inch iron pipe with brass cap stamped with RCE number 21478; thence South 01°00'07" East along the east line of the southwest quarter of said Section 12, a distance of 2647.38 feet to the southeast corner of said Section 12, marked by a 2 inch brass disk in well; thence South 89°58'54" West along the south line of the southeast quarter of said Section 12, a distance of 2662.42 feet to the South 1/4 Corner of said Section 12 marked by a 1/2 inch iron pin in the pavement; thence South 89°58'41" West along the south line of the southwest quarter of said Section 12, a distance of 944.73 feet to the POINT OF BEGINNING.

Containing 287.79 acres, more or less.

Parcel Three

A portion of the Southwest Quarter of Section 7, Township 10 North, Range 6 East, M.D.M., County of Placer, State of California being more particularly described as follows:

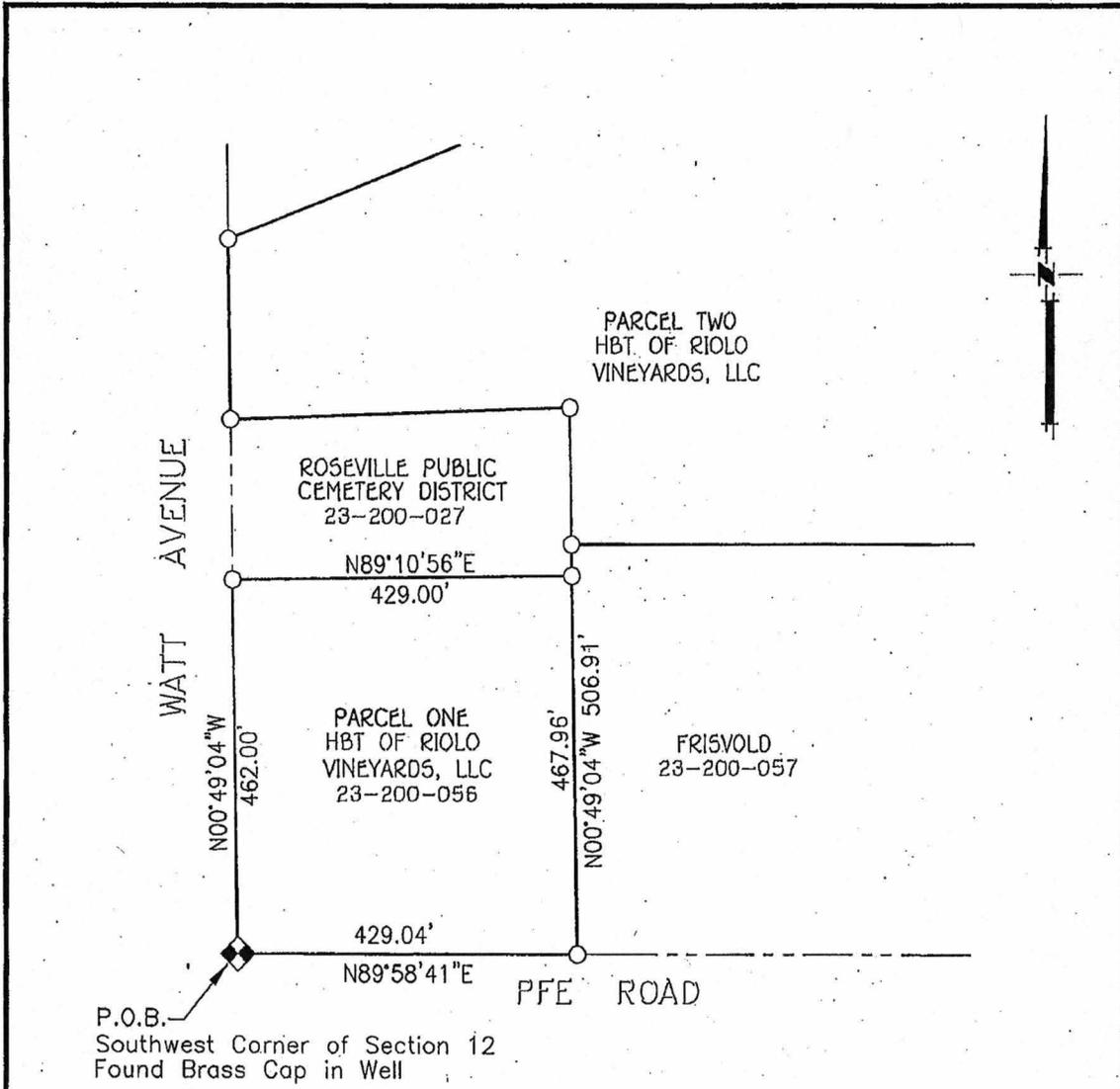
Parcel 2 as shown on that certain Parcel Map recorded in Book 29 of Parcel Maps at Page 75, Official Records Placer County.

Containing 30.36 acres, more or less.

END OF DESCRIPTION

Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661



SHEET 1 OF 2

EXHIBIT A-2
 PARCEL ONE
 LANDS OF
 HBT OF RIOLO VINEYARDS, LLC
 PLACER COUNTY, CALIFORNIA

MACKAY & SOMPS

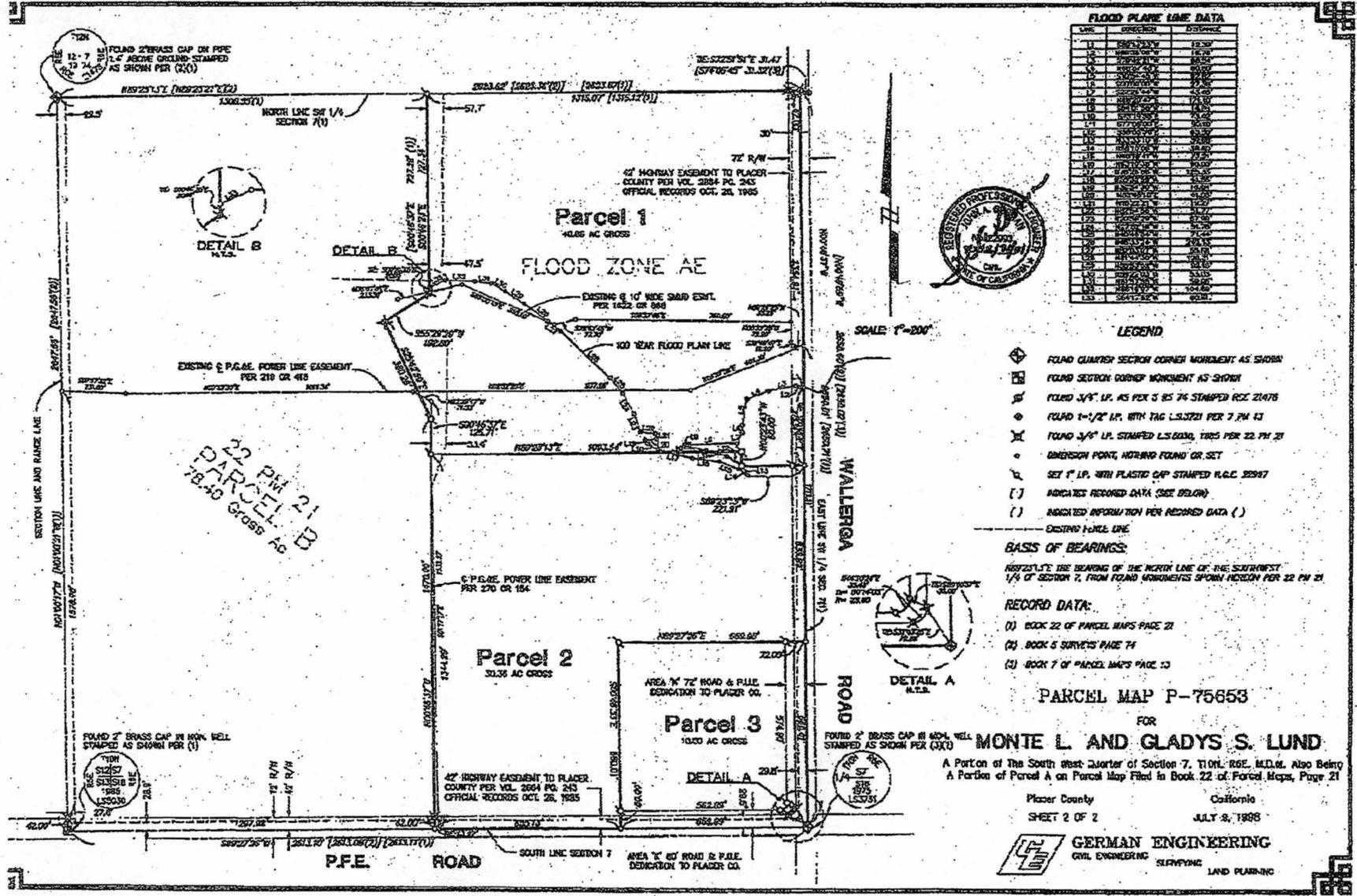
ENGINEERS PLANNERS SURVEYORS
 1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-4189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND
 THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS.
 THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

CES	1" = 200'	11/20/14	18258-00
DRAWN BY	SCALE	DATE	JOB NO.

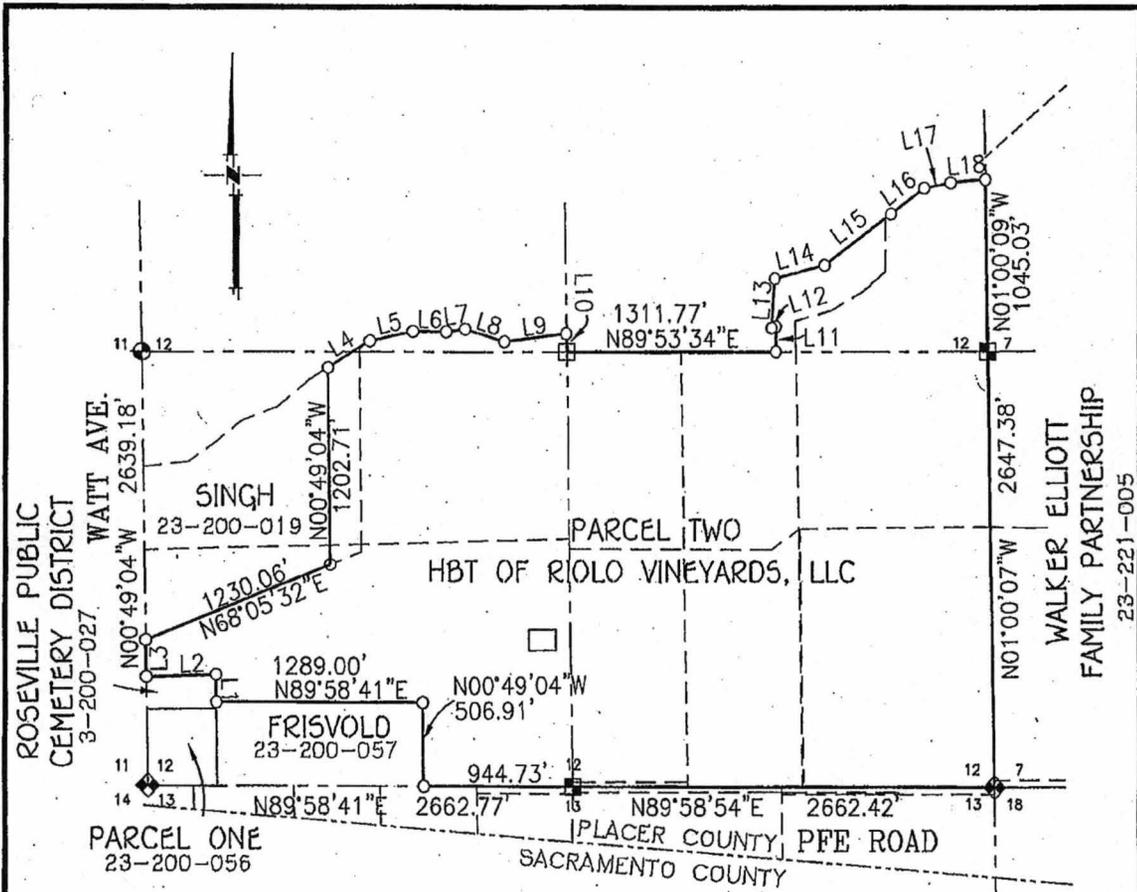
11-20-2014 151805 cspless P:\18258\survey-NS\mapping\plats\BryteGardens-Pct 1.dwg
 There are no references in this drawing.

160



FLOOD PLANE LINE DATA

LINE	COORDINATE	DISTANCE
1	N0725°15'E	12.00'
2	S0725°15'E	12.00'
3	S0725°15'E	12.00'
4	N0725°15'E	12.00'
5	S0725°15'E	12.00'
6	S0725°15'E	12.00'
7	S0725°15'E	12.00'
8	S0725°15'E	12.00'
9	S0725°15'E	12.00'
10	S0725°15'E	12.00'
11	S0725°15'E	12.00'
12	S0725°15'E	12.00'
13	S0725°15'E	12.00'
14	S0725°15'E	12.00'
15	S0725°15'E	12.00'
16	S0725°15'E	12.00'
17	S0725°15'E	12.00'
18	S0725°15'E	12.00'
19	S0725°15'E	12.00'
20	S0725°15'E	12.00'
21	S0725°15'E	12.00'
22	S0725°15'E	12.00'
23	S0725°15'E	12.00'
24	S0725°15'E	12.00'
25	S0725°15'E	12.00'
26	S0725°15'E	12.00'
27	S0725°15'E	12.00'
28	S0725°15'E	12.00'
29	S0725°15'E	12.00'
30	S0725°15'E	12.00'
31	S0725°15'E	12.00'
32	S0725°15'E	12.00'
33	S0725°15'E	12.00'
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35	S0725°15'E	12.00'
36	S0725°15'E	12.00'
37	S0725°15'E	12.00'
38	S0725°15'E	12.00'
39	S0725°15'E	12.00'
40	S0725°15'E	12.00'
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95	S0725°15'E	12.00'
96	S0725°15'E	12.00'
97	S0725°15'E	12.00'
98	S0725°15'E	12.00'
99	S0725°15'E	12.00'
100	S0725°15'E	12.00'



LINE TABLE

No.	BEARING	LENGTH
L1	N00°49'04"W	168.05'
L2	N87°58'49"E	429.09'
L3	N00°49'04"W	223.00'
L4	N58°03'56"E	308.26'
L5	N78°04'56"E	279.70'
L6	N89°40'04"W	210.70'
L7	N81°29'56"E	117.90'
L8	N73°06'04"W	261.20'
L9	N82°49'56"E	396.39'
L10	N00°56'48"W	111.14'
L11	N00°01'06"W	153.07'
L12	N73°58'24"E	30.00'
L13	N03°51'24"E	299.75'
L14	N75°13'24"E	320.00'
L15	N53°50'54"E	528.51'
L16	N53°51'54"E	267.00'
L17	N79°10'54"E	171.71'
L18	N84°38'19"E	218.96'

SHEET 2 OF 2

EXHIBIT A-2
PARCEL TWO
LANDS OF
HBT OF RIOLO VINEYARDS, LLC
PLACER COUNTY, CALIFORNIA

MACKAY & SOMPS

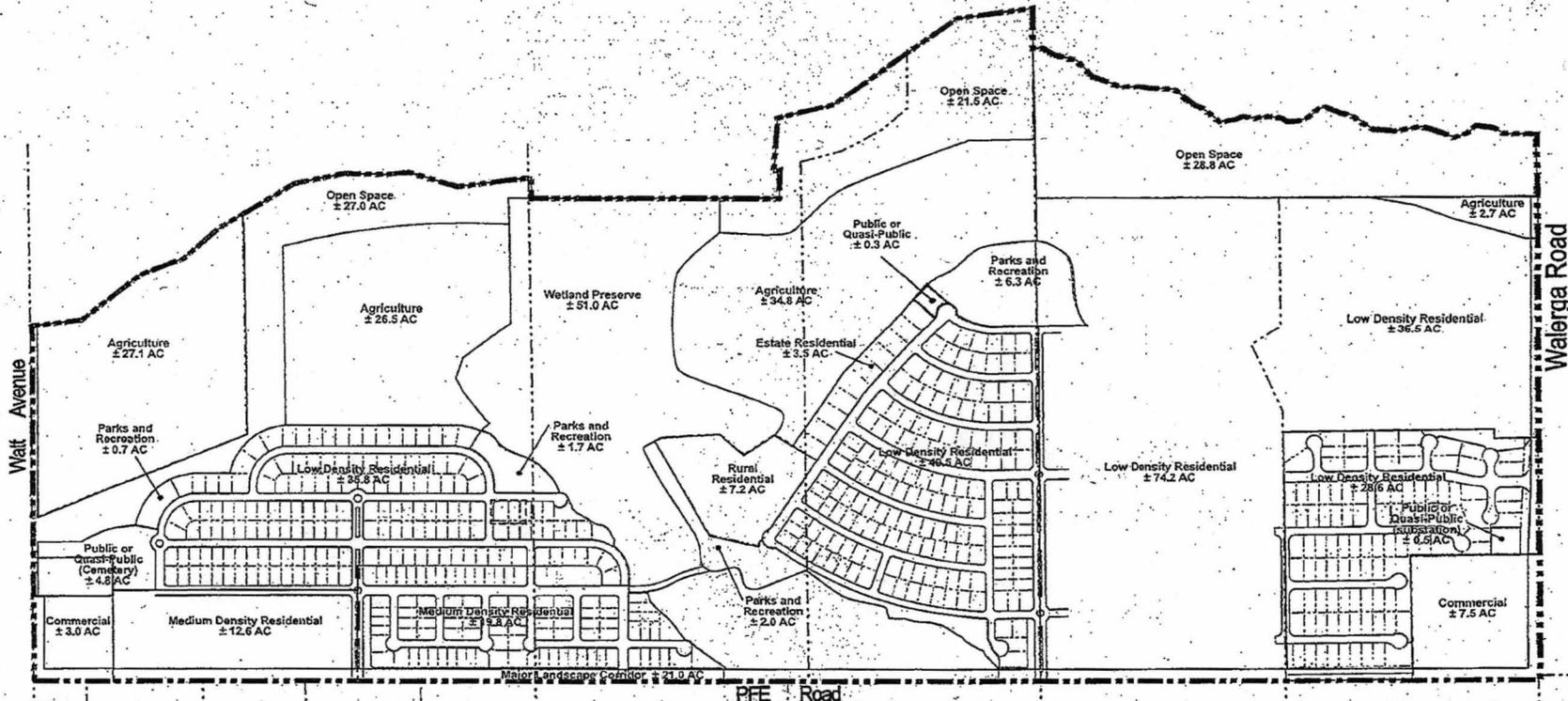
ENGINEERS PLANNERS SURVEYORS
 1652 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

CES	1" = 1000'	11/20/14	18258-00
DRAWN BY	.SCALE	DATE	JOB NO.

