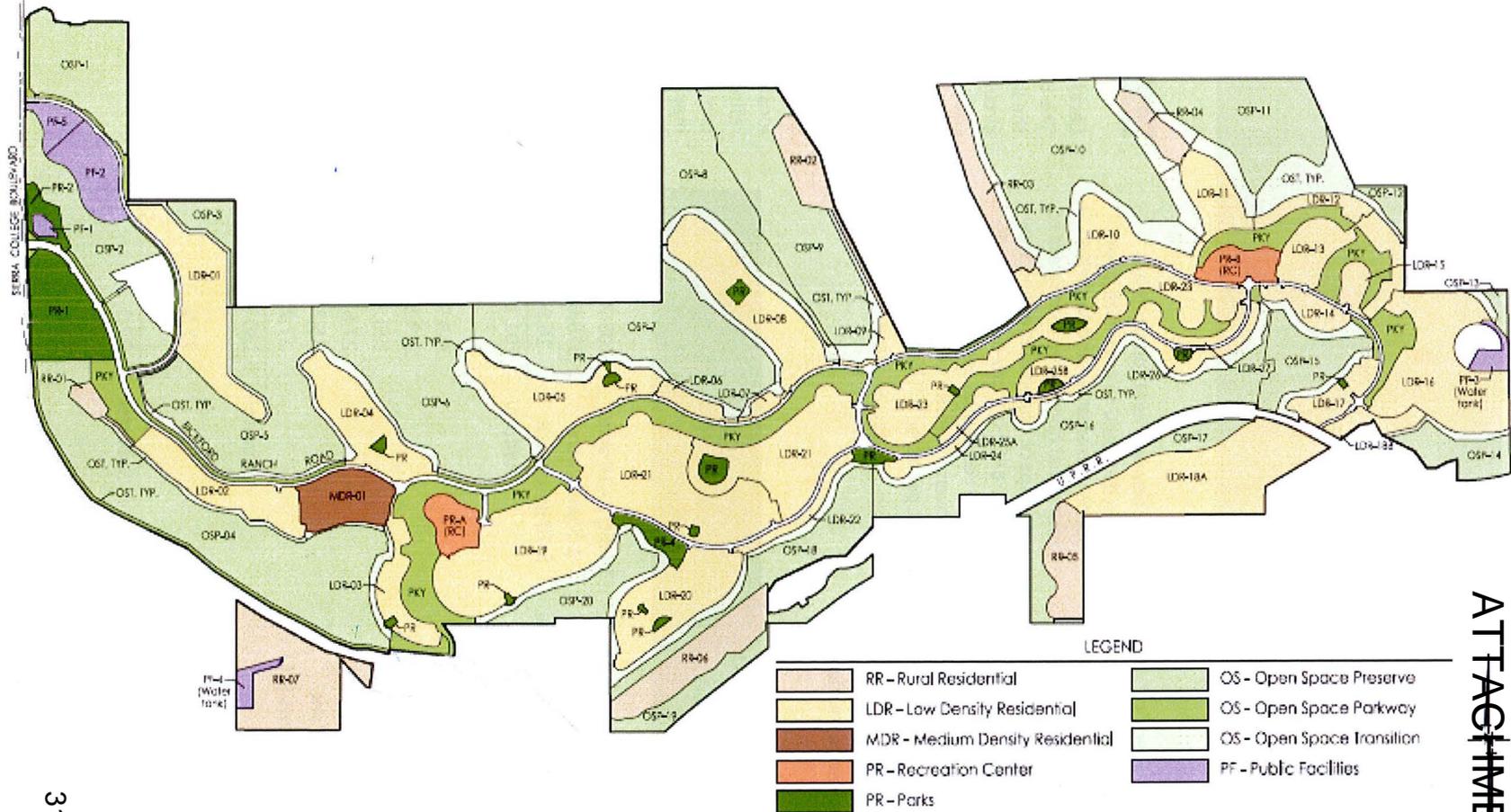
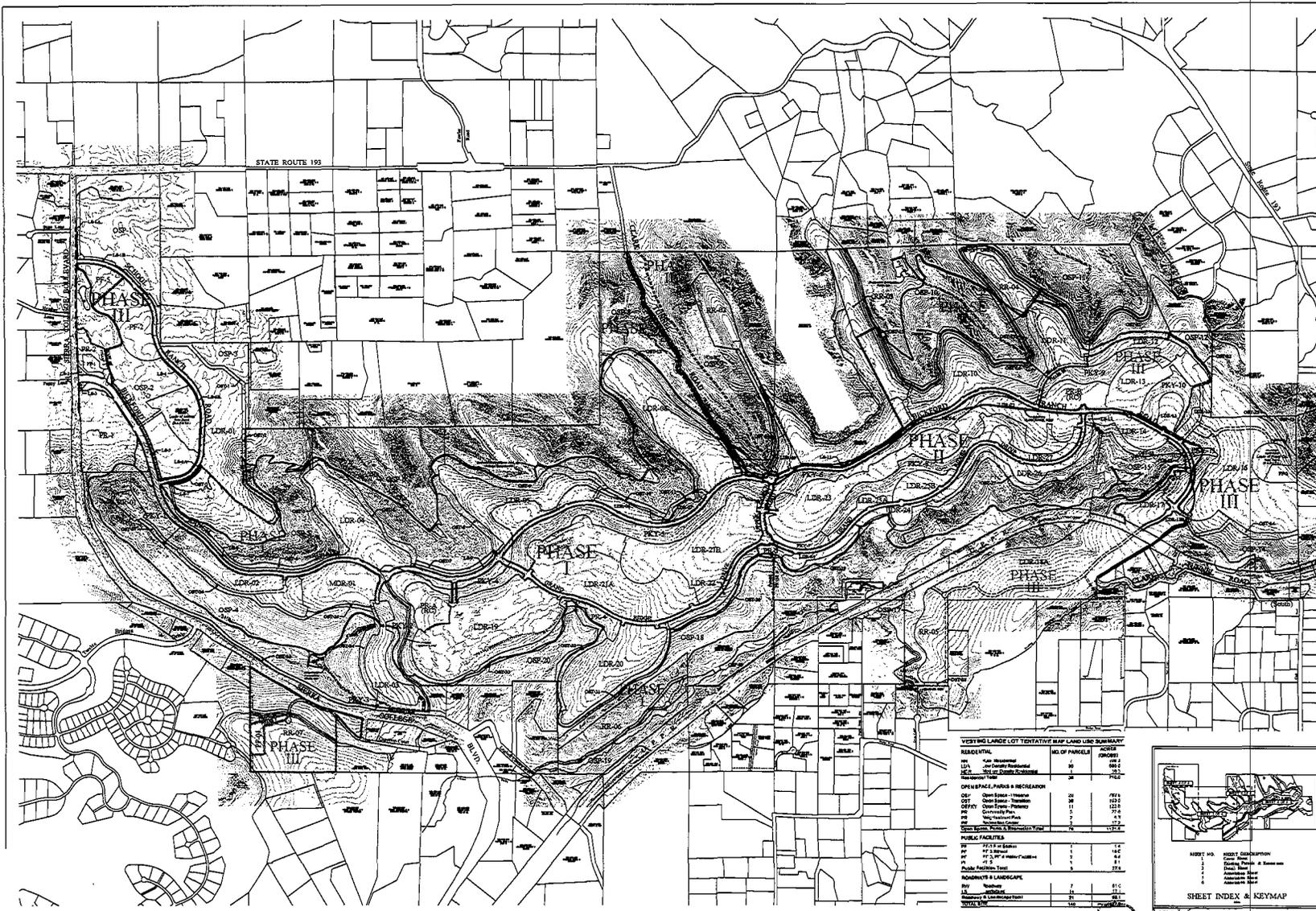


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LEGEND

- | | |
|--|--|
|  RR - Rural Residential |  OS - Open Space Preserve |
|  LDR - Low Density Residential |  OS - Open Space Parkway |
|  MDR - Medium Density Residential |  OS - Open Space Transition |
|  PR - Recreation Center |  PF - Public Facilities |
|  PR - Parks | |



TENTATIVE MAP INFORMATION

DATE: 10/23/15
 COUNTY: PLACER
 SHEET: 1 OF 1
 PROJECT: BICKFORD RANCH
 PREPARED BY: [Firm Name]
 CHECKED BY: [Firm Name]
 APPROVED BY: [Firm Name]

- TENTATIVE MAP NOTES**
1. This map is a tentative map and is not to be used for any purpose other than the one for which it is prepared.
 2. The map is based on the information provided by the applicant and is not to be used for any purpose other than the one for which it is prepared.
 3. The map is based on the information provided by the applicant and is not to be used for any purpose other than the one for which it is prepared.
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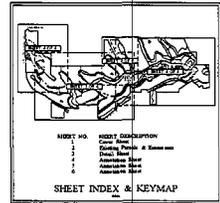
TENTATIVE MAP STATEMENT

I, the undersigned, being a duly licensed and qualified professional engineer, do hereby certify that the above map is a true and correct copy of the original map as shown to me by the applicant, and that the same is in accordance with the provisions of the laws of the State of California, and that the same is a true and correct copy of the original map as shown to me by the applicant, and that the same is in accordance with the provisions of the laws of the State of California.



VESTING LARGE LOT TENTATIVE MAP LAND USE SUMMARY

RESIDENTIAL	AC. OF PARCELS	ACRES
Single-Family Residential	10	100.0
Multi-Family Residential	0	0.0
Other Residential	0	0.0
Total Residential	10	100.0
CREWSPACE, PAVES & RECREATION		
Open Space - Meadow	20	76.0
Open Space - Transition	20	122.0
Open Space - Pasture	11	122.0
Convenience Store	0	0.0
Other	0	0.0
Total Crewspace, Paves & Recreation	51	320.0
PUBLIC FACILITIES		
Public Facility	0	0.0
Public Facility	0	0.0
Public Facility	0	0.0
Total Public Facilities	0	0.0
INDUSTRY & LANDSCAPE		
Industry	0	0.0
Industry	0	0.0
Industry	0	0.0
Total Industry & Landscape	0	0.0
TOTAL	61	620.0



COVER SHEET TENTATIVE MAP

Bickford Ranch

Mapsheet Commission
 County of Placer, California

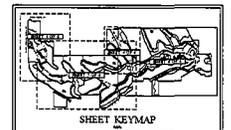
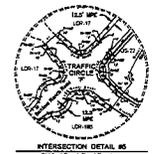
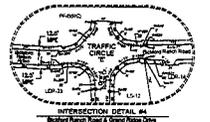
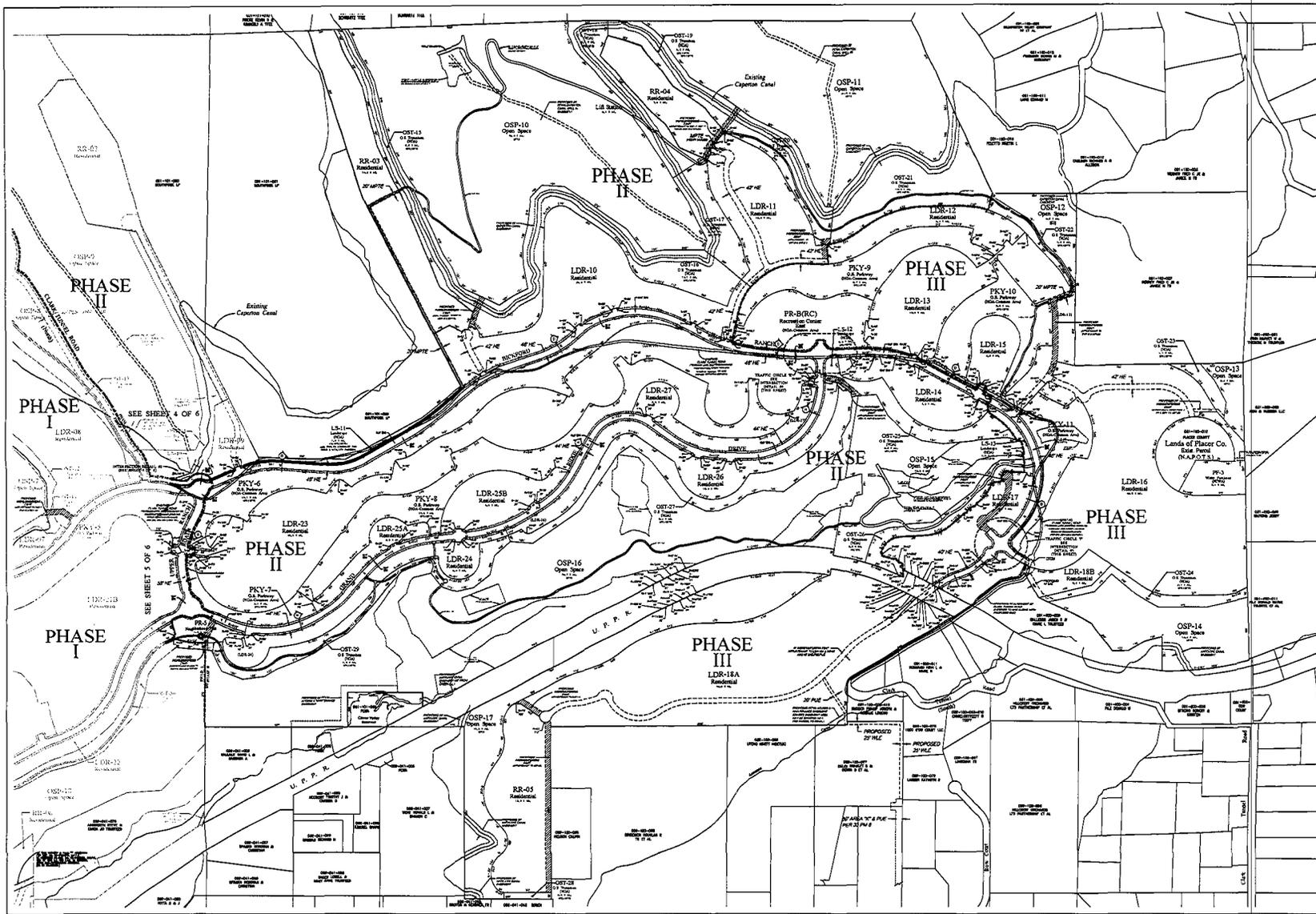
Map by: [Firm Name]
 Date: 10/23/15

RECORDED

OCT 23 2015

PLANNING DEPT.

ATTACHMENT D

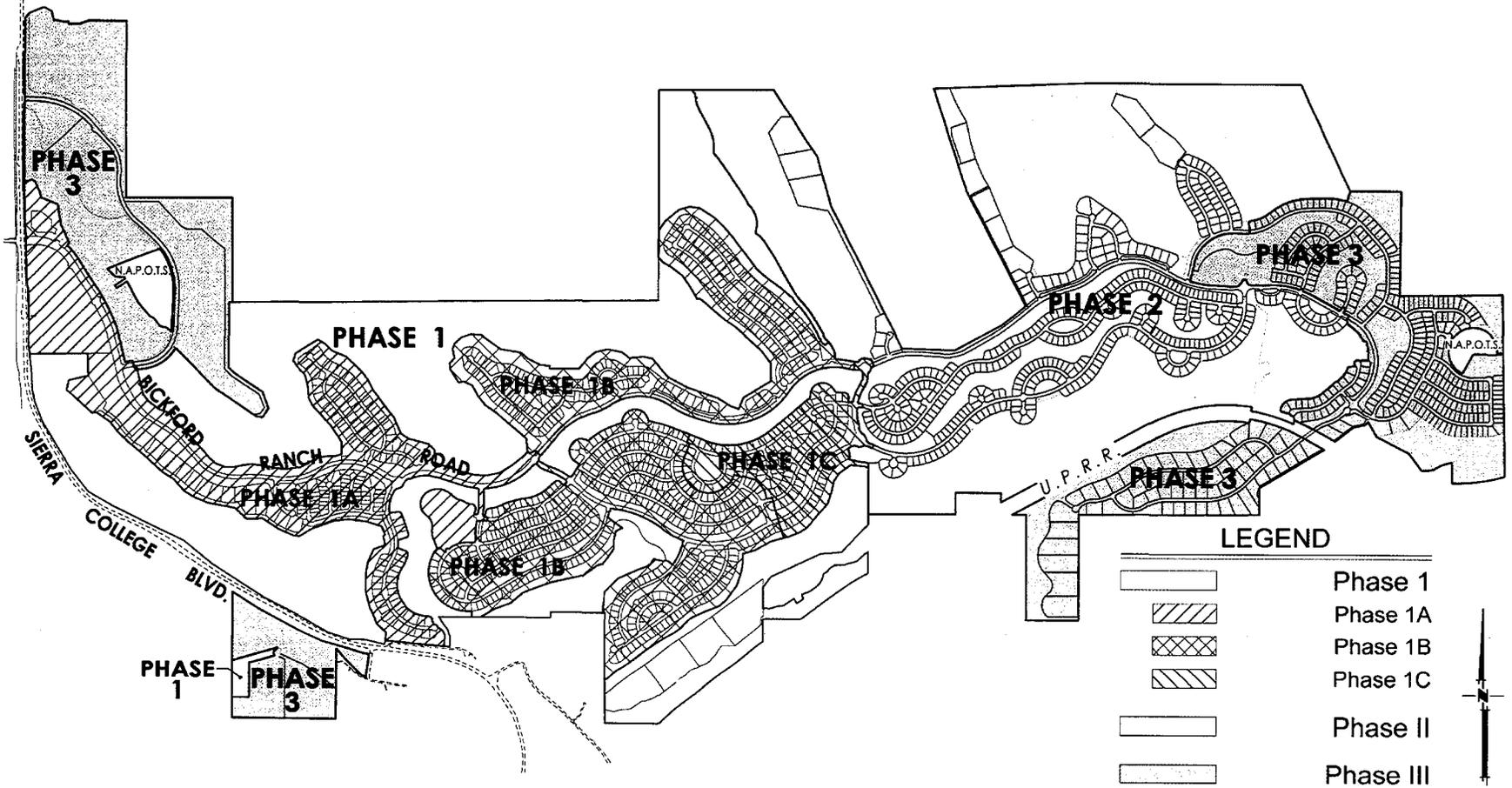



 NORTH
 ANNOTATION SHEET
 VESTING LARGE LOT TENTATIVE MAP
Bickford Ranch
Vertical Contourlines
 1" = 20'

Mapcity & Sonpe Civil Engineers, Inc.
 County of Placer, California
 October 1, 2013



STATE HIGHWAY 193



Specific Plan
Phasing

ATTACHMENT E

UPDATED BICKFORD RANCH MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

Mitigation measures recommended for adoption for the Bickford Ranch Specific Plan are summarized below and included in their entirety in the attached table. Per Section 18.28.050 of the Placer County Environmental Review Ordinance, the Mitigation Monitoring and Reporting Program includes the following:

- Identification of individuals or organizations responsible for monitoring and/or reporting;
- Identification of individuals or organizations responsible for verifying compliance;
- Identification of the phase (or date) of the permit process (e.g., prior to tentative map application, final map application, issuance of grading permit, issuance of building permit, certificate of occupancy, etc.) when each mitigation measure shall be initially implemented;
- Identification of the frequency and duration of required monitoring, if a measure requires continuous, frequent, monthly, or annual monitoring;
- Identification of the performance criteria for determining the success of the mitigation measure, if appropriate (e.g., success rate, measurement criteria, etc.); and
- Identification of the cost, proposed funding, and budget for the reporting plan, if appropriate.

Aesthetics/Visual Resources

- V-A Provide transition areas and buffers between residential development and natural open space
- V-B Implement sensitive grading techniques to blend with natural setting
- V-C Minimize grading within Meadows and Ridges development
- V-D Apply selected lot restrictions
- V-E Retain hill at the intersection of SR 193 and Sierra College Boulevard
- V-F Implement lighting standards outlined in Design Guidelines
- V-G Implement Architectural Standards resulting in reduction in glare
- V-H Apply selected lot restrictions to other areas of concern
- V-I No building envelopes or structures shall be permitted on the portion of the lot where slopes are 30 percent or greater. ~~For all lots containing slopes of 30 percent or greater, record on final map and reflect in the development notebook for such lots a slope easement at the 30 percent slope starting point. No building envelopes or structures shall be permitted on the portion of the lot where slopes are 30 percent or greater.~~
- ~~V-J For all lots containing slopes of 30 percent or greater, structures and building envelopes shall be prohibited on those portions of the lot where slopes are 30 percent or greater.~~
- ~~V-K For all lots containing slopes of 30 percent or greater, prohibit development on those portions of the lot where slopes are 30 percent or greater.~~

~~V-L~~ Revise lighting design guidelines

Air Quality

- A-A Provide dust controls
- A-B Maintain construction equipment and vehicles
- A-C Implement a construction worker trip reduction program
- A-D Require use of low-emission construction materials and equipment where feasible
- A-E Incorporate pedestrian, bicycle, and ~~golf cart~~ neighborhood electric vehicle (NEV) oriented design
- ~~A-F Incorporate mixed land uses into the project design to reduce external vehicle trips~~
- A-G Accommodate and encourage low-emission energy use
- A-H Install only natural gas CNG fireplaces. Prohibit wood-burning fireplaces in all residential units
- A-I Provide public awareness materials
- A-J Incorporate into project CC&Rs the prohibition of open burning of any kind
- A-K Implement an off-site mitigation program to reduce 105 percent of long-term air pollutant emissions
- A-L Enhance (repave, stripe) Provide dedicated parking spaces at the park-and-ride lot on Sierra College Boulevard north of Sage Avenue to provide additional parking spaces with electrical outlets for electric vehicles
- ~~A-M Plant trees in all parking lots prior to operation so that the design results in 50 percent shading of parking lot surface areas within 15 years of planting~~
- ~~A-N Implement construction measures to reduce emissions~~

Biological Resources

- ~~B-A Implement the Applicant's oak forest conservation and revegetation plan~~
- B-B Hire a project biologist for construction monitoring
- ~~B-C Implement off-site tree mitigation~~
- B-D Implement a Tree Protection Plan measures
- B-E Implement the Applicant's wetland preservation and impact plan
- B-F Protect riparian buffer zones
- B-G Conduct pre-construction surveys for special-status plants
- B-H Compensate for loss of vernal pool fairy shrimp habitat
- B-I Protect VELB habitat (elderberry shrubs) during construction
- B-J Compensate for loss of VELB habitat (elderberry shrubs)
- B-K [Mitigation Measure B-K was skipped in the lettering of measures in the 2004 EIR]
- B-L Conduct preconstruction surveys for nesting raptors and migratory birds in affected areas

- B-M** Develop buffer zones around nesting raptors and migratory birds during construction
- B-N** Install bat gates at tunnel entrances
- B-O** Obtain and implement conditions of state and federal permits for impacts on waters of the United States
- B-P** Protect wetlands during construction
- B-Q** Develop and implement an open space management plan
- B-R** Avoid removal of blackberry riparian vegetation
- ~~**B-S** Preserve and enhance annual grassland vegetation adjacent to the golf course~~
- B-T** Replace oak woodland acreage/canopy
- B-U** Provide funding for impacts to significant trees

Cultural Resources

- C-A** Incorporate important cultural resources into open space
- C-B** Cap resource area with layer of soil prior to construction
- C-C** Conduct data recovery excavation if capping is infeasible
- C-D** Conduct subsurface testing
- C-E** Immediately stop ground disturbing activities in vicinity and consult qualified professional archaeologist, the Placer County ~~Planning Department~~ Planning Services Division, the Department of Museums, and the County Coroner, if buried cultural deposits are discovered during construction. The County Coroner will notify the Native American Heritage Commission if it is determined that the remains are Native American Indian
- C-F** Retain a qualified professional paleontologist to conduct weekly inspections during grading activities and salvage fossils as necessary

Geology and Soils

- G-A** Comply with Placer County ordinances for all grading, drainage, and construction of improvements
- G-B** Prepare and implement a grading and erosion control plan
- G-C** Comply with the conclusions of a site-specific geotechnical investigation
- G-D** Implement appropriate trail design, construction and maintenance standards to minimize erosion

Hazards and Hazardous Materials

- HW-A** Report possible contamination to EHS-HMS
- HW-B** Comply with CALFIRE GDF ~~and Pennryn Fire Department~~ requirements for temporary storage of combustible/flammable liquids at construction sites
- HW-C** Comply with the County and CALFIRE GDF requirements for reporting releases of hazardous materials
- HW-D** Comply with the recommendations of a limited groundwater investigation

- HW-E** Comply with the Placer County Department of Environmental Health requirements for preparation and filing of Emergency Response Plans and Hazardous Materials Storage and Containment Plans
- ~~**HW-F** Finalize and implement the Applicant's Golf Course Chemical Application Management Plan~~
- HW-G** Comply with underground storage tank regulations through the Placer County Environmental Health Department

Hydrology and Water Quality

- H-A** Prepare and implement a post-construction development stormwater management program
- H-B** Provide runoff rate control
- H-C** Provide or purchase retention storage
- H-D** Prepare and implement a Storm Water Pollution Prevention Plan for construction activities
- H-E** Monitor erosion and sediment control measures during construction
- H-F** Monitor site erosion and sediment control measures for two years after implementation of final erosion control measures
- H-G** Design runoff detention basins to promote solids settling and provide capacity for accumulated sediment
- ~~**H-H** Finalize and implement the Applicant's Lake Management Plan for constructed lakes and wetlands areas~~
- H-I** Design and construct improvements to protect water quality in canals in accordance with PCWA standards and County requirements for a 100-foot setback from structures
- H-J** Implement Placer County policies and ordinances related to permitting, design, construction, and maintenance of septic systems
- H-K** Notify Placer County Department of Environmental Health Services and affected property owners if off-site sewer pipeline breaks

Land Use and Planning

- L-A** Design project elements to buffer the project from adjacent uses
- L-B** Deleted in the 2000 FEIR
- L-C** Limit construction of gates

Noise

- N-A** Restrict hours of construction activity
- N-B** Prior to grading or improvement plan approval, develop and implement a construction equipment noise abatement program
- N-C** Develop and implement a construction traffic noise abatement program to include restriction of construction truck traffic on non-major roads

- N-D** Incorporate building setbacks and noise barriers into the proposed project design
- N-E** Inform prospective buyers of potential rail noise exposure exceeding 60 dBA Ldn
- N-F** Implement community park design measures to minimize potential noise impacts
- N-G** Inform potential buyers of potential community noise sources
- ~~**N-H** Restrict the timing and location of truck deliveries to the Village Commercial Center~~
- N-I** Require minimum 6-foot block or masonry walls along project roadways where residential areas would fall within the 60 dBA Ldn contour
- ~~**N-J** Restrict business hours of operation within specified areas of the Village Commercial Center~~
- N-K** Mechanical ventilation shall be installed in all residential uses to allow residents to keep doors and windows closed, as desired for acoustical isolation

Population and Housing

- PH-A** Pay unspecified in-lieu fees
- PH-B** Construct on-site affordable residential units
- PH-C** Pay a per unit in-lieu affordable housing fee, such fee to be calculated based on unit cost, affordable rent, and interest rate current as of the time payment is made, and calculated in a manner similar to that identified in the DEIR-2001 REIR

Public Services

- PS-I** Pay statutory fees to existing school district(s)
- PS-J** Donate a site, construct, and partially equip a fire station on-site or serve the site with an off-site fire station
- PS-K** Establish Fire District jurisdiction and emergency response standards for the project (responsibility of fire districts)
- ~~**PS-L** Pursue single jurisdiction fire service~~
- PS-M** Grade driveways to slopes of 15 percent or less at the time of home construction; a Grading Permit will be required for those identified lots prior to the issuance of a Building Permit
- PS-N** Pave driveways with asphaltic concrete or concrete on driveways with slopes of 16-20 percent; a Grading Permit will be required for those identified lots prior to issuance of a Building Permit
- PS-O** Prohibit development on lots with driveway access in excess of 20 percent

Transportation and Traffic

- T-A** Prepare and implement construction traffic management plans for on-site construction activities for Bickford Ranch Road and Sierra College Boulevard, and coordinate with appropriate agencies in the preparation and implementation of construction traffic management plans for required off-site improvements