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

11-20-2014 15:24:12 csplass P:\18258\survey-MS\mapping\plots\BryteCordens-Pd 2.dwg
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EXHIBIT 2.2 RIOLO VINEYARD SPECIFIC PLAN LAND USES



LEGEND	
LAND USE	±ACRES
Medium Density Residential (5-10 du/ac)	32.4
Low Density Residential (1-5 du/ac)	173.1
Estate Residential	3.5
Rural Residential (2 ac min)	7.2
Agriculture	123.3
Open Space	85.6
Wetland Preserve	51.0
Parks and Recreation	10.7
Commercial	10.7
Public or Quasi-Public	10.7
Cemetery	4.8
Substation	0.5
Pump Station/ RW Facility	0.9
Major Road / Landscape Corridor	21.0
TOTAL	525.8

PLACER COUNTY
SACRAMENTO COUNTY

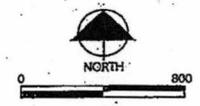
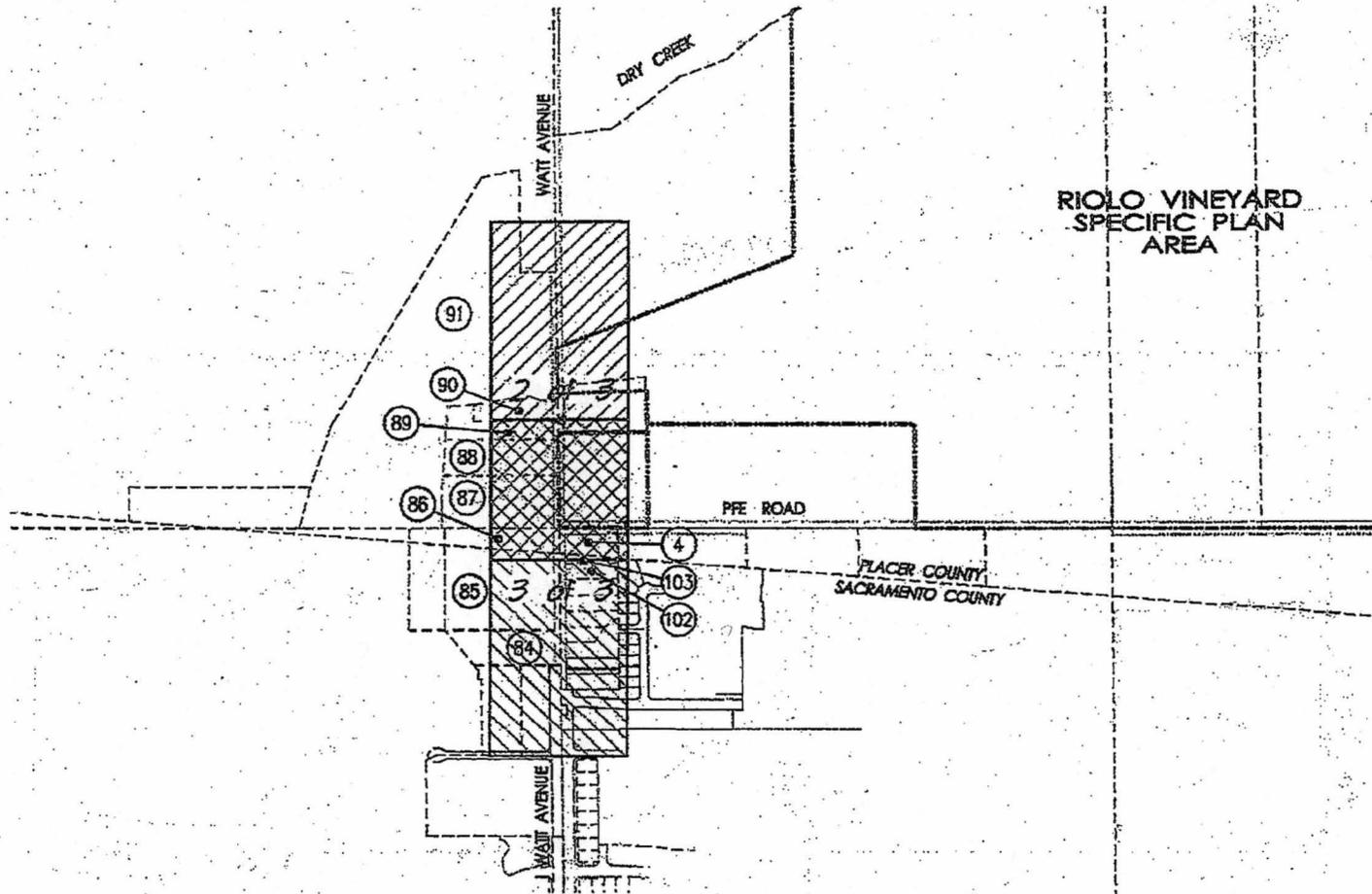


EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS - INDEX



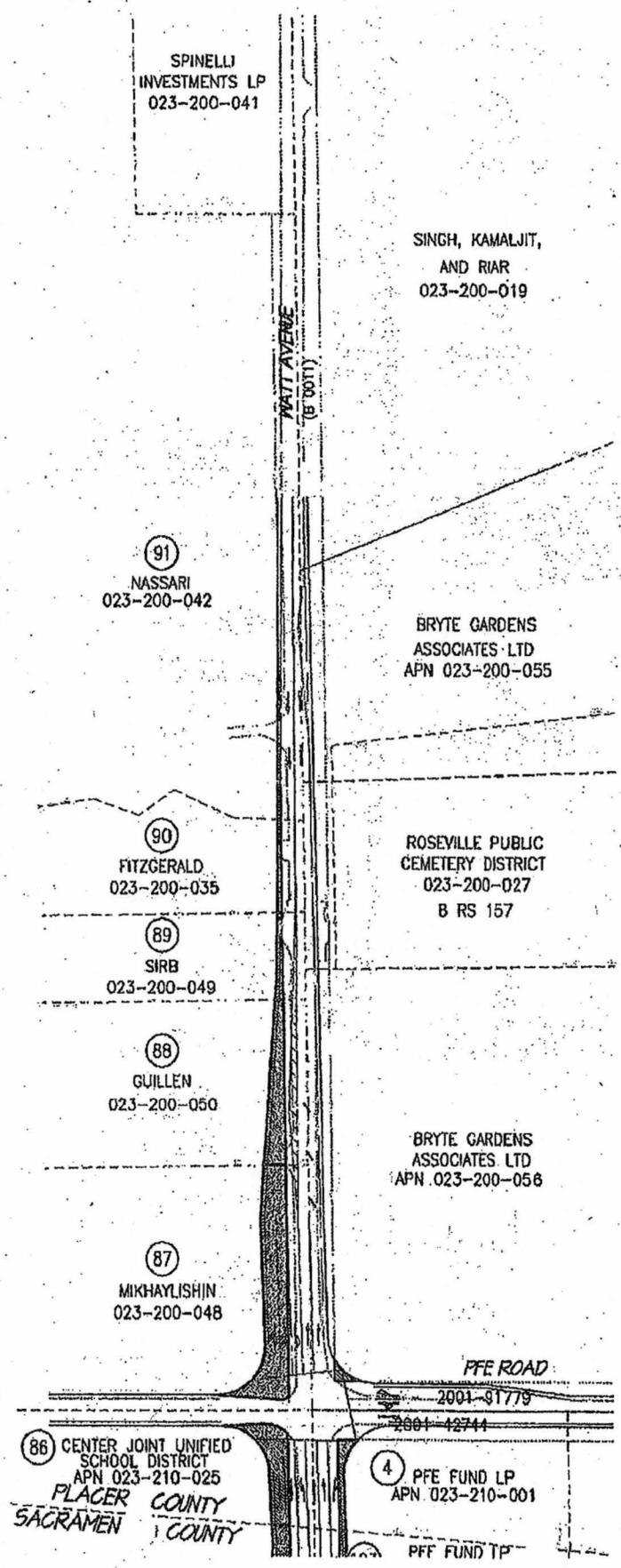
PROPERTY #	PROPERTY OWNER	APN #
4	PFE FUND LP	023-210-001
84	CENTER UNIFIED SCHOOL DISTRICT	203-020-318
85	CENTER UNIFIED SCHOOL DISTRICT	203-020-003
86	CENTER UNIFIED SCHOOL DISTRICT	023-210-025
87	MOKHAYLISHIN	023-200-048
88	GUILLEN	023-200-050
89	SIRB	023-200-349
90	FITZGERALD	023-200-035
91	MASSARI	023-200-042
102	GUINONEZ	203-030-002
103	PFE FUND LP	203-030-001



167



EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS



SPINELLI INVESTMENTS LP
023-200-041

SINGH, KAMALJIT,
AND RIAR
023-200-019

(91)
NASSARI
023-200-042

BRYTE GARDENS ASSOCIATES LTD
APN 023-200-055

(90)
FITZGERALD
023-200-035

ROSEVILLE PUBLIC CEMETERY DISTRICT
023-200-027
B RS 157

(89)
SIRB
023-200-049

(88)
GUILLEN
023-200-050

BRYTE GARDENS ASSOCIATES LTD
APN 023-200-056

(87)
MIKHAYLISHIN
023-200-048

PFE ROAD

2001-01779

2001-12744

(86) CENTER JOINT UNIFIED SCHOOL DISTRICT
APN 023-210-025
PLACER COUNTY
SACRAMENTO COUNTY

(4) PFE FUND LP
APN 023-210-001

PFE FUND TP

EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS

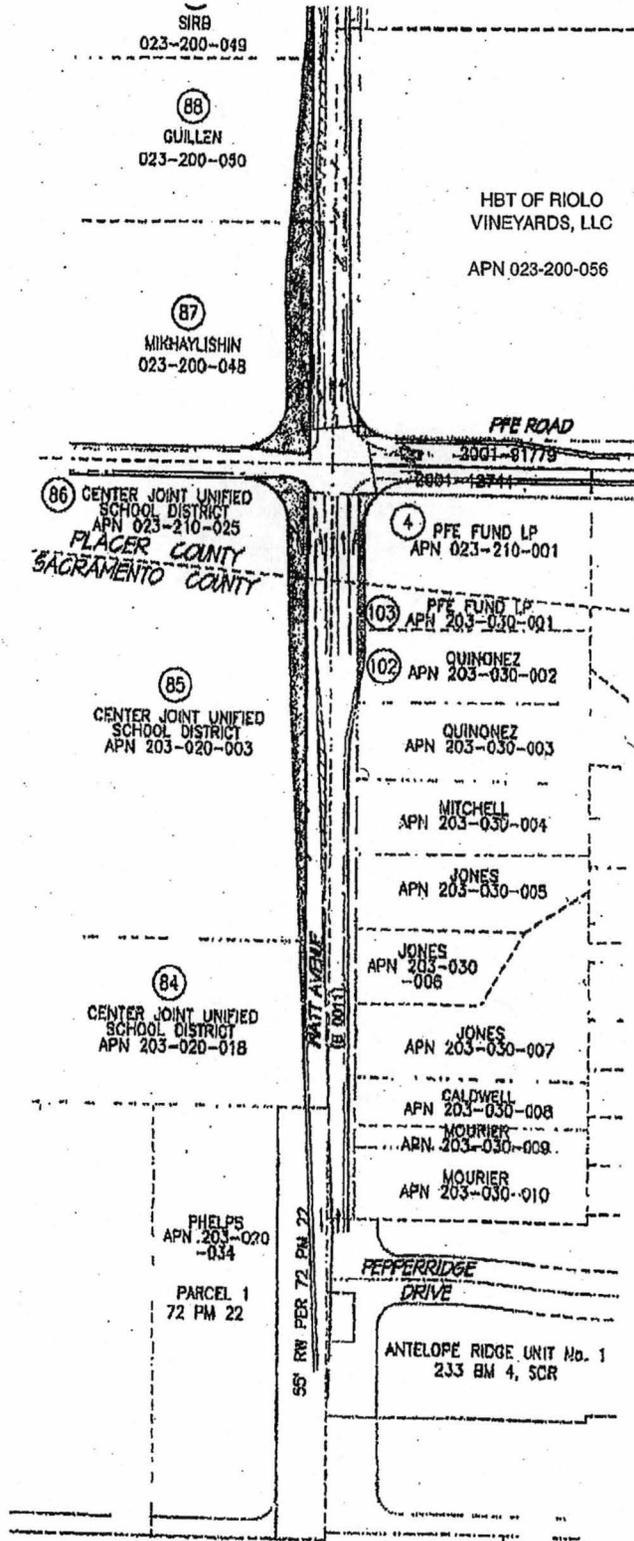
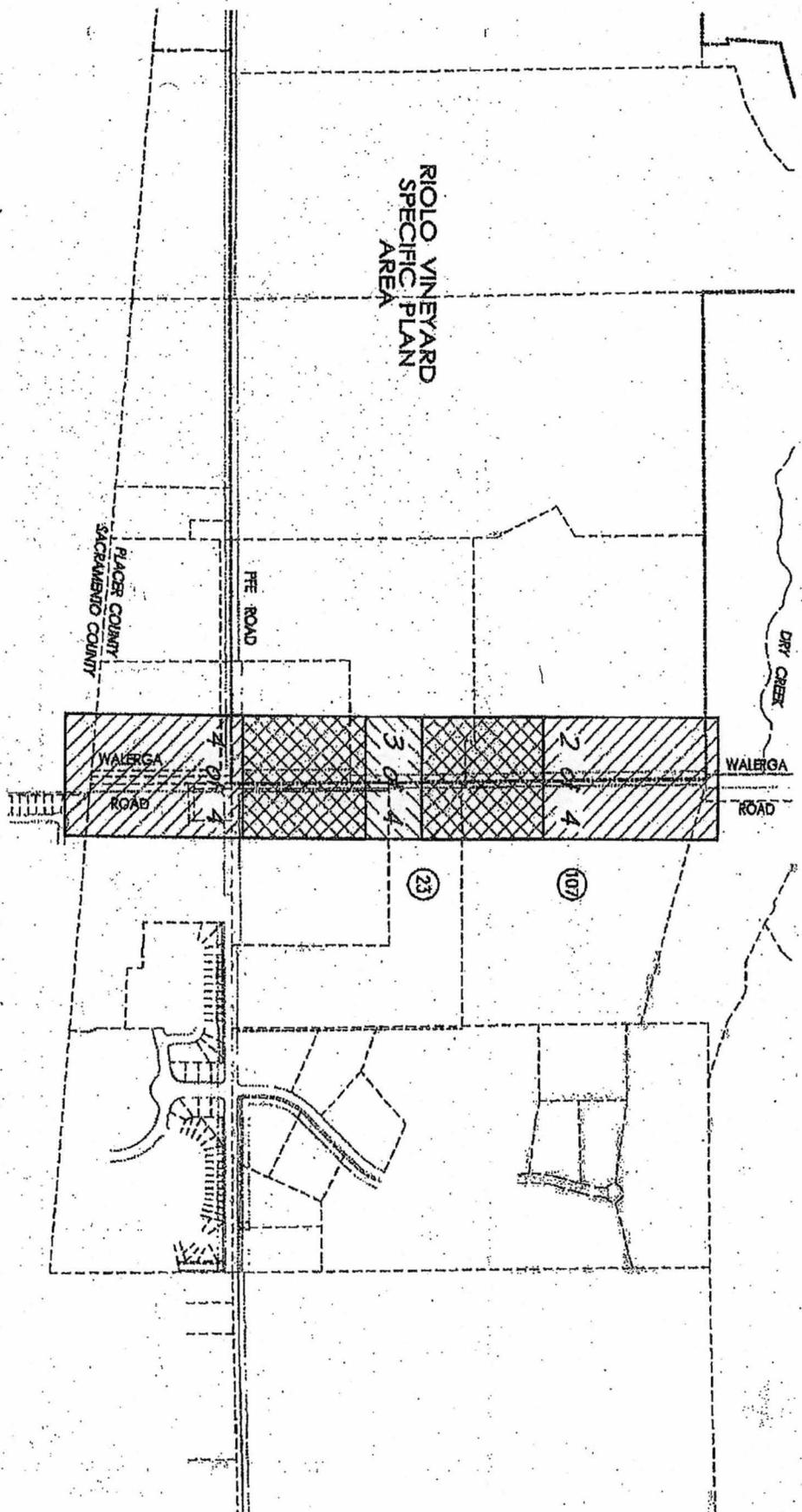


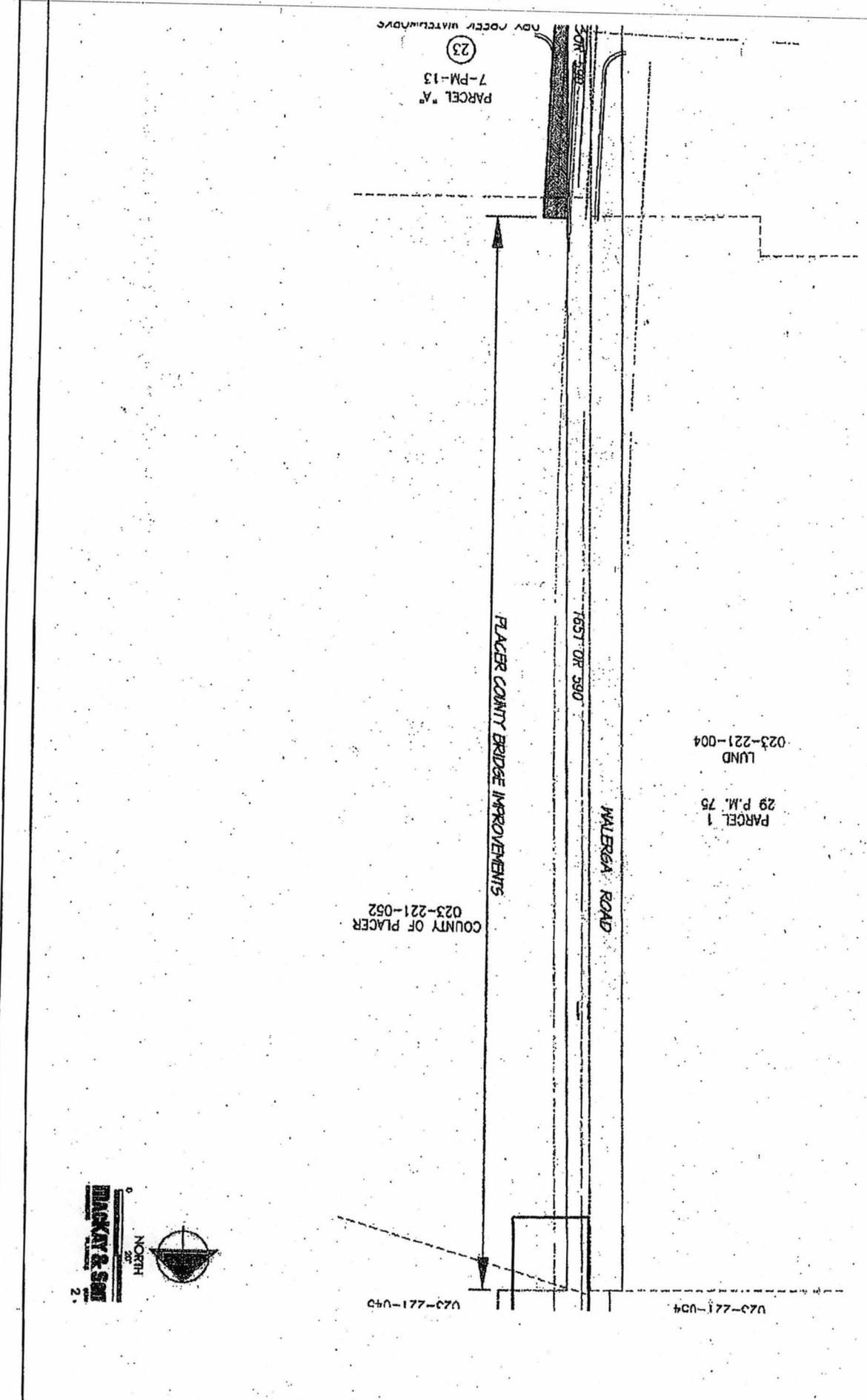
EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS - INDEX



PROPERTY #1	PROPERTY OWNER	APR #
23	TRV WELK VASSERWORKS	023-221-316
107	COUNTY OF PLACER	023-221-052



EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS



691

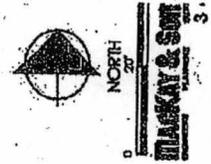


EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS

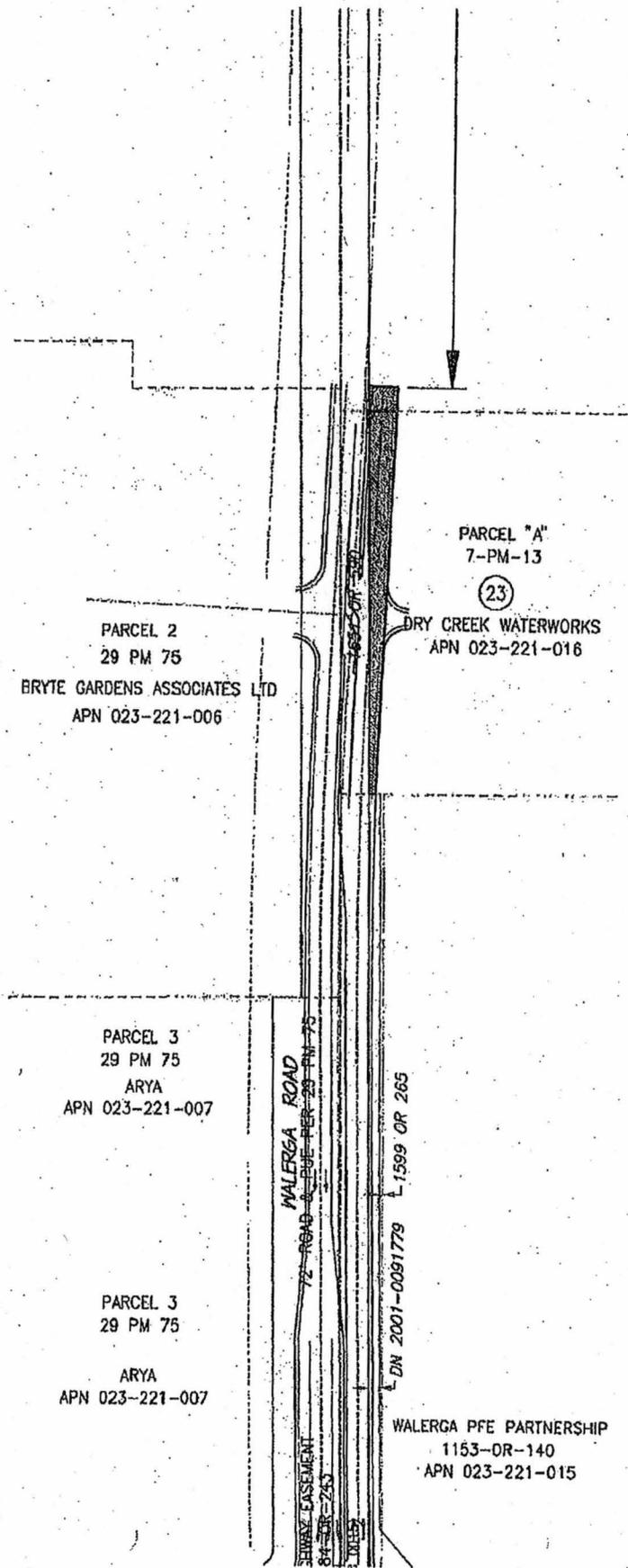


EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS

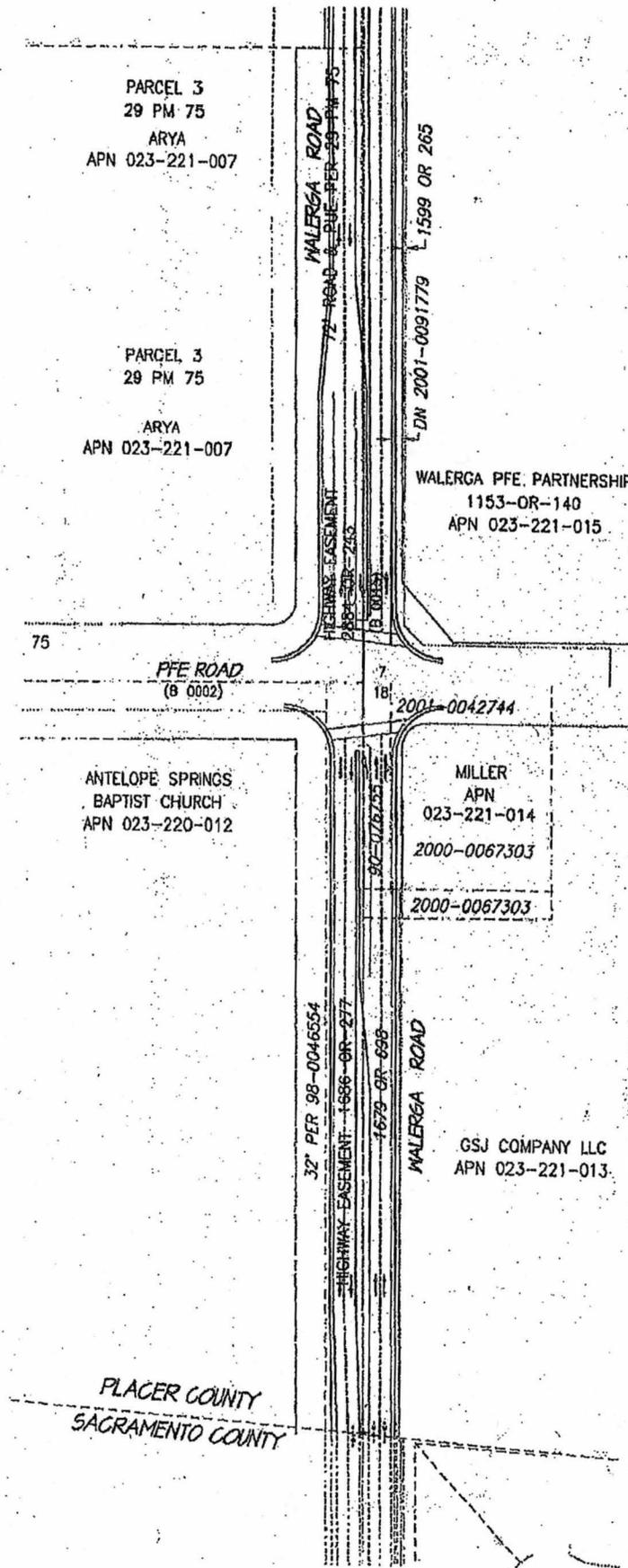
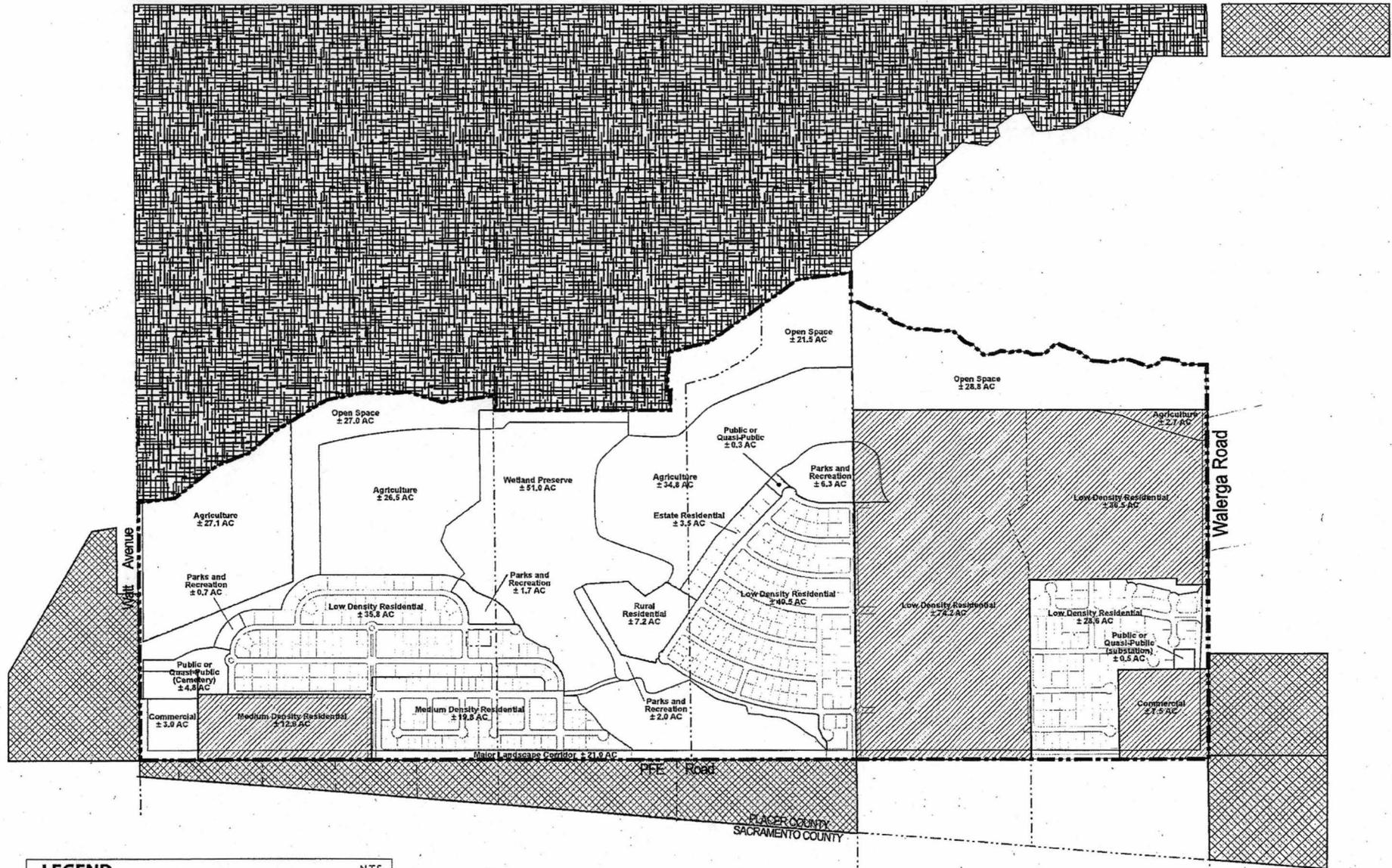


EXHIBIT 4.2.5 POTENTIAL BENEFITTING PROPERTIES (for reimbursement)



LEGEND		N.T.S.
	On-Site Benefiting Properties	
	Off-Site Benefiting Properties	
	Off-Site Benefiting Properties - Placer Vineyards	

**EXHIBIT 7.11
FORM OF DEVELOPMENT AGREEMENT ASSIGNMENT**

Recording Requested By and
When Recorded Mail To:

Attn: _____

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
RIOLO VINEYARD AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 20____, by and between [NAME OF DEVELOPER], a _____ (hereinafter "Developer"), and [NAME OF PURCHASER], a _____ (hereinafter "Assignee"), with respect to the following facts:

RECITALS

A. On May 12, 2009, the County of Placer and Developer's predecessor in interest entered into that certain agreement entitled "Development Agreement By and Between The County of Placer and Bryte Gardens Associates, LTD, Relative to the Riolo Vineyards Specific Plan" ("Original Development Agreement"). On August 9, 2010, Bryte Gardens Associates, LTD executed an Assignment and Assumption Agreement with HBT of Riolo Vineyards, LLC to convey that portion of the real property identified in said Assignment Agreement, which is attached hereto as **Exhibit A** to this document. On _____, 2015, the County of Placer and HBT of Riolo Vineyards, LLC, the successor in interest to the real property, agreed to amend the Original Development Agreement and subsequently executed that certain agreement entitled "Amended and Restated Development Agreement By and Between the County of Placer and HBT of Riolo Vineyards, LLC Relative to the Riolo Vineyard Specific Plan" (hereinafter the "**Development Agreement**"). Pursuant to the Development Agreement, Developer agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "**Property**") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on _____, 20____, as **Document No.** _____.

B. Developer intends to convey that portion of the Property to Assignee, as identified in Exhibit B attached hereto and incorporated herein by this reference (hereinafter, the "Assigned Parcel(s)").

C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, Developer and Assignee hereby agree as follows:

1. Assignment. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s). Developer retains all the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to all other property within the Property owned by Developer.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s).

3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Developer shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Parcel(s) and that Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcels.

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

5. Notice Address. The Notice Address described in the Exhibit "B" list of Participating Developers for Developer with respect to the Assigned Parcel(s) shall be:

[Name of Assignee]

Attn: _____

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

DEVELOPER:

[NAME OF ASSIGNOR],

a _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

[NAME OF ASSIGNEE],

a _____

By: _____

Name: _____

Title: _____

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO RIOLO
VINEYARD DEVELOPMENT AGREEMENT
AUGUST 2010, DOCUMENT NO. 2010-0062014-00



PLACER, County Recorder
 JIM MCCAULEY
 DOC- 2010-0062014-00

THURSDAY, AUG 12, 2010 8:27:01
 MIC \$3.00 | AUT \$9.00 | SBS \$8.00
 ERD \$1.00 | RED \$1.00 | REC \$11.00
 ADD \$0.00

Ttl Pd \$33.00 Ropt # 02068173
 clkEpm1511/30/1-9

Recording Requested By and
 When Recorded Mail To:

HBT of Riolo Vineyards LLC
 1640 Lead Hill Blvd., Suite 220
 Roseville, CA 95661

(SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE)

**ASSIGNMENT AND ASSUMPTION AGREEMENT
 RELATIVE TO
 RIOLO VINEYARD DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter the "Agreement") is entered into this 9th day of August, 2010 by and between Bryte Gardens Associates Ltd, a California partnership, (hereinafter "Developer"), and HBT of Riolo Vineyards LLC, a California Limited Liability Company (hereinafter "Assignee") with respect to the following facts:

RECITALS

A. On May 12, 2009, the County of Placer and Developer entered into that certain agreement entitled "Development Agreement By and Between The County of Placer and Bryte Gardens Associates, Ltd. Relative to the Riolo Vineyard Specific Plan" (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "Property") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on September 28 2009 as Document No. 2009-0083448-00.

B. Developer intends to convey a portion of the Property to Assignee, as identified in Exhibits A-1 and A-2 attached hereto and incorporated herein by this reference (hereinafter, the "Assigned Parcel(s)").