- T-B** Implement a community relations program during on-site construction, and coordinate with appropriate agencies in the implementation of a community relations program during construction of required on-site and off-site improvements
- T-C** Pay pro-rata fair share of reconstruction of the I-80/Sierra College Boulevard Interchange
- T-D** Pay pro-rata fair share (SPRTA Fee) to widen Sierra College Boulevard from two to four lanes from Taylor Road to I-80
- T-E** Deleted in 2004 Final Addendum
- T-F** Pay pro-rata fair share of adding a second westbound left-turn lane on Taylor Road at the Sierra College Boulevard intersection
- T-G** Pay pro-rata fair share of widening Sierra College Boulevard from four to six lanes from Taylor Road to Granite Drive
- T-H** Pay pro-rata fair share of the cost to add shoulders and improve vertical and horizontal curves along English Colony Way
- T-I** Participate in any development-based funding of solutions to I-80 congestion if adopted by Placer County
- T-J** Deleted in 2004 Final Addendum
- T-K** Pay pro-rata fair share of adding a westbound right-turn lane on King Road at Sierra College Boulevard intersection
- T-L** Deleted in 2004 Final Addendum
- T-M** Provide Enhance park-and-ride lot and provide two bus stops
- T-N** Participate in fair share of the cost of limited transit services
- T-O** Provide Class II bike lanes on Bickford Ranch Road, School Ranch Road, and Grand Ridge Drive and Lower Ranch Road
- ~~**T-P** Provide signing and striping on Bickford Ranch Road at the golf cart crossings~~
- ~~**T-Q** Work with Placer County to define an acceptable Golf Cart Crossing Plan~~
- ~~**T-R** Construct a third lane on required frontage improvements on Sierra College Boulevard, including widening opposite the project boundaries~~
- ~~**T-S** Install a traffic signal at the intersection of Sierra College Boulevard and the unnamed road north of Lower Ranch Road, south of SR 193~~
- T-T** Pay pro-rata fair share (SPRTA Fee) for widening Sierra College Boulevard between King Road and Taylor Road from two to four lanes
- T-U** Pay pro-rata fair share of a second additional southbound left-turn lane on southbound Sierra College Boulevard at the intersection with King Road
- T-V** Pay pro-rata fair share (SPRTA Fee) for construction of a traffic signal at the Sierra College Boulevard/Twelve Bridges Drive intersection. This signal shall be installed prior to issuance of the 750th building permit within the project

Utilities and Service Systems

- PS-A** Deleted in the 2004 Final Addendum
- PS-B** Provide water pipeline improvements

- PS-C** Provide for increased hydraulic loading, maintenance, or special design to prevent odor and blockages in off-site sewer pipelines until flows from other sources are sufficient to ensure adequate velocity, if and when such conditions arise
- PS-D** Prepare and implement traffic and safety plan for maintenance of off-site sewer line
- PS-E** Design off-site sewer pipeline per Placer County requirements
- PS-F** Design off-site sewer pipeline with watertight joints
- PS-G** Deleted in the 2004 Final Addendum
- ~~**PS-H** Issue building permits only when sufficient wastewater treatment capacity exists or will exist at time of sewer connection~~

Bickford Ranch Mitigation Monitoring and Reporting Plan

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
AESTHETICS / VISUAL RESOURCES						
<p>V-A: Provide transition areas and buffers between residential development and natural open space</p> <p>The Applicant proposes to create transition and buffer areas between proposed residence and natural open space areas. Transition areas include those situations where the grading activities will create a transition slope between residential areas or between development and natural open space. Sloped transition areas between rear residential areas will be used as a landscaped extension of the natural landscape.</p>	Applicant	Planning Services Division	Prior to approval of improvement plans	Prior to grading during construction	Transition and buffer areas between proposed residence and natural open space areas are created	Applicant
<p>V-B: Implement sensitive grading techniques to blend with natural setting</p> <p>The Applicant proposes to implement sensitive grading techniques. These techniques include limiting grading areas, performing sensitive grading around existing oak trees (including the construction of retaining walls where necessary); blending cut and fill slopes into the natural terrain; rounding and feathering graded slopes into existing terrain to avoid an artificially contoured appearance; planting or otherwise protecting re-contoured slopes from the effects of water runoff and wind erosion within 90 days of completion of grading; setting street elevations as close to the existing natural grade as possible; constructing raised stepped or pier and grade foundations for dwellings located on steep slopes; and contour-grading with variable slopes in transition areas between residences and natural open space.</p>	Applicant	Planning Services Division	During grading activities	During grading activities	Implementation of sensitive grading techniques during construction	Applicant
<p>V-C: Minimize grading within Meadows and Ridges development</p> <p>The Applicant proposes to limit grading to create flat useable open space within the Meadows and Ridges areas. Contouring for non-graded lots may be by means of pads or partial pads created within a predominantly non-graded area. Padding will be accomplished to have minimal impact on natural vegetation.</p>	Applicant	Planning Services Division	During grading activities within the Meadows and Ridges areas	During grading activities within the Meadows and Ridges areas	Grading within the Meadows and Ridges areas is limited to create flat useable open space	Applicant

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>V-D: Apply selected lot restrictions</p> <p>The Applicant proposes to restrict the height of structures on select lots, based on Effective Height Analysis. In addition, in these selected locations the Applicant proposes to restrict the colors of roofing and exterior trim and walls, exterior lighting height, tree removal, structure profile, and the height of accessory structures. In these locations, all glass above 20 feet in height shall be low reflectivity, and where insufficient tree cover exists native vegetation will be planted for screening in time to reach the "effective height" prior to construction.</p>	Applicant	Planning Services Division	Prior to approval of residential grading permits and building permits	Once during review of building permits	Structures on select lots are restricted per the Effective Height Analysis	Applicant
<p>V-E: Retain hill at the intersection of SR 193 and Sierra College Boulevard</p> <p>Retention of local topography in this area will provide a visual buffer to much of the meadows development from this intersection. Although this topography provides a visual buffer in only an isolated location, it screens views from the intersection of two heavily traveled roads.</p>	Applicant	Planning Services Division	Prior to approval of grading permits	During construction	The hill at the intersection of SR 193 and Sierra College Boulevard is retained	Applicant
<p>V-F: Implement lighting standards outlined in Design Guidelines</p> <p>The Applicant proposes a variety of measures to reduce the effect of night lighting. These measures include the following:</p> <ul style="list-style-type: none"> ▪ Site and building lighting will be implemented in such a way as to minimize glare on public right-of-ways and to adjacent residences. Additionally, lighting will be installed in such a manner so as to reduce the effect of ambient lighting and "light pollution" ▪ Exterior lighting shall be shielded or recessed to minimize direct glare and reflections. Lighting that represents movement, flashed, blinks, or is of unusually high intensity or brightness shall be prohibited. ▪ Nighttime light sources will be extensively landscaped and trees that have large canopies will be planted around them to reduce long-range visibility of night lighting, to serve as a visual buffer between streets and light sources, and to reduce light and glare exchange between these two areas. ▪ All lighting fixtures will be of appropriate scale and intensity for the use intended as determined by the design review committee created 	Applicant	Planning Services Division and Department of Public Works and Facilities	Prior to approval of improvement plans and prior to approval of CC&Rs	Prior to and during construction	Appropriate measures to reduce the effect of night lighting are implemented	Applicant

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>by the Specific Plan and approved by the Placer County Planning Department-Planning Services Division.</p> <ul style="list-style-type: none"> ▪ Bright colored or flashing lights shall not be allowed. ▪ Street lighting shall conform to the standards and design criteria established by the Placer County Department of Public Works and Facilities Department to minimize nuisance ambient light, while meeting safety requirements. ▪ All streetlights will use high or low-pressure sodium lamp bulbs and conform the County standards. ▪ Street lighting will be directionally shaded to reduce off-site light and glare. ▪ Within residential areas, lighting will occur only at intersections, cul-de-sacs or significant curves in the streets. 						
<p>V-G: Implement architectural standards resulting in reduction in glare The Applicant proposes a variety of measures to reduce glare. These measures include the following:</p> <ul style="list-style-type: none"> ▪ Architecturally incompatible materials and finishes, such as vinyl or aluminum siding or T-111 plywood siding, will not be approved. ▪ Exterior exposed metals such as aluminum or steel doors, windows, screens, rooftop and other metal will be anodized in a color or provided with a factory-approved color. ▪ Highly reflective glass is prohibited for use in windows, glazed doors, skylights, or other exterior applications. ▪ Bickford Ranch's residential streets will be designed as narrow as possible in order to retain a rural character and will generally conform to Placer County's Road Standards. Residential streets will be constructed within rights-of-way ranging from 40-122 feet in width, with pavement sections varying from 22-56 feet in width 	Applicant	Planning Services Division and Department of Public Works and Facilities	Prior to approval of improvement plans and prior to approval of CC&Rs	Prior to and during construction	Appropriate measures to reduce glare are implemented	Applicant
<p>V-H: Apply selected lot restrictions to other areas of concern The Applicant's proposed Mitigation Measure V-D provides for structure height restrictions, color restrictions, and tree removal restrictions within certain portions of the Plan Area. However, select other locations may</p>	Applicant	Planning Services Division	Prior to approval of residential grading permits and	Prior to and during construction	Lot restrictions required by the County are implemented	Applicant

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
also require that this mitigation be applied, in order to reduce the visual impacts of hillside development. The County may, at its discretion, require lot restrictions to other areas of concern that it may identify.			building permits			
V-I: No building envelopes or structures shall be permitted on the portion of the lot where slopes are 30 percent or greater. For all lots containing slopes of 30 percent or greater, record on final map and reflect in the development notebook for such lots a slope easement at the 30 percent slope starting point. No building envelopes or structures shall be permitted on the portion of the lot where slopes are 30 percent or greater. The Applicant will record construction envelopes (developable portions of the lot with slopes less than 30 percent) on the Tentative Map.	Applicant	Planning Services Division Services Division and Engineering and Surveying Division	Prior to approval of residential grading permits and building permits	Prior to grading during construction	No building envelopes or structures are permitted on the portion of the lot where slopes are 30 percent or greater.	Applicant
V-J: For all lots containing slopes of 30 percent or greater, structures and building envelopes shall be prohibited on those portions of the lot where slopes are 30 percent or greater. On lots with recorded construction envelopes, the Applicant will prohibit structures outside of the recorded building envelope.	N/A	N/A	N/A	N/A	N/A	N/A
V-K: For all lots containing slopes of 30 percent or greater, prohibit development on those portions of the lot where slopes are 30 percent or greater. The Applicant will prohibit development on all lots with a 30 percent slope or greater that have no recorded construction envelope.	N/A	N/A	N/A	N/A	N/A	N/A
V-L: Revise lighting design guidelines.	N/A	N/A	N/A	N/A	N/A	N/A
AIR QUALITY						
A-A: Provide dust controls The Applicant will require construction contractors for the proposed project to submit a construction emission/dust control plan to the PCAPCD prior to ground breaking. At a minimum, this plan shall include the following measures: <ul style="list-style-type: none">Water exposed earth surfaces as necessary to eliminate visible dust emissions (at least one water truck will be available for every three pieces of earthmoving equipment);	Applicant	<u>Engineering and Surveying Division</u> Department of Public Works	Prior to approval of Improvement plans and prior to approval of CC&Rs	Daily during construction; one weekend day each week during construction periods; submit weekly reports to the Engineering	Ensure that all dust control measures are implemented	Applicant

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"> ▪ Suspend grading operations when wind is sufficient to generate visible dust clouds. ▪ Pave, use gravel cover or spray a dust control agent on all haul roads; ▪ Reduce speeds on unpaved roads to 15 mph or lower (this speed must be posted); ▪ Clean earthmoving construction equipment with water once daily, and clean all haul trucks leaving the site; ▪ Use tarpaulins for haul trucks which travel on public streets; ▪ Institute measures to reduce wind erosion when site preparation is completed; and ▪ Provide paved or grass-covered areas for construction employee vehicle parking. <p>Dust controls will ensure that all roadways, driveways, sidewalks, etc. be paved as soon as possible in the construction phase.</p> <p>For project components that would not be constructed / developed immediately following the mass grading phase, the following dust control measures are also recommended:</p> <ul style="list-style-type: none"> ▪ Apply chemical soil stabilizers or commence reestablishing ground cover to construction areas within 96 hours of completing grading activities. ▪ Develop and implement a wind erosion monitoring program for areas which will remain inactive for extended periods; this program should at a minimum provide for weekly monitoring of inactive sites to assess the effectiveness of wind erosion controls. <p>These measures will be incorporated into the CC&Rs.</p>				and Surveying Division		
<p>A-B: Maintain construction equipment and vehicles</p> <p>Well-maintained equipment generates less pollutant emissions than poorly-maintained equipment. All construction vehicles and equipment will be maintained according to manufacturer's specifications. Construction contractors must be required to show written evidence of appropriate maintenance prior to bringing equipment on site.</p>	Applicant	Engineering and Surveying Division	Prior to grading and construction activities	Prior to grading and during construction	Construction contractors show written evidence of appropriate maintenance prior to bringing	Applicant

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
					equipment on site and continue to maintain construction equipment and vehicles	
<p>A-C: Implement a construction worker trip reduction program</p> <p>Construction contractors will be required to develop and implement a construction worker trip reduction plan aimed at achieving an average vehicle ridership of 1.5. This would reduce vehicular pollutant emissions associated with construction employee travel.</p>	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to grading and construction activities	Prior to grading and during construction	A construction worker trip reduction program is developed and implemented	Applicant
<p>A-D: Require use of low-emission construction materials and equipment where feasible</p> <p>Construction contractors will be required to use low-VOC architectural coatings and asphalt in compliance with District Rules and Regulations. Use of low-VOC architectural coatings and asphalt would substantially reduce project-generated ROG emissions. Use of low-emission mobile and stationary construction equipment would reduce combustion emissions of all criteria air pollutants. Contractors will also be required to fuel stationary construction equipment with low-sulfur fuels, and use existing power sources (e.g., power poles) or clean fuel generators in place of temporary power generators whenever feasible.</p>	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to grading and construction activities	Prior to grading and during construction	Low-VOC architectural coatings and asphalt in compliance with District Rules and Regulations and use of low-emission construction equipment during construction	Applicant
<p>A-E: Incorporate pedestrian, bicycle, and golf cart neighborhood electric vehicle (NEV) oriented design.</p> <p>The Applicant proposes to include provisions for pedestrian walkways and sidewalks to most internal destinations and other pedestrian-oriented facilities, including pedestrian paths and sidewalks to most destinations, moderate shade coverage on streets, visually interesting land uses within walking distance, and a high degree of pedestrian safety. The proposed project also includes paved bicycle lanes and paths, interconnected bikeways, and mixed land uses within bicycling distance. The Circulation Element of the project also complies with this mitigation measure by</p>	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to approval of improvement plans	Prior to and during construction	Incorporation of pedestrian, bicycle, and neighborhood electric vehicle (NEV) lanes and paths into the project design	Applicant

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
encouraging golf cart neighborhood electric vehicle (NEV) use for internal trips.						
A-F: Incorporate mixed land uses into the project design to reduce external vehicle trips The Applicant proposes to design the Village Commercial Center to accommodate day-to-day needs of proposed project residents, to minimize the need for external vehicle trips.	N/A	N/A	N/A	N/A	N/A	N/A
A-G: Accommodate and encourage low-emission energy use A number of residential design features can accommodate and encourage use of alternative energy sources. The Bickford Ranch Specific Plan project Air Quality Design Guidelines will be amended to include the following measures: <ul style="list-style-type: none"> ▪ Install natural gas hookups in all new fireplaces; ▪ Install a natural gas outlet in the backyard of all new residences for gas-burning barbecues; ▪ Install electrical outlets at the front and back of new residences for electrical yard equipment; ▪ Install low-NOx hot water heaters per PCAPCD Rule 246; ▪ Install electric vehicle recharging circuits in all residential garages in age restricted units Heritage Ridge, and recharging raceways in all other residential garages; ▪ Incorporate into project CC&Rs the restriction to electric-powered golf carts on the project site; ▪ Encourage landscape maintenance companies to use battery-powered or electric equipment for non-residential maintenance activities, where feasible; and ▪ Construction contracts shall stipulate that at least 20% of the heavy-duty off-road equipment included in the inventory be powered by CARB-certified off-road engines, as follows: 175 hp – 750 hp — 1996 and newer engines 100 hp – 174 hp — 1997 and newer engines 	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to approval of Improvement plans and prior to approval of CC&Rs	Prior to and during construction	Appropriate measures that result in low-emission energy use are implemented	Applicant

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>50 hp — 99 hp — 1998 and newer engines</p> <p>The prime contractor 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. PCAPCD personnel, with assistance from the California Air Resources Board (if available), will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.</p> <ul style="list-style-type: none"> • An enforcement plan shall be established to evaluate on a weekly basis project related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, who is 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. Operators of vehicles and equipment found to exceed opacity limits will be notified, and the equipment must be repaired within 72 hours. ▪ Minimize idling time to 10 minutes. • Schedule operations affecting traffic for off-peak hours whenever possible. • Use air conditioning units with an Ozone Destruction Catalyst. Provide natural gas lines or electrical outlets to all backyards to encourage use of natural gas or electric barbecues, as well as electric lawn equipment. ▪ Prohibit (through CC&Rs) the use of gasoline-powered lawn mowers on homes with lot sizes under 0.5 acres. ▪ Prohibit (through CC&Rs) use of gasoline-powered golf carts and/or gasoline-powered neighborhood vehicles. ▪ Install Class I bicycle lockers along with bike racks in recreation centers, commercial site. ▪ Build unmanned informational kiosk in central location in Village Center. 						

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>The above measures will be included as part of the proposed project design and included in the Bickford Ranch residential CC&Rs.</p> <p>In addition, the project Air Quality Design Guidelines will be amended to encourage implementation of is subject to the following measures:</p> <ul style="list-style-type: none"> ▪ Incorporate passive solar building design and landscaping conducive to passive solar energy use (i.e., building orientation in a south to southeast direction where feasible, encouraging planting of deciduous trees on western sides of structures, landscaping with drought-resistant species, and including groundcovers rather than pavement to reduce heat reflection); ▪ Incorporate solar heaters in proposed project residences as feasible; ▪ Include high-efficiency heating and other appliances, such as water heaters, cooking equipment, refrigerators, furnaces, and boiler units; and ▪ Include energy-efficient window glazings, wall insulation, and efficient ventilation methods on all new residential units. 						
<p>A-H: Install only natural gas CNG fireplaces. <u>Prohibit wood-burning fireplaces in all residential units.</u></p>	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to approval of CC&Rs and prior to approval of building permits	Prior to and during construction	Only natural gas fireplaces are installed	
<p>A-I: Provide public awareness materials</p> <p>The CC&Rs will require that educational materials regarding air quality be included in homeowners/renters packages for all occupants. Information contained in these packages will, at a minimum, provide information in the following areas:</p> <ul style="list-style-type: none"> ▪ Commute options: Inform project occupants of the amenities provided by the proposed project in terms of alternative travel modes, including ridesharing and mass transit availability/schedules; and, 	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to approval of CC&Rs	Prior to distribution of homeowners/renters packages	Public is provided with educational materials regarding air/quality	Applicant

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"> Alternative transportation options: Provide maps showing pedestrian, bicycle, and golf-cart paths to community centers, shopping areas, and recreational areas. 						
<p>A-J: Incorporate into project CC&Rs the prohibition of open burning of any kind</p> <p>Open burning creates substantial pollutant emissions of ozone precursors, CO, and PM. The company employed to maintain landscapes for the proposed project will be prohibited from open burning of vegetative refuse anywhere in the SVAB. No open burning will be allowed on any of the residential, commercial, or recreational parcels.</p>	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to approval of CC&Rs	Whenever an open burning is reported	No open burning occurs anytime	Applicant
<p>A-K: Implement an off-site mitigation program to reduce 105 percent of long-term air pollutant emissions</p> <p>To reduce the identified impact to a less-than-significant level, the Applicant shall implement an off-site mitigation program that is equal to reducing 40105 percent of the proposed project's long-term air pollutant emissions. The Applicant shall develop the mitigation program which shall be approved by the PCAPCD. Alternatively, the Applicant could pay air quality mitigation fees to the Placer County Air Pollution Control District (PCAPCD) for the PCAPCD's Offsite Mitigation Program. Air quality mitigation fees would be used to fund measures aimed at improving air quality in Placer County, such as public transportation funding, financing of commuter rideshare programs, heavy duty NO_x reduction programs, and the woodstove replacement program. To reduce the identified impact to a less-than-significant level, PCAPCD will require a reduction of summertime NO_x emissions by 40105 percent. Air quality mitigation fees will be based on <u>the current CARB Carl Moyer Effective Rate (currently at \$18,030 in 2015) a cost of \$10,000 per ton of NO_x emission reduction for a single season.</u> This measure has been implemented for a number of projects in Placer County to reduce a project's long term air quality impacts.</p>	Applicant	Planning Services Division and PCAPCD	Prior to construction	Prior to and during construction	Development and implementation of a mitigation program that is approved by PCAPCD or payment of air quality mitigation fees to PCAPCD	Applicant
<p>A-L: Enhance (repave, stripe) Provide dedicated parking spaces at the park-and-ride lot on Sierra College Boulevard north of Sage Avenue to provide additional parking spaces, with electrical outlets for electric vehicles</p> <p>Additional residential design features can accommodate use of alternative energy sources. Amend the Bickford Ranch Specific Plan Air</p>	Applicant	Planning Services Division and Engineering and Surveying Division	During construction	Prior to completion of construction	Additional parking spaces are provided at the park-and-ride lot on Sierra College	Applicant

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
Quality Design Guidelines to include dedicated parking spaces at the park and ride lot with electrical outlets for electric vehicles.					Boulevard north of Sage Avenue	
<u>A-M: Plant trees in all parking lots so that the design results in 50 percent shading of parking lot surface areas within 15 years of planting</u>	Applicant	Planning Services Division	During construction	Prior to completion of construction	Trees are planted in all parking lots within the BRSP	Applicant
<p><u>A-N: Implement construction measures to reduce emissions</u></p> <p>a. <u>The prime contractor shall submit to the County and PCAPCD a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the County and PCAPCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the County and Placer County APCD with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.</u></p> <p>b. <u>Prior to approval of Grading or Improvement Plans, whichever occurs first, the Applicant shall provide a written calculation to the PCAPCD for approval 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 of 20% of NOx and 45% of diesel particulate matter reduction as compared to CARB statewide fleet average emissions. 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.</u></p> <p>c. <u>Include the following standard notes on the improvement plans and grading plans:</u></p> <p>1. <u>During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators rather than temporary diesel power generators.</u></p>	Applicant	Planning Services Division and PCAPCD	Prior to approval of Grading or Improvement Plans, whichever occurs first	Weekly during construction	Appropriate measures are implemented to reduce emissions during construction in accordance with the PCAPCD	Applicant

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>2. <u>During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.</u></p> <p>3. <u>Signs shall be posted in the designated queuing areas of the construction site to limit idling of construction equipment to a maximum of 5 minutes.</u></p> <p>4. <u>Idling of construction related equipment and construction related vehicles should not occur within 1,000 feet of any sensitive receptor.</u></p> <p>5. <u>Schedule operations affecting traffic for off-peak hours whenever possible.</u></p> <p>d. <u>An enforcement plan shall be established to evaluate on a weekly basis project-related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, who is 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. Operators of vehicles and equipment found to exceed opacity limits will be notified, and the equipment must be repaired within 72 hours.</u></p> <p><u>The PCAPCD Rules and Regulations shall be included as standard notes on grading and improvement plans.</u></p>						
BIOLOGICAL RESOURCES						
<p>B-A: Implement the Applicant's oak forest conservation and revegetation plan</p> <p>The plan will require replacement of approximately 10,653 oak trees at a ratio of 2:1 using native oak trees grown from acorns collected onsite or in the immediate vicinity. A total of approximately 21,200 trees will be planted at an average density of 100 trees per acre. Plantings will be installed within two years of tree removal. The plan will be developed and implemented in cooperation with the CDFG CDEW, U.S. Department of Agriculture Natural Resource Conservation Service, the California Department of Forestry and Fire Protection, and the University of California Cooperative Extension.</p> <p>Planting sites will be indicated on a project site map and will include areas within all proposed Bio Filter zones, the proposed nature area in Bickford Ranch Park, along selected portions of the project site edges.</p>	Applicant	Planning Services Division	Within 2 years of tree removal	Annually for 5 years	Minimum 80 percent survival rate after 5 years	Applicant

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>between natural open space areas and roads, in Tower Park, and in additional areas of existing oak woodland where young trees do not currently exist. Site selection criteria will include slope aspect, soil conditions, accessibility for maintenance and monitoring, irrigation water availability, potential for ecosystem enhancement, and potential for prescribed burning to prepare and manage planting sites.</p> <p>Tree spacing will be as follows:</p> <table border="1" data-bbox="344 505 737 938"> <thead> <tr> <th><u>Trees Per Acre (approximate)</u></th> <th><u>Spacing Between Trees (feet)</u></th> </tr> </thead> <tbody> <tr> <td>10</td> <td>66</td> </tr> <tr> <td>20</td> <td>46</td> </tr> <tr> <td>40</td> <td>33</td> </tr> <tr> <td>80</td> <td>23</td> </tr> <tr> <td>100</td> <td>21</td> </tr> <tr> <td>200</td> <td>15</td> </tr> <tr> <td>400</td> <td>10</td> </tr> </tbody> </table> <p>Irrigation will occur from May through September for the three years after planting, unless post irrigation monitoring determines that tree survival requires additional irrigation – see Response I4-217 in the FEIR. This timing can be modified as necessary for extremely wet or dry years.</p> <p>Maintenance will occur according to the following schedule:</p> <table border="1" data-bbox="170 1187 753 1287"> <thead> <tr> <th><u>Year Following Planting</u></th> <th><u>Irrigation Schedule</u></th> <th><u>Weed Removal</u></th> <th><u>Replanting</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Trees Per Acre (approximate)</u>	<u>Spacing Between Trees (feet)</u>	10	66	20	46	40	33	80	23	100	21	200	15	400	10	<u>Year Following Planting</u>	<u>Irrigation Schedule</u>	<u>Weed Removal</u>	<u>Replanting</u>										
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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												
1	Weekly	4 times per year	Once per year in fall																		
2	Every other week	4 times per year	Once per year in fall																		
3	Every other week	4 times per year	Once per year in fall																		
4	Every fourth week	4 times per year	Once per year in fall																		
5	Every fourth week	4 times per year	Once per year in fall																		
<p>The 80 percent survival rate applies to each planting area. Survival will be measured in late summer of each year to allow for assessment of replacement needs in fall. Minimum survival rate will be as follows for each year:</p> <table border="1"> <thead> <tr> <th>Year Following Initial Planting</th> <th>Percent Survival</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>95</td> </tr> <tr> <td>2</td> <td>90</td> </tr> <tr> <td>3</td> <td>90</td> </tr> <tr> <td>4</td> <td>90</td> </tr> <tr> <td>5</td> <td>80</td> </tr> </tbody> </table> <p>Species to be planted will be native oaks and riparian species, including interior live oak, blue oak, California sycamore, willows, Fremont cottonwood, California buckeye, big leaf maple, flowering ash, and native shrubs. Revegetation size stock (2 by 2 by 10 inch containers) will be used for plantings.</p>										Year Following Initial Planting	Percent Survival	1	95	2	90	3	90	4	90	5	80
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2	90																				
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5	80																				

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>Only plants installed during the dry season (between mid-March and mid-November) will be irrigated for the first three years of growth. The Applicant's staff will monitor the irrigation systems for damage. Maintenance of all plantings will include biannual fertilization, spring and summer weed control, and replacement of damaged or dead plants.</p> <p>Plantings will be required to meet a minimum survival rate of 80 percent at the end of a five-year establishment period. If this rate is not met at the end of the five years, replanting and continued monitoring will be conducted. Monitoring of the replacement plantings will be conducted annually for a minimum of five years to collect survival and growth data and provide photographic documentation of tree growth. An annual inventory and inspection of the growth and condition of all plantings will be conducted annually by a qualified arborist approved by Placer County. A meeting to report on research and need for mitigation refinements will be conducted annually for five years following the planting.</p> <p>Additional habitat conservation programs to be developed with the University of California Cooperative Extension, University of California at Davis, and Sierra College will include an inventory of natural open space areas to assess potential as habitat enhancement sites, an avian habitat improvement program, and a fire safe fuel management program.</p>						
<p>B-B: Hire a project biologist for construction monitoring</p> <p>The Applicant will retain a County-approved biologist to monitor all construction in areas of sensitive biological resources, including oaks and other protected trees to be retained, red-legged frog habitat, and wetlands and other waters of the United States. The monitor will be responsible for the following:</p> <ul style="list-style-type: none"> ▪ scheduling and/or conducting pre-construction surveys identified in other mitigation measures (e.g., special-status plant and wildlife surveys, raptor nest surveys); ▪ approving placement of the orange barrier fencing and performing weekly monitoring to ensure the fencing remains in good condition for the duration of construction activity in the area affected by the particular phase of development; ▪ monitoring construction activities occurring near sensitive biological resources, as defined above, and delaying construction activities 	Applicant	Planning Services Division	Prior to construction	During construction in areas of sensitive biological resources	Monitoring of all construction in areas of sensitive biological resources, including oaks and other protected trees to be retained, red-legged frog habitat, and wetlands and other waters of the United States.	Applicant