C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel(s).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, Developer and Assignee hereby agree as follows:

1. Assignment. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s). Developer retains all the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to all other property within the Property owned by Developer.

2. Assumption. Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel(s).

3. Release and Substitution. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Developer shall be released from any and all obligations under the Development Agreement arising from and after the effective date of this transfer with respect to the Assigned Parcel(s) and that Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcels.

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

5. Notice Address. The Notice Address for Developer as described in the Section 7.5 of the Development Agreement with respect to the Assigned Parcel(s) shall be:

HBT of Ritolo Vineyards LLC
1640 Lead Hill Blvd., Suite 220
Roseville, CA 95661
Attn: Jeffrey M. Pemstein

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

DEVELOPER:

Bryte Gardens Associates, Ltd.
a California partnership

By: J. W.
Name: J. W. WALKER
Title: Manager of the
General Partner

ASSIGNEE:

[NAME OF ASSIGNEE],

a _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of California

County of Placer)

On August 9, 2010 before me, Joan L. Sampson, Notary Public
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Joan L. Sampson (Seal)



Attention Notary: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this
certificate to another document

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT.

RIGHT THUMBPRINT


Title of Document Assignment and Assumption Agreement
Number of Pages _____
Date of Document 8/10
Signer(s) other than named above Jim Wells

EXHIBIT "A-1"
Description of The Lands of Bryte Gardens

Parcel One

A portion of the Southwest Quarter of Section 12, Township 10 North, Range 5 East, M.D.M., County of Placer, State of California being more particularly described as follows:

BEGINNING at the southwest corner of said Section 12, marked by a two inch brass cap in well, thence from said POINT OF BEGINNING, North 00°49'04" West along the west line of said Section 12, a distance of 462.00 feet; thence leaving said west line of Section 12, North 89°10'56" East a distance of 429.00 feet; thence South 00°49'04" East a distance of 467.96 feet to a point on the south line of said Section 12; thence South 89°58'41" West along said south line of Section 12, a distance of 429.04 feet to the point of beginning.

Containing 4.58 acres, more or less.

Parcel Two

A portion of Section 12, Township 10 North, Range 5 East, M.D.M., County of Placer, State of California being more particularly described as follows:

Commencing at the southwest corner of said Section 12, marked by a two inch brass cap in well, thence North 89°58'41" East along the south line of said Section 12, a distance of 1718.04 feet to the Point of Beginning; thence from said POINT OF BEGINNING, leaving said south line of Section 12, North 00°49'04" West a distance of 506.91 feet; thence South 89°58'41" West a distance of 1289.00 feet; thence North 00°49'04" West a distance of 168.05 feet; thence South 87°58'49" West a distance of 429.09 feet to a point on the west line of said Section 12; thence North 00°49'04" West along said west line of Section 12, a distance of 223.00 feet; thence leaving said west line of Section 12, North 88°05'32" East a distance of 1230.06 feet; thence North 00°49'04" West a distance of 1202.71 feet; thence North 58°03'56" East a distance of 308.26 feet; thence North 78°04'56" East a distance of 279.70 feet; thence South 89°40'04" East a distance of 210.70 feet; thence North 81°29'56" East a distance of 117.90 feet; thence South 73°06'04" East a distance of 261.20 feet; thence North 82°49'56" East a distance of 396.39 feet to a point on the north-south center section line of said Section 12; thence South 00°56'48" East along said north-south section line, a distance of 111.14 feet to the Center Quarter corner of said Section 12 marked by a 5/8 inch rebar and cap stamped LS 4533; thence North 89°53'34" East along the north line of the southeast quarter of said Section 12, a distance of 1911.77 feet; thence leaving said north line of the southeast quarter, North 00°01'06" West a distance of 153.07 feet; thence South 73°58'24" West a distance of 30.00 feet; thence North 03°51'24" East a distance of 299.75 feet; thence North 75°13'24" East a distance of 320.00 feet; thence North 53°50'54" East a distance of 528.51 feet; thence North 53°51'54" East a distance of 267.00 feet; thence North 79°10'54" East a distance of 171.71 feet; thence North 84°38'19" East a distance of 218.96 feet to a point on the east line of the northeast

EXHIBIT "A-1"

Description of The Lands of Bryte Gardens

quarter of said Section 12; thence South 01°00'09" East along said east line of the northeast quarter, a distance of 1045.03 feet to the East 1/4 Corner of said Section 12, marked by a two inch iron pipe with brass cap stamped with RCE number 21478; thence South 01°00'07" East along the east line of the southwest quarter of said Section 12, a distance of 2647.38 feet to the southeast corner of said Section 12, marked by a 2 inch brass disk in well; thence South 89°58'54" West along the south line of the southeast quarter of said Section 12, a distance of 2662.42 feet to the South 1/4 Corner of said Section 12 marked by a 1/2 inch iron pin in the pavement; thence South 89°58'41" West along the south line of the southwest quarter of said Section 12, a distance of 944.73 feet to the POINT OF BEGINNING.

Containing 287.79 acres, more or less.

Parcel Three

A portion of the Southwest Quarter of Section 7, Township 10 North, Range 6 East, M.D.M., County of Placer, State of California, being more particularly described as follows:

Parcel 2 as shown on that certain Parcel Map recorded in Book 29 of Parcel Maps at Page 76, Official Records Placer County.

Containing 30.36 acres, more or less.

END OF DESCRIPTION

Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661

LIST OF UNRECORDED EXHIBITS

The following Exhibits constitute original parts of the executed Development Agreement by and between the County of Placer and Bryte Gardens Associates, Ltd., but have been deleted for recording because of legibility problems. These Exhibits are attached to the full original of the document, which is kept on file and available for review as Contract No. 12738 in the official records of the office of the Clerk of the Board of Supervisors, 175 Fulweller Avenue, Auburn, CA 95603.

- Exhibit A-2: Maps of land owned by Bryte Gardens Associates, Inc. (3 sheets)
- ~~Exhibit 2.2: Placer Vineyard Specific Plan Land Uses (1 sheet)~~
- ~~Exhibit 3.2.1: Intersection Improvements (4 sheets)~~
- ~~Exhibit 3.2.1.1: Western Portion (1 sheet)~~
- ~~Exhibit 3.2.2: Intersection Improvements (4 sheets)~~
- ~~Exhibit 3.2.2.1: Eastern Portion (1 sheet)~~
- ~~Exhibit 3.3.2: Open Space Dedication (1 sheet)~~
- ~~Exhibit 3.3.3: Placer Vineyards Sewer Extension (1 sheet)~~
- ~~Exhibit 3.10.2: Park Facility Improvements (4 sheets)~~
- ~~Exhibit 3.10.3.1: Dry Creek corridor Trail (1 sheet)~~
- ~~Exhibit 4.2.5: Benefiting Properties (for reimbursement) (1 sheet)~~
- ~~Exhibit 7.11: Form of Development Agreement Assignment (3 sheets)~~

59/2

EXHIBIT B

DESCRIPTION OF PROPERTY

The property described in this exhibit is situated in the County of [illegible] State of [illegible] and is bounded on the north by [illegible] on the south by [illegible] on the east by [illegible] and on the west by [illegible]. The area of the property is [illegible] acres.

The property is owned by [illegible] and is being offered for sale by [illegible]. The property is located in [illegible] and is zoned [illegible]. The property is currently used for [illegible] and is in good condition. The property is being offered for sale at a price of [illegible].

Before the Board of Supervisors County of Placer, State of California

In the matter of:

Resolution No.: _____

A RESOLUTION ADOPTING AN ADDENDUM
TO THE CERTIFIED FINAL ENVIRONMENTAL
IMPACT REPORT FOR THE RIOLO VINEYARD
SPECIFIC PLAN AND AMENDING THE RIOLO
VINEYARD SPECIFIC PLAN MITIGATION,
MONITORING AND REPORTING PROGRAM

The following Resolution was duly passed by the Board of Supervisors of the County of
Placer at a regular meeting held _____, by the following vote on
roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

Clerk of said Board

Chair, Board of Supervisors

Clerk of the Board Signature

Chair Signature

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER,
STATE OF CALIFORNIA, AS FOLLOWS:

WHEREAS, on May 12, 2009, the Placer County Board of Supervisors adopted the Riolo Vineyard Specific Plan ("Specific Plan"), by Resolution No. 2009-120, and adopted Resolution No. 2009-117, certifying the Riolo Vineyard Specific Plan Final Environmental Impact Report (State Clearinghouse #2005092041, "RVSP FEIR") as adequate and complete, and

WHEREAS, on May 12, 2009, the Board of Supervisors adopted the Mitigation Monitoring and Reporting Program for the Riolo Vineyard Specific Plan ("RVSP MMRP").

WHEREAS, the Riolo Vineyard Applicant has requested amendments to the adopted Riolo Vineyard Specific Plan, Design Guidelines and Development Standards and the Riolo Vineyard Specific Plan Development Agreement ("proposed RVSP Amendments"), and

WHEREAS, the County determined that the proposed RVSP Amendments constitute a "Project" ("proposed Project") for purposes of the California Environmental Quality Act ("CEQA"--Public Resources Code sections 21000 et seq.) and CEQA Guidelines Section 15378, and

WHEREAS, an environmental analysis of the proposed Project was performed and it was concluded that the preparation of an Addendum to the RVSP FEIR is appropriate pursuant to CEQA Section 21166 and Guidelines sections 15162, 15163, 15164 and 15168, and

WHEREAS, necessary revisions and updates were also made to the RVSP MMRP, and

WHEREAS, on November 20, 2014, the Placer County Planning Commission ("Planning Commission") held a duly noticed public hearing pursuant to Placer County Code Section 17.58.200(E)(1) to consider the Addendum, the amendments to the RVSP MMRP and the proposed Project, and

WHEREAS, on November 20, 2014, the Planning Commission made written recommendations to the Placer County Board of Supervisors to adopt the Addendum, approve the amendments to the RVSP MMRP and to the proposed Project, and

WHEREAS, on February 24, 2015, the Board held a duly noticed public hearing pursuant to Placer County Code Section 17.58.200(E)(2) to consider the recommendations of the Planning Commission, staff's presentation, report and all supporting studies and documents, including written and oral testimony, related to the proposed Addendum and the amendments to the RVSP MMRP and to the proposed Project, and continue the matter to March 24, 2015, and

WHEREAS, on March 24, 2015, the Board concluded its public hearing and deliberations on the proposed Project, and

WHEREAS, the Board has duly considered the Addendum, the comments of the public, both oral and written, and all written materials in the record connected therewith, and finds as follows:

1. The proposed Project will not result in substantial changes that would lead to the identification of new or previous unidentified significant environmental effects that would require major revisions of the previously certified Final Environmental Impact Report for the Riolo Vineyard Specific Plan.

2. No new information of substantial importance which was not known, and could not have been known with the exercise of reasonable diligence at the time the Final Environmental Impact Report for the Riolo Vineyard Specific Plan was certified, has been discovered which would require major revisions of the previously certified Environmental Impact Report.
3. There is no substantial evidence in the record as a whole that the proposed Project may have a significant effect on the environment or result in any new or additional significant adverse impacts.
4. The Addendum has been prepared as required by law and in accordance with all requirements of CEQA and the CEQA Guidelines and the document as adopted reflects the independent judgment and analysis of Placer County, which has exercised overall control and direction of the preparation of the Addendum. The Board has reviewed the Addendum, and bases its findings on such review and other substantial evidence in the record.
5. The custodian of records for the proposed Project is the Placer County Planning Director, 3091 County Center Drive, Auburn CA, 95603.

NOW, THEREFORE, be it Resolved by the Placer County Board of Supervisors:

Section 1: The Board of Supervisors hereby adopts the Addendum to the Riolo Vineyard Specific Plan Final Environmental Impact Report, dated November 3, 2014, as set forth in Exhibit A and hereby incorporated herein, and

Section 2: The Board of Supervisors hereby approves the amendments to the Riolo Vineyard Specific Plan Mitigation Monitoring and Reporting Program as set forth in Exhibit B and hereby incorporated herein, and

Section 3: This resolution shall become effective immediately upon adoption.

Addendum to the Riolo Vineyard Specific Plan Final Environmental Impact Report

November 3, 2014

State Clearinghouse No. 2005092041

BACKGROUND AND ACTION TRIGGERING THE ADDENDUM

The Riolo Vineyards Specific Plan (RVSP) is an approved project which includes a total of 933 residential units, with open-space, recreational, and commercial components, and which encompasses approximately 525 acres. The Plan area is located in the southern portion of Placer County within the Dry Creek/West Placer Community Plan area. The site is bounded on the north by Dry Creek, on the west by Watt Avenue, on the south by PFE Road, and on the east by Walerga Road. The project site is currently undeveloped with the exception of two residential ranch houses and related barn/outbuilding structures.

This addendum is intended to review and confirm CEQA compliance for the proposed amendment to the RVSP and proposed modifications to Development Standards, Design Guidelines, as well as the amendment to the Development Agreement, updated Public Services Fee and Public Facility Financing Programs, the change in land use designation of the high density residential area to commercial, the addition of the Estate Residential and Agriculture land use designations, and the Rezone of the 315.6 acres of HBT-owned property to SPL-RVSP. These would include changes to what is described and evaluated in the RVSP FEIR. These proposals include changes to land use designations, an elimination of alley-loaded medium density homes and the addition of low density homes, the creation of a density reserve, the mix and size of capital facilities, the replacement of six, Agriculture-10 residential units with 11 Estate Residential units, roadway changes, and the relocation of park and recreation areas. These changes were evaluated within the attached environmental checklist.

As the lead agency under the California Environmental Quality Act (CEQA), Placer County has determined that this Addendum to the Riolo Vineyard Specific Plan Final EIR has been prepared pursuant to CEQA Guidelines Section 15164 and Placer County Environmental Review Ordinance Section 18.16.090, and that this Addendum is the appropriate document to record the changes to the RVSP FEIR. An addendum is appropriate where a previously certified EIR has been prepared and some changes or revisions to the project are proposed, or the circumstances surrounding the project have changed, but none of the changes or revisions would result in significant new or substantially more severe environmental impacts, consistent with CEQA Section 21166 and State CEQA Guidelines Sections 15162, 15163, 15164, and 15168.

In its final form, the FEIR for the project, originally published in part prior to release of the SPRRDEIR, consists of the RDEIR, the Partially Recirculated Revised Draft EIR, the SPRRDEIR, the FEIR, and the SFEIR to the Specific Plan. The original Final EIR included responses to comments on the RDEIR and PRRDEIR. The SFEIR included responses to comments on the SPRRDEIR.

CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES REGARDING AN ADDENDUM TO AN ENVIRONMENTAL IMPACT REPORT

Altered conditions, changes, or additions to the description of a project that occur after certification of an EIR may require additional analysis under CEQA. The legal principles that guide decisions regarding whether additional environmental documentation is required are provided in the State CEQA Guidelines, which establish three mechanisms to address these changes: a subsequent environmental impact report (SEIR), a Supplement to an EIR, and an Addendum to an EIR.

Section 15162 of the State CEQA Guidelines describes the conditions under which a SEIR would be prepared. In summary, when an EIR has been certified for a project, no Subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Section 15163 of the State CEQA Guidelines states that a lead agency may choose to prepare a supplement to an EIR rather than a Subsequent EIR if:

- (1) any of the conditions described above for Section 15162 would require the preparation of a SEIR; and

(2) only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.

An addendum is appropriate where a previously certified EIR has been prepared and some changes or revisions to the project are proposed, or the circumstances surrounding the project have changed, but none of the changes or revisions would result in significant new or substantially more severe environmental impacts, consistent with CEQA Section 21166 and State CEQA Guidelines Sections 15162, 15163, 15164, and 15168.

This addendum is intended to evaluate and confirm CEQA compliance for proposed amendment to the PVSP and proposed modifications to funding of capital facilities, which would be a change relative to what is described and evaluated in the PVSP FEIR. These proposals include changes to land use designations, reductions in park and open space acreages, the mix and size of capital facilities, and the funding mechanisms for capital facilities. This addendum is organized as an environmental checklist, and is intended to evaluate all environmental topic areas for any changes in circumstances or the project description, as compared to the approved FEIR, and determine whether such changes were or were not adequately covered in the certified FEIR. This checklist is not the traditional CEQA Environmental Checklist, per Appendix G of the CEQA Guidelines. As explained below, the purpose of this checklist is to evaluate the checklist categories in terms of any "changed condition" (i.e., changed circumstances, project changes, or new information of substantial importance) that may result in a different environmental impact significance conclusion from the PVSP FEIR. The column titles of the checklist have been modified from the Appendix G presentation to help answer the questions to be addressed pursuant to CEQA Section 21166 and State CEQA Guidelines Section 15162, 15163, 15164 and 15168.

EXHIBIT B

Riolo Vineyard Specific Plan



MITIGATION MONITORING AND REPORTING PROGRAM

Prepared for:
County of Placer
Planning
Department Services
Division
3091 County Center Drive
Auburn, California 95603



October 24, 2008
Revised December 11, 2012
Revised November 3, 2014

Prepared by:

URS

TABLE OF CONTENTS

	Page
STANDARD MITIGATION MONITORING PROGRAM	1
LAND USE	1
POPULATION, EMPLOYMENT, AND HOUSING	1
BIOLOGICAL RESOURCES	2
VISUAL RESOURCES	2
TRANSPORTATION AND CIRCULATION	2
AIR QUALITY	3
NOISE	3
SOILS, GEOLOGY, AND SEISMICITY	4
HYDROLOGY AND WATER QUALITY	4
PUBLIC SERVICES AND UTILITIES	4
HAZARDS AND HAZARDOUS MATERIALS	5
PROJECT-SPECIFIC MITIGATION REPORTING PLAN	5
MITIGATION MEASURES REQUIRING ONGOING MONITORING	6
Biology Resources	6
Cultural Resources	17
Visual Resources	20
Air Quality	22
Soils, Geology, and Seismicity	24
Hydrology and Water Quality	25
Hazards and Hazardous Materials	26
REFERENCES	29

**RIOLO VINEYARD SPECIFIC PLAN
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)**

STANDARD MITIGATION MONITORING PROGRAM

Placer County has adopted a standard mitigation monitoring program (Section 31.825 of the Placer County Environmental Review Ordinance) in order to implement Public Resources Code Section 21081.6. This program requires that mitigation measures recommended for discretionary projects, such as Riolo Vineyard, be included in the conditions of approval monitored by the County through a variety of permit processes as listed below.