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>that threaten these resources until appropriate mitigation measures can be implemented; and</p> <ul style="list-style-type: none"> identifying any impacts occurring within areas protected by the orange barrier fencing and reporting to Placer County for additional compensatory mitigation. 						
<p>B-C: Implement Off-Site Tree Mitigation</p> <p>Inadequate open space is likely available for implementation of on-site compensation of approximately 21,200 oak trees and riparian tree species. The proposed density of approximately 100 trees per acre is likely too high to support the trees at maturity. The Applicant, therefore, partially mitigates loss of trees with off-site plantings and contribution of in-lieu fees to the Placer County Tree Preservation Fund. Suitable off-site plantings areas will be established in coordination with Placer County and may include a site along SR 193 in the vicinity of the proposed Caltrans improvements.</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>B-D: Unless stated otherwise, all measures will be the sole responsibility of the Applicant. The Applicant will develop and implement a <u>Tree Protection Plan</u> measures to minimize direct and indirect impacts on oaks and other native trees that are to be retained on the project site. The elements of <u>this plan</u> <u>these measures</u> will be included as standards in the tentative map conditions and, where applicable, in the CC&Rs for homeowners on the project site. At a minimum, the <u>plan</u> <u>measures</u> will include the following <u>measures</u>:</p> <ul style="list-style-type: none"> <u>Guidelines contained in Appendix E of Placer County Guidelines for Evaluating Development Impacts on Oak Woodland and the conservation goals and policies contained in the Placer County Oak Woodland Management Plan.</u> If the proposed construction area for an individual lot matches that shown in the development notebook on file with Placer County, the Applicant's proposed mitigation will be sufficient, and no further tree mitigation will be required. If the proposed construction area for an individual lot differs from the development notebook, a final tree count within the new construction area will be prepared to identify all trees with a DBH of 6 inches or more. For mitigation of removing any trees in excess of those identified in the Applicant's tree removal plan, the home builder will pay into either the Placer County Tree 	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to approval of improvement plans	Prior to grading during construction	All elements of the tree protection plan are implemented	Applicant

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>Preservation Fund or into a mitigation fund to be established by the Applicant and used to plant additional native trees onsite. Home builders owning a cluster of lots may remove the net total of trees for the lots as identified in the Applicant's tree removal plan. Any additional trees removed will be mitigated by payment into either the County's Tree Preservation Fund or a mitigation fund for on-site plantings.</p> <ul style="list-style-type: none"> ▪ During construction on the project site, measures will be taken to protect trees, including erecting orange construction barrier fencing, that will remain for the duration of construction activity, <u>located</u> at least one foot outside the drip line of each tree or groves of trees to be retained. <u>Tree protection measures also include</u> minimizing trenching for installation of utility lines <u>by</u> conducting <u>by-hand</u> any work, <u>as needed</u>, within drip lines of trees to be retained. ▪ <u>Construction activities</u> A contractor seeking a variance to machine excavate within tree drip lines will be required to <u>shall</u> minimize damage to roots over two inches in diameter. The project biological monitor (see Mitigation Measure B-B) will report root damage to Placer County and have a certified arborist inspect the tree damage prior to backfilling. The arborist will determine if the damage is likely to be fatal to the tree. <u>Any fatally damaged tree will be mitigated by payment into either the Placer County Tree Preservation Fund or into a mitigation fund to be established by the Applicant and used to plant additional native trees on-site.</u> ▪ Tree preservation notes and specifications will be included on all plans and in contractor contracts. ▪ Irrigation and other potential sources of runoff associated with the constructed project will be diverted away from <u>the drip lines of oak trees to be retained, within all areas outside of the designated natural open space.</u> To protect oaks from fungal root infection, drainage features will be constructed to intercept runoff from development upslope of the retained trees. ▪ <u>Before any tree removal following home construction, homeowners will be required to obtain approval from the Homeowners Association and a permit from Placer County for any protected trees.</u> ▪ <u>The Bickford Ranch Development Standards identify certain areas (ungraded lots and partially-graded lots) within the BRSP where an</u> 						

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><u>additional Tree Permit will be required to remove trees outside of the building envelope. Ungraded lots and partially-graded lots are located along the ridges on the north and south of Bickford Ranch Road. The process for obtaining a tree permit and mitigation requirements will be consistent with the Placer County Tree Preservation Ordinance (Chapter 12, Article 12.16 PCC).</u></p> <ul style="list-style-type: none"> ▪ Homeowners will be provided with information regarding the care of native trees and landscaping measures to use beneath oak trees. An example of such literature includes Living Among the Oaks, a publication of the University of California Cooperative Extension, Natural Resources Program. ▪ Construction of all equestrian, bicycle, and pedestrian trails, in particular the trails to be constructed within the natural open space, will avoid removal of protected trees, except where infeasible. 						
<p>B-E: Implement the Applicant's wetland preservation and impact plan</p> <p>All wetland mitigation, with the exception of vernal pool mitigation, will occur on-site within the natural open space in the Meadows community area.</p> <p>Creation of 12.29 acres of wetland mitigation is proposed, including 8.49 acres of seasonal wetland/emergent marsh/riparian habitats and 3.80 acres of emergent marsh wetland along the fringe of the proposed lakes. An additional 15.07 acres of open water will be created within the seven constructed lakes. Upon construction of the wetland habitat, an as-built map will be created and submitted to the Corps. Annual monitoring will commence after the first growing season and continue for five years. Annual monitoring reports will be submitted to the Corps.</p> <p>In addition, the Applicant's wetland preservation plan will include the following components:</p> <ul style="list-style-type: none"> ▪ Establishment of vegetated wetland preservation easements of at least 50 feet and up to 100 feet around wetlands within 5-acre rural estate lots, equestrian, park, and golf course areas; ▪ Construction of Bio Filters (shallow depressions) between upland areas and wetlands within the Meadows community areas to protect water quality; 	Applicant	Planning Services Division	Prior to Approval of small lot tentative maps	Annually for 5 years	All elements of the wetland preservation and impact plan are implemented	Applicant

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"> ▪ Construction of wildlife travel corridors (in culverts) beneath roadways where wetlands are located near roads; ▪ Placement of fencing around wetlands during construction; ▪ Placement of public awareness signs with information on wetlands throughout Bickford Ranch; and ▪ Dedication of some open space areas to Placer County, and maintenance of the other common open space areas by the Homeowners Association. 						
<p>B-F: Protect riparian buffer zones</p> <p>Riparian buffer zones are necessary for the protection of stream water quality and habitat quality for red-legged frog and anadromous fish, including steelhead. The Applicant will implement the following measures during construction to ensure adequate protection for riparian buffer zones on the project site:</p> <ul style="list-style-type: none"> ▪ Erect orange construction barrier fencing at the outside edge of the dripline of riparian vegetation adjacent to project construction areas. No construction activity or vegetation removal will be allowed past the barrier. The barriers will be maintained by a biological monitor and will remain in place until all adjacent construction activity is completed. ▪ Construct all equestrian and pedestrian trails within the designated natural open space at least 25 feet from the outer edge of riparian vegetation. ▪ Bore and jack pipeline crossings of any drainages. Keep all pipeline construction activity at least 50 feet from the outside edge of riparian vegetation. ▪ Increase the buffer area to 100 feet from outermost edge of riparian vegetation along Clover Valley Creek and along the stream in the Meadows community natural open space adjacent to Sierra College Boulevard in the northwest portion of the site. <p>The Project Homeowners Association will be responsible for implementing the following measures to ensure adequate protection of riparian buffer zones after construction during the operation phase of the project:</p>	Applicant	Planning Services Division and CDFW	Prior to grading and construction	Prior to grading and during construction and prior to removal of blackberry or other riparian vegetation for proposed fire prevention or other maintenance activities within the riparian buffer zone	Riparian buffer zones are protected during grading, construction, and operation	Applicant

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"> ▪ Develop additional protection for the wetland protection easement along Clover Valley Creek, which is part of the rural estate lot R-19 R-06. No structures may be erected or landscaping placed within this easement. ▪ No removal of vegetation may occur within the riparian buffer zone, except for essential maintenance (e.g., fire prevention activities and <u>managed grazing</u>). Prior to removal of blackberry or other riparian vegetation for proposed fire prevention or other maintenance activities within the riparian buffer zone, the Applicant must notify CDFW of the activity. If CDFW determines that the activity "may substantially adversely affect existing fish or wildlife resources," the Applicant will be required to obtain a 1603 Streambed Alteration Agreement. CDFW has jurisdiction within the entire riparian corridor and regulates removal of riparian vegetation, even if the streambed is not directly affected (Hobgood, 2000). Removal of any riparian vegetation, whether or not the streambed or bank is altered, must be coordinated with CDFW through a Section 1603 Streambed Alteration Agreement. 						
<p>B-G: Conduct pre-construction surveys for special-status plants</p> <p>Before construction, the Applicant will hire a County-approved botanist to survey oak woodlands within all proposed construction areas for big-scale balsamroot, <u>Layne's ragwort (<i>Packera layneae</i>)</u>, <u>oval-leaved viburnum (<i>Viburnum ellipticum</i>)</u>, and <u>Red Hills soaproot (<i>Chlorogalum grandiflorum</i>)</u>. In all areas of oak woodland that will be graded, a survey should be conducted between March and May for big-scale balsamroot, <u>April and August for Layne's ragwort</u>, <u>May and June for oval-leaved viburnum</u>, and <u>May and June for Red Hills soaproot</u>. If no special-status plants are identified within construction areas, no further mitigation is required. However, if one or more populations are found within proposed construction areas, the Applicant will implement measures to be developed in coordination with the CDFW <u>(and USFWS for layne's ragwort)</u> to avoid the population, minimize impacts on the population, and/or compensate for removal of the population. Potential compensation measures may include avoidance of populations, where feasible; minimization of impacts on populations; purchase and preservation of another known population of the affected species; or attempts to transplant the species to an undisturbed area within the project site.</p>	Applicant	Planning Services Division	Prior to Construction	Once per construction work package	Special-status plants are avoided, or compensation approved by CDFW is implemented	Applicant

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>Before construction and/or approval of improvement plans, the Applicant will hire a County-approved botanist to survey oak woodlands within all proposed construction areas for big-scale balsamroot and vernal pools within all proposed construction areas for Bogg's Lake hedge hyssop, Hoover's spurge, dwarf downingia, Ahart's rush, Red Bluff dwarf rush, legenero, pincushion navarretia, slender oreutt grass, and Greene's tuctoria. In all areas of oak woodland that will be graded, a survey should be conducted between March and May for big-scale balsamroot. All vernal pools that will be graded should be surveyed in late April/early May and July for the special status vernal pool species listed above. If no special-status plants are identified within construction areas, no further mitigation is required. However, if any special-status plant populations are found within proposed construction areas, the project biological monitor will evaluate the significance of the population(s). If any special-status plant population is too small and isolated to be sustainable, the impact will be considered less than significant. If any special status plant population is large enough to be potentially sustainable, the loss of the population will be considered significant and the Applicant will implement mitigation. Potential mitigation measures for the loss of a special-status plant population include complete avoidance of the population, if feasible; minimization of the impact, i.e., partial avoidance; purchase and preservation of another known population of the affected species; transplantation of the plants or collection and sowing of the seeds to another on-site location; collection and sowing of seeds to an off-site location.</p> <p>The most feasible of these potential mitigation measures for any California balsamroot population that could not be avoided would be to transplant or seed the population to an undisturbed area of open canopied oak woodland or grassy slope on the site. A recommended location is within the open space preserve natural open space area off the northwestern corner of the proposed driving range. Avoidance or on-site transplantation is not feasible for the vernal pool plants, due to the proposed removal of all vernal pool habitat. The most feasible mitigation for special status vernal pool species would be to scrape the topsoil (approximately two inches deep) from any vernal pool that supports a special status plant population and place the soil within vernal pool habitat in a mitigation bank. The project site supports Mehrten formation vernal pools, which are not currently available at a mitigation bank. However, the special status plants with potential to occur in the project area are not endemic to Mehrten pools and should survive in pools on</p>						

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>other substrates. The Wildlands, Inc., is willing to accept a seed bank from the project site to transplant within vernal pool habitat at one of their wetland mitigation banks in Placer County (Berry, 2000).</p> <p>If a state or federal listed plant species population is identified within the proposed construction area, i.e., Bogg's Lake hedge hyssop, Hoover's spurge, slender orcutt grass, or Greene's tuctoria, the Applicant will notify CDFW (for state-listed species) and/or the USFWS (for federally listed species). CDFW and/or the USFWS may impose alternative or additional mitigation requirements to the soil transplantation for impacts to listed species. If alternative mitigation requirements are imposed, the Applicant will implement the alternatives in lieu of the proposed soil transplantation. If additional mitigation requirements are imposed, the Applicant will implement both the soil transplantation mitigation and the agency mitigation</p>						
<p>B-H: Compensate for loss of vernal pool fairy shrimp habitat</p> <p>The Applicant will compensate for direct effects on vernal pool fairy shrimp habitat associated with the project. This compensation will be achieved by implementation of one or a combination of the following measures, as described in the programmatic agreement between USFWS and the Corps (USFWS, 1995):</p> <ul style="list-style-type: none"> ▪ Create suitable habitat for vernal pool fairy shrimp at a 1:1 ratio, for a total of 0.23 acre of vernal pool habitat. ▪ Preserve suitable vernal pool fairy shrimp habitat at a 2:1 ratio, for a total of 0.46 acre of vernal pool habitat. The Applicant will purchase suitable vernal pool habitat credits at an off-site wetlands mitigation bank approved by Placer County. ▪ Obtain authorization from USFWS to take listed fairy shrimp species that would be affected by the project. A biological opinion under the federal ESA is required from the USFWS before construction begins. <p>The mitigation credits purchased for the fairy shrimp impacts will apply to the vernal pool impacts, and no additional wetland credits will need to be purchased for the vernal pool impacts.</p>	Applicant	Planning Services Division	Prior to Approval of grading permit	Once (for verification of purchase of credits); annually for 5 years (for created habitat)	Compensation is provided for loss of vernal pool fairy shrimp habitat	Applicant

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>B-I: Protect VELB habitat (elderberry shrubs) during construction</p> <p>For elderberry shrubs that will not be removed or damaged by the project, the Applicant will protect elderberry shrubs from inadvertent harm during construction as described in the USFWS's VELB mitigation guidelines. The Applicant will:</p> <ul style="list-style-type: none"> ▪ Fence and flag all areas to be avoided with a minimum setback of at least 20 feet from the dripline of each elderberry plant. ▪ Brief contractors on the need to avoid damaging elderberry plants and the possible penalties for not complying with these requirements. ▪ Install signs every 50 feet along the edge of the avoidance areas with the following information, "This area is habitat of the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet and must be maintained for the duration of construction. ▪ Restore the disturbed area to its original condition. Provide erosion control and revegetate with appropriate plant species, if needed. ▪ The Applicant will provide a written description of how the core and buffer avoidance areas are to be restored, protected, and maintained after construction is completed. 	Applicant	Planning Services Division	Prior to approval of grading permit	Weekly during construction; quarterly after restoration for 1 year	VELB habitat is protected, and disturbed area is restored	Applicant
<p>B-J: Compensate for loss of VELB habitat (elderberry shrubs)</p> <p>The Applicant will compensate for direct effects on VELB habitat associated with the project. This compensation will be achieved by implementation of the following measures, as described in the programmatic agreement between USFWS and the Corps (USFWS, 1996):</p> <ul style="list-style-type: none"> ▪ Confirm the number of elderberry stems one inch or greater at ground level that would be affected by the project <u>development</u>. Any elderberry shrub that has stems of at least one inch at ground level, and the project will permanently encroach within 100 feet of the shrub dripline, will be considered a removed shrub and will need to 	Applicant	Planning Services Division	Prior to approval of grading permit	Once (for verification of purchase of credits and establishment of conservation easement, if applicable)	Adherence to all conditions of the Biological Opinion, including purchase of <u>23 VELB credits from a USFWS approved mitigation bank</u>	Applicant

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>be compensated for, <u>except for shrubs located along existing ranch roads where the multi-purpose trail will be aligned.</u></p> <ul style="list-style-type: none"> ▪ Determine the VELB units that would need to be mitigated for the project pursuant to the programmatic agreement between USFWS and the Corps. ▪ Compensate for the loss of VELB habitat determined above at an off-site location approved by the USFWS and the Corps. ▪ Obtain authorization from USFWS to take VELB that would be affected by the project. <u>A biological opinion under the federal ESA is required from the USFWS before construction begins. The Project shall adhere to all conditions of the Biological Opinion, as revised. At a minimum, this shall include purchase of 22.2 beetle conservation credits from a USFWS-approved beetle conservation bank.</u> ▪ All elderberry shrubs removed for construction will be transplanted to a suitable mitigation area on-site according to the protocol set forth in the programmatic agreement between USFWS and the Corps (1996). The mitigation area will provide at least 1,800 square feet for each transplanted shrub. The mitigation area will not be disturbed by future development or maintenance other than that needed to sustain the transplanted shrubs. The shrubs will be transplanted between November and February, when the plants are dormant and have lost their leaves. A biological monitor will oversee the transplanting process to ensure no unauthorized take of VELB occurs. Monitoring will be required for five years. ▪ A minimum survival rate of 60 percent is normally required when transplanted shrubs are moved to a mitigation site that also contains new plantings of elderberry and associated species. An individual survival requirement for a mitigation site containing only transplanted shrubs may need to be developed with the County. ▪ Provide additional on-site compensation by planting elderberry plants at a ratio of 2:1 for affected elderberry stems. Elderberry plants will be placed within proposed oak tree planting areas. Plantings should be located in areas that will not be disturbed by future development or maintenance. 						

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
B-K: [Mitigation Measure B-K was skipped in the lettering of measures in the 2004 EIR]	N/A	N/A	N/A	N/A	N/A	N/A
<p>B-L: Conduct preconstruction surveys for nesting raptors <u>and migratory birds</u> in affected areas</p> <p>Before construction of any phase of the project between March and August in oak woodlands or riparian habitats, the project proponent will conduct preconstruction surveys to determine if nesting raptors, <u>special status birds or other migratory birds protected under the MBTA</u> are present on or near (within 500 feet) construction areas. Night-time surveys will be performed to determine the presence of nesting owls. If no nesting raptors are found, no additional mitigation will be need for that portion of the project. If these surveys detect nesting raptors on or near construction areas, a buffer zone will need to be established (see Mitigation Measure B-M). If construction will occur outside of the nesting season (August through February), no preconstruction raptor nesting surveys are necessary.</p>	Applicant	Planning Services Division	Prior to construction	Once per construction work package for construction occurring between March and August	Impacts to nesting raptors <u>and migratory birds</u> are avoided	Applicant
<p>B-M: Develop buffer zones around nesting raptors <u>and migratory birds</u> during construction</p> <p>If nesting raptors, <u>special status birds or other migratory birds</u> are found on or near active construction areas, a no-disturbance buffer zone will be established until nesting activity or construction activity is completed. The distance and placement of the buffer area will be determined in consultation with CDFW. Typically, buffer zones consist of a 500-foot radius area around the nest tree. If construction will occur outside of the raptor nesting season (September – February), no raptor surveys are required.</p>	Applicant	Planning Services Division	Prior to construction	Weekly during construction	Impacts to nesting raptors <u>and migratory birds</u> are avoided	Applicant
<p>B-N: Install bat gates at tunnel entrances</p> <p>The Applicant will coordinate with Bat Conservation International (BCI) to prepare designs for bat gates designed to prevent human entry and provide free access to tunnels and shafts for bats. Final designs will depend on the mine opening configuration. Bat gates will be placed over all tunnel and shaft entrances that have been identified on the project site.</p> <p>To avoid or minimize impacts on special-status bats, the Applicant will retain a qualified bat specialist to conduct surveys in the oak woodlands</p>	Applicant	Planning Services Division and CDFW	Prior to construction	Prior to and during construction	Bat gates are installed where appropriate and a bat management plan and habitat improvement program is implemented, if appropriate	Applicant

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>and human-made structures to determine if special-status bats are present within areas of the project site proposed for development. If no special-status bats are present, no additional mitigation is required. If special-status bats are present within development areas, the Applicant will incorporate into Mitigation Measure B-A a bat management and habitat improvement program. This program may include the installation of bat roost boxes in the open space areas or vegetation management in the open spaces areas to enhance and manage bat habitat. The Applicant will consult with CDFGCDFW regarding appropriate bat management.</p>						
<p>B-O: Obtain and implement conditions of state and federal permits for impacts on waters of the United States</p> <p>The Applicant will obtain and implement all conditions in the following permits:</p> <ul style="list-style-type: none"> ▪ Section 404 permit from the Corps for fill of waters of the United States, including wetlands (the project would likely qualify for approval under the Nationwide Permit Program). <p>Compliance with Section 106 of the National Historic Preservation Act and with the federal ESA. To comply with Section 106, the Corps will obtain concurrence from the State Historic Preservation Officer that the project will have no effect on any historic property. Compliance with the federal ESA may require consultation with the USFWS under Section 7 of the act, which will result in completion of a biological opinion for all listed species affected by the project.</p> <ul style="list-style-type: none"> ▪ Section 401 water quality waiver or certification from the Regional Water Quality Control Board. ▪ Section 1603 Streambed Alteration Agreement from CDFGCDFW. 	Applicant	Planning Services Division, CDFW, USFWS, USACE	Prior to approval of grading permit	Per federal and state permits	Compliance with conditions of state and federal permits	Applicant
<p>B-P: Protect wetlands during construction</p> <p>To minimize indirect impacts on jurisdictional waters of the United States that are connected to, but outside of, the project area, the Applicant will implement the following:</p> <ul style="list-style-type: none"> ▪ Identify waters of the United States in the project area by fencing before construction activity. Fencing of wetlands within the Meadows community area will be placed to keep all construction 	Applicant	Planning Services Division	Prior to construction	Weekly during construction (to ensure fencing stays up); daily during activity	Wetlands are protected	Applicant

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>equipment out of the wetlands during excavation of the lakes and grading of the Bio Filters.</p> <ul style="list-style-type: none"> ▪ Avoid sidcasting material into or near the stream channels and wetlands adjacent to project construction. ▪ Grade drainage beds and banks of waters of the United States that are temporarily disturbed during construction to the preconstruction contours and replace the top 12 inches of soil and plant material. 				adjacent to fencing		
<p>B-Q: Develop and implement an open space management plan</p> <p>The Applicant will develop and implement an open space management plan pertaining to the designated natural open space and open space easement areas on the project site. A management plan will be established to protect the habitat quality of wetlands, oak woodlands, and riparian habitat in the open space areas. The natural open space designation will be designed to preclude future development activities other than the proposed trail construction. The open space management plan will also be coordinated with the Applicant's oak woodland conservation and revegetation plan discussed under Mitigation Measure B-A, the Applicant's Wetlands Preservation and Impact Plan, and the proposed fuel modification zones. At a minimum, the plan will include the following information regarding designated natural open space and the open space easements:</p> <ul style="list-style-type: none"> ▪ land use activities compatible with preservation of existing habitats, such as construction of linear infrastructure projects that minimize impacts on sensitive resources and trail construction designed to avoid or minimize impacts on wetlands and protected trees; ▪ land uses and practices that would be incompatible with habitat preservation, such as road or building construction, grazing, and use of pesticides or herbicides; ▪ establishment of adequate buffers between natural open space and planned development, which could include guidelines for placement of equestrian and pedestrian trails within the buffer zone to keep the remaining open space area intact and specific landscaping guidelines to design a transition zone between ornamentally landscaped development and natural open space; 	Applicant	Planning Services Division	Prior to recordation of final Large Lot Tentative Map	Prior to approval of Large Lot Tentative Map	An open space management plan is developed and implemented	Applicant

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"> ▪ placement of interpretive signage at the beginning of, and along, trails to provide information about the on-site habitats and sensitive biological resources, including special-status species and wetlands; ▪ locations and methods for fuel modification in open space areas, such as vegetation removal methods; ▪ design methods for wetland easements to minimize mosquito nuisance conditions while retaining wetland habitat value; ▪ performance standards, such as the extent of vegetative cover and native species diversity, and a five-year interval monitoring program to evaluate responses of habitat in the open space according to the performance standards; ▪ potential remedial actions if habitat conditions show downward trends that are not related to natural factors such as extended drought; and ▪ fences that are placed along the perimeter of the Specific Plan area, especially near open space areas, shall be designed to allow small mammals as well as deer and other wildlife to pass through them without harming or trapping them. Where fencing is installed along the perimeter of the Specific Plan area, it shall be open wire rather than screen, net, or woven wire. 						
<p>B-R: Avoid removal of blackberry riparian vegetation</p> <p>The Applicant will avoid removal of blackberry shrubs in creeks and other drainages in the Bickford Ranch Plan Area. Avoiding removal of blackberry shrubs is necessary for the protection of riparian wildlife habitat, stream water quality, and potential California red-legged frog habitat.</p>	Applicant	Planning Services Division	Prior to approval of grading plans and approval of fuel modification plans	Annually	Blackberry shrubs in creeks and other drainages are protected	Applicant
<p>B-S: Preserve and enhance annual grassland vegetation adjacent to golf course</p> <p>The Applicant will incorporate into the golf course design the preservation of annual grassland vegetation within undeveloped areas adjacent to the fairways. Vegetation in these areas will be enhanced by seeding with a locally collected native annual wildflower seed mix that includes species already present on site.</p>	N/A	N/A	N/A	N/A	N/A	N/A

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><u>B-T: Replace oak woodland acreage/canopy</u></p> <p><u>To mitigate impacts to oak woodland within the development footprint, the project shall provide mitigation of 2:1 ratio by any of the following methods:</u></p> <ol style="list-style-type: none"> <u>1. Preserve in perpetuity 433.4 acres of oak woodland in Placer County (on-site or off-site). The oak woodland acreage preserved shall be in perpetuity and the project shall fund an endowment for the long-term management of the oak woodland.</u> <p><u>Or</u></p> <ol style="list-style-type: none"> <u>2. Make an in-lieu fee payment to the Placer County Tree Preservation Fund equivalent to the fair market value of a conservation easement on 433.4 acres of oak woodland property in Placer County, with such fair market value established via an appraisal within 150 days of the Board of Supervisors' action on the project. Any in lieu payment shall be paid at the time of recordation of the first final subdivision map on the property. Such in-lieu funds shall include both a conservation component and an in-perpetuity management component. These funds will be used by the County to purchase conservation easements for other oak woodland in the County.</u> <p><u>If changes to the project are required during the Grading Plan process that result in modifications to the development footprint and impact area, the amount of such oak woodland acreage to be mitigated shall be revised accordingly consistent with this mitigation measure.</u></p>	Applicant	Planning Services Division	Prior to or at the time of recordation of the first final subdivision map on the property	Once (for verification of preservation of oak woodland or payment of in-lieu fee) and anytime changes to the project are required during the Grading Plan process.	433.4 acres of oak woodlands are preserved or payment of in-lieu fee has been made	Applicant
<p><u>B-U: Provide Funding for Impacts to significant trees</u></p> <p><u>To address impacts to Significant Trees within the development footprint, the project shall provide funding for restoration and compensation of impacts to Significant Trees by paying a total amount of \$2,491,500 in two components: 1) A lump sum payment of \$491,500 shall be paid prior to issuance of first grading permit for backbone infrastructure in Phase 1 in the BRSP; and 2) payment of Bickford Ranch Tree Fee of \$1,058.21 per residential unit at time of building permit. The mitigation funds shall be used by the County to acquire and conserve open space, restore existing open space, or for the restoration and/or conservation of oak woodlands in priority locations.</u></p>	Applicant	Planning Services Division	Prior to issuance of grading permit and at the time of issuance each residential building permit	Once (for verification of lump sum payment) and whenever a building permit is issued for each residential unit	Bickford Ranch Tree Fee is paid for residential unit	Applicant

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
CULTURAL RESOURCES						
<p>C-A: Incorporate important cultural resources into open space</p> <p>The Applicant proposes to incorporate important cultural resources into open space to the extent possible. Easement restrictions would then be incorporated in CC&Rs as necessary. CEQA stipulates that in-situ preservation is the preferred manner of avoiding damage to archaeological resources. By incorporating important cultural resources into open spaces or greenbelt, impacts to these resources would be avoided.</p>	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to approval of final Large Lot Tentative Map and prior to approval of CC&Rs	Prior to approval of final Large Lot Tentative Map	Easement restrictions for cultural resources are incorporated in CC&R	Applicant
<p>C-B: Cap resource area with layer of soil prior to construction</p> <p>The Applicant proposes to cap important and potentially important archeological resources where feasible prior to construction in the area. 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 and Engineering and Surveying Division	Prior to grading during construction	Prior to construction near important and potentially important archeological resources	Important and potentially important archeological resources are capped if feasible	Applicant
<p>C-C: Conduct data recovery excavation if capping is infeasible</p> <p>Require the project Applicant to retain a qualified professional archeologist to conduct data recovery excavation. This mitigation measure would be implemented as an alternative to Mitigation Measures C-A or C-B at identified important or potentially important cultural resource sites.</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 and Engineering and Surveying Division	Prior to grading during construction, if capping is infeasible	Prior to construction near important and potentially important archeological resources	Data recovery excavation is conducted if capping is infeasible	Applicant