- „ Development Review Committee
- „ Improvements Plan Approval
- „ Improvements Construction Inspection
- „ Encroachment Permit
- „ Final Map Recordation
- „ Acceptance of Project as Complete
- „ Building Permit Approval
- „ Certificate of Occupancy

The issuance of any of the listed permits or County actions, which must be preceded by a verification by County staff that certain conditions of approval/mitigation measures have been met shall serve as the required monitoring for those conditions of approval/mitigation measures. The following listing includes those mitigation measures for the Riolo Vineyard project that will be monitored through County staff verification of required approvals.

Land Use

- 4-5a Design project elements to buffer the project from adjacent agricultural uses
- 4-5b Notify residential property owners of County’s Right-to-Farm Ordinance
- 4-6a Install a community wall along the south and east sides of the lot where the electrical substation would be located
- 4-6b Install a split-face style wall along the north and west sides of the lot where the electrical substation would be located
- 4-7a Implement Mitigation Measure 4-5a (Design project elements to buffer the project from adjacent agricultural uses)
- 4-7b Implement Mitigation Measure 4-5b (Notify residential property owners of County’s Right-to-Farm Ordinance)

Population, Employment, and Housing

- 5-3a Comply with Placer County’s 10 percent requirement for affordable housing on project-level parcels (Amended December 11, 2012)
- 5-4a Contribute a fair share to compensation/relocation assistance associated with Watt Avenue improvements
- 5-5a Comply with Placer County’s 10 percent requirement for affordable housing on program-level parcels
- 5-6a Contribute a fair share to compensation/relocation assistance on program-level parcels, if required

Biological Resources

- 6-1d Design final drainage master plan facilities to ensure that drainage features will avoid impacts to wetlands and other jurisdictional waters
- 6-5b Implement Mitigation Measure 14-4a (Design onsite and offsite pipelines to have watertight joints in accordance with Placer County Standards)

Visual Resources

- 8-2a Implement open space preservation, tree replacement, site landscaping, and project design measures
- 8-2b Implement construction of Dry Creek Trail, other trails, and vineyards
- 8-4a Implement proposed light and glare mitigation measures
- 8-4b Implement light and glare measures to eliminate all direct uplighting and direct offsite light trespass
- 8-5a Implement Mitigation Measure 4-6a (Install a community wall along the south and east sides of the lot where the electrical substation would be located)
- 8-5c: Implement Mitigation Measure 4-6b (Install a split-face style wall along the north and west sides of the lot where the electrical substation would be located)

Transportation and Circulation

- 9-1a Prepare and implement a Construction Traffic Management Plan
- 9-2a Pay an in lieu fee and construct Walerga Road frontage improvements from the Dry Creek Bridge to the Placer County line
- 9-2b Contribute a fair share to widen Walerga Road from the Dry Creek Bridge to Baseline Road
- 9-3a Contribute a fair share to widen the intersections of Locust Road and Baseline Road, Watt Avenue and Baseline Road, and Walerga Road and Baseline Road
- 9-3b Contribute a fair share or widen the intersections of Watt Avenue and PFE Road, and Walerga Road and PFE Road
- 9-8a Contribute a fair share to widen SR 65 from Blue Oaks Boulevard to SR 65
- 9-9a Contribute a fair share to construct an interchange to replace the SR 70/99 and Riego Road intersection
- 9-10a Implement Mitigation Measure 9-2a: Pay an in lieu fee and construct Walerga Road frontage improvements from the Dry Creek Bridge to the Placer County line
- 9-10b Implement Mitigation Measure 9-2b: Contribute a fair share to widen Walerga Road from the Dry Creek Bridge to Baseline Road
- 9-11a Contribute a fair share to widen the intersections of Locust Road and Baseline Road, and Walerga Road and Baseline Road
- 9-11b Contribute a fair share or widen the intersections of Watt Avenue and PFE Road, and Walerga Road and PFE Road
- 9-16a Contribute a fair share to widen SR 65 to six lanes from Blue Oaks Boulevard to I-80
- 9-17a Contribute a fair share to constructing an interchange at the intersection of SR 70/99 with Riego Road
- 9-18a Create a Community Service Area to cover Transit Service
- 9-19a Contribute a fair share to widen PFE Road to four lanes from Watt Avenue to Walerga Road
- 9-20a Contribute a fair share to widening the intersection of Walerga Road and PFE Road, signaling the intersection of Cook Riolo Road and PFE Road, and signaling the intersection of "East" Road and PFE Road

194

- 9-27a Implement Mitigation Measure 9-19a (Contribute a fair share to widen PFE Road to four lanes from Watt Avenue to Walerga Road)
- 9-28a Implement Mitigation Measure 9-20a (Contribute a fair share to widening the intersection of Walerga Road and PFE Road, signaling the intersection of Cook Riolo Road and PFE Road, and signaling the intersection of “East” Road and PFE Road)

Air Quality

- 10-2a Implement measures to reduce energy consumption
- 10-2b Restrict open burning
- 10-2c Allow only gas-fired fireplace appliances
- 10-2d Implement offsite mitigation programs or pay an in-lieu amount into the Placer County Air Pollution Control District’s Air Quality Mitigation Program
- 10-6a Implement Mitigation Measures 10-1a (Prepare and implement emission control/dust control measures); 10-1b (Provide PCAPCD with a list of construction equipment and anticipated construction timeline); 10-1c (Maintain construction equipment and vehicles); 10-1d (Minimize idling time for diesel-power equipment); 10-1e (No open burning of removed vegetation); 10-2a (Implement measures to reduce energy consumption); 10-2b (Restrict open burning); 10-2c (Allow only gas-fired fireplace appliances); 10-2d (Implement offsite mitigation programs or pay an in-lieu amount into the Placer County Air Pollution Control District’s Air Quality Mitigation Program)
- 10-7a Implement Mitigation Measures 10-1c (Maintain construction equipment and vehicles); 10-1d (Minimize idling time for diesel-powered equipment); 10-2a (Implement measures to reduce energy consumption); 10-2d (Implement offsite mitigation programs or pay an in-lieu amount into the Placer County Air Pollution Control District’s Air Quality Mitigation Program); 9-1a: Prepare and implement a Construction Traffic Management Plan; 9-2a: Pay an in lieu fee and construct Walerga Road frontage improvements from the Dry Creek Bridge to the Placer County line; 9-2b: Contribute a fair share to widen Walerga Road from the Dry Creek Bridge to Baseline Road; 9-3a: Contribute a fair share to widen the intersections of Locust Road and Baseline Road, Watt Avenue and Baseline Road, and Walerga Road and Baseline Road; 9-8a: Contribute a fair share to widen SR 65 from Blue Oaks Boulevard to SR 65; 9-9a: Contribute a fair share to construct an interchange to replace the SR 70/99 and Riego Road intersection; 9-11a: Contribute a fair share to widen the intersections of Locust Road and Baseline Road, and Walerga Road and Baseline Road; 9-16a: Contribute a fair share to widen SR 65 to six lanes from Blue Oaks Boulevard to I-80; 9-17a: Contribute a fair share to constructing an interchange at the intersection of SR 70/99 with Riego Road; 9-18a: Create a Community Service Area to cover Transit Service; 9-19a: Contribute a fair share to widen PFE Road to four lanes from Watt Avenue to Walerga Road; and 9-20a: Contribute a fair share to widening the intersection of Walerga Road and PFE Road, signaling the intersection of Cook Riolo Road and PFE Road, and signaling the intersection of “East” Road and PFE Road

Noise

- 11-1a Develop and implement a construction noise abatement program
- 11-2a Construct masonry walls of 6 feet elevation above pad
- 11-2b Conduct noise analyses and measurements according to County standards and requirements
- 11-3a Implement Mitigation Measure 11-2a (Construct masonry walls of 6 feet elevation above pad)

- 11-3b Implement Mitigation Measure 11-2b (Conduct noise analyses and measurements according to County standards and requirements)
- 11-4a Design shielding of stationary noise sources to prohibit a day-night noise level L_{dn} above 50 dBA

Soils, Geology, and Seismicity

- 12-1a Submit Improvement Plans
- 12-3a Identify stockpiling and vehicle staging areas on Improvement Plans
- 12-3b Comply with NPDES requirements for construction
- 12-3c Comply with NPDES Phase II requirements
- 12-5a Prepare a geotechnical report for all elements of proposed development

Hydrology and Water Quality

- 13-1b Implement Mitigation Measure 12-3b (Comply with NPDES requirements for construction)
- 13-2a Prepare and submit project-specific drainage report
- 13-2b Evaluate downstream offsite drainage facilities
- 13-2c Submit one-time Dry Creek watershed drainage improvement fee
- 13-2d Submit annual Dry Creek watershed drainage improvement fee
- 13-3a Implement Mitigation Measure 13-2a (Prepare and submit project-specific drainage report)
- 13-3b Implement Mitigation Measure 13-2c (Submit one-time Dry Creek watershed drainage improvement fee)
- 13-3c Implement Mitigation Measure 13-2d (Submit annual Dry Creek watershed drainage improvement fee)
- 13-4a Implement Mitigation Measure 12-3c (Comply with NPDES Phase II requirements)
- 13-4b Prepare site-specific BMP plan
- 13-4d Implement Mitigation Measure 14-4a (Design onsite and offsite pipelines to have watertight joints in accordance with Placer County standards)
- 13-4e Design and construct LID measures that comply with performance measures
- 13-5a Implement Mitigation Measure 13-2a (Prepare and submit project-specific drainage report)
- 13-5b Delineate post-project floodplain boundary
- 13-5c Provide in-kind compensatory storage
- 13-5d Prepare and submit conditional letter of map revision (CLOMR)
- 13-5e Submit Letter of Map Revision (LOMR)
- 13-5f Prohibit grading activities within post-project floodplain
- 13-9a Implement Mitigation Measure 13-4e (Design and construct LID measures that comply with performance measures)

Public Services and Utilities

- 14-1a Pay connection fees and construct 16-inch- and 24-inch-diameter transmission line extensions to the Plan Area in accordance with PCWA and Cal-Am standards
- 14-1b Issue building permits only when sufficient treated water supply exists
- 14-3a Upsize existing CFD pump station pumps and ancillary equipment
- 14-3b Do not allow sewage conveyance connection from Placer Vineyards to common force main
- 14-4a Design onsite and offsite pipelines to have watertight joints in accordance with Placer County Standards
- 14-4b Locate the pump station system above the 100-year floodplain and use bolt-down covers for sewer manholes which are within the 100-year floodplain
- 14-4c Install an emergency generator and fuel storage with adequate spill containment for extended operation

Riolo Vineyard Specific Plan

- 14-5a** All new development in the Specific Plan area shall comply with General Plan Policy 4.D.2, which requires written certification from the service provider that either existing services are available or needed improvements will be made prior to occupancy to meet wastewater demands of the Specific Plan
- 14-6a** Implement Mitigation Measure 14-4a (Design onsite and offsite pipelines to have watertight joints in accordance with Placer County standards)
- 14-12a** Pay statutory school impact fees
- 14-13a** Fund additional fire protection staff to maintain required staffing ratios
- 14-14a** Provide funding for additional law enforcement personnel and equipment to serve the Plan Area
- 14-14b** Implement Crime Prevention through Environmental Design in cooperation with the Placer County Sheriff's Department
- 14-17a** Dedicate parklands for program-level parcels in accordance with County requirements

Hazards and Hazardous Materials

- 15-2a** Remediate contaminated properties in accordance with applicable regulations
- 15-2d** Obtain "No Further Action" letter from DTSC
- 15-2e** Implement Mitigation Measure 15-2a (Remediate contaminated properties in accordance with applicable regulations)
- 15-4a** Comply with requirements for filing of emergency response and hazardous materials storage/containment plans
- 15-4b** Comply with underground storage tank and aboveground storage tank regulations of Placer County EHS and the RWQCB
- 15-5b** Grant access to Placer Mosquito Abatement and Vector Control District for vector control
- 15-6a** Destroy existing septic systems in accordance with Placer County EHS criteria
- 15-7a** Evaluate and abate ACMs in accordance with regulations
- 15-8b** Implement Mitigation Measure 15-2a (Remediate contaminated properties in accordance with applicable regulations)
- 15-9a** Destroy existing septic systems in accordance with Placer County EHS criteria on program-level parcels when these lots receive development entitlements

PROJECT-SPECIFIC MITIGATION REPORTING PLAN

The following mitigation measures for the Riolo Vineyard project will require ongoing monitoring to ensure implementation of these measures. In compliance with Section 31.840 of the Placer County Environmental Review Ordinance, the components of the specific reporting plan for this measure are listed in the attached table.

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
Biology Resources						
<p>6-1a: Compensate for loss of jurisdictional and non-jurisdictional wetlands in accordance with Corps Section 404 Permit Number <u>SPK-2005-01060</u> issued <u>May 28, 2013</u> and RWQCB requirements <u>Water Quality Certification 401 Permit, Waste Discharge and Identification Number (WDID) No. 5A31CR00274, issued August 29, 2012.</u></p> <p>The Applicant shall preserve onsite jurisdictional wetlands and create new onsite wetlands to mitigate for impacts to onsite jurisdictional wetlands. Onsite wetlands will be created at a minimum ratio of 1 acre for every 1 acre of jurisdictional and non-jurisdictional wetlands that would be impacted. The Applicant has developed a preliminary plan to create wetlands on the Dry Creek floodplain in the central portion of the onsite study area. Soil would be excavated on the east and west sides of an existing drainage channel such that riparian wetlands, seasonal wetland seasonal marsh, and emergent marsh would be created as needed to compensate for wetland impacts associated with the proposed project. The banks of the drainage channel would be excavated to allow water from the drainage to flow into the created wetlands. Additionally, the existing banks of the drainage running through the preserved area would be laid back at a flatter slope where possible, and planted with trees to increase the area of the riparian habitat adjacent to the drainage. The proposed mitigation would reduce the potential direct and indirect impacts to wetlands to a level that is less than significant.</p> <p>The final mitigation ratios, design, implementation, and performance monitoring shall comply with the terms and conditions of the Section 404 permit issued by the Corps and the Section 401 Water Quality Certification and Waste Discharge Requirements issued by the Central Valley RWQCB. The creation/restoration requirements shall be in compliance with the Placer County General Plan "no net loss" of wetlands policy (Policy 6.B.1).</p> <p>A comprehensive wetland mitigation implementation and monitoring plan shall be developed for the jurisdictional wetland mitigation. The Applicant shall submit the mitigation plan to Placer County, the Corps, and the RWQCB for review. No impacts to jurisdictional wetlands would be allowed until the mitigation implementation and monitoring plan has been approved. The Applicant shall conduct regular monitoring until the wetland mitigation has met the performance criteria approved by Placer County, the Corps, and the RWQCB.</p>	Applicant	Planning Department Services Division	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan	Annually for 5 years, or as provided for in the wetland mitigation implementation and monitoring plan	Compliance with Section 404 and Section 401 RWQCB permit requirements Creation of onsite wetlands at a minimum ratio of 1 acre for every 1 acre of impacted wetlands	Applicant

198
861

Riolo Vineyard Specific Plan

Mitigation Monitoring and Reporting Program

<p>6-1b: Obtain written Corps approval of offsite wetland delineation, and comply with Section 404 permit requirements of <u>Permit Number SPK-2005-01060, issued May 28, 2013, prior to offsite construction.</u></p> <p>The Applicant's delineation of offsite wetlands shall be <u>submitted</u> to the Corps for review and verification. A Clean Water Act Section 404 permit shall be <u>acquired</u> prior to any fill activities or discharges within jurisdictional wetlands.</p>	<p>Applicant</p>	<p>Planning Department <u>Services Division</u></p>	<p>Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan</p>	<p>Once prior to any fill activities or discharges within jurisdictional wetlands</p>	<p>Compliance with Section 404 permit requirements</p>	<p>Applicant</p>
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199

Mitigation Monitoring
and Reporting Program

Riolo Vineyard Specific Plan

<p>6-1c: Implement Best Management Practices to avoid wetland impacts during construction</p> <p>The following BMPs to avoid impacts to wetlands in the Plan Area shall be implemented for all construction related to the proposed project:</p> <ul style="list-style-type: none"> • Four-foot-tall, brightly colored (yellow or orange), synthetic mesh material or chainlink fencing shall be installed at the edge of all avoided wetlands and a minimum of 50 feet from the edge of tributaries to Dry Creek prior to any construction equipment being moved on site or any construction activities taking place. Fencing shall be continuously maintained and shall be the responsibility of an onsite compliance officer designated by the developer. Fencing is to remain intact until construction is complete and may not be removed without the written consent of the County. • Ground disturbance associated with construction, including vehicle operation/parking and construction material storage, shall be prohibited within wetlands or within 50 feet of the edge of tributaries to Dry Creek. • Where working areas encroach on live or dry streams, lakes, or wetlands, RWQCB-approved physical barriers adequate to prevent the flow or discharge of sediment into these systems shall be constructed and maintained between working areas and streams, lakes and wetlands. Discharge of sediment into streams shall be held to a minimum during construction of the barriers. Discharge will be contained through the use RWQCB-approved measures that will keep sediment from entering jurisdictional waters beyond the project limits. • Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live or dry stream, pond, or wetland. • Asphalt concrete shall not be allowed to enter a live or dry stream, pond, or wetland. • All off-road construction equipment shall be cleaned of potential noxious weed sources (mud, vegetation) before entry into the site and after entering a potentially infested area before moving on to another area, to help ensure noxious weeds from outside of the Plan Area are not introduced into the Plan Area. The contractor shall employ whatever cleaning methods (typically the use of a high-pressure water hose) are necessary to ensure that equipment is free of noxious weeds. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required. Equipment washing stations shall be placed in areas that afford easy containment and monitoring and that do not drain into sensitive (riparian, wetland, etc.) areas. 	<p>Applicant</p>	<p>Planning Department Services Division</p>	<p>Prior to and during any construction equipment being moved on site or any construction activity</p>	<p>Full-time daily monitoring during the initial grading and clearing phase of construction, and during any construction activity adjacent to wetlands</p> <p>Weekly monitoring during the remainder of the construction activities</p>	<p>Compliance with storm water pollution prevention plan</p> <p>Wetlands are protected</p>	<p>Applicant</p>
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200