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>C-D: Conduct subsurface testing</p> <p>Require the project Applicant to retain a qualified professional archeologist to conduct subsurface testing at potentially important cultural resource sites. As it has not been definitively determined that the 17 sites comprised of "isolated" milling stations do not contain subsurface deposits, subsurface testing procedures should be initiated for sites when construction is to occur within 100 feet and where Mitigation Measures C-A and C-B prove infeasible.</p> <p>Subsurface testing procedures could involve shovel testing, augering, or other such techniques designed to identify and/or characterize subsurface cultural deposits. If a resource is determined to be important under CEQA, then Mitigation Measure C-C (Conduct data recovery excavation) must also be implemented.</p>	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to grading during construction, if Mitigation Measures C-A and C-B are infeasible	Prior to construction near important and potentially important archeological resources	Subsurface testing is conducted at potentially important cultural resource sites	Applicant
<p>C-E: Immediately stop ground disturbing activities in vicinity and consult qualified professional archaeologist, the Placer County Planning Department <u>Planning Services Division</u>, the Department of Museums, and the County Coroner, if buried cultural deposits are discovered during construction. The County Coroner will notify the Native American Heritage Commission if it is determined that the remains are Native American Indian.</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. In addition the Placer County Planning Department <u>Planning Services Division</u> and Department of Museums must also be contacted. Such recommendations for important resources could include resource avoidance (Mitigation Measure C-A), capping (Mitigation Measure C-B), or data recovery excavations (Mitigation Measure C-C). Work in the area may only proceed after authorization is granted by the Placer County Planning Department <u>Planning Services Division</u>.</p> <p>Construction crews will be trained in the identification of archaeological resources prior to commencing ground-disturbing activities. This training will include: (1) proper identification of archaeological deposits; (2) the procedures to be followed in the event of such a discovery; (3) an understanding of the importance of protecting cultural resources; and (4)</p>	Applicant	Planning Services Division	During construction	At least weekly during construction; submit weekly reports to Planning Services Division	Cultural and archaeological resources are protected, or loss is compensated	Applicant

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>an overview of applicable laws, statutes and ordinances. Training will be conducted by a qualified archaeologist in person, and written materials will be provided to each trained crew member, who will be required to sign that he or she has received the training, understands it, and agrees to abide by it.</p>						
<p>C-F: Retain a qualified professional paleontologist to conduct weekly inspections during grading activities and salvage fossils as necessary</p> <p>Placer County requires that the Applicant retain a professional paleontologist to implement a plan for managing paleontological resources, monitor grading activities, and salvage fossils as necessary. A paleontological report produced for the Proposed Project (Noble 1997) recommends that given the low probability of encountering paleontological resources on the Bickford ranch, weekly inspections by a qualified professional paleontologist during grading activities shall be sufficient to manage these unique resources. The Applicant shall, however, provide written evidence to the Placer County Planning Department Planning Services Division that a qualified paleontologist has been retained to provide the required services.</p>	Applicant	Planning Services Division	During grading activities	At least weekly during construction; submit weekly reports to Planning Services Division	Paleontological resources are protected and/or salvaged	Applicant
GEOLOGY AND SOILS						
<p>G-A: Comply with Placer County ordinances for all grading, drainage and construction of improvements</p> <p>The Applicant proposes that all grading, drainage and construction of improvements will be in accordance with the Placer County Grading Ordinance, Chapter 29, Sections 29.1 through 29.10 of the Ordinance Code of Placer County. Specific sections applicable to this project include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ Sections 29.510 and 29.520 covering the content of preliminary and final grading plans to be submitted to the County for review and determination of grading permit requirements. ▪ Section 29.550 regarding implementation of erosion and sediment control plans to take into consideration time of year in terms of potential for rainfall and heavy storms. ▪ Sections 29.610, 29.615, 29.620, 29.625 and 29.630 regarding geotechnical, geologic and final reporting requirements. 	Applicant	Engineering and Surveying Division	Prior to approval of grading plan	Daily during grading activities; weekly during construction; submit weekly reports to Engineering and Surveying Division	Compliance with Placer County ordinances for all grading, drainage and construction of improvements Placer County ordinances for all grading, drainage and construction of improvements	Applicant

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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"> Section 29.780 regarding submission of erosion and sediment control plans for timely implementation of measures to prevent increased discharge of sediment during all stages of construction and effective revegetation to stabilize disturbed areas. <p>Plans required under this ordinance will be submitted to and approved by the County prior to commencement of construction activities. These measures would reduce the impacts of these activities to less than significant.</p>						
<p>G-B: Prepare and implement a grading and erosion control plan</p> <p>The Master Grading Plans will show all proposed grading, drainage improvement, vegetation and tree removal. Revegetation of disturbed areas and vegetation maintenance will be provided for in the Master Grading Plan. The Master Grading Plan should include:</p> <ul style="list-style-type: none"> General grading concepts, including reduction of impacts on sensitive habitat and open space, maintenance of natural character and aesthetic values, incorporation of existing drainageways and landforms, minimal disturbance of vegetation, including oak trees and soil stabilization. General guidelines for grading of hillside lots, including placement of retaining walls, consistency with geotechnical recommendations, consistency of lot drainage with the Master Drainage Plan and construction of unobtrusive interceptor ditches where necessary to reduce erosion potential. Specific grading guidelines for Meadows, Ridges and Heritage Ridge portions of the project. Guidelines for developing grading transitions, including terraces where necessary for stability and access to sloped areas. <p>An erosion control plan will be provided with the Master Grading Plan. The erosion control plan will contain Best Management Practices, including timing of grading activities to minimize soil exposure during the wet season. By October, all areas that have been graded and that will remain undeveloped during the rainy season will be revegetated with compatible native vegetation and secured from the possibility of erosion.</p> <p>Employment of measures during construction to prevent eroded soil from entering site drainageways, including: placement of hay bales or other</p>	Applicant	<u>Engineering and Surveying Division</u> <u>Department of Public Works</u>	Prior to approval of grading plan	Daily during grading activities; weekly during construction; submit weekly reports to <u>Engineering and Surveying Division</u> <u>Department of Public Works</u>	All elements of the grading and erosion control plan are implemented	Applicant

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
acceptable materials such as sediment barriers, the installation of temporary earth berms and/or sediment traps, use of fabric silt fences, spreading hay or straw on exposed areas, development of temporary settling areas and use of other means for slowing runoff and reducing sediment loads.						
<p>G-C: Comply with the conclusions of a site-specific geotechnical investigation</p> <p>The Applicant proposes that, prior to the commencement of any earthwork on the project site or study area infrastructure improvement corridor, a full-scale, detailed geotechnical investigation will be completed. A specific geotechnical evaluation performed after specific plans have been developed for the proposed project will include:</p> <ul style="list-style-type: none"> ▪ Soil borings; ▪ Laboratory testing; and ▪ Grading and design recommendations. <p>The grading and design recommendations will, at a minimum, address the following issues:</p> <ul style="list-style-type: none"> ▪ Fill control plan; ▪ Expansive soils; ▪ Differential settlement; ▪ Slope instability; ▪ Foundation instability; ▪ Stream bank protection; ▪ Evaluation of inactive mine sites and tunnels; and ▪ Other significant geological characteristics pertinent to proper development of the project site and off-site infrastructure improvement corridor. <p>The geotechnical investigation will consist of soil borings to collect samples and laboratory testing to determine the appropriate design parameters for use in determination of the structural fill, roadbed fill, and landscaping fill requirements, along with the fill placement requirements.</p>	Applicant	Engineering and Surveying Division	Prior to approval of grading plans	Prior to and during construction	Compliance with site-specific geotechnical investigation	Applicant

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>The various soils will also be tested for corrosivity, to allow for proper foundation design.</p> <p>Design of engineered fills will require that the geotechnical investigation assess the structural properties of each of the different soils types throughout the project site. Such an investigation will address specific areas of the project site to be developed in order to account for the various structures and roadways proposed for that particular area.</p> <p>The geotechnical investigation will provide recommendations for monitoring of grading and fill placement and compaction testing to be performed to ensure proper placement of all fill types (structural, non-structural, and roadbed).</p> <p>In addition to the measures mentioned above, soils will be tested for their shrink-swell potential. Soils with low strength and/or high shrink-swell potential will be controlled by over-excavation, or covering these soils with a sufficient amount of granular soils (as determined by the geotechnical investigation). Potentially expansive soils will only be placed in areas determined not to consist of structural fill.</p> <p>In addition to evaluation for engineered fills, specific geotechnical evaluation of engineered slopes will also be included in the geotechnical evaluation. All proposed cut and/or fill slopes will be evaluated for proper design in order to reduce the hazard of over-steepening and/or removing of their lateral support, both of which could lead to slope instability, structural failure, and landsliding. If necessary, slopes will be designed with additional lateral support, such as buttressing, and fill slopes will be properly keyed into competent formational materials. Slopes (banks) along the creek channels will be designed with proper slope protection to prevent soil erosion and channel-bank undercutting.</p> <p>The geotechnical evaluation will include specific recommendations for inactive mine sites where potential collapse of tunnels, shafts, or air shafts could affect the stability of improvements or otherwise create a safety hazard.</p> <p>These measures would reduce the impacts for differential settlement, foundation instability, expansive soils, and slope instability to levels which are less than significant.</p>						

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>G-D: Implement appropriate trail design, construction and maintenance standards to minimize erosion</p> <p>Wilderness trails will be constructed and maintained based on appropriate and standard trail construction guidelines, such as U.S. Forest Service Trail Handbook 2309.18 (USFS, 1991). Soil type and trail grade should be considered with reference to cross drain frequency, and grades should be minimized on highly erosive soil types. Since cross drains are maintenance intensive, particularly under equestrian use, trails should be designed to eliminate them where possible by rolling the grades, i.e., providing dips on graded sections to eliminate long sloped trail sections. Design, construction and maintenance of wilderness trails based on standardized trail construction guidelines would reduce the potential impact of erosion to less than significant.</p>	Applicant	Planning Services Division and Department of Public Works and Facilities, Parks Division, and Engineering and Surveying Division	Prior to approval of improvement plans	Prior to and during construction	Compliance with appropriate and standard trail construction guidelines	Applicant
HAZARDS AND HAZARDOUS MATERIALS						
<p>HW-A: Report possible contamination to EHS-HMS</p> <p>Prior to initiating construction, all abandoned vehicle bodies and other casual refuse on the site shall be removed and disposed of appropriately. Construction contract specifications will require that, if during site grading and construction activities, any unearthened areas of apparent or suspected environmental impacts shall be immediately reported to the County's Environmental Health Services – Hazardous Materials Section. Resolution of the problem shall be to the satisfaction of Environmental Health Services and the Central Valley Regional Water Quality Control Board.</p>	Applicant	<u>Engineering and Surveying Division</u> and <u>Division</u> Department of Environmental Health <u>Services</u>	Prior to grading permits	Weekly during construction or more frequently if required by County	Possible contamination is reported, and problem resolved	Applicant
<p>HW-B: Comply with <u>CALFIRE CDF</u> and <u>Penryn Fire Department</u> requirements for temporary storage of combustible/flammable liquids at construction sites</p> <p>The Applicant proposes procedures to comply with the requirements of the <u>CALFIRE CDF</u> and the <u>Penryn Fire Department</u>. The <u>CALFIRE CDF</u> and the <u>Penryn Fire Department</u> have specific requirements for the temporary storage of combustible/flammable liquids at construction sites which must be followed. 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</p>	Applicant	California <u>Department of Forestry and Fire Protection</u> Division of Forestry, <u>Penryn Fire Department</u> , <u>Placer County Fire Department</u>	Prior to construction	Weekly during construction	Compliance with requirements for temporary storage of combustible/flammable liquids at construction site	Applicant

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
County Building Department. The Applicant shall also participate in the Community Right-to-Know program administered by the County.						
<p>HW-C: Comply with the County and CALFIRE CDF requirements for reporting releases of hazardous materials</p> <p>The Applicant proposes to comply with County and CDF requirements for reporting releases of hazardous materials. If a release of hazardous materials should occur, it will be contained and reported to the CDF and County Environmental Health Department immediately. Impacted soil will be excavated and disposed of as may be required by the County. Implementation of these measures would reduce the potential impact to less than significant.</p>	Applicant	California Department of Forestry and Fire Protection Division of Forestry, Penryn Fire Department, Placer County Fire Department	During Construction	Weekly during construction	Compliance with requirements for reporting releases of hazardous materials	Applicant
<p>HW-D: Comply with recommendations of a limited groundwater investigation</p> <p>A limited groundwater investigation, planned and conducted by qualified environmental engineering consultants, will be conducted to assess whether contaminated groundwater exists downgradient of the former ranch headquarters area. Such an investigation will include installation and sampling of one or more borings to shallow groundwater located on the project site immediately downgradient of the headquarters area. If the analytical results are other than non-detect, follow up investigation will be required to assess appropriate remedial action. The Applicant will comply with the recommendations of the groundwater investigation.</p>	Applicant	Department of Environmental Health	Prior to construction	Prior to construction	Compliance with the recommendations of the groundwater investigation	Applicant
<p>HW-E: Comply with Placer County Department of Environmental Health requirements for preparation and filing of Emergency Response Plans and Hazardous Materials Storage and Containment Plans</p> <p>The Applicant proposes to comply with Placer County Department of Environmental Health requirements for preparation and filing of Emergency Response Plans and Hazardous Materials Storage and Containment Plans. These requirements apply to any commercial business which stores an acutely hazardous substance or 55 gallons and/or 50 pounds of a hazardous substance or 200 cubic feet of combustible gas. These plans would be prepared under Article 80 of the Uniform Fire Code. Copies of these documents must be provided to the</p>	Applicant	Department of Environmental Health Services	Prior to operation of any commercial business which stores an acutely hazardous substance or 55 gallons and/or 50 pounds of a hazardous	Once (to verify filing of applicable plans)	Compliance with Placer County Department of Environmental Health requirements for preparation and filing of Emergency Response Plans and Hazardous	Applicant

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
CDF and the Penryn Fire Department. These measures would reduce the impacts to a level which is less than significant.			substance or 200 cubic feet of combustible gas.		Materials Storage and Containment Plans.	
<p>HW-F: Finalize and implement the Applicant's Golf Course Chemical Application Management Plan</p> <p>The Applicant shall prepare a draft Golf Course Chemical Application and Management Plan (CHAMP) and Water Quality Monitoring Plan. The purpose of the CHAMP is to document turf/landscape maintenance policies and procedures to be employed at the golf course and associated facilities. The specific objectives of the policies and procedures are to:</p> <ul style="list-style-type: none"> • Prevent and minimize potential impacts to soil, surface water (runoff), and groundwater from use of pesticides, fertilizers, and other potentially hazardous materials; • Provide for appropriate management and storage of potentially hazardous chemicals used at the golf course; and • Provide for monitoring to provide data for management feedback and to demonstrate these objectives have been achieved. <p>Locations for water monitoring shall be based on the management information objectives of the CHAMP and shall have a sound hydrogeologic basis. Monitoring points shall be located generally as indicated on Figure GW1-1. Two types of groundwater monitoring wells shall be provided. Type 1 monitoring wells shall be located in the shallow groundwater zone within the zone of decomposed granitic bedrock adjacent to selected fairways to provide early feedback for management purposes. Type 2 wells shall be sited to provide more general coverage within the shallow groundwater zone of portions of the golf course and associated detention basins.</p> <ul style="list-style-type: none"> • Type 1 Monitoring Wells— A minimum of four groundwater monitoring locations shall be sited, as shown in Figure GW1-1, directly adjacent to selected fairways and the driving range to provide early identification of potential water quality problems and implementation of corrective actions within a short time frame. The wells shall be sited in proximity to the flowlines of existing natural 	N/A	N/A	N/A	N/A	N/A	N/A

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>drainageways. Siting of the wells shall be directed by a professional geologist or hydrogeologist to monitor shallow, laterally migrating groundwater within the zone of decomposed granitic bedrock, and shall be completed and screened to the base of the zone of decomposition. These wells are identified as:</p> <ul style="list-style-type: none"> ○ Monitoring Well (MW)1-1, to be located adjacent to the lower end of the driving range; ○ MW1-2, to be located adjacent to the fairway and green of the 12th hole; ○ MW1-3, to be located in proximity to a drainage way below the fairway of the 14th hole; and ○ MW1-4, to be located in proximity to a drainage way adjacent to the fairway and green of the 6th hole. <p>• Type 2 Monitoring Wells — Four groundwater monitoring locations shall be sited on the golf course perimeter to provide overall coverage of the majority of the golf course area. The wells shall be sited in proximity to the flowlines of existing natural drainageways, and shall be designed to monitor shallow, laterally migrating groundwater within the zone of decomposed granitic bedrock. Installation of these wells shall be supervised by a geologist or hydrogeologist, and they shall be completed and screened to the base of the zone of decomposition.</p> <ul style="list-style-type: none"> ○ MW2-1 shall be located in Clover Valley approximately ¼ mile northeast and upgradient from Clover Valley Reservoir. This location provides coverage of shallow groundwater draining managed turf areas associated with golf course holes 12 through 16 and a portion of the 17th fairway. MW2-1 is also downgradient of three detention ponds and a PCWA storage pond. ○ MW2-2 shall be located at the confluence of the Clover Valley Creek drainage and a drainage which includes the 10th hole and a portion of the 1st hole. This location is also downgradient of the portion of the golf course monitored by MW2-1. ○ Monitoring well MW2-3 is to be located downgradient of a detention pond within a drainage to the north of Boulder 						

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<p>Ridge. The fairway and green of the 7th hole is located in the upper end of the drainage.</p> <ul style="list-style-type: none"> ○ Monitoring well MW2-4 is located downgradient of a detention pond in the drainage that includes the 3rd and 4th holes. ▪ Surface Water Monitoring – The PCWA pond that will be constructed adjacent to the 13th hole will become part of the canal operating system. This pond would intercept surface water runoff from several fairways on the eastern portion of the golf course and shall be incorporated into the monitoring program as surface water monitoring location SW-1. <p>Details of the plan cover the specific sampling parameters to be used, the frequency of sampling, and the reporting of results. This is described in more detail in Master Response GW-5. The draft CHAMP is generally adequate for the current status of the project. When a golf course owner/operator prepares operational plans, it will then be appropriate to amend the CHAMP with details of the following:</p> <ul style="list-style-type: none"> ▪ Golf course layout. ▪ Drainage facilities. ▪ A minimum 25-foot natural area buffer zone between managed turf and water bodies. ▪ A map delineating the relationship between managed turf, natural areas, and surface water bodies. ▪ Selection of plant and turf material to minimize need for pesticide use. ▪ A specific list of chemicals to be used. ▪ Procedures for the use of each chemical. ▪ Schedule for soil nutrient testing that provides for testing once per year, after one year of testing that demonstrates that nutrient requirements remain relatively constant. <p>The County must accept the final CHAMP prior to issuance of grading permits or approval of improvement plans, whichever is issued first.</p>						

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>HW-G: Comply with underground storage tank regulations through the Placer County Environmental Health Department</p> <p>Any commercial businesses that have underground storage tanks and/or aboveground storage tanks must comply with underground storage tank regulations through Placer County.</p>	Applicant	Department of Environmental Health Services	Prior to installation of underground and/or aboveground storage tanks at a commercial business within the BRSP	As required by the underground storage tank regulations	Compliance with underground storage tank regulations through the Placer County Environmental Health Department	
HYDROLOGY AND WATER QUALITY						
<p>H-A: Prepare and implement a post-construction development stormwater management program</p> <p><u>The Applicant shall obtain coverage under meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Phase II General Permit for Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s). The Applicant shall prepare and implement a post-development construction storm water management program compatible in accordance with the requirements of the Phase II MS4 Permit, by implementing the West Placer Storm Water Quality Design Manual during project design, including the implementation of LID measures.</u></p> <p><u>The Applicant shall implement one or more of the following site design measures to reduce project site runoff (Order No. 2013-0001-DWQ (CAS000004), Section E.12.b.ii):</u></p> <ul style="list-style-type: none"> ▪ <u>Stream Setbacks and Buffers - a vegetated area including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake reservoir, or coastal estuarine area;</u> ▪ <u>Soil Quality Improvement and Maintenance - improvement and maintenance soil through soil amendments and creation of microbial community;</u> ▪ <u>Tree Planting and Preservation - planting and preservation of healthy, established trees that include both evergreens and deciduous, as applicable;</u> 	Applicant	Planning Services Division, Engineering and Surveying Division, and Department of Public Works	Prior to operation	Per the requirements of the NPDES Phase II General Permit	A post-construction Stormwater management program is prepared and implemented	Applicant

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"> ▪ <u>Rooftop and Impervious Area Disconnection - rerouting of rooftop drainage pipes to drain rainwater to rain barrels, cisterns, or permeable areas instead of the storm sewer;</u> ▪ <u>Vegetated Swales - a vegetated, open-channel management practice designed specifically to treat and attenuate storm water runoff.</u> <p>The Applicant proposes to will develop a Stormwater <u>Quality Management Program in accordance with the West Placer Storm Water Quality Design Manual and under the guidelines set up by the Placer County Flood Control and Water Conservation District's Stormwater Management Manual.</u> The components of the program include <u>reducing storm water runoff from impervious surfaces using source control, site design, and LID measures,</u> protection from flooding, <u>baseline hydromodification management,</u> protection and enhancement of the stream environment, prevention of erosion and adverse water quality, <u>and incorporation of regional stormwater management goals.</u> creation of multiple resource use, and assurance of the growth of the project to minimize its adverse impacts.</p> <p>The purpose of this mitigation measure is to provide a plan for ensuring that <u>the project is designed to reduce impacts to surface water both during and after construction, incorporate site design and LID features, and manage increased flows from impervious surfaces accordingly.</u> <u>Where necessary,</u> structural BMPs constructed as part of the proposed project are will be maintained appropriately properly such that they continue to perform their intended function as long as the project site is occupied. Placer County does not have an NPDES permit covering storm water discharges in the county; however, the Placer County General Plan sets forth several policies which function to bring the County into compliance with the substantive requirements of the NPDES program.—The Storm Water Management Plan will address site-specific drainage characteristics, <u>site assessment, site design measures, source control, LID design,</u> storm water conveyance systems, discharge points, potential sources of runoff water quality impacts, specific structural BMPs that have been constructed as part of the project <u>after runoff from impervious surfaces has been effectively reduced,</u> recommended operational BMPs, a maintenance program for structural BMPs, a monitoring program designed to evaluate the need for BMP modifications</p>						

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
or additional BMPs, and identification of specific parties responsible for implementing each part of the plan.						
<p>H-B: Provide runoff rate control</p> <p>The Applicant proposes runoff rate control for detaining peak stormwater flows. The proposed project includes detention structures (ravine detention ponds and outfall swale treatment features, excavated detention ponds and lakes) to reduce the flow rate during peak storm events to less than the existing flow. This is based on the Placer County Stormwater Management Manual requirements. The structures will be constructed with low flow outlets and high flow spillways in order to catch and detain the peak of the storm and regulate the rate of discharge to the receiving body of water. The structures will be designed to meet the County requirements, consistent with the Project Drainage Study. Figure 3-21 shows the location of the detention structures for the proposed project.</p>	Applicant	Engineering and Surveying Division	Prior to approval of grading plans and improvement plans	Prior to grading plans and during construction	Stormwater structures are design and constructed to meet the County requirements, consistent with the Project Drainage Study	Applicant
<p>H-C: Provide or purchase retention storage</p> <p>The Applicant will construct or cause to be constructed 408 52 acre-feet of retention storage within the Auburn Ravine watershed portion of the project site, or will purchase storage volume from the City of Lincoln in its <u>Lakeview Farms Mitigation project</u>. The retention storage will be provided either entirely off-site or through a combination of on-site and off-site storage. The Applicant is formally communicating with the City of Lincoln to increase the volume of the City's Master Drainage Plan retention basin to accommodate the increase in runoff volume emanating from the proposed project site. However, additional technical analysis would be required to demonstrate the feasibility of increasing the storage volume of the City's retention basin such that it would accommodate the proposed project runoff volume. In addition, the current schedule for design and construction of the basin extends over a period of several years. Therefore, until off-site retention storage is constructed and available for mitigation of increased runoff volumes emanating from the proposed project site, the Applicant shall, prior to commencement of construction of any phase of the project that discharges runoff into Auburn Ravine, provide technical analysis demonstrating that on-site retention storage is being provided in compliance with the requirements of Sutter and Placer counties.</p>	Applicant	Engineering and Surveying Division	Prior to approval of improvement plans	Prior to and during construction	52-acre-feet of retention storage will be provided or purchased	Applicant

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>H-D: Prepare and implement a Storm Water Pollution Prevention Plan for construction activities</p> <p>The Applicant proposes to shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). Construction activities involving the disturbance of five or one or more acres are required to apply for coverage under the SWRCB's NPDES General Permit for Storm Water Discharges Associated with Construction Activities. To obtain coverage under the permit, the Applicant must submit a Notice of Intent with the required permit fee and prepare a SWPPP. The contents of the SWPPP are set forth in detail in the permit application package and 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 RWQCB will issue Waste Discharge Requirements (WDRs) which set forth conditions, discharge limitations, and monitoring and inspection requirements. Development and implementation of the SWPPP is the responsibility of the Applicant and its assignees.</p> <ul style="list-style-type: none"> ▪ <u>A spill prevention and countermeasure plan shall be developed which would identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used on-site. The plan would also require the proper storage, handling, use, and disposal of petroleum products.</u> ▪ <u>Construction activities shall be scheduled to minimize land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation will be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.</u> ▪ <u>Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures such as terraces, dikes, and ditches shall collect and direct runoff water around vulnerable areas to prepared drainage outlets. Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.</u> 	Applicant	Department of Public Works and <u>Engineering and Surveying Division and Environmental Health</u>	Prior to approval of grading plans and improvement plans	Weekly during construction	All aspects of the Storm Water Pollution Prevention Plan are implemented	Applicant

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"> ▪ <u>Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Store, cover, and isolate construction materials, including topsoil and chemicals, to prevent runoff losses and contamination of groundwater.</u> ▪ <u>Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.</u> ▪ <u>Establish fuel and vehicle maintenance areas away from all drainage courses and design these areas to control runoff.</u> ▪ <u>Disturbed areas shall be revegetated after completion of construction activities.</u> ▪ <u>Provide sanitary facilities for construction workers.</u> 						
<p>H-E: Monitor erosion and sediment control measures during construction</p> <p>The purpose of this mitigation measure is to provide a means of evaluating the effectiveness of erosion control measures and other storm water BMPs. The monitoring will be developed for, and included in, the SWPPP in accordance with the requirements of the NPDES General Permit. The monitoring program will be developed based on anticipated construction methods, sequencing, and schedule, and will be revised as appropriate for each phase of construction and when construction methods or schedule vary significantly from the proposed plan. Monitoring points may change over time as the buildout progresses, but will be selected to be representative of the project site and implemented BMPs as well as areas not protected by BMPs. Emphasis will be placed on monitoring vulnerable areas. All BMPs will be inspected before and after each rainfall and repaired and/or modified as required to control site erosion and trap sediments. Runoff sampling shall be performed during several storm events each year. Sampling should be timed to coincide with storms that generate noticeable runoff and samples shall be quantitatively tested for total suspended sediments. If the measured TSS exceeds the water quality goals or other limits imposed by the NPDES permit, immediate steps shall be taken to identify and remedy the problem.</p>	Applicant	Department of Public Works and <u>Engineering and Surveying Division</u> <u>Environmental Health</u>	Prior to approval of Improvement plans	Weekly during construction, or as required by <u>DPW public works ESD</u>	Water Quality does not exceed goals or other limits of NPDES permit	Applicant

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>H-F: Monitor site erosion and sediment control measures for two years after implementation of final erosion control measures</p> <p>A long-term monitoring program will be developed in accordance with NPDES guidelines and incorporated into the Storm Water Management Plan. The program will be developed based on actual site drainage characteristics. Monitoring points will include all storm drain outfall pipes and pond and lake outlets and spillways. In addition, natural drainageways will be examined before and after each rainy season and measures implemented to repair and control identified areas of erosion, incising or head cutting. Emphasis should be placed on vulnerable areas (i.e., those exhibiting steep slopes and/or relatively erodible soil types).</p>	Applicant	Department of Public Works and Facilities and Environmental Health	Prior to approval of SWMP	As identified in SWMP	Long-term effectiveness of erosion and sediment control measures is verified	Applicant
<p>H-G: Design runoff detention basins to promote solids settling and provide capacity for accumulated sediment</p> <p>The Applicant proposes several runoff detention basins to mitigate potential hydrologic impacts cause by increased runoff volume. These basins will also be designed as structural BMPs to control potential sediment discharges to receiving surface water bodies. The design will consider peak flows and provide for excess capacity to accommodate accumulated sediment. The Applicant will provide for long-term operation and maintenance of the basins by the Homeowners Association through incorporation of provisions in the CC&Rs.</p>	Applicant	Engineering and Surveying Division	Prior to approval of Improvement plans and prior to approval of CC&Rs	Prior to and during construction	Runoff detention basins are constructed and maintained	Applicant
<p>H-H: Finalize and implement the Applicant's Lake Management Plan for constructed lakes and wetlands areas</p> <p>The Applicant proposes to construct several man-made lakes in the Meadows area of the proposed project. These lakes are planned to function as natural ecosystems with vegetation appropriate to lake and/or wetlands habitat and will receive stormwater runoff from a portion of the project site. The lake systems will likely be attractive to wild waterfowl, and residents might potentially introduce fish and/or birds. Based on the results of the preliminary geotechnical investigation, the local groundwater table in this area is relatively shallow, and groundwater may therefore be encountered during construction of the lakes. If the system is designed properly, including consideration of lake depth, surface area, types of vegetation, and vegetation densities, the system would tend to provide for natural degradation of organic waste products which would otherwise tend to infiltrate and impact groundwater quality. Additionally, such a design will also promote biological treatment of organic pollutants</p>	N/A	N/A	N/A	N/A	N/A	N/A

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>introduced into runoff in catchment areas draining into the lake system, thereby allowing the lakes to function as a storm water structural BMP. A draft Lake Management Plan has been developed in concert with appropriately trained specialists in the field of aquatic ecosystems, and includes specific plans for vegetation types and densities that will support and promote long-term health of the system while minimizing the need for maintenance. The plan also addresses maintenance requirements, present a monitoring program to ensure that the system continues to function as designed following project buildout, and identify parties responsible for maintaining the system. Because the lakes are part of the natural open space areas dedicated to the County, the County will be responsible for the long-term operation and maintenance of the lakes.</p> <p>The Final Lake Management Plan shall include (but not be limited to) the following items:</p> <ol style="list-style-type: none"> 1. Section 1 – Project Description of Lakes: Characterize water quality from Caperton Canal; identify expected volume of make-up water; monitor total dissolved solids in make-up water to ensure that it will not adversely affect existing water quality coming from Caperton Canal. 2. Section 2 – Lake Construction: Calculate the estimated seepage rate for the method chosen for sealing lake bottoms, and choose a method (among the alternatives presented in the draft plan) that does not allow high seepage rates. Provide a complete description of lake maintenance infrastructure that will achieve the objectives of the plan. 3. Section 3 – Lake Management: Identify the parties responsible for maintaining the lake management systems. In Section 3.1, describe the nutrient input control and turnover rates necessary to ensure proper maintenance. Finalize the description of the revegetation plan (include additional mid- and low-level species to ensure sufficient habitat during the natural revegetation period; specify recommended flora densities). In Section 3.6, identify soil erosion techniques and implementation procedures to control soil erosion. In Section 3.8, identify management techniques to control aquatic invertebrates and fish species that might become established in the lakes. 						

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>4. Section 4 — Recreation: Identify provisions for non-destructive access to the lakes for nonmotorized boats.</p> <p>5. Section 5 — Lake Monitoring: Monitor Lakes Six and Seven for total petroleum as oil, total petroleum as gasoline, and semivolatile organic compounds to ensure that contamination from the road intersecting the two lakes and the associated traffic does not adversely affect water quality, using RWQCB standards. For the first year, collect and analyze one sample per quarter. If no contamination is detected, monitoring activity could be decreased to an annual or semiannual schedule.</p> <p>For all lakes, include monitoring for pesticides and herbicides used on the golf course, using RWQCB standards, monthly for the first two years and quarterly for the subsequent three years unless contamination is present at levels indicating that continued monitoring is appropriate.</p> <p>For Lakes One, Two, and Three, monitor for contamination that might result from activities on this property, such as leakage from the septic tank and sediment accumulations due to erosion.</p> <p>6. Section 6 — Water Quality Corrective Actions: Develop a corrective action threshold above 5 mg/L for dissolved oxygen in order to ensure that the health of lake biota is not jeopardized by a sudden decrease in dissolved oxygen levels. Identify corrective action for contamination resulting from runoff from the road, from chemical usage, and from activities on the NAPOTS property affecting lake water (if any).</p> <p>7. Section 7 — Corrective Action Management Alternatives to Common Problems: Delete full draw down or the use of dyes as two alternative methods for managing nuisance aquatic vegetation. Revise Section 7.2 regarding muddy water to identify the cause(s) of the turbidity and implement a management strategy to ensure its reduction, rather than treating the effects. Identify appropriate fishing seasons for each species of game fish identified in Section 7.3.</p> <p>Implementation of a Lake Management Plan approved by the County would adequately address impacts associated with the constructed lakes and wetland areas.</p>						

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>H-I: Design and construct improvements to protect water quality in canals in accordance with PCWA standards and County requirements for a 100-foot setback from structures</p> <p>The proposed project provides for improvements to Antelope and Caperton canals that include realignment, canal lining and pipe encasement. However, portions of open canal will remain within open space and other common areas. These open segments could receive potentially contaminated runoff unless specific measures are implemented.</p>	Applicant	Engineering and Surveying Division and PCWA	Prior to approval of improvement plans	Prior to and during construction	Construction of improvements to Antelope and Caperton canals in accordance with PCWA standards and County requirements for a 100-foot setback from structures	Applicant
<p>H-J: Implement Placer County policies and ordinances related to permitting, design, construction, and maintenance of septic systems</p> <p>Placer County has developed standards for design, construction, and maintenance of septic systems, including requirements for maximum and minimum allowable percolation rates, minimum distance from leach fields to the groundwater table, minimum offsets from streams and water supply pipelines, and system design standards based on site-specific conditions. The Applicant has completed studies which concluded that each of the affected parcels is capable of supporting a domestic septic system. Each septic system will be permitted individually by Placer County upon demonstration that site conditions and the proposed site-specific septic system design do not pose a threat to groundwater or surface water quality. Parcels that do not meet Placer County's minimum standards (if any) will be connected to the sanitary sewer.</p> <p>Appropriate operation and maintenance of septic systems will be the responsibility of the individual property owner. The CC&Rs will include provisions to ensure that purchasers are aware of the applicable regulatory requirements and agree to comply.</p>	Applicant and individual property owner	Environmental Health Services	Prior to approval of CC&Rs	At approval of permits for each septic system	Implementation Placer County policies and ordinances related to permitting, design, construction, and maintenance of septic systems	Applicant
<p>H-K: Notify Placer County Department of Environmental Health <u>Services</u> and affected property owners if off-site sewer pipeline breaks</p> <p>For any existing wells within 50 feet of the proposed sewer alignment (or in cases where the DWR's standards for underlying soil type are not satisfied), the Applicant will provide for annual sampling and quantitative testing to determine levels of fecal coliform and nitrates present in those</p>	Owner of Sanitary Sewer	Department of Environmental Health <u>Services</u>	Break in off-site sewer pipeline	Whenever a break occurs	Notifications are promptly made	Owner of Sanitary Sewer

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
wells. Provision will be made for notifying the property owner of the results by the Placer County <u>Department of Environmental Health Services Department</u> . Each potentially affected well will be tested prior to construction of the sewer to establish baseline conditions. Upon conveyance of the sewer to the JPA or other local agency, the responsibility for annual monitoring will revert to that agency.						
LAND USE AND PLANNING						
<p>L-A: Design project elements to buffer the project from adjacent uses</p> <p>The Applicant's proposed Specific Plan includes a variety of design elements to reduce incompatibility of the proposed project with surrounding residential and agricultural land uses. These elements include concentration of higher density development within the plan's interior, placement of rural residential densities along land that abuts buffer zones or open space, provision of buffer zones, common open space, natural open space easements, and wetland preservation easements to provide separation from nearby residences.</p>	Applicant	Planning Services Division	Prior to approval of small lot tentative maps	Once (to verify that design elements are included on tentative maps	Inclusion of design elements that buffer the project from adjacent uses	Applicant
L-B: Deleted in the 2000 FEIR	N/A	N/A	N/A	N/A	N/A	N/A
<p>L-C: Limit construction of gates</p> <p>To promote a sense of community and be consistent with General Plan policy 1.B.9, the Applicant will limit the construction of walls, fences, and vehicular access gates. The final plan for walls, fences within the Heritage Ridge area and along roadways and other features constructed by the Applicant, and gates will be approved by the Placer County <u>Planning Department Planning Services Division</u>. Locations where walls, fences, and gates will be prohibited will be identified on the Tentative Map and incorporated into the proposed project's CC&Rs. Access control gates (or any entry feature that has the appearance of a gated entry) are not appropriate on property zoned for one acre or larger lots, located in rural residential/agricultural areas, and that limit through access between neighborhoods.</p>	Applicant	Planning Services Division	Prior to approval of small lot tentative maps and CC&Rs	Once (to verify that appropriate prohibitions are included on the tentative maps) and during review of individual building permits.	Consistency with the General Plan Policy 1.B.9	Applicant

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
NOISE						
<p>N-A: Restrict hours of construction activity</p> <p>Construction noise emanating from any construction activities for which a Building Permit is required is prohibited on Sundays and Federal holidays, and should only occur:</p> <p>a. Monday through Friday, between 6:00 a.m. and 8:00 p.m.</p> <p>b. Saturdays, between 8:00 a.m. and 6:00 p.m.</p> <p>This condition shall be noted in the Improvement Plans and in the Project Development Notebook.</p>	Applicant	Planning Services Division, Division of Environmental Health, and <u>Engineering and Surveying Division</u> Department of Public Works	Prior to approval of Improvement plans	Weekly during construction; submit weekly reports to <u>Planning Department</u> <u>Planning Services Division</u>	Construction activity is restricted to specified hours	Applicant
<p>N-B: Prior to grading or improvement plan approval, develop and implement a construction equipment noise abatement program</p> <p>Construction equipment noise will be reduced by implementing the following measures:</p> <ul style="list-style-type: none"> • <u>Construction activities shall comply with the Placer County Noise Ordinance;</u> • Install intake and exhaust mufflers recommended by the equipment manufacturer; • <u>Locate fixed construction equipment such as compressors and generators as far as possible from sensitive receptors. Shroud or shield all impact tools and muffle or shield all intake and exhaust ports on power construction equipment;</u> • Equip pavement breakers and jack hammers with manufacturer-recommended acoustically alternating shrouds or shields; and • Equip all internal combustion engines with a manufacturer-recommended muffler; <u>and</u> • <u>Designate a disturbance coordinator and conspicuously post this person's number around the project site and in adjacent public spaces. The disturbance coordinator will visit the project site periodically during each phase of construction to determine whether there are any noise compliance issues. Additionally, the disturbance coordinator will receive all public complaints about construction</u> 	Applicant	Planning Services Division, Division of Environmental Health, and Engineering and Surveying Division	Prior to approval of grading or improvement plans	Weekly during construction	Construction noise is in compliance with standards.	Applicant

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><u>noise disturbances and will be responsible for determining the cause of the complaint, and implement any feasible measures to be taken to alleviate the problem.</u></p>						
<p>N-C: Develop and implement a construction traffic noise abatement program to include restriction of construction truck traffic on non-major roads</p> <p>Require the construction contractor to develop a construction traffic plan that restricts construction vehicle traffic on non-major roadways through residential neighborhoods in the study area. Local residents will be informed of proposed construction routes as part of the community relations program identified in Mitigation Measure T-B.</p>	Applicant	Planning Services Division, Division of Environmental Health, and Department of Public Works and Facilities	Prior to construction	Weekly during construction	Development and implementation of a construction traffic noise abatement program	Applicant
<p>N-D: Incorporate building setbacks and noise barriers into the proposed project design</p> <p>The Applicant has proposed building setbacks throughout the proposed project site. In the vicinity of the UPRR line, the minimum building pad setback is 210 feet from the track centerline. Steep and complicated topography in this area would render noise barriers impractical and would limit noise barrier effectiveness. At the minimum setback of 210 feet, however, all residences in the area would be within the 65 dBA Ldn allowable for new residential construction (following an acoustical analysis and implementation of feasible mitigation measures) under the Placer County General Plan, and most residences would be within the 60 dBA Ldn contour.</p> <p>The proposed project design also entails residential property line setbacks and construction of community fences (<u>masonry walls or enhance wood fence</u>) along roadways in the project area. Community fences would border Lower Ranch Road wherever residential property lines abut the roadway; where no community fences are planned, residential sites are set back at least 70 feet from the roadway centerline. Community fences are also planned in many areas along Bickford Ranch Road <u>and adjacent to residential areas facing Sierra College Boulevard</u>; in areas along Bickford Ranch Road where community fences are not proposed, residential building setbacks range from 50-60 to 135 feet from the roadway centerline.</p>	Applicant	Planning Services Division	Prior to approval of small lot tentative maps	Once (to ensure inclusion of setbacks on tentative maps)	Establishment of building setbacks and construction of noise barriers	Applicant

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>N-E: Inform prospective buyers of potential rail noise exposure exceeding 60 dBA L_d</p> <p>The Applicant will inform prospective buyers of Lots 42-48 and 21 on Parcel 7 RR-05, RR-06, and LDR-14, -16, -17, -18A and B, -22, and -24 through -27 of the potential exterior noise exposure from railroad operations exceeding the 60 dBA L_{dn} threshold considered normally acceptable for residential development.</p>	Applicant	Planning Services Division	Prior to selling residential lots within RR-05, RR-06, and LDR-14, -16, -17, -18A and B, -22, and -24 through -27	Prior to final tentative subdivision map creating lots RR-05, RR-06, and LDR-14, -16, -17, -18A and B, -22, and -24 through -27	Buyers of lots RR-05, RR-06, and LDR-14, -16, -17, -18A and B, -22, and -24 through -27 have information about rail noise exposure	Applicant
<p>N-F: Implement community park design measures to minimize potential noise impacts</p> <p>The Applicant has proposed a number of design measures at project parks to minimize potential noise impacts. These measures include the following:</p> <ul style="list-style-type: none"> No lighting is proposed within either Bickford Ranch Park, or Tower Park. This minimizes the potential for noise impacts by precluding nighttime equestrian or athletic events. Park activity areas are located away from residential <u>land uses</u>, property borders. <u>At the Bickford Ranch Community Park, is adjacent to open space preserves a natural open space area, a wetland preservation easement, and other planned setbacks would result in a 150-to 400-foot buffer between residential sites and park activity areas. The equestrian staging area in Bickford Ranch Community Park would be separated from residential land uses. Bickford Ranch Park's equestrian area, which would host larger park events, would be at least 400 feet from the nearest residential outdoor activity area. At Tower Park, activity areas and residential areas would be separated by an approximate 100-foot buffer the school site.</u> Recreational facilities at Tower Park would limit the park use to small-scale active and passive recreation, including one sport court, a tot lot, and swings. 	Applicant	Planning Services Division	Prior to approval of Phase 1 small lot tentative map	Once (to verify inclusion of measures on tentative maps)	Park design measures that minimize noise are implemented	Applicant

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
Should the park design plan change substantially or should distances between residential sites and park features be reduced, subsequent analysis of potential noise impacts would be required.						
<p>N-G: Inform potential buyers of potential community noise sources</p> <p>The Applicant proposes to inform prospective buyers of residential properties of potential community noise sources. Similar requirements will be included in the CC&Rs.</p> <ul style="list-style-type: none"> ▪ Prospective buyers of lots adjacent to the northeastern Bickford Ranch Park boundary and south of the park will be informed regarding the approximate frequency and content of noise-generating community events at the park including athletic events and any events which would include the use of a public address system. ▪ Prospective buyers of lots (in LDR-01) adjacent to the proposed school site reservation and along school access roadways will be informed regarding the potential presence of the school site, and the likely frequency and content of noise-generating activities at the site. The Applicant will work with the applicable school district to prepare this information. ▪ Prospective buyers of lots bordering Tower Park will be informed regarding potential park uses and hours of operation ▪ Prospective buyers of lots sharing a border with the Village Commercial Center will be informed regarding potential land uses and use restrictions at the Center. ▪ Prospective buyers of lots adjacent to the Village Recreation Centers would be informed regarding potential outdoor activity area uses and hours of operation. ▪ Prospective buyers of lots within 1,000 feet of the fire station site will be informed of the potential noise disturbance associated with emergency events. 	Applicant	Planning Services Division	Prior to approval CC&Rs	Prior to distribution of homeowner/enter packages	Potential buyers are notified of potential community noise sources	Applicant

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>N-H: Restrict the timing and location of truck deliveries to the Village Commercial Center.</p> <p>The Applicant proposes to include restrictions on the timing and location of truck deliveries to facilities at the Village Commercial Center. Heavy truck deliveries would be prohibited along the eastern edge of the commercial center where there is a shared border with residential lots. All deliveries to businesses in this area would be restricted to daytime hours (7:00 a.m. to 6:00 p.m.).</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>N-I: Require <u>minimum</u> six-foot block or masonry walls along project roadways where residential areas would fall within the 60 dBA L_{dn} contour.</p> <p>As described in Mitigation Measure N-D, the Applicant has proposed to provide residential lot setbacks and to construct community fences along most project roadways. The Applicant will amend the Specific Plan to specify that in areas where residential lot lines would fall within the 60 dBA L_{dn} contour as identified in Figure 9-1 and Table 9-8, which includes residential parcels RR-07 and LDR-03 along Sierra College Boulevard, a community fence (minimum six-feet) shall be constructed. This community fences shall will be constructed of concrete block, masonry, or other materials having a minimum density of 4.0 pounds per square foot.</p>	Applicant	Planning Services Division	Prior to approval of small lot tentative maps	Once (to verify that walls are included on small lot tentative maps where required) along project roadways where residential areas would fall within the 60 dBA L _{dn} contour	Minimum six-foot block or masonry walls are constructed	Applicant
<p>N-J: Restrict business hours of operation within specified areas of the Village Commercial Center.</p> <p>Amend the Specific Plan to require that minor use permits issued for the Village Commercial Center restrict business hours to between 7:00 a.m. and 10:00 p.m. at those commercial sites facing proposed residential lots west of the Village Commercial Center.</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>N-K: Mechanical ventilation shall be installed in all residential uses to allow residents to keep doors and windows closed, as desired for acoustical isolation.</p>	Applicant	Planning Services Division	Prior to approval of building plans	Once (to verify that mechanical ventilation is included in the building	All residential uses include mechanical ventilation	Applicant

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
				plans of residences)		
POPULATION AND HOUSING						
<p>PH-A: Pay unspecified in-lieu fees</p> <p>The Applicant proposes to pay an unspecified amount toward the County's purchase of land to be developed as affordable housing.</p>	Applicant	Planning Services Division	Prior to issuance of residential building permit	Once (to verify payment of in-lieu fees) with each residential building permit	In-lieu affordable housing fees are paid	Applicant
<p>PH-B: Construct on-site affordable residential units</p> <p>The Applicant shall construct 10% of the residential units (495189 units) on-site as affordable to low-income households. <u>The Applicant shall implement Mitigation Measure PH-B or Mitigation Measure PH-C, or a combination of both.</u></p>	Applicant	Planning Services Division	Prior to approval of tentative maps	Once (to verify that at least 189 residential units are low-income households)	Affordable residential units are constructed on-site (see PH-B) and/or an in-lieu affordable housing fee is paid (see PH-C)	Applicant
<p>PH-C: Pay a per unit in-lieu affordable housing fee, such fee to be calculated based on unit cost, affordable rent, and interest rate current as of the time payment is made, and calculated in a manner similar to that identified in the DEIR 2001 EIR</p> <p><u>If the Applicant cannot implement Mitigation Measure PH-B, then the Applicant shall, instead, pay a per unit in-lieu affordable housing fee, such fee to be calculated based on unit cost, affordable rent, and interest rate current as of the time payment is made, and calculated in a manner similar to that identified in the 2001 EIR.</u></p> <p>The County intends <u>intends</u> to use the fees generated towards subsidizing the development fee for new low or very low income housing projects in the County.</p>	Applicant	Planning Services Division	Prior to issuance of residential building permits	Once (to verify payment of in-lieu fees) with each residential building permit	Affordable residential units are constructed on-site (see PH-B) and/or an in-lieu affordable housing fee is paid (see PH-C)	Applicant

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
PUBLIC SERVICES						
<p>PS-I: Pay statutory fees to existing school district(s)</p> <p>The Applicant will pay its pro-rata share of statutory school fees to support upgrade of existing facilities or new facilities to serve the proposed project.</p>	Applicant	Planning Services Division	Prior to issuance of each residential building permit	Once (to verify payment of statutory fees)	Statutory fees are paid to existing school district(s)	Applicant
<p>PS-J: Donate a site, construct, and partially equip a fire station <u>on-site or serve the site with an off-site fire station</u></p> <p>The Applicant shall dedicate proposes to donate a site for a fire station <u>on-site or serve the site with an off-site fire station</u> and to fund the construction of the station through the proposed Community Facilities District or other private future bond sales. Fire protection for the site is currently divided into three agencies. Estimates of the response time (to the site entrance at Sierra College Boulevard) from the existing agencies are near or slightly greater than the Placer County recommendation of six minutes. Demography of project residents warrants that emergency response and fire response times should be less than the current standards in the surrounding area. An increased standard and decreased response time would be achieved with an on-site station <u>or with an off-site fire station.</u></p>	Applicant	Planning Services Division and Placer County Fire District	In accordance with the Development Agreement	Once (to verify that a fire station site is included within the BRSP or that the site will be served by an off-site fire station)	A minimum six-minute response time (to the site entrance at Sierra College Boulevard) is achieved via an on-site or off-site fire station	Applicant
<p>PS-K: Establish Fire District jurisdiction and emergency response standards for the project (responsibility of fire districts)</p> <p>There are three fire districts involved with this project: the Penryn Fire District, the Placer County Fire District which contracts with the California Department of Forestry (CDF) for the western portion of the site, and the CDF which is also responsible for wildland fire management. At this time the open spaces and wildlands of the project are the jurisdiction of CDF. The jurisdiction of the proposed development has not yet been resolved. CDF has a contract with Placer County to provide emergency fire and emergency medical service to the non-wildland portions of the County (Guyan, 1998). The Penryn Fire Department is a separate and independent fire protection entity governed by their own board of directors with responsibility for structural and emergency medical services to the eastern portion of this project. It is up to the individual</p>	Applicant	Planning Services Division and Placer County Fire District	Prior to recordation of first small tentative map	Once (to verify that a Fire District jurisdiction for the BRSP is established)	Establishment of a Fire District jurisdiction and emergency response standards for the project	Placer County and Applicant

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>districts to determine the type and level of fire and emergency service to the project.</p> <p>Since there are no standards established for this project yet, there are no standards for response times, although CDF considers a five-minute response to be desirable. Response times will be affected by the proposed closing of Clark Tunnel Road. From the existing Placer County Fire District (contracted CDF) fire station to the entrance of Bickford Ranch at Sierra College Boulevard, the travel is approximately 3.5 to 4.0 miles with a response time of 4 minutes 30 seconds. Additional time would be required to arrive at any particular residence or facility within the development. This additional time would be as much as four minutes to the far eastern portions of the site. It is estimated that the Penryn Fire District has approximately the same response time. The Penryn Fire District might have a shorter but more difficult travel route along English Colony Way. This issue should be settled before final design of the project is complete so that the fire issue may be addressed in a timely and efficient manner. A boundary adjustment for fire district service through LAFCO will be required.</p> <p>The impact would be less than significant if the proposed fire station site were utilized by a fire district that has full jurisdiction of the structural (non-wildland/open space) areas within the project site. Funding for the additional crew and engine would be provide by the revenues generated by the County and the development.</p>						
<p>PS-L: Pursue single jurisdiction fire service.</p> <p>The Placer County Office of Emergency Services prefers that a single local fire protection provider be identified to serve the proposed project, rather than have the jurisdiction split between two entities. If the County Fire Department serves the project, the eastern portions of the project will be recommended for detachment from the Penryn Fire Protection District. If the Penryn Fire Protection Department serves the project, the northern and southern portions of the project are recommended to be annexed into Penryn Fire Protection District (see Figure C7-1)</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>PS-M: Grade driveways to slopes of 15 percent or less at the time of home construction; a Grading Permit will be required for those identified lots prior to the issuance of a Building Permit</p>	Applicant	Planning Services Division and Engineering	Prior to issuance of grading permit and at the time of	Once (to verify condition is included on grading	Driveways are graded to slopes of 15 percent or less in compliance	Applicant

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
To prevent deviation from the State Fire Safety Standard, as adopted in the County's Land Development Ordinance (PRC 4290, Title 14 CCR), prohibiting unpaved driveways on slopes greater than 15 percent, the Applicant will provide graded driveway access to all lots at slopes of 15 percent or less, where feasible.		and Surveying Division	issuance each residential building permit	plans) and whenever a building permit is issued for each residential unit	with the State Fire Safety Standard	
PS-N: Pave driveways with asphaltic concrete or concrete at the time of home construction on driveways with slopes of 16 to 20 percent; a Grading Permit will be required for those identified lots prior to issuance of a Building Permit Where it is infeasible to provide graded driveway access to all lots at slopes of 15 percent or less, the Applicant will provide asphalt concrete or concrete driveways on slopes of greater than 15 percent and less than 20 percent.	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to issuance of grading permit and at the time of issuance each residential building permit	Once (to verify condition is included on grading plans) and whenever a building permit is issued for each residential unit	Asphalt concrete or concrete driveways are provided on slopes of greater than 15 percent and less than 20 percent, if grading driveway access to 15 percent or less is infeasible	Applicant
PS-O: Prohibit development on lots with driveway access <u>on slopes</u> in excess of 20 percent The Applicant will prohibit development on all lots with driveway access <u>on slopes</u> greater than 20 percent.	Applicant	Planning Services Division and Engineering and Surveying Division	Prior to issuance of grading permit and at the time of issuance each residential building permit	Once (to verify condition is included on grading plans) and whenever a building permit is issued for each residential unit	No development occurs on lots with driveway access in excess of 20 percent slopes	Applicant

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
TRANSPORTATION AND TRAFFIC						
<p>T-A: Prepare and implement construction traffic management plans for on-site construction activities for Bickford Ranch Road and Sierra College Boulevard, and coordinate with appropriate agencies in the preparation and implementation of construction traffic management plans for required off-site improvements</p> <p>Prior to the beginning of each portion of the project construction, including Bickford Ranch Road, Sierra College Boulevard and off-site water and sewer lines, a construction traffic management plan should be prepared by the Applicant to the satisfaction of the Placer County <u>Department of Public Works and Facilities Department</u>. An exception would be individual residence construction in the Meadows and Ridges areas. These plans should involve an analysis of traffic volumes on roadways where one-way traffic control would be required to determine if the hours of such control should be limited. Traffic management plans should consider providing flag persons as necessary to facilitate traffic flow through construction areas, and arranging construction schedules to begin and end during off-peak hours.</p>	Applicant	Engineering and Surveying Division and Department of Public Works and Facilities	Prior to construction	Prior to and during construction	Preparation and implementation of a construction traffic management plan	Applicant
<p>T-B: Implement a community relations program during on-site construction, and coordinate with appropriate agencies in the implementation of a community relations program during construction of required on-site and off-site improvements</p> <p>Residents near the proposed project site, near areas of off-site improvements, and in proposed project residences which would be occupied during Phases 2 and 3 of proposed project construction should be notified of construction schedules in advance through postings and mailings. By notifying potentially affected community members in advance of construction activities and providing a mechanism for complaints, affected residents could avoid the construction areas during periods of intense activity.</p> <p>Community residents could also develop a more tolerant attitude toward construction activities if they are informed of them in advance, and are apprised of the length of construction activities in their area.</p>	Applicant	Planning Services Division	Prior to construction	Prior to and during construction	Preparation and implementation of a construction traffic management plan	Applicant