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<ul style="list-style-type: none"> To further minimize the risk of introducing additional nonnative species into the area, only native plant species appropriate for the Plan Area will be used in any erosion control or revegetation seed mix or stock. No dry-farmed straw will be used, and certified weed-free straw shall be required where erosion control straw is to be used. In addition, any hydroseed mulch used for revegetation activities must also be certified weed-free. The Applicant will restore and revegetate all temporary construction disturbance areas. Temporary disturbance areas will be restored to the original topography and hydrology, disked to relieve compaction, and planted with an erosion control mix composed only of native species. The proposed restoration and revegetation measures shall be summarized in the storm water pollution prevention plan for the project and submitted to Placer County for approval prior to initiation of construction activities. 						
<p>6-2a: Implement Mitigation Measure 6-1c (Implement Best Management Practices to avoid wetland impacts during construction)</p>	Monitoring as stated above for Mitigation Measure 6-1c					
<p>6-3a: Conduct focused surveys for special-status plant species in suitable habitat in portions of the study area that have not been surveyed. If present, comply with USFWS or CDFG mitigation requirements, and prepare a detailed mitigation/conservation plan, as appropriate</p> <p>Focused plant surveys were completed for all onsite portions of the Plan Area owned or controlled by the Applicant. No special-status plants were found in these areas during focused surveys (Harvey, 2005) or on program-level parcels. Offsite portions of the study area have not been surveyed for special-status plant species.</p> <p>Gibson & Skordal conducted field surveys on the Frisvold property (APN 023-200-057) for special-status plant species on July 14, 2006 (Gibson & Skordal, 2006b). This report would be peer reviewed at such time as a tentative map is submitted for this property. Focused surveys for special-status plants shall be conducted within portions of the study area not yet surveyed by the Applicant. Surveys for special-status plant species shall be timed to coincide with the appropriate period for identification of special-status plant species with potential to occur. If any state or federally listed species are observed and impacts cannot be avoided, the Applicant shall consult with the USFWS and/or the CDFG to determine appropriate mitigation, and shall comply with the identified requirements. A detailed mitigation/conservation plan shall be developed, as necessary. The plan shall provide for preservation and restoration at ratios that would ensure no net loss of the affected plant habitat. If special-status plant species are not found during surveys, no further studies or mitigation will be necessary.</p>	Applicant	Planning Department Services Division	With submittal of tentative maps for properties that have not been surveyed, or if report for property has not been peer reviewed	Annually for 5 years, or as provided for in the special-status plant species mitigation / conservation plan	No net loss of special-status plant species habitat Compliance with USFWS and/or CDFG requirements	Applicant

201

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>6-4a: Avoid and compensate for potential impacts to special-status branchiopods</p> <p>Protocol-level wet and dry season branchiopod surveys were completed in 2004-2005 for all parcels owned or controlled by the Applicant. Neither program-level parcels nor offsite portions of the Plan Area have been surveyed for special-status branchiopod species. No special-status branchiopods were observed in parcels owned or controlled by the Applicant (Helm, 2006).</p> <p>The presence of listed vernal pool branchiopods shall be assumed on all parcels containing appropriate habitat where protocol-level surveys have not been conducted. Compensation described in this mitigation measure shall be implemented or USFWS-protocol surveys for special-status branchiopods shall be conducted to determine presence or absence. If vernal pool branchiopods are present, or if special-status vernal pool branchiopods are assumed to be present, the habitat shall be avoided to the extent feasible. If avoidance is not feasible, compensation shall be provided at a ratio of 3 acres for every 1 acre affected (3:1). This ratio will include creation of 1 acre of vernal pool habitat for every 1 acre impacted (1:1) and preservation of 2 acres of vernal pools for every 1 acre impacted (2:1), as described in the USFWS programmatic biological opinion issued to the Corps for small impacts to listed branchiopods (USFWS, 1996). Mitigation for impacts to listed branchiopods would be implemented according to one of the following three options, to be determined and completed prior to impact: (1) participation in a USFWS approved mitigation bank; (2) off-site mitigation at a non-bank location approved by the USFWS; or (3) contribution to the USFWS Species Fund. In the event that protocol level surveys demonstrate the absence of listed vernal pool branchiopods in these off-site features, mitigation would not be required.</p>	Applicant	Planning Department Services Division	Prior to construction on parcels containing appropriate habitat where protocol-level surveys have not been conducted	Once per construction work package	<p>Vernal pool branchiopod habitat is protected if vernal pool branchiopods are present or assumed to be present</p> <p>If avoidance of vernal pool branchiopod habitat is not feasible, compensation is provided at a ratio of 3 acres for every 1 acre of affected habitat</p>	Applicant
<p>6-5a: Provide 100-foot buffer around Dry Creek during construction</p> <p>A minimum 100-foot-wide buffer shall be provided from the centerline of Dry Creek, within which construction and vegetation removal will be excluded, to minimize degradation of water quality and fish habitat in Dry Creek (General Plan Policy 6.A.1). The following allowable exceptions A-D listed under General Plan Policy 6.A.1 apply as appropriate to the construction of the proposed sewer force main and trail features:</p> <p>A. Reasonable use of the property would otherwise be denied;</p> <p>B. The location is necessary to avoid or mitigate hazards to the public;</p> <p>C. The location is necessary for the repair of roads, bridges, trails, or similar infrastructure; or</p> <p>D. The location is necessary for the construction of new roads, bridges, trails, or similar infrastructure where the County determines there is no feasible alternative and the project has minimized environmental impacts through project design and infrastructure placement.</p>	Applicant	Planning Department Services Division	Prior to construction potentially impacting Dry Creek	<p>Full-time daily monitoring during the initial grading and clearing phase of construction</p> <p>Weekly checks performed during the remainder of construction activities</p>	Impacts to Dry Creek are avoided	Applicant

202

MITIGATION MEASURES REQUIRING ONGOING MONITORING						
Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
6-5c: Implement Mitigation Measure 6-1c (Implement Best Management Practices to avoid wetland impacts during construction)	Monitoring as stated above for Mitigation Measure 6-1c					
<p>6-6a: Avoid potential impacts to western pond turtle</p> <p>The following measures to avoid impacts to the western pond turtle shall be implemented:</p> <ul style="list-style-type: none"> Construction shall be designed to avoid impacts to perennial streams and ponds that may be occupied by the western pond turtle, if feasible. If construction is required in perennial streams and ponds, a focused survey for the western pond turtle shall be conducted prior to approval of engineering plans. The survey is required to determine the presence or absence of this species on the properties surveyed. If pond turtles are observed on the properties surveyed, the location of these occurrences shall be mapped. A detailed mitigation and monitoring plan that provides for no net loss of western pond turtle or its habitat shall be developed and submitted to the CDFG. The proposed project will not be authorized to proceed until the Applicant has submitted a mitigation and monitoring plan to Placer County that has been approved by the CDFG. <p>If this species is not found on the surveyed property, no further studies or mitigation is required.</p>	Applicant	Planning Department Services Division	Prior to approval of engineering plans	<p>One focused survey for the species will be conducted prior to approval of engineering plans</p> <p>Full-time daily monitoring of occupied habitat during grading and clearing activities</p> <p>Weekly checks of occupied habitat during the remainder of construction activities</p>	<p>Impacts to the western pond turtle are avoided</p> <p>Compliance with CDFG requirements</p>	Applicant
6-7a: Implement Mitigation Measure 6-1a: Compensate for loss of jurisdictional wetlands in accordance with Corps Section 404 Permit and RWQCB requirements	Monitoring as stated above for Mitigation Measure 6-1a					
6-7b: Implement Mitigation Measure 6-1c: Implement Best Management Practices to avoid wetland impacts during construction	Monitoring as stated above for Mitigation Measure 6-1c					
<p>6-8a: Avoid potential impacts to special-status bat species</p> <p>Prior to construction, a qualified biologist shall survey any affected structures and trees for evidences of bat roosts (e.g., bat guano). If roosts are found, they shall be removed in April, September, or October in order to avoid the hibernation and maternity seasons. Appropriate exclusion methods will be used, as needed, during habitat removal. If bats must be excluded, the Applicant shall work with a qualified biologist to determine appropriate exclusion methods. If bats are found onsite and cannot be avoided, each Applicant/developer for construction projects within the Plan Area shall work with a qualified biologist to determine if additional mitigation, such as the construction of bat boxes, is appropriate. Determination of these additional measures will depend on the species present and their specific ecological preferences/requirements. Other steps could include improving other avoided bat habitat or designing new project elements such as bat-friendly road crossings. If no active bat roosts are found during focused surveys, no further mitigation will be required.</p>	Applicant	Planning Department Services Division	Prior to construction	Once per construction work package	Impacts to special-status bat species are avoided	Applicant

203

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>6-9a: Avoid potential impacts to the American badger</p> <p>For construction projects within the Plan Area, preconstruction surveys shall be implemented no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities or any project or program activity likely to impact potential American badger dens. If an active badger den is found, the CDFG shall be consulted to determine appropriate avoidance measures. Avoidance measures may include designation of an exclusion zone around potential badger dens during the breeding period and hand excavation of dens during the nonbreeding period. A qualified biologist will be present at the construction site to monitor any activities within 100 feet of an occupied den.</p>	Applicant	Planning Department Services Division	14 to 30 days prior to the beginning of ground disturbance and/or construction activities, or any project or program activity likely to impact potential American badger dens	Full-time daily monitoring while any activity is carried out within 100 feet of an occupied den Weekly monitoring during the remainder of the construction activities	Impacts to American badgers are avoided	Applicant
<p>6-10a: Compensate for loss of Swainson's hawk foraging habitat</p> <p>The CDFG shall be consulted to determine appropriate mitigation for loss of Swainson's hawk foraging habitat. The Applicant shall submit to the County documentation of the mitigation plan for Swainson's hawks as approved by CDFG. Mitigation shall include any offsite impacts as determined by the Applicant and CDFG based upon the final design of the offsite project components.</p> <p>CDFG considers loss of foraging habitat within a 10-mile radius of any active nest as an impact to this species. Implementation of the following measures would reduce the impact on foraging habitat of this species to a less-than-significant level.</p> <p>(i) Projects or related activities within 1 mile of an active nest tree shall provide mitigation as follows:</p> <p>A. Preserve 1 acre of habitat management lands for each acre of development authorized (1:1 ratio). At least 10 percent of the habitat management land requirements shall be met by fee title acquisition or a conservation easement allowing for the active management of the habitat, with the remaining 90 percent of the habitat management lands protected by a conservation easement on agricultural lands or other suitable habitats, which provide foraging habitat.</p> <p>or,</p> <p>B. Preserve 0.5 acre of habitat management land for each acre of development authorized (0.5:1 ratio) with the entire habitat management land requirement being met by fee title acquisition or with a conservation easement, which allows for the active management of the habitat for prey production.</p> <p>or,</p> <p>C. Acquire Swainson's hawk foraging habitat credits from a CDFG-approved mitigation bank at the ratios</p>	Applicant	Planning Department Services Division	Prior to construction, consultation with the CDFG will occur	Dependent upon consultation with CDFG	Compensation provided for loss of Swainson's hawk foraging habitat in accordance with CDFG requirements	Applicant

204

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>(ii) Projects within 5 miles of an active nest tree but greater than 1 mile from the nest tree shall provide 0.75 acre of habitat management land for each acre of urban development authorized or purchase the equivalent area from a CDFG-approved habitat conservation bank.</p> <p>(iii) Projects within 10 miles of an active nest tree but greater than 5 miles from an active nest tree shall provide 0.5 acre of habitat management land for each acre of urban development authorized (0.5:1 ratio) or purchase the equivalent area from a CDFG-approved habitat conservation bank.</p>						
<p>6-11a: Avoid potential impacts to breeding burrowing owls</p> <p>If construction is proposed during the burrowing owl breeding season (February 1 through August 31), focused surveys for active burrows shall be conducted within 30 days prior to the beginning of the construction activities. Surveys shall be conducted by a qualified biologist. If active nests are found, no construction activities shall take place within 250 feet of the nest until the young have fledged. Burrows that cannot be avoided shall be removed during the nonbreeding season (September 1 to January 31) in accordance with CDFG protocols (CDFG, 1995). If no active nests are found during focused surveys, no further mitigation will be required.</p> <p>If occupied burrows would be removed as a result of construction and there is suitable habitat in the Plan Area, onsite passive relocation shall be implemented. Owls will be excluded from the occupied burrows using one-way doors and allowed to occupy alternate natural or artificial burrows that are beyond 250 feet from the impact zone and that are within or contiguous to a minimum of 6.5 acres of potential foraging habitat for each pair of relocated owls. Relocation of owls should only be implemented during the nonbreeding season. Onsite preservation of foraging habitat adjacent to any relocated owls shall be protected in a conservation easement and managed to promote burrowing owl use of the site. CDFG approval would be required for the habitat conservation easement.</p> <p>If there is not suitable habitat on site, burrowing owl habitat mitigation credits shall be purchased from a conservation bank approved by the CDFG. Offsite habitat must provide suitable burrowing owl habitat. Land shall be purchased and /or placed in a conservation easement in perpetuity and managed to main suitable habitat. Offsite mitigation shall use the following ratios:</p> <p>(i) Replacement of occupied habitat with occupied habitat: 1.5 times 6.5 acres per pair or single bird (9.75 acres).</p> <p>(ii) Replacement of occupied habitat with habitat contiguous to currently occupied habitat: 2 times 6.5 acres per pair or single bird (13.0 acres).</p> <p>(iii) Replacement of occupied habitat with suitable unoccupied habitat: 3 times 6.5 acres per pair or single bird (19.5 acres).</p>	Applicant	Planning Department Services Division	Within 30 days of commencing construction	30 days prior to any new construction activity for any activity proposed during the burrowing owl breeding season, and annually thereafter so long as the construction activity is still in progress	Impacts to breeding burrowing owls are avoided	Applicant

205

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>6-12a: Prevent disturbance of nesting raptors</p> <p>If project or program activities occur are proposed during the breeding period of the Swainson's hawk or other nesting raptors (March 1 to September 15), a qualified biologist shall conduct pre-construction surveys within a 0.5-mile radius of the project, not more than two weeks prior to construction. Surveys shall be conducted using the guideline established in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000). If nesting Swainson's hawks or other raptors are found, project activities will be delayed within the following buffer distances until the young have fledged:</p> <ul style="list-style-type: none"> • Swainson's hawks – 1,300 feet (0.25 mile) • Other raptor species – 500 feet (0.10 mile) <p>Swainson's hawk nest sites within 0.5 mile of active construction will be monitored by a qualified biologist to evaluate whether the construction activities are disturbing nesting hawks. If the nesting birds appear distressed, the monitor shall halt all construction activities within 0.5 mile of the nest site and CDFG will be contacted to identify appropriate contingency measures. These measures might include limitations on the activities that would be allowed within 0.5 mile of the nest site or termination of all work within 0.5 mile of the nest site. All CDFG recommendations shall be complied with. If construction activities occur over more than 1 year, surveys will be conducted during each year of construction.</p> <p>If no active nests are identified during the preconstruction survey or if construction activities are proposed to occur during the nonbreeding season (September 16 through February 28), no preconstruction surveys or other mitigation measures for Swainson's hawk or other nesting raptors will be required.</p>	Applicant	Planning Department Services Division	Within 2 weeks of commencing construction	<p>Annual preconstruction survey will be completed for the duration of construction for any construction activities occurring between March 1 and September 15</p> <p>If nests are present: full-time daily monitoring during the initial grading and clearing phase of construction</p> <p>Weekly checks performed while active construction is within 0.5 mile of any nest site</p>	<p>Impacts to nesting raptors are avoided;</p> <p>Compliance with CDFG requirements</p>	Applicant
<p>6-13a: Comply with Placer County Tree Preservation Ordinance</p> <p>Mitigation for the loss of native trees in the Plan Area shall follow the policies and mitigation guidelines set forth in The Placer County Tree Preservation Ordinance found in Chapter 12, Article 12.16 of the Placer County Code. See Article 12.16 for details on protection, replanting and mitigation for removed trees.</p> <p>The replacement or replanting of trees for mitigation may occur within the open space areas of the Specific Plan area, with approval of the County. If a suitable area for replacement planting is not available, Placer County's Tree Preservation Ordinance allows mitigation in the form of a contribution to the Tree Preservation Fund. This contribution shall be in an amount sufficient to offset the costs of purchase, planting, and maintenance of all trees planted for mitigation as result of the project.</p>	Applicant	Planning Department Services Division	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan	Annually for 5 years	Compliance with the Placer County Tree Preservation Ordinance	Applicant