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
This mitigation measure would also minimize the disruption and annoyance caused by construction noise, although it would not reduce noise levels generated by construction activities.						
<p>T-C: Pay pro-rata fair share on reconstruction of the I-80/Sierra College Boulevard Interchange</p> <p>The unacceptable levels of service at the intersections of Sierra College Boulevard with the eastbound and westbound ramps to I-80 would require a widening of Sierra College Boulevard to four lanes. Both of these intersections are immediately adjacent to the Sierra College Boulevard overpass to I-80. This overpass is narrow, has a short vertical curve, and does not meet current standards for vertical clearance between the bottom of the structure and I-80. For these reasons, the improvement that would be needed to mitigate unacceptable levels of service at the Sierra College Boulevard intersections with the I-80 eastbound and westbound ramps would require a reconstruction of the Sierra College Boulevard interchanges at I-80, including the overpass structure.</p> <p>The Applicant proposed to pay a pro-rata fair share of the cost to reconstruct the I-80/Sierra College Boulevard interchange. The City of Rocklin has been working with Caltrans on a Project Study Report to identify the appropriate design of this interchange. The new interchange should be designed to accommodate cumulative traffic conditions on Sierra College Boulevard (i.e., with buildout of the proposed project, the Twelve Bridges Specific Plan, and the Clover Valley Lakes development). This mitigation measure was assumed to be implemented under the 2010 General Plan and Buildout of Project Vicinity conditions.</p>	Applicant	Department of Public Works and Facilities	Prior to recordation of small lot tentative maps	Once (to verify payment of pro-rata fair share)	Payment of pro-rata fair share	Applicant
<p>T-D: Pay pro-rata fair share (<i>SPRTA Fee</i>) to widen Sierra College Boulevard from two to four lanes from Taylor Road to I-80</p> <p>Under Existing Plus Project traffic conditions, this section of roadway should be widened to four lanes</p>	Applicant	Department of Public Works and Facilities	Prior to recordation of small lot tentative maps	Once (to verify payment of pro-rata fair share)	Payment of pro-rata fair share	Applicant
T-E: Deleted in 2004 Final Addendum	N/A	N/A	N/A	N/A	N/A	N/A

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>T-F: Pay pro-rata fair share of adding a second westbound left-turn lane on Taylor Road at the Sierra College Boulevard intersection</p> <p>Under the No Project Alternative for the 2010 General Plan scenario, it was assumed that this intersection would have two through lanes and a separate left-turn lane on all four approaches. The unacceptable level of service with the proposed project could be mitigated by the addition of a second westbound left-turn lane on Taylor Road.</p>	Applicant	Department of Public Works and Facilities	Prior to recordation of small lot tentative maps	Once (to verify payment of pro-rata fair share)	Payment of pro-rata fair share	Applicant
<p>T-G: Pay pro-rata fair share of widening Sierra College Boulevard from four to six lanes from Taylor Road to Granite Drive</p> <p>Under 2010 General Plan and Buildout of Project Vicinity conditions, this section of Sierra College Boulevard would require six lanes to provide an acceptable level of service. (Under Existing Plus Project traffic conditions, this section of roadway should be widened to four lanes; see Mitigation Measure T-A)</p>	Applicant	Department of Public Works and Facilities	Prior to recordation of small lot tentative maps	Once (to verify payment of pro-rata fair share)	Payment of pro-rata fair share	Applicant
<p>T-H: Pay pro-rata fair share of the cost to add shoulders and improve vertical and horizontal curves along English Colony Way</p> <p>Traffic volumes would exceed the recommended threshold where safety improvements should be considered on a roadway like English Colony Way. The recommended mitigation calls for the addition of shoulders plus improvements to sharp vertical and horizontal curves on some sections of English Colony Way between Sierra College Boulevard and Clark Tunnel Road.</p>	Applicant	Department of Public Works and Facilities	Prior to recordation of small lot tentative maps	Once (to verify payment of pro-rata fair share)	Payment of pro-rata fair share	Applicant
<p>T-I: Participate in any development-based funding of solutions to I-80 congestion if adopted by Placer County</p> <p>Placer County policy does not require the County or local development to finance the upgrading of I-80 to provide additional capacity for through traffic. However, if the County adopts a development-based funding mechanism for solutions to the I-80 corridor, the proposed project will participate in that funding.</p>	Applicant	Department of Public Works and Facilities	At the time of adoption of development-based funding solution to I-80 congestion by Placer County	Once (to verify participation)	Participation by the Applicant in any development-based funding of solutions to I-80 congestion adopted by Placer County	Applicant
T-J: Deleted in 2004 Final Addendum	N/A	N/A	N/A	N/A	N/A	N/A

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>T-K: Pay pro-rata fair share of adding a westbound right-turn lane on King Road at Sierra College Boulevard intersection</p> <p>The most cost-effective mitigation measure is the addition of a westbound right turn lane on King Road at the intersection with Sierra College Boulevard.</p>	Applicant	Department of Public Works and Facilities	Prior to approval of tentative maps	Once (to verify payment of pro-rata fair share)	Payment of pro-rata fair share	Applicant
<p>T-L: Deleted in 2004 Final Addendum</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>T-M: Provide Enhance park-and-ride lot and provide two bus stops</p> <p>The Applicant shall propose to enhance (striping, repaving) the existing park and ride lot located on the west side of Sierra College Boulevard near SR 193 provide a park-and-ride lot at the Village Commercial Center, and provide two bus stops adjacent to the park and ride lot and/or within the project area. Bus stops shall consist of paved area for bench and future bus stop improvements. These project features would contribute to reducing the unmet transit needs generated by the proposed project, but would not reduce them to a less-than-significant level.</p>	Applicant	Engineering and Surveying Division and Department of Public Works and Facilities	During construction of BRSP	Once (to verify enhancement of park-and-ride lot)	The existing park-and-ride lot located on the west side of Sierra College Boulevard near SR 193 is enhanced and two bus stops near the lot are provided.	Applicant
<p>T-N: Participate in fair share cost of limited transit service</p> <p>If an unmet transit need is identified by PCTPA, the proposed project should share the cost of providing limited transit services. These potential services would likely focus on meeting basic medical and shopping needs for elderly residents of the Heritage Ridge Community.</p>	Applicant	Department of Public Works and Facilities	Prior to approval of improvement plans	Ongoing	Fair share payment has been made	Applicant
<p>T-O: Provide Class II bike lanes on Bickford Ranch Road, School Ranch Road, and Grand Ridge Drive and Lower Ranch Road</p> <p>The Applicant shall propose to construct Class II bike lanes on Bickford Ranch Road, School Ranch Road and Grand Ridge Drive, and Lower Ranch Road. These roadways would connect with existing and planned adjacent roadways outside the project area, and contribute to meeting the demand for recreational and transportation-related bicycle trips generated by proposed project residents and others.</p>	Applicant	Department of Public Works and Facilities	Prior to approval of improvement plans for backbone infrastructure	Prior to and during construction	Class II bike lanes have been constructed	Applicant

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>T-P: Provide signage and striping on Bickford Ranch Road at the golf cart crossing</p> <p>The Applicant has proposed some signing and striping at two crossings of Bickford Ranch Road, a public street. The proposed design raises safety issues due to the location of the crossings, the potential speed on Bickford Ranch Road and the lack of traffic control. The Applicant shall work with Placer County to define an acceptable plan for these crossings that address safety concerns.</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>T-Q: Work with Placer County to define an acceptable Golf Cart Crossing Plan</p> <p>Similar to Mitigation Measure T-P, above, the Applicant shall work with Placer County to define a plan for golf cart crossings at Bickford Ranch Road. This plan must be approved by the Placer County Board of Supervisors.</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>T-R: Construct a third lane on required frontage improvements on Sierra College Boulevard, including widening, opposite the project boundaries</p> <p>In order to comply with the provisions of General Plan Policy 3.A.2, the Applicant will construct required frontage improvements on Sierra College Boulevard, including roadway widening. These improvements shall consist of a third through lane on the west side of the roadway for the length of the project boundary.</p>	Applicant	Engineering and Surveying Division and Planning Services Division	In accordance with the Development Agreement	Prior to and during construction	Frontage improvements have been constructed	Applicant
<p>T-S: Install a traffic signal at the intersection of Sierra College Boulevard and the unnamed road north of Lower Ranch Road, south of SR 193.</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>T-T: Pay pro-rata fair share (SPRTA Fee) for widening Sierra College Boulevard between King Road and Taylor Road from two to four lanes</p>	Applicant	Department of Public Works and Facilities	Prior to issuance of building permits	Once, prior to construction	SPRTA fee has been paid	Applicant
<p>T-U: Pay pro-rata fair share of a second additional southbound left-turn lane on southbound Sierra College Boulevard at the intersection with King Road</p> <p>In order to reduce the impacts to an acceptable LOS (LOS C), a second additional southbound left-turn lane should be constructed on</p>	Applicant	Department of Public Works and Facilities	Prior to approval of improvement plans for	Once, prior to construction	Pro-rata fair share has been paid	Applicant

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
southbound Sierra College Boulevard at the intersection with King Road. This new left-turn lane would require a receiving lane on King Road, tapering back into the eastbound through lane on King Road. The Applicant should pay a pro-rata fair share of adding this additional turning lane. This is a new mitigation measure identified in this Addendum, required because of the projected additional traffic associated with the 2025 No Project condition and with project condition. Along with implementation of the mitigation measure identified in the Bickford EIR, this new mitigation measure would reduce impacts at the intersection of Sierra College Boulevard and King Road to a less than significant level.			backbone infrastructure			
<u>T-V: Pay pro-rata fair share (SPRTA Fee) for construction of a traffic signal at the Sierra College Boulevard/Twelve Bridges Drive intersection. This signal shall be installed prior to issuance of the 750th building permit within the project</u>	Applicant	Department of Public Works and Facilities	Prior to issuance of residential building permit	Once, prior to construction	SPRTA fee has been paid	Applicant
UTILITIES AND SERVICE SYSTEMS						
PS-A: Deleted in the 2004 Final Addendum	N/A	N/A	N/A	N/A	N/A	N/A
PS-B: Provide water pipeline improvements The Applicant proposes to design and construct a 16-inch off-site water supply pipeline in accordance with PCWA standards. These standards specify acceptable pipe materials and joint types and require that all treated water pipelines are pressure tested for leakage and breakage at 150 PSI or 150 percent of line pressure, whichever is higher, assuring that there can be no "loose joints" in these lines. Air Vacuum Release Valves are required to be installed at high points in pipelines to automatically expel air from the pipeline and should a loss of pressure occur to automatically let air back into the pipeline so that negative pressures do not occur.	Applicant	Engineering and Surveying Division and Department of Public Works and Facilities, Environmental Engineering Division	Prior to approval of improvement plans	Prior to and during construction	Off-site water pipeline improvements have been designed and constructed	Applicant
PS-C: Provide for increased hydraulic loading, maintenance, or special design to prevent odor and blockages in off-site sewer pipelines until flows from other sources are sufficient to ensure adequate velocity, if and when such conditions arise	Applicant	Engineering and Surveying Division and Department of Public Works	Prior to approval of improvement plans	Prior to and during construction	Off-site sewer improvements have been	Applicant

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>The purpose of this mitigation measure is to prevent solids accumulation in the 48-inch sewer pipeline along SR 193 and associated odors should a 48-inch pipeline be constructed rather than a 12-inch pipeline, to satisfy future regional needs as well as those of the proposed project. Depending on economic feasibility, and Placer County design standards, this may be accomplished by:</p> <ul style="list-style-type: none"> ▪ hydraulic dosing at proposed pump stations to increase flows, ▪ maintenance and periodic flushing to remove accumulated solids, or ▪ other design features approved by Placer County. <p>Design and construction of the necessary improvements would be the responsibility of the Applicant. However, upon conveyance of the system to either the JPA or Placer County, the new owner would be responsible for operation and maintenance of the facilities to control potential odor impacts. The residual impact would be less than significant.</p>		and Facilities, Environmental Engineering Division			designed and constructed	
<p>PS-D: Prepare and implement traffic and safety plan for maintenance of off-site sewer line</p> <p>Sewer maintenance will be the responsibility of either the JPA or Placer County, as would implementation of this mitigation measure. To protect public safety during maintenance activities, a traffic and safety plan will be prepared to cover maintenance activities by the agency or jurisdiction responsible for such maintenance. Maintenance crews must follow all applicable Department of Public Works and Facilities Department procedures for cordoning off work areas and providing signage and traffic diversions to alert motor vehicles. Whenever practical, maintenance within rights of way should be performed during off-commute daylight hours. The residual impact would be less than significant.</p>	Applicant	Department of Public Works and Facilities, Environmental Engineering Division	Prior to approval of improvement plans	Design and operation phase	Traffic and safety plan has been prepared and implemented	Applicant
<p>PS-E: Design off-site sewer pipeline per Placer County requirements</p> <p>The Applicant is responsible for designing and constructing portions of the off-site sewer in accordance with design standards set forth by Placer County. This mitigation measure would reduce potential impacts to surface water to less than significant.</p>	Applicant	Engineering and Surveying Division and Department of Public Works and Facilities	Prior to approval of improvement plans	Prior to and during construction	Off-site sewer has been designed and constructed	Applicant

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>PS-F: Design off-site sewer pipeline with watertight joints</p> <p>The Applicant is responsible for designing and constructing portions of the off-site sewer in accordance with design standards set forth by Placer County. This mitigation measure would reduce potential impacts to surface water to less than significant.</p>	Applicant	Engineering and Surveying Division and Department of Public Works and Facilities	Prior to approval of improvement plans	Prior to and during construction	Off-site sewer has been designed and constructed	Applicant
<p>PS-G: Deleted in the 2004 Final Addendum</p>	N/A	N/A	N/A	N/A	N/A	N/A
<p>PS-H: Issue building permits only when sufficient wastewater treatment capacity exists or will exist at time of sewer connection</p> <p>Placer County and other local agencies served by the LWWTP should carefully track the progress of WWTP construction for both plants, and coordinate with the City of Lincoln and the JPA to track actual flows to the WWTP(s) over the next four years. Building permits for previously approved projects and the proposed project should only be issued to the extent that sewage treatment capacity is available at the time the permits are issued, or to the extent that adequate treatment capacity can be assured at the time of actual sewer connection. If unforeseen delays in design, permitting, or construction of the WWTP improvements are encountered, then portions of the proposed project may need to be delayed. Preventing construction of facilities that would cause the capacity of the treatment system to be exceeded would fully mitigate this potentially significant impact, and the residual impact would be less than significant. Assurance of adequate wastewater treatment capacity will be provided in writing by the City of Lincoln to Placer County, and will include a statement that current (as of the date of the statement) capacity exists, or that construction is under way (as of the date of the statement) that will provide such capacity.</p>	N/A	N/A	N/A	N/A	N/A	N/A

RECORD AND WHEN RECORDED RETURN TO:

County of Placer
Attn: CDRA Director
3091 County Center Drive
Auburn, CA 95603

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF PLACER AND
LV BICKFORD RANCH, LLC
RELATIVE TO THE BICKFORD RANCH SPECIFIC PLAN**

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**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF PLACER AND
LV BICKFORD RANCH, LLC
RELATIVE TO THE BICKFORD RANCH SPECIFIC PLAN**

This Amended and Restated Development Agreement (Agreement) is made and entered into this ____ day of _____, 20____, by and between the County of Placer, a political subdivision of the State of California (County) and LV Bickford Ranch, LLC, a Delaware limited liability company (Developer).

RECITALS

A. Authorization. To strengthen the public land use planning and development process, to encourage private participation in that process, to reduce the economic risk of development, and to provide maximum utilization of resources, the Legislature enacted Government Code Section 65864 *et seq.* which authorizes the County and any other person having a legal or equitable interest in real property to enter into a development agreement establishing certain vested development rights.

B. Property. The subject of this Agreement is the development of those parcels of land consisting of approximately 1,928± acres in Placer County, within the Bickford Ranch Specific Plan (Specific Plan). Developer has a legal or equitable interest in that certain real property legally described in **Exhibit A-1** and depicted on the map set forth in **Exhibit A-2**, located in the unincorporated area of the County (the Property) sufficient to enter into this Agreement with County.

C. 2004 Development Agreement. The County and Developer's predecessor-in-interest previously entered into that certain Development Agreement relative to the Bickford Ranch Specific Plan (2004 Development Agreement). The 2004 Development Agreement was recorded in the Official Records of Placer County on March 24, 2005 at DOC 2005-0036209. Developer is the successor-in-interest to the Property.

D. Amended and Restated Agreement. This Agreement amends and restates the 2004 Development Agreement in its entirety. Upon the Effective Date of this Agreement and the recordation of this Agreement in the Official Records of Placer County, the 2004 Development Agreement shall be deemed replaced and superseded in full by this Agreement, which shall be deemed to be the only development agreement with the County applicable to development of the Property.

E. Hearings. On November 5, 2015, 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 _____, 20____, the Board conducted a public hearing to consider this Agreement together with the entitlements

described in Recital H hereof.

F. Environmental Impact Report/Addenda. On December 18, 2001, the Board (Resolution 2001-340) certified as adequate and complete the Bickford Ranch Specific Plan Environmental Impact Report (EIR) for the Specific Plan, in accordance with the California Environmental Quality Act (CEQA). The Board also adopted a Mitigation Monitoring and Reporting Program (MMRP). Mitigation measures were suggested in the EIR and are incorporated in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the Board.

On October 19, 2004, the Board approved revisions to the Specific Plan and made findings (Resolution 2004-296) that a subsequent EIR was not required, adopted a Statement of Findings and Statement of Overriding Considerations and made findings of General Plan Consistency. On the same date, the Board adopted an Addendum to the EIR (2004 Addendum), in accordance with CEQA, along with a revised MMRP.

On _____, 20____, the Board approved revisions to the Specific Plan and made findings (Resolution 20____-____) that a subsequent EIR was not required and adopted an Addendum to the EIR (2015 Addendum) supported by findings in accordance with CEQA, along with a revised MMRP.

For purposes of this Agreement, EIR shall mean, the EIR certified in 2001, the 2004 Addendum and the 2015 Addendum.

G. 2004 Entitlements.

Following consideration of the EIR, including the 2004 Addendum and CEQA findings, the Board, on October 19, 2004, approved the following land use entitlements for the Property which were the subject of the 2004 Development Agreement, including:

1. Bickford Ranch Specific Plan (2004 Specific Plan) and Bickford Ranch Design Guidelines adopted by Resolution No. 2004-297;
2. Bickford Ranch Development Standards adopted by Ordinance No. 5330-B;
3. Abandonment of Portion of Clark Tunnel Road by Resolution No. 2004-298;
4. Approval of Closure and Barricade of Northern Portion of Clark Tunnel Road, Bickford Ranch by Resolution No. 2004-299;
5. Approval of Closure and Barricade of Southern Portion of Clark Tunnel Road, Bickford Ranch by Resolution No. 2004-300;
6. Development Agreement (2004 Development Agreement) by and

Between County of Placer and Bickford Holdings, LLC, subsequently assigned to LV Bickford Ranch, LLC, adopted by Ordinance No. 5331-B;

The approvals described above in paragraphs 1 through 6, inclusive, are referred to herein collectively as the 2004 Entitlements.

H. 2015 Entitlements.

Following public hearings and consideration of the EIR, including the 2015 Addendum, CEQA findings, public testimony and written comments, on _____, 20____, the Board approved the following land use entitlements for the Property which are the subject of this Agreement (Entitlements), including:

1. Addendum to Bickford Ranch Specific Plan EIR (2015 Addendum), and a Revised Mitigation and Monitoring and Reporting Plan by Resolution No. 20____-____;
2. Rezone of 1927.9 acres from Farm (F-B-X-DR 10 and 20 acre min and F-B-X 10 and 20 acre min) to SPL-BRSP by Ordinance No. 20____-____;
3. Amended Bickford Ranch Specific Plan (2015 Specific Plan) and Amended Bickford Ranch Design Guidelines adopted by Resolution No. 20____-____;
4. Amended Bickford Ranch Development Standards adopted by Ordinance No. 20____-____;
5. Bickford Ranch Large lot Vesting Tentative Map; and
6. Amended and Restated Development Agreement By and Between the County of Placer and LV Bickford Ranch, LLC Relative to Bickford Ranch Specific Plan, adopted by Ordinance No. 20____-____.

The approvals described above in paragraphs 1 through 6, inclusive, are referred to herein collectively as the Entitlements. No other action or approval shall be deemed an entitlement, provided, however, that subsequent actions or approvals by the County for development of the Property, including but not limited to tentative and final subdivision, conditional use permits or design approvals (Subsequent Entitlements), shall be deemed included as part of the Entitlements upon County action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the County's discretion to impose time limits 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 Project in accordance with the Entitlements and this Agreement will provide for the orderly growth and development of the Property in accordance with the policies set forth in the General 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 law shall be set forth in the Entitlements as of the 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 the terms of this Agreement.

K. Need for Services and Utilities. Development of the Property will result in a need for certain municipal services and facilities, some of which can be provided by the County and some of which will be provided by other public entities and/or agencies 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 and as required in the EIR to mitigate impacts on the County from the development of the Property, and County agrees to provide, to the extent it does so provide, public facilities and services, according to the terms of this Agreement, to allow Developer to proceed with the development of the Property in accordance with the terms of this Agreement. The Developer will provide as a part of such development a variety 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 from the development of the Entitlements, County would not and could not approve the development of the Property as provided by this Agreement and that, but for County's agreement to provide, to the extent it does provide, the services necessary for development of the Property, 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 make contributions toward the cost of public improvements and services as herein provided to mitigate the impacts of development of the Property as such development occurs.

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

N. Project Benefits. County and Developer contemplate that the development of the Property pursuant to this Agreement and the Entitlements will result in significant benefits to County and to Developer. This Agreement accordingly provides assurances to Developer that it will have the ability to develop the Property in accordance with this Agreement. This Agreement also provides assurances to County that it will receive certain public benefits. Specifically, Developer has voluntarily agreed to enter into this Agreement thereby providing County with various public benefits to County and its residents beyond

those attainable through conditions of approval and mitigation measures (Public Benefits).

O. Consistency with General Plan and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon the County finds and declares that this Agreement is consistent with the General Plan of the County of Placer and with the Specific Plan.

NOW, THEREFORE, County and Developer (the Parties) hereto agree as follows:

AGREEMENT

SECTION 1 GENERAL PROVISIONS

1.1 Incorporation of Recitals and Exhibits. Preamble, the Recitals A through O and all defined terms set forth in both are hereby incorporated herein, including all documents referred to in said Recitals. All exhibits attached hereto are incorporated by reference.

1.2 Property Description and Binding Covenants. The Property is that property described and shown in **Exhibits A-1** and **A-2**, respectively. It is intended and determined that the provisions of the 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 to Developer shall mean and refer to LV Bickford Ranch, LLC, and each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer.

1.2.1 Exception Parcel. The property shown in and labeled as N.A.P.O.T.S One in **Exhibit A-2** and comprising approximately 10.2 acres (Assessor's Parcel Number 031-101-033-000) is not owned by Developer and shall not be bound or subject to the provisions of Bickford Ranch Specific Plan, Design Guidelines, Development Standards or this Agreement.

1.2.2 Minor Boundary Line Adjustment (MBLA). The Parties acknowledge on August 20, 2015 the County approved an MBLA to adjust certain existing lots within the Property. Once said MBLA is recorded, the Parties agree to execute an amendment to this Agreement to replace **Exhibit A-1** and incorporate the revised legal description pursuant to the recorded MBLA. Said amendment shall be considered an administrative modification of this Agreement and no Planning Commission or Board of Supervisors' review is required provided the replacement **Exhibit A-1** conforms to the recorded legal description of the MBLA, as determined by the County Surveyor. Said amendment shall only become effective upon full execution by all parties thereto.

1.3 Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section 1.3.

1.3.1 “Adopting Ordinance” means County of Placer Ordinance No. 20____ - _____ dated _____, 20____ and effective _____, 20____, which approves this Agreement as required by Government Code Section 65867.5.

1.3.2 “Agreement” means this Amended and Restated Development Agreement.

1.3.3 “Approval Conditions” means the terms and conditions of approval attached to the Entitlements by action of the Board of Supervisors.

1.3.4 “Backbone Infrastructure” means infrastructure as listed and depicted in **Exhibit E**, which includes improvements required to provide a phase or village with two points of access, and connection points to transmission utility pipelines. Backbone infrastructure is sized for the purpose of serving the Specific Plan and may include oversizing of infrastructure for regional benefit.

1.3.5 “Board” means the Board of Supervisors of the County of Placer.

1.3.6 “CEQA” means the California Environmental Quality Act.

1.3.7 “Commission” means the Planning Commission of the County of Placer.

1.3.8 “County” means the County of Placer, a political subdivision of the State of California

1.3.9 “Development Agreement Statute” means Sections 65864 *et seq.* of the Government Code of the State of California.

1.3.10 “Director” means Director of the Community Development Resource Agency, County of Placer, or designee.

1.3.11 “Effective Date” means the effective date of the Adopting Ordinance for this Agreement and full execution by the parties hereto.

1.3.12 “Entitlements” means the plans, maps and other land use approvals as described in Paragraph H of the Recitals.

1.3.13 “General Plan” means the General Plan, including text and maps, of the County of Placer in effect as of the date the Board took action on the Entitlements.

1.3.14 “Lender” means the holder of any mortgage or the beneficiary of any deed of trust encumbering all or any portion of the Property.

1.3.15 “MMRP” means the Mitigation, Monitoring and Reporting Plan

adopted for the Project by the Board of Supervisors and as amended by the actions of the Board of Supervisors pursuant to the Entitlements, Recital H.

1.3.16 “Parties” means the Developer and the County.

1.3.17 “Project” means development of the Property as approved by action of the Board of Supervisors pursuant to the Entitlements, including the incorporated exhibits thereto.

1.3.18 “Property” means the real property described and depicted in **Exhibits A-1 and A-2.**

1.3.19 “Zoning Code” means the Chapter 17 of the Placer County Code, County of Placer in effect as of the date of the Board’s action pursuant to Recital H.

1.4 Additional Defined Terms. If any of this Agreement’s capitalized terms are not defined above, then such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.5 Term.

1.5.1 Commencement, Expiration. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty (20) years thereafter (Initial Term). The Initial Term will remain in effect unless said Initial Term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Unless prior to the expiration of the initial period or prior to the second extension becoming effective, the Board of Supervisors determines, in its sole discretion, that an extension is not in the best interests of the County, the Initial Term, shall be extended automatically for two (2) consecutive periods of five (5) years each (the Two Five-Year Extensions). Following the expiration of the Two Five-Year Extensions, this Agreement shall be deemed terminated and of no further force and effect however, said termination of the Agreement shall not affect any right or duty emanating from the Entitlements.

1.5.2 Tolling During Legal Challenge. In the event that this Agreement or any of the Entitlements are the subject of legal challenge, and Developer is unable to proceed with the Project because of the litigation, the term and timing of obligations imposed pursuant to this Agreement shall be automatically tolled during the pendency of the litigation upon written request of Developer. The tolling shall terminate upon the earliest date on which either a final order is issued upholding the challenged approvals or said litigation is dismissed with prejudice by all plaintiffs. In the event a court enjoins either the County or Developer from taking actions with regard to the Project as a result of such litigation that would preclude any of them from enjoying the benefits bestowed by this Agreement, then the term of this Agreement shall be automatically tolled during the period of time such injunction or restraining order is in effect.

1.5.3 Automatic Termination Upon Issuance of Building Permit. 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 issuance by County of a building permit therefor. This termination shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

1.5.4 Termination Upon Developer Request. This Agreement may also be terminated, at the election of the Developer, 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 residential lot subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a non-residential building within such parcel, by giving written notice to County of such property owner's election to terminate the 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; and (ii) the parcel is included within the applicable Community Facility Districts or Zone of Benefit(s) within County Services Area No. 28, as required by this Agreement, or other financing mechanism acceptable to the County, to the extent required hereby; and (iii) all other conditions of approval that pertain to the creation of the parcel have been satisfied; and (iv) all obligations that pertain to the parcel under this Agreement have been satisfied. County shall, if all of the above are satisfied and upon request of the property owner, execute a written notice of termination that may be recorded with the County Recorder against the applicable parcel at the property owner's sole expense. This termination shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

1.6 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of County and Developer (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entire Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The Parties acknowledge that under the Placer County Code (County Code) and applicable rules, regulations and policies of the County, the Director of Community Development Resource Agency (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 Director of any minor modifications to the Entitlements which are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

1.6.1 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without

interruption.

1.6.2 Amendment for Tentative Map. The Parties acknowledge that Developer has submitted and County has approved a Large Lot Vesting Tentative Map (LLVTM). The LLVTM and the terms and conditions imposed in connection with its approval are part of the Entitlements for purposes hereof and are subject to the terms and conditions of this Agreement.

1.7 Assignment. Developer shall have the 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 and assumption by the assignee of such assignment in the form attached hereto as **Exhibit B**. Upon the conveyance of Developer's interest in the Property, or any portion of the Property, and the unconditional assumption by the assignee of all applicable obligations hereunder, Developer shall be released from any further liability or obligation hereunder related to that 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 portion of the Property so conveyed. In the event of default by either Developer or its assignee, any termination of this Agreement, to the extent that Developer or its assignee is in compliance with all other requirements under this Agreement, shall apply only against the property owner in default.