206

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>6-13b: Protect existing native trees not proposed for removal</p> <p>Native trees that are not planned for removal shall be preserved and protected per the Placer County Tree Preservation Ordinance, particularly Section 12.16.070, Item "D".</p>	Applicant	Planning Department Services Division	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan	Full-time daily monitoring during the initial grading and clearing phase of construction Weekly checks performed during the remainder of construction activities	Native trees not proposed for removal are protected Compliance with the Placer County Tree Preservation Ordinance	Applicant
<p>6-14a: Compensation for the removal of trees within the Doyle Ranch mitigation site</p> <p>The Applicant shall retain the services of a certified arborist to conduct a survey to determine the number and species of all trees that would be removed by the proposed project within the Doyle Ranch tree mitigation site. All impacted including trees measuring under 6 inches DBH, that were planted as mitigation for the Doyle Ranch project that are removed will be replaced at a ratio of 1.5 trees for every one mitigation tree removed (1.5:1), with the location subject to County approval. Removal of trees 6 inches or greater DBH shall be mitigated as required under the Placer County Tree Preservation Ordinance (Measure 6-13a) and are not subject to this mitigation measure.</p> <p>A certified arborist shall prepare a monitoring and management plan for replacement of the affected trees within the mitigation site or within the proposed open space within the Plan Area. The plan shall address planting techniques, proposed mitigation sites, monitoring requirements, management recommendations, and minimization and avoidance measures. All tree plantings shall be monitored annually for seven years post-planting to ensure that an 80 percent survival rate for the replanted trees is achieved over a seven-year period. During monitoring, the following information shall be evaluated: average tree height, percent canopy cover, and percent survival. A native tree mitigation and monitoring plan shall be submitted that includes a description of irrigation methods that will be used to ensure that saplings survive the first several years of growth. During the revegetation process, tree survival shall be maximized by using gopher cages, deer screens, regular maintenance, and replanting as needed. Monitoring reports shall be submitted to Placer County on an annual basis.</p>	Applicant	Planning Department Services Division	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan	Full-time daily monitoring during the initial grading and clearing phase of construction Weekly checks performed during the remainder of construction activities Annually (including monitoring and reporting) for 7 years post-planting	Compliance with the monitoring and management plan and the Placer County Tree Preservation Ordinance	Applicant

207

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>6-14b: Implement Mitigation Measure 6-1c (Implement Best Management Practices to avoid wetland impacts during construction)</p>	Monitoring as stated above for Mitigation Measure 6-1c					
<p>6-15a: Implement Mitigation Measure 6-1c (Implement Best Management Practices to avoid wetland impacts during construction)</p>	Monitoring as stated above for Mitigation Measure 6-1c					
<p>6-16a: Avoid degradation of sensitive aquatic resources due to floodplain excavation</p> <p>The following measures are proposed to reduce potential impacts to sensitive biological resources associated with excavation of floodplain basins within the Open Space areas to a less-than-significant level. Based on the potential for erosion of sediment into adjacent wetlands and aquatic habitats on the Dry Creek floodplain, excavation within the floodplain will be restricted to the dry season (June 1 to October 15). After establishment of finished grades, a native seed mix or native plants shall be installed throughout the area to establish native plant cover and reduce the potential for the establishment of invasive and exotic species. Installation of native seed mix or plants will protect the finished grade from erosion. The establishment of native plants will provide soil stability and would prevent erosion and therefore, deposition of sediments.</p> <p>The Applicant will monitor the performance of this mitigation measure by reviewing the revegetation within the disturbed floodplain areas every quarter for 1 year after installation of the plant material in order to document and identify any problem areas. If areas with unsuitable native plant coverage are observed, the Applicant will be responsible for the removal and or installation of additional plant material until such coverage is determined to be suitable to prevent erosion of sediment into adjacent wetland and aquatic habitats. No areas should contain more than 50 percent bare ground following 1 year of plant growth. Monitoring will be extended until all excavation areas determined to be stable. The Applicant will take all necessary measures to ensure that these areas would not adversely affect water quality in Dry Creek or its tributaries within the Plan Area.</p>	Applicant	Planning Department Services Division	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan	Full-time daily monitoring during the initial grading and clearing phase of construction Weekly checks performed during the remainder of construction activities Every quarter for 1 year after installation of plant material, or until all excavation areas determined to be stable	Impacts to wetlands and aquatic habitats on the Dry Creek floodplain are avoided All excavation areas are stabilized	Applicant
<p>6-16b: Implement Mitigation Measure 6-1c (Implement Best Management Practices to avoid wetland impacts during construction)</p>	Monitoring as stated above for Mitigation Measure 6-1c					
<p>6-17a: Protect existing elderberry shrubs</p> <p>Elderberry shrubs (the host plant for the valley elderberry longhorn beetle) were not found on parcels owned or controlled by the Applicant. One elderberry shrub was found outside of the parcels owned or controlled by the Applicant but within the study area. A focused survey for the host plant of the valley elderberry longhorn beetle shall be completed on all parcels not previously surveyed. The survey shall be completed prior to construction by a qualified biologist. If elderberry shrubs are found when surveys are completed, locations of these occurrences shall be mapped.</p>	Applicant	Planning Department Services Division	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential	Full-time daily monitoring during the initial grading and clearing phase of construction Weekly checks performed during the remainder of	Impacts to elderberry shrubs are avoided to the extent feasible	Applicant

208

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>If elderberry shrubs are identified the shrubs shall be avoided to the extent feasible. To avoid impacts to the host plant 4-foot tall, brightly colored (yellow or orange), synthetic mesh material or chain link fencing shall be installed a minimum of 100 feet from the dripline of avoided shrubs. Fencing shall be continuously maintained and shall be the responsibility of an onsite compliance officer designated by the developer. Fencing is to remain intact until construction is complete and may not be removed without the written consent of the County.</p>			<p>land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan on all parcels not previously surveyed</p>	<p>construction activities</p>		
<p>6-17b: Compensation for impacts to elderberry shrubs</p> <p>In instances where impacts to elderberry shrubs cannot be avoided, the following measure will be implemented:</p> <ul style="list-style-type: none"> All elderberry plants with one or more stems measuring 1.0 inch or greater in diameter at ground level that cannot be avoided will be transplanted to a conservation area. A detailed mitigation/conservation plan that includes long-term strategies to ensure no net loss of valley elderberry longhorn beetle habitat shall be developed in consultation with USFWS. <p>If elderberry shrubs are transplanted or if transplantation is not feasible, one of the following measures will be implemented:</p> <ul style="list-style-type: none"> Each elderberry stem measuring 1.0 inch or greater in diameter at ground level that is adversely affected (i.e., transplanted or destroyed) must be replaced, in the conservation area approved by the USFWS according to the ratios described in the USFWS conservation guidance on valley elderberry longhorn beetle (USFWS, 1999). Additional native plants shall be planted at a minimum ratio of one plant for every stem 1.0 inch in diameter or greater that would be affected. Stock of either seedlings or cuttings shall be obtained from local sources. Cuttings may be obtained from the plants to be transplanted if the source sites are in the vicinity of the USFWS-approved conservation area. Transplanted shrubs shall be monitored for 10 to 15 years as required by the USFWS 1999 guidance. A qualified biologist shall supervise all work involving encroachment, restoration or transplanting of elderberry shrubs. Elderberry mitigation credits from a USFWS-approved mitigation bank equivalent to the ratio shall be specified by the USFWS 1999 conservation guidelines. 	<p>Applicant</p>	<p>Planning Services Division Department</p>	<p>Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan</p> <p>Timing of transplant activities would occur when the plants are dormant, (between November and February 15)</p>	<p>In the event that plants are to be transplanted, a qualified biologist must be on-site for the duration of transplanting to ensure that no unauthorized take of the valley elderberry longhorn beetle occurs.</p> <p>Timing of monitoring of any transplanted stems to be developed in consultation with USFWS.</p>	<p>Compliance with mitigation / conservation plan and the USFWS' "Conservation Guidelines for the Valley Elderberry Longhorn Beetle" 9 July, 1999</p>	<p>Applicant</p>

209

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>6-18a: Complete formal wetland delineation, obtain Corps approval, and comply with Section 404 permit requirements prior to development of Plan Area parcels not owned or controlled by the Applicant</p> <p>A formal wetland delineation shall be conducted prior to development of any areas within the Plan Area where a wetland delineation has not been completed. This includes the following parcels: APN Nos. 023-200-019 (Riar/Singh), 023-200-027 (Roseville Public Cemetery), 023-221-054 (Pulte), 023-221-004 (Lund), and 023-221-007 (Park Arya). (A formal wetland delineation was conducted on parcel 023-220-053 (Elliott in 2005 (Gibson & Skordal, 2005). The owners of parcel 023-200-057 (Frisvold) submitted a jurisdictional wetland delineation report for this parcel in June 2006 (Gibson & Skordal, 2006b). A Clean Water Act Section 404 permit shall be acquired prior to any fill activities or discharges within jurisdictional wetlands.</p>	Applicant	Planning Department Services Division	Prior to development of any Plan Areas where a wetland delineation has not been completed	Once per construction work package	Compliance with Clean Water Act Section 404 permit requirements	Applicant
<p>6-18b: Implement Mitigation Measure 6-1a (Compensate for loss of jurisdictional wetlands in accordance with Corps Section 404 permit)</p>	Monitoring as stated above for Mitigation Measure 6-1a					
<p>6-18c: Implement Mitigation Measure 6-1c (Implement Best Management Practices to avoid wetland impacts during construction)</p>	Monitoring as stated above for Mitigation Measure 6-1c					
Cultural Resources						
<p>7-1a: Cap resource area with layer of soil prior to construction</p> <p>Potentially unique archaeological resources will be capped with soil prior to construction in the area except in locations in which such capping would be infeasible due to project design. An acceptable process of "capping" archaeological resources with soil must include the following elements:</p> <ul style="list-style-type: none"> • The soils to be covered must not suffer serious compaction; • The covering materials must not be chemically active; • The site must be one in which the natural process of deterioration have been arrested; and • The site must have been recorded, including the areal extent of subsurface deposits. 	Applicant	Planning Services Division Department	Prior to construction	At least weekly during construction	Potentially unique archaeological resources are protected	Applicant

216

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>7-1b: Conduct subsurface testing</p> <p>A qualified professional archaeologist shall be retained to conduct subsurface testing at potentially important known archaeological sites. As it has not been determined if the known sites within the Specific Plan Area are eligible for inclusion to either the NRHP or CRHR, subsurface testing (i.e., resource evaluation) should be initiated for sites when construction is to occur within 100 feet of the resource and where Mitigation Measure 7-1a proves infeasible. Subsurface testing should also be implemented if culturally significant materials (i.e., unique archaeological resources or historical resources) are inadvertently exposed during construction.</p> <p>Subsurface testing procedures could involve shovel testing, augering, or other such techniques designed to identify and/or characterize subsurface archaeological deposits. If a resource is determined to be important under CEQA (i.e., because it is a unique archaeological resource or an historical resource), then Mitigation Measure 7-1c must also be implemented.</p>	Applicant	Planning Services Division Department	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan if Mitigation Measure 7-1a proves infeasible and construction is to occur within 100 feet of known resources	Whenever construction is to occur within 100 feet of the resource, or if culturally significant materials are inadvertently exposed during construction	Important archaeological resources are protected	Applicant
<p>7-1c: Conduct data recovery excavation</p> <p>A qualified professional archaeologist shall be retained to conduct data recovery excavation. This mitigation measure will be implemented as an alternative to Mitigation Measures 7-1a at cultural resource sites determined to be eligible for inclusion in either the NRHP or CRHR.</p> <p>In compliance with CEQA, implementation of this mitigation measure would entail preparation and adoption of a data recovery plan that makes provisions for adequately recovering the scientifically consequential information from and about the resource. The data recovery plan must be prepared and adopted prior to commencing any excavation activities.</p>	Applicant	Planning Services Division Department	Prior to commencing any excavation activities within the 100-year floodplain of Dry Creek	All activity to occur prior to commencing any excavation activities	Compliance with data recovery plan	Applicant

211

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>7-2a: Comply with the recommendations of a qualified professional archaeologist if cultural resources are inadvertently exposed during construction</p> <p>In the event of the discovery of buried archaeological artifacts, exotic rock (non-native), or unusual amounts of shell or bone, it is recommended that project activities in the vicinity of the find be immediately stopped and a qualified professional archaeologist consulted to assess the resource and provide proper management recommendations. If the find is determined to be a historical or unique archaeological resource, contingency funding and a time allotment to allow for implementation of avoidance measures or appropriate mitigation shall be made available, as provided in Section 15064.5 of the CEQA Guidelines. In addition, the Placer County Planning Services DivisionDepartment and Department of Museums must also be contacted. The Native American Heritage Commission and the local Native American community (including the United Auburn Indian Community of the Auburn Rancheria) will be consulted as appropriate. If the discovery includes human remains, the Placer County Coroner must also be contacted. Work in the area may only proceed after authorization is granted by the Placer County Planning Department <u>Services Division</u>. All construction and improvement plans for subsequent development within the Plan Area involving ground disturbance shall include these provisions. The archaeologist shall evaluate any potential effects on any historical resource or unique archaeological resource, and where such effects would be significant, shall recommend potential mitigation to the County for its consideration. The County will assess the feasibility of any proposed mitigation (e.g., avoidance of the historical resource) and impose the mitigation where feasible in light of factors such as the nature of the find, project design, costs, Specific Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.</p>	Applicant	Planning <u>Services Division</u> Department	During construction	At least weekly during construction Submit weekly reports to the Planning <u>Services Division</u> Department	Important archaeological resources are protected; or avoidance measures are implemented; or mitigation is provided	Applicant
<p>7-2b: Implement Mitigation Measure 7-1b (Conduct subsurface testing)</p>	Monitoring as stated above for Mitigation Measure 7-1b					
<p>7-2c: Implement Mitigation Measure 7-1c (Conduct data recovery excavation)</p>	Monitoring as stated above for Mitigation Measure 7-1c					

212

Riolo Vineyard Specific Plan

Mitigation Monitoring and Reporting Program

<p>7-3a: Retain a qualified professional paleontologist to conduct periodic construction monitoring during grading activities and salvage fossils as necessary</p> <p>A professional paleontologist shall be retained to develop and implement a plan for managing paleontological resources and periodic monitoring of grading activities for any areas of disturbance within the 100 year floodplain of Dry Creek. The plan shall also include provisions for salvaging fossils, as necessary. The plan shall also include the timing and extent of monitoring needed. A copy of the plan shall be provided to the Placer County Planning <u>Department Services Division</u> prior to any grading occurring within the 100 year floodplain of Dry Creek.</p>	Applicant	Planning Department Services Division	Prior to grading within the 100-year floodplain of Dry Creek	As indicated in the paleontological resources management plan	<p>Paleontological resources are protected and/or salvaged</p> <p>Compliance with paleontological resources management plan</p>	Applicant
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213

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>7-3b: If paleontological resources are identified at a particular site, the project manager shall cease operation until a qualified professional can provide an evaluation</p> <ol style="list-style-type: none"> Identify and evaluate paleontological resource by intense field survey where impacts are considered high; Assess effects on identified sites; Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; Obtain comments from the researchers; and Comply with researchers' recommendations to address any significant adverse effects where determined by the County to be feasible. <p>In considering any suggested mitigation proposed by the consulting paleontologist, Placer County Planning Department Services Division staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.</p>	Applicant	Planning Department Services Division	During construction, as resources are identified	During construction, as resources are identified	Important paleontological resources are protected; or avoidance measures are implemented; or mitigation is provided	Applicant
Visual Resources						
<p>8-1a: Limit construction activities in the vicinity of the Roseville Cemetery</p> <p>In order to minimize potential visual quality construction impacts to the Roseville Cemetery, construction activities in the vicinity of the cemetery shall be restricted to the shortest feasible period of time. If staging in vicinity of the cemetery is unavoidable, temporary visual screening will be installed between the cemetery and staging area.</p>	Applicant	Planning Department Services Division	Prior to improvement plan approval, final subdivision map recordation (not including a large-lot final map that results in no disturbance of any existing natural condition), or as a condition of project-level discretionary approval for non-residential land uses that do not require a tentative subdivision map, as well as prior to development of any off-site infrastructure project associated with the Specific Plan in the vicinity of the Roseville Cemetery	During construction activities in the vicinity of the Roseville Cemetery	Visual quality construction impacts to the Roseville Cemetery are minimized	Applicant

217

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>8-1b: Replace visual and glare screening of adjacent residences affected by project road-related construction</p> <p>To mitigate the loss of existing screening from road-related construction on adjacent residences, such screening shall be replaced in kind with replacement shrub and tree planting and other screening measures sufficient to provide screening of headlight glare and increased visual exposure in the shortest feasible time (no more than 3 to 5 years).</p>	Applicant	Planning Department Services Division	Once project road-related construction is completed	Monitor annually for 5 years	Screening of adjacent residences removed during road-related construction is replaced in kind	Applicant
<p>8-1c: Replace/plant native oaks within roadway rights-of-way and at gateway features</p> <p>Replacement planting with nonnative tree species would compensate for project-related loss of vegetation in general, but would result in a change of character from the strong community visual image of existing native oaks. In order to provide both short-term mitigation for tree loss and long-term restoration of the existing native-oak image, landscaping in the landscape corridors along the site boundaries and at gateways/ entrances shall consist of a combination of fast-growing ornamental orchard species (flowering fruit trees) to provide short-term mitigation and native oaks to provide long-term restoration of community character. Native oaks shall be preserved wherever feasible.</p>	Applicant	Planning Department Services Division	During construction of landscape corridors	Monitor annually for 5 years	Native oaks preserved wherever feasible; otherwise, mitigated with replacement planting	Applicant
<p>8-2c: Implement Mitigation Measure 8-1c (Replace/plant native oaks within roadway rights-of-way and at gateway feature)</p>	Monitoring as stated above for Mitigation Measure 8-1c					
<p>8-3a: Provide a visual buffer between cemetery and adjacent homes</p> <p>Under Mitigation Measure 8-3a, oak trees and other large-scale vegetation compatible with the existing cemetery landscape shall be planted to form a visual buffer between the cemetery and proposed residences to the east and south, sufficient to completely screen views of residences from the cemetery in the long term. In order to provide adequate mitigation in the short term, large-scale, fast-growing shrubs shall also be planted in the buffer area to provide screening within a short period of time; this buffer would then be enhanced over the long term with maturation of oaks and other trees. Newly planted trees in the buffer area shall be monitored for 5 years. All new plantings will be irrigated for the first 2 years of growth to ensure successful establishment. Alternative visual buffer designs would be considered as part of the design review process for individual projects. Any alternative would need to achieve the above objectives, which include completely screening views of surrounding residences, and compatibility with the existing cemetery landscape. An alternative design may include a masonry wall with landscaping to soften the effect of the wall.</p>	Applicant	Planning Department Services Division	Coincident with completion of construction in the vicinity of the Roseville Cemetery	Monitor annually for 5 years	A visual buffer is provided between the cemetery and proposed residences in the short term	Applicant