1.8 Recordation. Except when this Agreement is automatically terminated due to the expiration of the term described in Section 1.5.1 of this Agreement or the provisions of Section 1.5.3 above, the County shall cause this Agreement, any amendment hereto and any other termination thereof to be recorded, at Developer's expense, with the County Recorder within ten (10) days of the Agreement, amendment or termination becoming effective. Any amendment or termination of the 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.

SECTION 2 DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, 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 it is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Entitlements and this Agreement, including, but not limited to, allocation of residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations shown on any approved Vesting Tentative Map.

County acknowledges that the Entitlements include the following Specific Plan land use designations and approximate acreages, for the Property as shown in the Specific Plan land use plan in **Exhibit C**, attached hereto and summarized below:

Rural Residential	27 units on 108.2 acres;
Low Density Residential	1,798 units on 576.6 acres;
Medium Density Residential	65 units on 16.3 acres;
Open Space - Preserve	783.5 acres;
Open Space - Transition	163.5 acres;
Open Space - Parkway	123.8 acres;
Community Park	27.6 acres;
Neighborhood Park	15.2 acres;
Recreation Centers	17.2 acres;
School	15.0 acres;
Public Facilities	27.9 acres;
Roadways	51.0 acres;
Landscape	17.1 acres.

Such uses shall be developed in accordance with the Entitlements. Developer's vested right to proceed with the development of the Property shall be subject to subsequent approvals, 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, so long as Developer is not in default under this Agreement.

The vesting of the Entitlements shall not supersede or affect rights otherwise vested by operation of law, including but not limited to, the Subdivision Map Act and/or other provisions of state or local zoning law.

2.3 Project Phasing. Developer, or its successor(s) in interest, shall develop and construct the infrastructure necessary to serve the Specific Plan in Phases 1, 2 and 3 substantially consistent with the Phasing Plan set forth in **Exhibit D** and Backbone Infrastructure requirements as set forth in **Exhibit E**. Grading and infrastructure may be constructed in sub-phases subject to prior approval of each sub-phase by the County. Notwithstanding the foregoing, Specific Plan parcels LDR-01, PF-2, PF-5, and RR-07 may be developed earlier than the remainder of Phase 3 and prior to Phase 2 as long as Phase 1 Backbone Infrastructure has been completed and Phase 2 Backbone Infrastructure necessary to serve any of the parcels, either individually or collectively, has been completed as conditioned with a Small Lot Tentative Map approval at the discretion of the County. Improvements include at a minimum construction of the full width roadway section for School Ranch Road, construction of the traffic signal at Sierra College Boulevard and School Ranch Road and all associated improvements, utility extensions to each parcel to be created for water, sewer, storm drains, and electrical/dry utilities, as well as permanent or temporary turnarounds meeting County standards and secondary access meeting County fire requirements.

2.4 Development Timing. This Agreement contains no requirement that Developer must initiate or complete development of any phase of the development of the Property or any portion thereof within any period of time set by County. It is the intention of this provision that Developer be able to develop the Property in accordance with Developer's own schedule; provided, however, that to the extent phasing is required by the Entitlements, such provision shall govern. No future modification of the County Code or any ordinance or regulation which limits the rate of development over time shall be applicable to the Property.

2.5 Residential Unit Transfer. The number of residential dwelling units planned for the different parcels within the Project may be transferred to other parcels within the Project, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. Any remaining unused units must be transferred prior to County approval of the last Small Lot Tentative Subdivision Map for the Property or are thereafter forfeited.

2.6 Rules, Regulations and Official Policies.

2.6.1 Conflicting Moratoria or Inconsistency. 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) shall directly or indirectly limit the rate, timing, sequencing or otherwise delay or impede development of the Property in accordance with the Entitlements and this Agreement; provided, however, Developer shall be subject to any growth limitation ordinance, resolution, rule or policy that is adopted by the County that directly concerns a public health or safety issue, in which case County shall treat Developer in a uniform, equitable and proportionate manner with all other properties that are affected by said public health or safety issue. 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.

2.6.2 Application of Changes. This Section 2.6.2 shall not preclude the application to development of the Property of changes in County laws, regulations, plans or policies, the terms of which are specifically mandated and 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.

2.6.3 Authority of County. This Section 2.6.3 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 prevent,

delay, or impose additional burdens upon, or obligations in connection with, the 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.

2.7 Fees, Taxes and Assessments.

2.7.1 Processing Fees and Charges. Developer shall pay those processing, inspection and plan checking fees and charges (Processing Fees) required by County under the then current and applicable regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance required in the MMRP or with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Developer hereunder.

2.7.2 Development Fees. Consistent with the terms of this Agreement, County shall have the right to impose, and Developer agrees to pay, such development fees (Development Fees) as have been adopted by County as of the Effective Date of this Agreement, subject to changes pursuant to Sections 2.6.2 and 2.7.4. Development Fees shall be due upon issuance of building permits for the Project, except as otherwise provided under this Agreement or the MMRP.

2.7.3 New Development Fees. After the Effective Date of this Agreement, in the event that the County or a joint powers authority or other agency of which the County is a member adopts a new development fee in accordance with the Mitigation Fee Act (Government Code Section 66000 et seq.) (New Development Fee) or other law that is applied uniformly on a county-wide or a regional basis, Developer agrees to pay the New Development Fee; provided, however, that in the event the New Development Fee is duplicative of any development fees or contributions required of Developer pursuant to this Agreement, Developer shall only be obligated to pay the greater amount of the New Development Fee or the Development Fee or contribution amount required hereunder.

2.7.4 Development Fees - Adjustments. County may adjust County Development Fees from time-to-time to account for increases or decreases in the cost of constructing the facilities or in providing the services for which such Development Fees are collected. Such adjustments shall be done on an annual basis, to the extent the Placer County Code so provides, in accordance with the applicable provisions of the Code; otherwise, the adjustment shall be done in accordance with the basic assumptions and methodology governing adjustments of County fees generally.

2.7.5 Development Fees for Age-Restricted Portion of Project. The County's Public Facilities Fee and Traffic Mitigation Fees paid by Developer for age-restricted residential units within the Project shall be that established for such age-restricted units pursuant to Articles 15.30 and 15.28, respectively, of the Placer County Code, as adjusted from time-to-time.

2.7.6 Specific Plan Fees. This Agreement establishes fees specific to the

Project, including the Sierra College Boulevard Widening Fee (Section 3.1.1.1), Park and Trail Fee (Section 3.4.2), and the Fire Protection Facility Fee (Section 3.5.1.2). Each identified fee shall be comprised of the fee and an administrative component above the fee amount to fund the costs for the County to administer the same on behalf of the Developer (hereinafter collectively referred to as Specific Plan Fees). The administrative charge covers the cost for the County to administer, monitor and manage the fees and reimbursements. Because the Specific Plan Fees are being implemented by the County at the request of the Developer for purposes of financing Project improvements and facilities, Developer agrees to pay all costs, including the cost of any necessary nexus study, and specifically waives the right to challenge any objection to the County's lack of compliance with the Mitigation Fee Act or other applicable law, in association with the adoption, calculation and administration of the Specific Plan Fees.

The Developer shall advance the costs of the administration until such time as the County determines that sufficient funds have been and will continue to be generated by the Specific Plan Fees to fund all future costs of administration of the fee program. The administration component shall not exceed three percent (3%) of the Specific Plan Fees.

Unless noted otherwise in this Agreement, all Specific Plan Fees shall be adjusted annually by the percentage of change in the 20-Cities Construction Cost Index in the Engineering News Record (20 Cities ENR).

2.8 Affordable Housing. The County's Housing Element policy B-14, provides for opportunities for the County to consider alternative measures in lieu of constructing affordable housing on-site including payment of an in-lieu fee. Based on the goals and policies contained in County's General Plan and the Specific Plan, Developer's affordable housing obligation is approximately 189 units, or ten percent (10%) of the total number of residential units (1,890) within the Project as housing affordable to lower income households earning up to 80% of median income for Placer County as determined by the Department of Housing and Urban Development (HUD). County has determined that the development of housing affordable to lower income households is not practicable on-site and that payment by Developer of an affordable housing in-lieu fee for the construction of affordable housing units elsewhere in the unincorporated area of the County is appropriate. Developer shall pay to County an affordable housing in-lieu fee of \$4,000 per residential building permit (Affordable Housing In-Lieu Fee) in the Specific Plan. The Affordable Housing In-Lieu Fee shall be adjusted annually by the 20 Cities ENR.

SECTION 3 DEVELOPER OBLIGATIONS

3.1 Roadway Improvements.

3.1.1 Sierra College Boulevard. Developer shall be obligated to widen Sierra College Boulevard (SCB) along the frontage of the Property and off-site to Highway 193 and construct improvements as shown on the Sierra College Boulevard improvements

phasing plan in **Exhibit G** (SCB Phasing Plan). Developer shall construct SCB improvements in the following four segments, consistent with the SCB Phasing Plan in **Exhibit G**:

SCB Segment 1: Concurrent with construction of the Backbone Infrastructure for Specific Plan Phase 1 shown in **Exhibits D and E**, Developer shall construct SCB Segment 1 improvements identified on the SCB Phasing Plan shown in **Exhibit G**. SCB Segment 1 improvements shall be completed and subject to County's acceptance as part of the Specific Plan Phase 1 Backbone Infrastructure prior to issuance of the first residential building permit in Specific Plan Phase 1. SCB Segment 1 improvements shall be funded by the Developer.

SCB Segment 2: Developer shall construct SCB Segment 2 improvements identified on the SCB Phasing Plan shown in **Exhibit G**. Prior to issuance of the 650th building permit in the Project, Developer shall provide the design for County review and approval. SCB Segment 2 improvements shall be completed prior to County's issuance of the 750th residential building permit in the Specific Plan and shall be funded by the Developer and eligible for reimbursement from SPRTA or credits against SPRTA fees. Developer shall not be required to construct SCB Segment 2 improvements if they have been completed by others.

SCB Segment 3: Concurrent with construction of Backbone Infrastructure for the Specific Plan Phase 2 shown in **Exhibits D and E**, Developer shall construct SCB Segment 3 improvements identified on the SCB Phasing Plan shown in **Exhibit G**. SCB Segment 3 improvements shall be completed and subject to County's acceptance as part of the Specific Plan Phase 2 Backbone Infrastructure prior to issuance of the first residential building permit in Specific Plan Phase 2.

SCB Segment 4: Concurrent with construction of Backbone Infrastructure for the Specific Plan Phase 3 shown in **Exhibits D and E**, Developer shall construct SCB Segment 4 improvements identified on the SCB Phasing Plan shown in **Exhibit G**. SCB Segment 4 improvements shall be completed and subject to County's acceptance as part of the Specific Plan Phase 3 Backbone Infrastructure prior to issuance of the first residential building permit in Specific Plan Phase 3.

3.1.1.1 Sierra College Boulevard Fee. Developer shall pay upon the issuance of each residential building permit in Specific Plan Phases 1 and 2 (1,480 residential units), or upon the issuance of the first 1,480 residential building permits if a phasing change has occurred, a fee to fund construction of SCB Segments 3 and 4 (SCB Fee). Developer shall pay \$3,893 per the first 1,480 residential unit building permits in the Specific Plan. In the event Developer fails to construct SCB Segments 3 and 4, County or other qualified entity or jurisdiction may construct SCB Segments 3 and 4 provided that the full amount of the SCB Fee has been collected. The SCB Fee includes funding for the School Ranch Road and Sierra College Boulevard intersection improvements described in Section 3.1.3.1.2 and the Sierra College Boulevard and Highway 193 intersection improvements described in Section 3.1.3.2.

3.1.1.2 Reimbursements to Developer. Developer shall be entitled to reimbursement from County from the SCB Fee fund, for the actual costs of constructing SCB Segments 3 and 4. If, upon completion of SCB Segments 3 and/or 4 listed in Section 3.1.1 and School Ranch Road/Sierra College Boulevard above-ground signal improvements listed in Section 3.1.3.1.2, Developer has not been fully reimbursed by County for actual cost for improvements completed, County shall reimburse Developer from future SCB Fee funds until the Developer is reimbursed completely. For such reimbursements, Developer shall provide County with copies of invoices for actual costs of constructing improvements and certification of completed work. Developer shall be entitled to monthly reimbursements for improvements completed to the satisfaction of the County and County shall make timely reimbursements to Developer.

If and when the first 1,480 residential building permits in the Specific Plan have been issued by County and the balance of the SCB Fee fund is insufficient to reimburse Developer for requested reimbursement(s), County shall have no obligation to provide further reimbursement(s) to Developer.

Notwithstanding the foregoing, if the above-ground improvements for School Ranch Road/Sierra College Boulevard signal have not been constructed as described in Section 3.1.3.1.2, \$400,000 shall be reserved in the SCB Fee fund to fund the improvements. After construction of the School Ranch Road / Sierra College Boulevard signal and when all SCB improvements consistent with **Exhibit G** are complete to the satisfaction of the County and all warranty periods for said work have terminated, Developer shall be entitled to a refund of the balance, if any, of the SCB Fee fund, if any such balance exists at the time of completion. Reimbursement shall be applicable only to LV Bickford Ranch, LLC, or such other entity to which LV Bickford Ranch, LLC may assign its right to reimbursement under to this Section 3.1.1.2. LV Bickford Ranch, a Delaware LLC shall provide written notice of any such assignment to County pursuant to Section 10 of this Agreement. For those lots for which termination of the Agreement has been preceded, there shall be no reimbursement obligations by the County.

3.1.2 Primary Roadways (Grand Ridge Drive and Upper Ranch Road). Developer shall construct the full width road section for primary access roadway(s) including Grand Ridge Drive and Upper Ranch Road for segments as conditioned at the discretion of the County for each small lot tentative map. Improvements shall include underground utility extensions for water, sewer, storm drains, and electrical/dry utilities, as well as permanent or temporary turnarounds meeting County standards and secondary access meeting County fire requirements.

3.1.3 Traffic Signals

3.1.3.1. Project Signals.

3.1.3.1.1 Bickford Ranch Road/Penny Lane and Sierra College Boulevard Signal. Prior to recordation of the first Small Lot Final Subdivision Map within

Specific Plan Phase 1, Developer shall fund and design for County review and approval, and as a part of Phase 1 Backbone Infrastructure improvements, construct a traffic signal at Bickford Ranch Road/Penny Lane and Sierra College Boulevard, as shown on **Exhibit H**.

3.1.3.1.2. School Ranch Road and Sierra College Boulevard Signal. As a component of SCB Segment 3 improvements listed in **Exhibit G**, Developer shall provide a design for County review and approval for a signal at School Ranch Road and Sierra College Boulevard, as shown on **Exhibit H**, including underground and above ground improvements. With SCB Segment 3 improvements identified on the SCB Phasing Plan shown in **Exhibit G**, and if not already constructed, Developer shall construct signal loops and related underground facilities at the intersection of School Ranch Road and Sierra College Boulevard.

If the Loomis Union School District acquires the school site (Parcel PF-2) and constructs a school on Parcel PF-2, Developer, County or third party shall construct all remaining unconstructed School Ranch Road/Sierra College Boulevard signal improvements, if applicable, including mast and arms, signals and signal control box prior to occupancy of the school. The constructing party shall be entitled to reimbursement from the SCB Fee fund for the actual costs of constructing School Ranch Road and Sierra College Boulevard signal improvements, pursuant to Section 3.1.1.2 of this Agreement.

3.1.3.2 Sierra College Boulevard and Highway 193 Signal. Developer shall fund, design for County review and approval, and construct a traffic signal at Sierra College Boulevard and Highway 193, as shown on **Exhibit H** concurrent with SCB Segment 3 shown on **Exhibit G**. In the event that Caltrans does not approve either the design or construction of the traffic signal, and Developer has processed the necessary design and construction plans in a timely and good faith manner, the timing for the construction of the traffic signal may be delayed at the sole discretion of County, if Developer enters into an agreement acceptable to County providing for the completion of the improvements to the full satisfaction of the County.

It is estimated that the cost for this improvement is \$400,000. Concurrent with the construction of the traffic signal, County shall request a contribution toward such improvement from Caltrans equal to approximately two-thirds of its cost. Upon completion of construction of the signal, Developer shall submit copies of invoices, proof of payment, and any other documentation supporting its claim for reimbursement of costs of construction that may be reasonably requested by County or Caltrans. Upon County's review and approval of said costs, and County's receipt of any contribution from Caltrans for this improvement, County shall promptly forward such contribution to Developer. County shall have no obligation to reimburse Developer for the costs of construction of the traffic signal unless or until it receives any such contribution from Caltrans.

3.2 Traffic Mitigation Fees

3.2.1. Countywide Traffic Mitigation Fee. The Project is subject to and shall pay County's Traffic Mitigation Fee for the Placer Central Benefit District, or such similar

fee as may be adopted from time-to-time to replace the Placer Central Benefit District fee. The County's Traffic Mitigation Fee shall be paid at issuance of each residential building permit within the Project.

3.2.2. English Colony Way Contribution. Developer shall pay \$600,000 as the Specific Plan's pro rata share of the total cost of the English Colony Way improvements identified in the County's Transportation Capital Improvement Program for the Newcastle/Horseshoe Bar/Penryn Benefit District (English Colony Way Contribution). The English Colony Way Contribution shall be paid as a fee of \$317.46 payable at issuance of each residential building permit in the Specific Plan. The English Colony Way Contribution shall be adjusted annually consistent with adjustment made to the County's Capital Improvement Program.

3.2.3. Regional Traffic Mitigation Fee. The Project is subject to and Developer shall pay the South Placer Regional Transportation Authority traffic fee (SPRTA Fee), or such similar fee as may be adopted from time-to-time to replace the SPRTA Fee. The SPRTA Fee shall be paid prior to issuance of each residential building permit within the Project and shall be in addition to the Countywide Traffic Mitigation Fee.

3.3 Wastewater

3.3.1 Wastewater Conveyance. Developer shall construct an 18-inch pipeline in Highway 193 and Sierra College Boulevard from the Property to a connection point to the already constructed 42-inch wastewater trunk line running parallel and adjacent to Highway 193. The County shall provide a stub from the first manhole within Highway 193 of the Mid-Western Regional Sewer Project (Regional Sewer Project) to allow said connection by the Project. Wastewater conveyance facilities are shown in **Exhibit I**. The 18-inch sewer line is sized for the needs of the Project and may provide capacity for future connections by adjacent properties in and around the Project. Construction of this additional capacity, along with the Project's prior construction of the 42-inch regional wastewater trunk line within Highway 193, constitutes a regional and public benefit to Placer County residents in that capacity of the transmission facilities is in excess of the capacity required to accommodate the Project.

3.3.2 Regional Wastewater Facilities - Reimbursement. In the event that the JPA receives state and/or federal funds as reimbursement for improvements constructed as part of the regional wastewater system, County shall support Developer's request to the JPA for reimbursement of the cost to Developer in constructing oversized facilities to accommodate regional wastewater flows. Nothing herein shall be interpreted to require County to reimburse Developer from County funds for the costs of construction of regional wastewater facilities.

3.3.3 Wastewater Treatment Agreement - County and City of Lincoln. Wastewater treatment will be provided by the City of Lincoln Wastewater Treatment and Reclamation Facility (WWTRF) through a Construction, Operations and Joint Exercise of Powers Agreement (COJA) between the City of Lincoln (Lincoln) and the County dated

October 16, 2013 and as amended on August 7, 2015. The COJA includes a provision for 0.4 million gallons per day (MGD) of excess treatment capacity to be reserved for County projects if requested by the County. On May 28, 2014, the County notified Lincoln of the County's intent to utilize the 0.4 MGD for County projects that could include the Project. Additionally, as detailed in the COJA, the County has the ability to request expansion of the WWTRF for County projects. The County and Lincoln have also begun discussions on available, unused capacity beyond the 0.4 MGD as well as the timing of future expansion of the WWTRF to accommodate planned growth. The County commits to make a reasonable effort to provide sufficient treatment capacity needed to serve the Project.

Service for individual connections is available on a first come, first serve basis. Developer agrees to pay any applicable service charges, connection fees or other such fees and assessments as may be necessary to provide wastewater service and treatment to the Project. The County acknowledges that the Developer entered into *Memorandum of Understanding Reservation of Wastewater Treatment Capacity for the Bickford Ranch (MOU)* with Lincoln in 2000 where Bickford paid Lincoln \$7,130,000 for treatment and conveyance capacity. The County is not liable or responsible for any terms, conditions, or funds conveyed pursuant to that MOU. Additionally, nothing herein shall be interpreted to require County to reimburse or credit Developer for the costs paid to Lincoln pursuant to the MOU. However, to the extent that Lincoln has reserved treatment and conveyance capacity for the Project, an appropriate corresponding credit will be accounted for in the connection fees charged by the County. Nothing in this Agreement shall be interpreted to obligate County to provide wastewater treatment to any lot within the Project except as specified in an applicable agreement with the City of Lincoln.

3.4 Open Space, Parks and Trails.

3.4.1 Open Space. County General Plan requires the Project dedicate 20.77 acres of passive recreation. Developer agrees to provide in the Specific Plan approximately 1,068.4 acres of open space within the Project, as shown in **Exhibit J** including 783.5 acres of open space preserve (Parcels OSP 1-120) (OS Preserve), 163.5 acres of open space transition (Parcels OST 1-38) (OS Transition) and 123.8 acres of open space parkway (Parcels OS PKY 1-11) (OS Parkway). As discussed in Section 3.4.4, multi-purpose trails will be constructed in the OS Preserve and OS Transition. The passive recreation requirement of the General Plan will be satisfied by the provision of a 11.3 mile public trail system constructed within the OS Preserve and OS Transition parcels.

3.4.1.1 Open Space Phasing. Prior to County approval of the final subdivision map creating the first residential small lot within each phase of the Project, as shown in the Phasing Plan in **Exhibit D**, Developer shall convey in fee the OS Preserve parcels within that phase. Parcels OS-4 through 8 and 18-20 shall be conveyed with the first small lot final map in Specific Plan Phase 1 of the Project, Parcels OS-9 through 11 and 15 through 16 shall be conveyed with the first small lot final map in Specific Plan Phase 2 and Parcels OS -1 through 3, 12 through 14, and 17 shall be conveyed with the first small lot subdivision map in Specific Plan Phase 3. OS Preserve parcels shall be

conveyed in fee to the master homeowners' association (Master HOA) for the Project, a public agency other than County, or non-profit management or preservation entity acceptable to the United States Army Corps of Engineers, and such entity shall be responsible maintaining the OS Preserve.

3.4.1.2 Trail Uses within Open Space. Easements encumbering the OS Preserve parcels, including but not limited to a blanket multi-purpose trail easement(s) over the OS Preserve and OS Transition parcels and conservation easement, and the Bickford Ranch Long-Term Management Plan shall permit the construction, operation and maintenance of the multi-purpose trail described in Section 3.4.4, including the uses and facilities allowed by the Long-Term Management Plan.

3.4.2 Park and Trail Fee. Developer shall pay a park and trail fee (Park and Trail Fee), upon the issuance of each residential building permit within the Project, to fund park, trail and staging area construction. Such Park and Trail Fee shall be \$4,642.76 per residential unit, and adjusted annually by the 20 Cities ENR. The purpose of the Park and Trail Fee is to fund construction of the BR Park described in Section 3.4.3 and the multi-purpose trails described in Section 3.4.4. The County shall transfer immediately upon establishment of the services CFD for Parks established pursuant to Section 4.7, any fund balance in the County Service Area 28, Zone of Benefit 184 for Bickford Ranch Park Maintenance to the Park and Trail Fee fund described in this section 3.4.2.

3.4.3 Bickford Ranch Park. County General Plan requires the Project dedicate 20.77 acres of active park land. Developer shall offer for dedication, on the face of the Large Lot Vesting Final Map, to the County 27.4 acres of park land consisting of Parcels PR-1 and PR-2 for Bickford Ranch Park (BR Park), as shown in **Exhibit K**. Developer shall dedicate the BR Park site free of encumbrances including easements for roadways and electric facilities serving adjacent properties.

3.4.3.1 BR Park Facilities. The conceptual park plan for BR Park is shown in **Exhibit L** and includes 20.9 acres of active parkland. Modifications to the facilities identified in the conceptual plan shown in **Exhibit L** require written approval of the Parties. The County may modify or add facilities and/or improvements to the BR Park provided that the facilities and/or improvements do not increase the obligations of the Developer contained herein and are not funded with the Park and Trail Fee fund.

3.4.3.2 BR Park Phasing. Developer shall design and construct the BR Park in the following five phases, consistent with the park phasing plan in **Exhibit M** (BR Park and Trail Phasing Plan) and with the facilities shown in **Exhibit L**:

BR Park Phase 1: Concurrent with submittal of improvement plans for Bickford Ranch Road, Developer shall submit to County construction drawings for BR Park. The construction drawings shall be consistent with the facilities shown in **Exhibit L** and the BR Park and Trail Phasing Plan in **Exhibit M**.

With construction of the backbone infrastructure for Specific Plan

Phase 1 shown in **Exhibit D**, Developer shall: (1) construct street frontage improvements (curb, gutter, streetlights) along the Bickford Ranch Road frontage of BR Park; and (2) install utility stubs (sewer, water, storm drainage, electric and telephone) to the BR Park site.

For each of the BR Park Phases 2 through 4, Developer shall commence construction of improvements described in **Exhibit L** within forty-five (45) days of the issuance of the specified building permit for each respective Phase. Developer shall complete the improvements within 180 calendar days of commencing construction. The time period between October 15 and April 15 shall not be counted toward the 180 day construction completion period. If construction exceeds 180 days, Developer shall enter into a deferred improvement agreement with the County to provide security for the completion of improvements to the satisfaction of the County.

BR Park Phase 2: Prior to the County's issuance of the **200th** residential building permit in the Specific Plan, Developer shall commence construction of the BR Park Phase 2 improvements identified on **Exhibits L and M**.

BR Park Phase 3: Prior to the County's issuance of the **1,000th** residential building permit in the Specific Plan, Developer shall commence construction of the BR Park Phase 3 improvements identified on **Exhibits L and M**. Construction documents for the Phase 3 Park Improvements shall be prepared and submitted for approval as described above (modified as applicable from the approved construction documents prepared in Phase 1) within 90 days of the issuance of the **900th** building permit.

BR Park Phase 4: Prior to the County's issuance of the **1,500th** residential building permit in the Specific Plan, Developer shall commence construction of the BR Park Phase 4 improvements identified on the BR Park Phasing Plan for BR Park Phase 4, as shown on **Exhibits L and M**. Construction documents for the BR Park Phase 4 improvements shall be prepared and submitted for approval as described above (modified as applicable from the approved construction documents prepared in BR Phase 1) within 90 days of the issuance of the **1,400th** building permit.

3.4.3.3 Reimbursements to Developer. Developer shall be entitled to reimbursement from County from the Park and Trail Fee fund, for the actual costs of designing and constructing BR Park improvements, not to exceed the costs specified in the BR Park and Trail Phasing Plan set forth in **Exhibit M**. If, upon completion of any of the BR Park phases listed in Section 3.4.3.2, Developer has not been fully reimbursed by County for actual cost for improvements completed, County shall reimburse Developer from future Park and Trail Fee funds until the Developer is reimbursed completely. In order to receive reimbursements, Developer shall provide County with copies of invoices for actual costs of constructing improvements and certification of completed work. Developer shall be entitled to monthly reimbursements for improvements completed and County shall make timely reimbursements to Developer.

If and when all residential building permits in the Project have been issued by County and the balance of the Park and Trail Fee fund is insufficient to reimburse Developer for requested reimbursement(s), County shall have no obligation to provide further reimbursement(s) to Developer. When all of the BR Park improvements shown on the BR Park and Trail Phasing Plan in **Exhibit M** have been completed by Developer and Developer has been reimbursed for improvements, funds remaining in the Park and Trail Fee fund may be used by County to provide additional public recreation improvements benefitting Penryn and Lincoln area residents.

3.4.4 Multi-Purpose Trails. The Specific Plan includes approximately 11.3 miles of multi-purpose trails (MP Trails) as shown in **Exhibit N**. The MP Trails are planned in OS Preserve parcels, with limited segments of the trail adjacent to roadways and through OS Transition parcels. The MP Trails shall be constructed to a width of five feet (5') and will consist of native material. In locations where the MP Trail is coterminous with a roadway or other hard surfaced trails/paths, the MP Trails shall be natural surface or aggregate base placed adjacent to the hard surfacing. Construction documents for the MP Trails shall consist of a schematic plan view of the trail corridor alignment, cross section of trail and trail details. The alignment of MP Trails shall be staked by Developer and subject to approval by the County prior to construction.