215

MITIGATION MEASURES REQUIRING ONGOING MONITORING						
Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>8-5b: Provide landscaped buffer plantings around substation</p> <p>To minimize adverse impacts of the proposed substation to viewers on Walerga Road and from adjacent residences, landscaped buffer areas shall be established between the substation parcel, the roadway, and to adjacent residences. Buffer areas shall be of sufficient area to allow planting of screening trees. Trees be planted shall be of sufficient height and density to provide substantial visual screening of the taller substation components over the long term, as seen from both Walerga Road and adjacent residences.</p>	SMUD	Planning Department Services Division	Coincident with completion of construction of substation	Monitor annually for 5 years	A visual buffer is provided around the substation to screen it from Walerga Road and adjacent residences	SMUD
Air Quality						
<p>10-1a: Prepare and implement emission control/dust control measures</p> <p>The Applicant shall submit to the PCAPCD and receive approval of a Construction Emission/Dust Control Plan prior to groundbreaking. This plan must address the minimum Administrative Requirements found in Sections 300 and 400 of District Rule 228, Fugitive Dust (www.placer.ca.gov/airpollution/airpolut.htm).</p> <p>The Applicant shall have a pre-construction meeting for grading activities for 20 or more acres to discuss the construction emission/dust control plan with employees and/or contractors and the District is to be invited.</p> <p>The Applicant shall suspend all grading operations when fugitive dust exceeds District Rule 228 fugitive dust limitations. An Applicant representative, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate compliance with Rule 228. This requirement for a VEE is for projects grading 20 or more acres in size regardless in how many acres are to be disturbed daily.</p> <p>It is to be noted that fugitive dust is not to exceed 40 percent opacity and not to go beyond the property boundary at any time. If lime or other drying agents are used to dry out wet grading areas, they shall be controlled so as not to exceed District Rule 228 fugitive dust limitations.</p>	Applicant	Placer County Air Pollution Control District	Prior to construction	<p>Daily during grading activities</p> <p>Submit weekly reports to Placer County Air Pollution Control District</p>	<p>All dust control measures are implemented</p> <p>Fugitive dust emissions comply with District Rule 228</p>	Applicant

216

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>10-1b: Provide PCAPCD with a list of construction equipment and anticipated construction timeline</p> <p>The PCAPCD shall be provided with a list of construction equipment and anticipated construction timeline for each project. The prime contractor for each construction project shall submit to the PCAPCD a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. The PCAPCD shall be provided with the anticipated construction timeline for each project including start date, and name and phone number of the project manager and onsite foreman. A plan for each project shall be submitted for approval by the PCAPCD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent NO_x reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The PCAPCD should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. During smog season (May through October), the construction period shall be lengthened so as to minimize the number of vehicles and equipment operating at the same time. Contractors can access the Sacramento Metropolitan AQMD's web site to determine if their off-road fleet meets the requirements listed in this measure (http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls).</p>	Applicant	Placer County Air Pollution Control District	Prior to construction	Weekly during construction Submit weekly reports to Placer County Air Pollution Control District	Compliance with Placer County Air Pollution Control District requirements for heavy-duty off-road equipment	Applicant
<p>10-1c: Maintain construction equipment and vehicles</p> <p>Construction equipment and vehicles shall be maintained for each project. Construction equipment exhaust emissions shall not exceed PCAPCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours. An Applicant/developer representative (CARB-certified to perform visible emissions evaluations) shall routinely evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size regardless of how many acres are to be disturbed daily.</p>	Applicant	Placer County Air Pollution Control District	Upon initiation of construction	Weekly during construction Submit weekly reports to Placer County Air Pollution Control District	Compliance with PCAPCD Rule 202 Visible Emission Limitations	Applicant
<p>10-1d: Minimize idling time for diesel-powered equipment</p> <p>Idling time for all diesel-powered equipment shall be minimized to 5 minutes.</p>	Applicant	Placer County Air Pollution Control District	Upon initiation of construction	Weekly during construction Submit weekly reports to Placer County Air Pollution Control District	Idling of all diesel-powered equipment does not exceed 5 minutes	Applicant

27

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>10-1e: No open burning of removed vegetation For each project, the contract language shall stipulate that contractors shall not engage in open burning of removed vegetation. Vegetative material shall be chipped, delivered to waste to energy facilities [delivered to waste energy facilities], or disposed at an appropriate disposal site.</p>	Applicant	Placer County Air Pollution Control District	Prior to construction	Weekly during grading activities	Removed vegetation is not openly burned	Applicant
<p>Soils, Geology, and Seismicity</p>						
<p>12-1b: Comply with the County Grading Ordinance All proposed grading, drainage improvements, vegetation, and tree removal shall be shown on the proposed project's Improvement Plans, and all work shall conform to provisions of the County Grading Ordinance (Ref. Article 15.48, Placer County Code) that is in effect at the time of submittal. No grading, clearing, or tree disturbance shall occur until the Improvement Plans are approved and all temporary construction fencing has been installed and inspected by a member of the DRC. All cut/fill slopes shall be at a maximum of 2:1 (horizontal:vertical) unless a soils report supports a steeper slope and the ESD concurs with said recommendation. The Applicant shall revegetate all disturbed areas. Revegetation undertaken from April 1 to October 1 shall include regular watering to ensure adequate growth. A winterization plan shall be provided with project Improvement Plans. It will be the Applicant's responsibility to ensure proper installation and maintenance of erosion control/winterization during project construction. Where soil stockpiling or borrow areas are to remain for more than one construction season, proper erosion control measures shall be applied as specified in the Improvement Plans/Grading Plans. Where roadside drainage is off of the pavement, erosion control shall be provided for to the satisfaction of the ESD. The Applicant shall submit to the ESD a letter of credit or cash deposit in the amount of 110 percent of an approved engineer's estimate for winterization and permanent erosion control work, prior to Improvement Plan approval, to guarantee protection against erosion and improper grading practices. Upon the County's acceptance of improvements and satisfactory completion of a one-year maintenance period, unused portions of this deposit will be refunded to the Applicant or authorized agent. If at any time during construction a field review by County personnel indicates a significant deviation from the proposed grading shown on the Improvement Plans, specifically with regard to slope heights, slope ratios, erosion control, winterization, tree disturbance, and/or pad elevations and configurations, the plans shall be reviewed by the DRC/ESD for a determination of substantial conformance to the project approvals prior to any further work proceeding. Failure of the DRC/ESD to make a determination of substantial conformance may serve as grounds for the revocation/modification of the project approval by the appropriate hearing body (Placer County Community Development Resource Agency, 2006). The project's erosion control plan shall indicate that proper control of siltation, sedimentation, and other pollutants will be implemented in accordance with National Pollutant Discharge and Elimination System (NPDES) permit requirements and County ordinance standards. The plan shall propose best management practices (BMPs) to reduce erosion and water quality degradation during construction to the maximum extent practicable.</p>	Applicant	Department of Public Works Engineering and Surveying Division	Prior to approval of improvement plans	Daily during grading, drainage improvements, vegetation and tree removal Maintenance for 1 year after construction	Compliance with the County Grading Ordinance	Applicant

218

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>12-3d: Prepare and implement stormwater pollution prevention plan for construction</p> <p>For all construction activities that will disturb 1 or more acre of land, a stormwater pollution prevention plan (SWPPP) for the construction phase must be prepared and implemented.</p> <p>The SWPPP will include development of site-specific structural and operational BMPs to prevent and control impacts to runoff quality, measures to be implemented before each storm event, inspection and maintenance of BMPs, and monitoring of runoff quality by visual and/or analytical means. The contents of the SWPPP are set forth in detail in the permit application package. BMPs shall be designed according to the California Stormwater Quality Association Stormwater Best Management Practice Handbooks for Construction (or other similar source as approved by the DPW). BMPs for the proposed project include, but are not limited to, silt fencing (Sediment Control SE -1), straw bale barriers (Sediment Control SE-9), fiber rolls (Sediment Control SE-5), storm drain inlet protection (Sediment Control SE-10), hydraulic mulch (Erosion Control EC-3), and stabilized construction entrance (Tracking Control TR-1). The SWPPP shall also include erosion control measures, to be implemented during construction, that conform to the NPDES, Storm Drain Standards, and local standards.</p>	Applicant	<p><u>Engineering and Surveying Division</u> Department of Public Works</p>	Prior to approval of improvement plans	Daily during construction	Compliance with stormwater pollution prevention plan	Applicant
Hydrology and Water Quality						
13-1a: Implement Mitigation Measure 12-1b (Comply with County Grading Ordinance)	Monitoring as stated above for Mitigation Measure 12-1b					
13-1c: Implement Mitigation Measure 12-3d (Prepare and implement stormwater pollution prevention plan for construction)	Monitoring as stated above for Mitigation Measure 12-3d					
<p>13-4c: Maintain BMPs</p> <p>Storm drainage from impervious surfaces proposed with the project shall be collected and routed through specially designed catchbasins, vegetated swales, vaults, infiltration basins, water quality basins, filters, etc., for entrapment of sediment, debris, and oils/greases or other identified pollutants, as approved by the Placer County ESD. The Applicant shall provide for the establishment of vegetation, where specified, by means of proper irrigation, for effective performance of BMPs. Contractual evidence of a monthly parking lot sweeping and vacuuming, and catch basin cleaning program shall be provided to ESD upon request. Failure to do so will be grounds for discretionary permit revocation. Maintenance of BMP facilities shall be provided by the project owners/permittees for each future construction project within the Plan Area unless, and until, a County Service Area is created and said facilities are accepted by the County for maintenance. Prior to approval of improvement plans, final maps shall show easements to be created and offered for dedication to the County for maintenance and access to these facilities in anticipation of possible County maintenance. No water quality facility construction shall be permitted within any identified wetlands area, floodplain, or right-of-way, except as authorized by project approvals or subsequent amendments approved by the County.</p>	Applicant	Environmental Health Division	Prior to approval of improvement plans	Weekly during construction	Compliance with BMPs for storm drainage	Applicant

219

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>13-8a: Implement Mitigation Measures 12-3d (Prepare and implement stormwater pollution prevention plan for construction), 13-4b (Prepare site-specific BMP plan), 13-4c (Maintain BMPs), and 14-4a (Design onsite and offsite pipelines to have watertight joints in accordance with Placer County standards if recycled water line is located along Dry Creek)</p> <p>Mitigation Measure 12-3d is described in Section 12.4. Mitigation Measures 13-4b and 13-4c are described in Section 13.4. Mitigation Measure 14-3a is described in Section 14.4.</p>	<p>Monitoring as stated above for Mitigation Measures 12-3d and 13-4c. As stated above, Mitigation Measures 13-4b and 14-4a will be monitored through County staff verification of required approvals.</p>					
<p>Hazards and Hazardous Materials</p>						
<p>15-1a: Comply with Placer County EHS and Fire Department requirements</p> <p>Each phase of construction within the Riolo Vineyard specific plan area shall comply with Placer County EHS and Fire Department requirements for temporary storage of combustible/flammable liquids at construction sites.</p> <p>These requirements include inspection to verify maintenance of a vegetation break and identification of emergency shutoff valves and switches. If electrical connections are provided to these facilities, the County will additionally require permitting through the County Building Department.</p>	Applicant	Environmental Health Division and Placer County Fire Department	During construction	Weekly during construction	Compliance with County requirements for temporary storage of combustible/flammable liquids at construction sites	Applicant
<p>15-1b: Comply with Placer County EHS requirements regarding releases of hazardous materials</p> <p>Each future construction project within the Riolo Vineyard specific plan area shall comply with Placer County EHS requirements for reporting releases of hazardous materials.</p> <p>If a release of hazardous materials should occur, it will be contained and immediately reported to the County EHS. Impacted soil shall be excavated and disposed as required by the agency with regulatory jurisdiction.</p>	Applicant	Environmental Health Division and Placer County Fire Department	During construction	Weekly during construction	Compliance with County requirements for reporting releases of hazardous materials	Applicant
<p>15-2b: Remove debris and report possible contamination to DTSC</p> <p>Partial removal of debris has already occurred on certain parcels (Ramcon, 2004a and 2005b). During future construction, projects within the Riolo Vineyard specific plan area shall include removal of debris and reporting of any possible contamination to DTSC in their construction contracts.</p> <p>Prior to initiating construction, all abandoned refuse on the site shall be removed and disposed of appropriately. Construction contract specifications shall require that during the course of construction of any individual project within the boundaries of the Riolo Vineyard Specific Plan, if evidence of soil and/or groundwater contamination with hazardous material (i.e., soil staining, unusual odors) is encountered, the Applicant shall stop work and immediately contact the DTSC and/or RWQCB. If such a condition is identified, then (1) the condition shall be resolved (i.e., through soil excavation, remediation, covering, or other method) to the satisfaction of DTSC and/or the RWQCB, and (2) construction activities shall not commence until the DTSC and/or RWQCB issue a letter of authorizing such activities.</p>	Applicant	DTSC	Prior to construction activities disturbing sites identified as potentially contaminated	As required by DTSC	Compliance with DTSC requirements for removing debris and reporting possible contamination	Applicant

220

MITIGATION MEASURES REQUIRING ONGOING MONITORING

Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>15-2c: Implement Preliminary Endangerment Assessment in accordance with DTSC protocols</p> <p>A Preliminary Endangerment Assessment (PEA) will be conducted in accordance with DTSC protocols prior to grading or other earth-moving activities to address the potentially significant health and environmental risks associated with the current concentrations of arsenic detected in the soils assessments conducted for the project site that are above the most recently developed PRGs. DTSC will evaluate the PEA as part of the Voluntary Cleanup Agreement and provide additional project-specific requirements.</p>	Applicant	DTSC	Prior to construction, if required by DTSC	As required by DTSC	Compliance with Preliminary Endangerment Assessment and DTSC requirements	Applicant
<p>15-3a: Abandon onsite wells in accordance with local and state regulations</p> <p>The Applicant shall ensure that unused wells on the site are closed in accordance with local and state regulations prior to initiating any construction activities. A permit for well destruction shall be obtained from the Placer County EHS and a licensed contractor shall perform the work, as required. The abandonment of the onsite wells would need to occur prior to occupancy of development within the project phase containing the well site in question.</p>	Applicant	Environmental Health Division	Prior to construction	Prior to occupancy	Compliance with local and state regulations	Applicant
<p>15-5a: Avoid occurrence of standing water during construction</p> <p>During construction, all grading shall be performed in a manner to prevent the occurrence of standing water or other areas suitable for breeding of mosquitoes and other disease vectors. Direct pumping and/or ditching will be used to reduce to the amount of standing water or reduce the length of time water can stand in low areas following rainfall events. The target holding period is 72 hours, which is consistent with guidelines being developed by the Placer County Mosquito Abatement and Vector Control District (Scott, 2007).</p>	Applicant	Environmental Health Division	During construction	Weekly during construction	The amount of standing water or the length of time water can stand in low areas following rainfall is minimized	Applicant
<p>15-8a: Conduct Phase I Environmental Site Assessments on program-level parcels proposed for development, and comply with Placer County requirements for remediation, if required</p> <p>For each program-level parcel proposed for development, properties not previously evaluated with a current Phase I ESA may be required to complete an ESA determined by Environmental Health Services. If past uses are disclosed that could have resulted in persistent contamination, then soil sampling shall be conducted within appropriate areas according to guidelines developed by the DTSC Phase II Environmental Site Assessment and/or equivalent protocol.</p> <p>The site investigation including sampling shall be conducted by a California registered environmental professional, performed with oversight from Placer County Environmental Health Services, in accordance with applicable permits. As a result of soil investigation, a limited and restricted area of contamination may be identified and judged suitable for simple removal. If</p>	Applicant	Environmental Health Division and DTSC	Prior to construction	Prior to occupancy	Compliance with Placer County requirements for remediation if required	Applicant

221

MITIGATION MEASURES REQUIRING ONGOING MONITORING						
Mitigation Measure	Individual Responsible for Monitoring and/or Reporting	Individual or Organization Responsible for Verifying Compliance	Timing of Initial Action	Frequency and Duration of Monitoring	Performance Criteria	Proposed Funding
<p>this is the case, remediation will be required to meet state and County regulations. If a result of soil investigation, widespread residual concentrations of chemicals or other contaminants maybe identified at levels where they individually or in combination meet or exceed U.S. EPA, California EPA Preliminary Remediation Goals, or equivalent screening levels, a risk assessment will be required. Risk assessments shall include a DTSC Preliminary Endangerment Assessment or no further action determination, or equivalent.</p> <p>Any remedial action indicated by a risk assessment shall be completed and certified. Remediation shall include a DTSC Remedial Action Workplan, or equivalent, and involve a range of activities, including deed restrictions, soil excavation and offsite disposal, or encapsulation away from sensitive receptors in the Specific Plan Area.</p>						
<p>15-8c: Implement Mitigation Measure 15-2b (Remove debris and report possible contamination to Placer County EHS)</p>	Monitoring as stated above for Mitigation Measure 15-2b					

222

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Ramcon (Ramcon Engineering & Environmental Contracting), 2005b. *Remediation Summary-Debris Dump Clean-Up, former Tim and Don Riolo Properties*, APNs 023-200-051 and -053, PFE Road, Placer County, California, Ramcon Project No. 1348. January 24.

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