3.4.4.1 MP Trail Easements. Prior to recordation of the conservation easement over the OS Preserve parcels, Developer shall provide offers of dedication of blanket multi-purpose trail easements to the County for the MP Trail system in the corresponding Specific Plan phase. Easements shall be in the form of a blanket multi-purpose trail easement over OS Preserve parcels and in the form of a multi-purpose trail easement over OS Transition parcels and/or adjacent to roadways.

3.4.4.2 MP Trail Construction. Developer shall construct MP Trails consistent with the BR Park and Trail Phasing Plan in **Exhibit M** and the MP Trail Phasing Plan in **Exhibit O**. Phases 1, 2 and 3 of the MP Trail shall be constructed concurrent with the Backbone Infrastructure in the respective Specific Plan Phase(s) shown in **Exhibit D**. Construction of each phase of the MP Trail shall be completed prior to the County's acceptance of the Backbone Infrastructure improvements in each corresponding Project phase.

3.4.4.3 Reimbursements to Developer. Developer shall be entitled to reimbursement from County from the Park and Trail Fee fund, for the actual costs of designing and constructing MP Trail improvements, but not to exceed the costs specified in the BR Park and Trail Phasing Plan, as set forth in **Exhibit M**. If, upon completion of any of the MP Trail phases as set forth in **Exhibit O**, Developer has not been fully reimbursed by County for actual costs for trail improvements completed, County shall reimburse Developer from future Park and Trail Fee funds until Developer is reimbursed completely. For reimbursements, Developer shall provide County with copies of invoices for actual costs of constructing improvements. Developer shall be entitled to monthly reimbursements for improvements completed and County shall make timely reimbursements to Developer.

If and when all residential building permits in the Project have been issued by County and the balance of the Park and Trail Fee fund is insufficient to reimburse Developer for requested reimbursement(s), County shall have no obligation to provide reimbursement(s) to Developer. When all MP Trail improvements shown on the MPT Phasing Plan in **Exhibit O** have been completed by Developer, after Developer is reimbursed in full for actual costs of constructing improvements, funds remaining in the Park and Trail Fee fund may be used by County to provide additional public recreation improvements benefitting Penryn and Lincoln area residents.

3.4.5 BR Park, Equestrian Staging Area, and MP Trail Maintenance. Maintenance of the BR Park, equestrian staging area, and MP Trails shall be funded through the formation of a Services Community Facility District (CFD) for public services. Prior to, or concurrent with, the formation of a CFD for park and trail public services, Parties agrees to dissolve County Service Area 28, Zone of Benefit 184. Developer agrees to prepare and/or execute documents as may be necessary to create said CFD and to establish a charge or assessment for such service prior to the County's recordation of the first small lot final map. Developer agrees to maintain the Specific Plan Phase 1 MP Trail and equestrian staging area until such time as the specified number of participating parcels has been created within the CFD to provide sufficient funding to the County for maintenance thereof, or to provide gap funding to the County for said maintenance until the specified number of participating parcels has been created.

3.4.6 Class I Bike Path. The Specific Plan includes approximately 14.2 miles of Class I bike paths adjacent to roadways (Class I Bike Paths) as shown in **Exhibit P**. Developer shall construct Class I Bike Paths with construction of adjacent roadway. For any portion of Class I Bike Paths not contained within a highway easement, a public multi-purpose trail easement over the Class I Bike Path shall be provided to the County no later than the acceptance of improvements for the Project Phase in which the Class I Bike Path is planned.

3.4.7 Private Recreation Facilities. The Specific Plan includes private recreation facilities including 15.2 acres of neighborhood parks (Parcels PR-4 through PR-20), two recreation centers (Parcels PR-A and PR-B) and 5.9 miles of neighborhood trails (collectively Private Recreation Facilities), as shown in **Exhibit Q**. Developer shall have discretion over the programming and design of Private Recreation Facilities. Private Recreation Facilities shall be constructed by the Developer and owned and maintained by private homeowner's association(s). County shall have no responsibility for the construction, ownership or maintenance thereof.

3.4.8 Entire Parkland and Open Space Obligation. The County agrees that the commitments contained in Section 3.4 fully satisfy Developer's General Plan, Quimby Act, and all other park obligations imposed by law for the dedication of park land and open space and for the improvement of such park lands and trails. To ensure that the full amount of passive recreation, park sites and trails are dedicated and funding provided for the benefit of future residents of the Specific Plan, Developer agrees that it shall not have

any right to seek any subsequent reductions in the amount of active or passive park acreage or trails 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.

3.5 Fire Protection. Parties agree that Placer County Fire is the primary party responsible for providing fire service in unincorporated Placer County. Subject to approval by the County, which approval shall not be unreasonably withheld, the County or Developer may enter into a fire service contract with another jurisdiction or entity. Such alternative service contract must be reviewed and approved by the County and entered into prior to the recordation of the first final small lot subdivision map for the Project, for the provision of fire services to the Project as defined in Section 3.5.1.3 below. Alternative options for the provision of fire services to serve the Project may include: 1) contract with City of Lincoln Fire Department or 2) contract with or annexation into Penryn Fire District. If no such alternative service contract is entered into, then Placer County Fire will be the fire service provider for the Project.

3.5.1 County Fire Service.

3.5.1.1 Fire Station. With the public facilities backbone infrastructure and prior to site dedication, Developer shall rough grade and cause streets, including frontage improvements and stubs for utilities, to be installed to provide access and utility service to the 1.4-acre fire station site (Parcel PF-1) (Fire Station Site) shown on **Exhibit R**. Prior to recordation of the Large Lot Vesting Final Map, Developer shall irrevocably offer to dedicate in fee to County a 1.4-acre parcel (Parcel PF-1) for a Fire Station Site for purposes of constructing a fire station to serve the Project. No later than the issuance of the 1,000th residential building permit for the Project, Developer shall commence construction of the Fire Station and diligently pursue its construction through to completion within twelve (12) months of the Fire Station construction start date. Specifications for the size and facilities, including furniture, fixtures and equipment, for the Fire Station are listed in **Exhibit S**.

Developer shall pay to County, no later than the issuance of the 900th residential building permit a payment of \$940,000 to be used to purchase the fire apparatus and equip the Fire Station as listed in **Exhibit S**.

Subject solely to the County's approval, in the event that a fire station is not constructed on the Fire Station Site (Parcel PF-1), the Project Entitlements designate the site for Public Facilities (PF) which allows other uses including, but not limited to, parks, worship facilities, government buildings and civic uses.

The Parties understand that the County is performing a fire service study (Fire Service Study). If the County changes its service delivery model as a result of the Fire Service Study prior to the recordation of the first final small lot subdivision map and prior to the formation of Community Facilities District for Emergency Services pursuant to Section 4.6 below, the County will review its service delivery costs for the

Project to determine if any costs savings may be realized.

3.5.1.2 Fire Protection Facility Fee. A fire protection facility fee (Fire Fee) shall be established for the Project for the design, construction and equipping of the Fire Station on the Fire Station Site consistent with the specifications shown in **Exhibit S**. The Fire Fee shall be calculated by the total cost of the Fire Station facility and equipment listed in **Exhibit S**, divided by the total number of residential dwelling units within the Project (1,890). Developer shall pay to the County a Fire Fee of \$1,387.63 per residential building permit in the Specific Plan. The Fire Fee shall be adjusted annually by the 20 Cities ENR.

The County shall collect the Fire Fee and place it into a segregated account for the sole purpose of constructing and equipping the Fire Station (Fire Fee Account). During construction of the Fire Station, Developer shall be entitled to reimbursement draws from the Fire Fee Account based on invoices and certification of the work completed by County inspectors. For monies advanced by Developer for construction of the Fire Station for which reimbursement by County has yet been made, County shall reimburse Developer from future Fire Fees paid and deposited into the Fire Fee Account. In the event that the Fire Fee Account, when all such fees have been paid and collected, is insufficient to reimburse Developer for the cost of the Fire Station, County shall have no obligation to provide further reimbursement to Developer for construction of the Fire Station. In the event, however, that upon completion of construction of the Fire Station, Developer has been fully reimbursed for the cost of same, and there remains a balance in the Fire Fee Account, County shall, at its sole discretion, use such funds to augment the Fire Station and/or its furniture, fixtures or equipment.

3.5.1.3 Fire Station Staffing. County shall, to the extent it does so provide, operate the Fire Station on a 24-hour basis, seven days a week, with a minimum of two firefighters, including at least one paramedic, until build-out of the Project at which time staffing shall be increased to a minimum of three firefighters, to include emergency medical service at the advanced life support level.

3.5.1.4 Annual Fire Protection Assessment. County has formed Zone of Benefit 189 within the County Service Area 28 (CSA 28 ZOB 189) imposing an annual assessment on each lot within the Project to pay the Project's fair share of the annual operating costs of the Fire Station. County and Developer agree in the future to dissolve CSA 28 ZOB 189 and form either a Services Community Facilities District (Services CFD) or other similar organizational structure as may be determined by the County supported Fire Service Study for the same purpose as the existing annual assessment. The Services CFD or similar structure shall be formed no later than the recordation of the first final small lot subdivision map, in which case the CSA 28 ZOB 189 shall be dissolved and the annual assessment previously collected thereunder shall be distributed to the Services CFD or to other similar organization structure as may be determined by the County. Developer shall pay for all costs associated with the dissolution of the existing CSA 28 ZOB 189 and formation of the Services CFD, including

any studies and take such additional actions as may be necessary to create the CFD for emergency services.

3.5.2 Penryn Fire District Payment. In 2002, Placer County LAFCo approved detachment of the Specific Plan area from the Penryn Fire Protection District (PFPD) boundaries. Pursuant to Section 3.5.4. of the 2004 Development Agreement, upon completion of the LAFCo proceedings, the Developer was obligated to pay the PFPD the sum of \$150,000 to offset the possible loss of project revenue to the PFPD. The Developer shall pay or resolve the payment obligation with the PFPD prior to formation of the Services CFD as required pursuant to Section 3.5.1.4 above.

3.6 Sheriff Service Center. The Fire Station described in Section 3.5.1.1 shall include 400 square feet for use as a Sheriff Service center. The Developer shall provide an allowance of \$30,000 for the Sheriff's use in purchasing office furniture (desks (2), reception counter, office chairs, reception seating, work table), computers, printer, and basic office supplies upon completion of the service center construction.

3.7 Air Quality Mitigation Fee. In addition to other mitigation measures adopted for the Project to mitigate Project impacts to air quality, Developer shall pay to County the sum of \$221.19 per residential building permit in the Specific Plan for the Placer County Air Pollution Control District's Offsite Mitigation Program. The Air Quality Mitigation Fee shall be subject to an annual adjustment by the 20 Cities ENR.

3.8 Tree Mitigation Fee. In addition to other mitigation measures within the MMRP adopted for the Project to mitigate Project impacts to trees, Developer shall pay to County a tree mitigation fee comprised of \$491,500 prior to issuance of the grading permit for Phase 1 Backbone Infrastructure and \$1,058.21 per residential building permit in the Specific Plan (Tree Mitigation Fee). The Tree Mitigation Fee shall be adjusted annually by the 20 Cities ENR. Proceeds from the Tree Mitigation Fee shall be used by County to acquire, conserve or restore existing open space or for the restoration and/or conservation of oak woodlands in priority locations.

3.9 Reservation of School Site. Notwithstanding Government Code Section 66480, Developer shall reserve the public school site (Parcel PF-2) for the Loomis Union School District for a period of ten (10) years from the date of approval of this Agreement, or for such other term as Developer and the Loomis Union School District may mutually agree.

3.10 County Public Facility Fee. The Project is subject to and shall pay the County Public Facilities Fee in effect at the time of building permit issuance and as adjusted from time to time pursuant to Section 15.30 of the Placer County Code.

3.11 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 be responsible to perform or provide evidence of performance of all mitigation measures contained in the EIR and adopted by County in the

MMRP.

3.12 MMRP Fees. Developer shall pay all mitigation fees required under the MMRP, as may be amended. Such fees shall be due and payable and in the amount identified in the MMRP. Developer shall also pay any costs of 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.

3.13 Contribution to Public Open Space. Developer shall pay to County a contribution of \$265.00 per residential building permit for acquisition and / or maintenance of public open space (Open Space Fee). Such contribution shall be paid as a significant regional benefit to Placer County. Payment of this contribution shall be made at the time of issuance of a building permit for each residential unit. The Open Space Fee shall be subject to an annual adjustment in accordance with the annual adjustment to the County Public Facilities Fee that is calculated pursuant to Placer County Code Section 15.30.090.

SECTION 4 COUNTY OBLIGATIONS

4.1 County Cooperation. The County agrees to cooperate with Developer in securing all permits that may be required by County for the development of the Project. In the event a state or federal law or regulation is enacted after this Agreement has been executed, or in the event an action of any other governmental jurisdiction occurs that prevents, delays for thirty (30) days or more, or precludes compliance with one or more provisions of this Agreement, and/or requires material modifications in the Specific Plan, Design Guidelines or Development Standards, and/or requires substantial changes in plans, maps or permits approved by County, the Parties agree that the provisions of this Agreement shall be modified, extended or suspended to the extent necessary to comply with such state and federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 Credits and Reimbursements. Developer may, pursuant to this Agreement, finance the construction of certain improvements which would otherwise be paid by the County or other parties and which serve other properties or which would be financed by existing county fees. County and Developer agree that, except as otherwise provided in this Agreement, Developer shall be entitled to credits and/or reimbursement for the construction of improvements costing in excess of its fair share for such improvements consistent with the terms of each separate reimbursement/credit program.

4.2.1 Reimbursement by Third Parties. In the case of public improvements which abut property owned by third persons or for other public improvements that are oversized or extended to benefit property owned by third persons, Developer shall be entitled to receive a reimbursement from the benefited property's owner (and not the County) for the pro rata cost of the improvements which exceed Developer's obligation. Reimbursement may be provided directly from the owner abutting such improvements or

from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements.

County shall use its best efforts, to the extent County has the authority to do so, to impose the obligation to pay said reimbursement, as a condition of development of such benefited property, 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. Such reimbursement shall be due and payable on the earlier of issuance of a building permit on the benefited property, recordation of a final parcel or subdivision map for the benefited property or receipt of funds from an infrastructure financing district that is formed by or includes such benefited property. County's obligation to impose such condition and collect such reimbursement shall terminate upon any termination of this Agreement. 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.

4.2.2 Reimbursable Hard Costs. The hard costs of construction to be reimbursed to Developer by the County or 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 identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by Developer or such third party for the reimbursable work.

4.2.3 Interest on Reimbursements. In each case in which this Agreement provides that Developer is entitled to receive reimbursement for improvements from third parties or is required to pay reimbursement to third parties, Developer shall be entitled to receive, or be obligated to pay, interest on the amount to be reimbursed as determined by the Board of Supervisors on a case-by-case basis.

4.2.4 Term for Credits and Reimbursements. County's obligation to provide any credits or to pay any reimbursements to Developer that accrue hereunder and shall remain and continue during the term of this Agreement.

4.2.5 Not a Limitation. Nothing in this Section 4.2 is intended to or 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 otherwise provided under the existing County policy, rule, regulation or ordinance.

4.2.6 Attribution of Development Fee Credits. County and Developer agree and understand that any fee credits obtained by Developer for Development Fee programs as a result of expenditures of Developer on public infrastructure improvements may be transferred or assigned by Developer to another subsequent landowner or other third party within the Project, but only in the manner provided for in each County reimbursement program that provided for the credit. The transfer of credits shall be in compliance with the requirements and provisions of this Agreement or of the credit agreements, if any, entered into between the County and Developer that granted the fee credits in the first instance.

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 act upon such applications in a timely 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 therefore, 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 review and approve improvement plans, conduct construction inspections and accept completed public facilities. In the event County does not have adequate personnel resources or otherwise cannot meet its obligations under this Section 4.3.1 and Sections 4.3.2 and 4.3.3 of this Agreement, County will utilize, consistent with County policy and in accordance with the agreement to be entered into pursuant to Section 4.3.2, below, outside consultants for inspection and plan review (building permit plan review, improvement plan review, etc.) purposes at the sole expense of Developer. 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 Building Permits for Model Homes. County shall approve a building permit for each model home in a timely manner and in accordance with the County's applicable ordinances.

4.3.3 Grading Permit Pursuant to 404 Permit. County shall, if necessary and in a timely fashion, review, process and approve a grading permit or grading permits meeting County requirements issued for the purposes for the filling of existing and construction and/or enhancement of new wetlands on the Project site pursuant to a 404 permit issued by the Army Corps of Engineers.

4.4 Map Extensions. County agrees that the life of any tentative map or other permit(s) approved by County within the Project shall continue at a minimum for the term of this Agreement.

4.5 Community Facilities District – Project Infrastructure.

4.5.1 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 Project Area and/or required to serve development of the Project 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.).

4.5.1.1 Nothing in this Section 4.5 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 4.5 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.

4.5.1.2 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.

4.5.1.3 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.

4.5.2 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 impact fees, based on the amount of financing provided for the improvements by the Infrastructure CFD that would otherwise have been funded by such fees 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 fees 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.

4.5.3 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.

4.6 Community Facilities District –Services.

4.6.1 Formation. Prior to the approval for 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 4.6.3 (Services CFD). Formation of the Community Facilities District – Services shall be consistent with the rules and procedures established by the Placer County Bond Screening Committee. Developer shall pay the cost of all plans, studies, consultants and other documents and legal counsel necessary to form the Services CFD and 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 4.6.3 in amounts consistent with Section 4.6.4 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.

4.6.2 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.

4.6.3 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 Specific Plan 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. Emergency services, Fire protection and suppression services, including ambulance and paramedic services;
2. Maintenance and lighting of public roads, public storm drainage system, streets, parks, trails, trail staging area and landscaping;
3. Any other service provided by the County to the Property that may be

allowed by law to be funded through a community facilities district.

4.6.4 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. 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 fiscal impact analysis prepared for the Project) 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 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 fiscal impact analysis prepared for the Project.

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.

4.6.5 Public Parcel Exclusion. Developer expressly agrees that any lot or parcel conveyed or to be conveyed to the County or another public agency or entity shall be excluded from any tax levy imposed by the Services CFD so long as such parcels remain in public ownership.

4.7 County Service Area - Services.

4.7.1 Existing Zones of Benefit. Parties acknowledge that there currently exists County Service Area 28, Zones of Benefit 183, 184, 188, and 189 for the Specific Plan. Except as otherwise required pursuant to Sections 3.4.5 and 3.5.1.4, the County may require the dissolution of at a minimum, Zones of Benefit 184 or 188, at its sole discretion. Developer agrees that if the Zones of Benefit are required by County to be dissolved that the Developer shall bear the full cost of dissolution and re-formation as may be necessary to reflect the Project updates and take such actions as may be necessary to create new Zones of Benefit. Any balances remaining in account(s) shall be transferred to a newly formed Services Community Facility District or County Service Area as may be formed pursuant to Section 4.6.1 or 4.7.2. Any dissolution or reformation of a Zone of

Benefit pursuant to this Section 4.7.1 shall occur no later than the recordation of the first final small lot subdivision map.

4.7.2 Formation. If required by the County, in addition or as an alternative to a Services CFD, prior to the approval for recordation of the first final small lot final subdivision map within any portion of the Specific Plan, Developer consents to 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 Section 4.6.3, above, to the extent such services are not funded or are under-funded 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 transit, recreational programs, library services, transportation demand management programs, 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 4.7.5, 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.

4.7.3 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.

4.7.4 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 other 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.

4.7.5 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 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.

4.7.6 Public Parcel Exclusion. Developer expressly agrees that any lot or parcel conveyed or to be conveyed to the County or to another public agency or entity shall be excluded from any assessment imposed by the CSA so long as such parcels remain in public ownership, and acknowledges that such parcels do not and will not receive a special benefit from the CSA.

4.8 Right(s)-of-Way Acquisition. To the extent that the acquisition of off-site right(s)-of-way are necessary for Developer to construct off-site improvements including, but not limited to, roadways, water, wastewater or drainage facilities, or trails, Developer shall be responsible for acquiring said right(s)-of-way through good faith negotiations with the applicable property owner. In the event Developer is unable to obtain the right(s)-of-way through good faith negotiations, Developer may request County to acquire the right(s) of way. County shall promptly review any such request and shall notify Developer as to whether or not County is prepared to acquire the right(s)-of-way in question through the exercise of its power of eminent domain. In the event County determines to exercise its power of eminent domain, it shall promptly proceed in accordance with the Eminent Domain Law (Code of Civil Procedure Section 1230.010 et seq.).

Prior to County initiating any condemnation action, Developer shall have provided funding for all costs of such right(s)-of-way acquisition, including attorney's fees, appraisal and court costs as the County may deem necessary and appropriate.

SECTION 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) day 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.

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 the Agreement pursuant to California Government Code

Section 65868 and regulations of the County implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration 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 by the Board of Supervisors, either party alleging the default 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, that party may give written notice of default as set forth in this Section 5.1, specifying the alleged nature of the default, and potential actions to cure the default and shall specify a reasonable period of time in which the 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.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit 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 and the period for cure has elapsed, or the defaulting party waives its right to cure such default.

5.2 Annual Review. Once every twelve (12) months, commencing with the commencement date set forth in Section 1.5.1, County shall 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 the 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 the 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.

County shall state in its annual review the number of building permits issued in the Specific Plan over the prior twelve (12) months.

Upon not less than sixty (60) days written notice by the Director, Developer shall provide such information as may be reasonably requested and deemed to be required by the Director in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, 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 and in writing regarding its performance under this Agreement before the Board of Supervisors or the Planning Commission if referred to the Planning Commission.

If County takes no action within thirty (30) days following the hearing required under this Section 5.2, Developer shall be deemed to have complied with the provisions of the Agreement.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, 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. If written notice of such delay is given to County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. 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, seek a declaration of rights, or to enjoin any threatened or attempted violation. Notwithstanding Section 394 of the Code of Civil Procedure, all legal actions shall be initiated in the Superior Court of the County of Placer, State of California.

5.5 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.

5.6 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.

**SECTION 6
HOLD HARMLESS AGREEMENT**

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 damage or claims for 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 obligations, Developer shall, upon written request of County, 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 attorney's fees 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, this Agreement, the Entitlements, or the EIR, 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.

**SECTION 7
PROJECT AS A PRIVATE UNDERTAKING**

It is specifically understood and agreed by and between the Parties hereto that the Project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

**SECTION 8
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, subject to the obligations as set forth in Section 6 of this Agreement.

SECTION 9 PROVISIONS RELATING TO LENDERS

9.1 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 improvements 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 9.1. County acknowledges that the lenders providing such financing may require certain interpretations and modifications of this Agreement 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 (Mortgagee) that obtains a mortgage or deed of trust against the Property shall be entitled to the rights and privileges set forth in this Section 9.1.

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.

9.2 Notice of Developer's Breach. 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.

9.3 Lender's Right to Cure. 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.

9.4 Lender's Right to Develop the Property. 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 Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to County.

9.5 County's Right to Enforce Dedications. The limitations on Mortgagees and owners by foreclosure set forth in this Section 9 shall not restrict County's ability pursuant to Section 5 of this Agreement to specifically enforce such Mortgagees or owners any dedication requirements under this Agreement or under any conditions of the Entitlements.

9.6 Other Notices by County. A copy of all other notices given by County to Developer pursuant to the terms of this Agreement shall also be sent to any Lender who has requested such notices at the address provided to County pursuant to Section 10.

SECTION 10 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:

County Counsel
175 Fulweiler Avenue
Auburn, CA 95603

Director of Community Development Resource Agency
County of Placer
3901 County Center Drive
Auburn, CA 95603

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

Eric Higuchi
Assistant Vice President
Lehman Brothers Holdings, Inc.
3121 Michelson Drive, Suite 200
Irvine, CA 92612

George E. Phillips
Phillips Land Law, Inc.
5301 Montserrat Lane
Loomis, CA 95650

Either party may change the address stated herein by providing written notice of such change.

SECTION 11 MISCELLANEOUS PROVISIONS

11.1 Enforceability. The County agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement, this Agreement shall be enforceable 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.

11.2 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.

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

11.4 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.

11.5 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 affect the rights granted to the Parties by this Agreement.

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

11.7 Covenant of Good Faith and Fair Dealing. No party shall do anything which shall have the effect of harming or injuring the right of the other party to receive the

benefits of this Agreement. Each party shall refrain from doing anything which would render its performance under this Agreement impossible, and each party shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement. Whenever the consent or approval of a party is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

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

11.9 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11.10 Additional Rights of Parties. In addition to any other rights or remedies specified herein, either party may institute legal proceedings to cure, correct or remedy any breach, or to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement, in accordance with Government Code Section 65865.4.

11.11 Time is of the Essence. Time is of the essence of each and every provisions of this Agreement.

11.12 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.

11.13 Authority to Execute. The person or persons executing this Agreement on behalf of the Developer warrant and represent that they have the authority to execute this Agreement on behalf of such parties and represent that they have the authority to bind such parties to the performance of their obligations hereunder.

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

11.15 Entire Agreement. This Agreement, together with the documents incorporated by reference and the exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

FORM OF AGREEMENT

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of _____ (__) pages and twenty (20) exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County of Placer, a political subdivision of the State of California, has authorized the execution of this Agreement in duplicate originals by its Chair and attested to by the Board Clerk under the authority of Ordinance No. 20____-_____, adopted by the Board of Supervisors of the County of Placer on the ____ day of _____, 20____, and has caused this Agreement to be executed.

COUNTY

COUNTY OF PLACER,
A political subdivision

By: _____
Kirk Uhler
Chair, Board of Supervisors

ATTEST:

By: _____
Sharlet Pyne
Board Clerk

APPROVED AS TO FORM:

By: _____
Karin Schwab
Senior Deputy County Counsel

APPROVED AS TO SUBSTANCE:

By: _____
Michael Johnson
Director, Community Development Resource Agency

DEVELOPER

LV BICKFORD RANCH LLC, a Delaware limited liability company

By: PAMI HOLDINGS LLC, a Delaware limited liability company
Its: Managing Member

By: LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation
Its: Managing Member
Signature: _____
Name: _____
Its: Authorized Signatory

**BICKFORD RANCH
DEVELOPMENT AGREEMENT**

LIST OF EXHIBITS

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Map of the Property
Exhibit B	Form of Assignment and Assumption Agreement
Exhibit C	Land Use Plan
Exhibit D	Phasing Plan
Exhibit E	Backbone Infrastructure
Exhibit F	[Reserved]
Exhibit G	Sierra College Boulevard Phasing Plan
Exhibit H	Traffic Signal Locations
Exhibit I	Wastewater Facilities
Exhibit J	Open Space Parcels
Exhibit K	Bickford Ranch Park Parcels
Exhibit L	Bickford Ranch Park Conceptual Plan
Exhibit M	Bickford Ranch Park and Trail Phasing Plan
Exhibit N	Multi-Purpose Trails
Exhibit O	Multi-Purpose Trail Phasing
Exhibit P	Class I Bike Path
Exhibit Q	Private Recreation Facilities
Exhibit R	Fire Station Site
Exhibit S	Fire Station Facility and Furnishings

Exhibit A-1 Legal Description of the Property

All that real property situated in the County of Placer, State of California and located within Sections 18, 19, 20, 21, 22, 28, 29, & 30, Township 12 North, Range 7 East, Mount Diablo Meridian, being a portion of the Lands of LV Bickford Ranch LLC, a Delaware limited liability company, as described in that certain Grant Deed recorded on April 30, 2012 in Document Number 2012-0037520, Official Records of Placer County and being further described as follows:

Lots: L-35, L-36A, L-36B, L-37, L-38, L-39, L-40, L-48, L-49, L-50, L-51, L-52, L-53, L-54, L-55, L-56, L-57, L-58A, L-58B, L-59, L-60, L-61, L-62, L-63, L-65, L-66, L-67, L-68, L-73, M-1, M-2A, M-2B, M-3, M-4, M-5, R-6A, R-6B, R-6C, R-6D, R-6E, R-7A, R-7B, R-7C, R-8A, R-8B, R-9A, R-9B, R-10, R-11, R-13, R-14, R-15, R-16, R-17A, R-17B, R-18, R-19, R-20 and the Remainder Lot, as shown and so designated on that certain Final Map entitled "Tract No. 918 Bickford Ranch – Large Lot Subdivision Phase 1" filed for record on July 6, 2007 in Book BB of maps, at Page 77, Placer County Records.

Current Assessor's Parcel Numbers:

031-101-043 through 065, 067 through 077, 080 through 085,
031-180-024 through 030,
031-190-013 through 025,
031-200-016 through 022,
032-010-039, 040,
032-020-028, 039 through 049,
032-041-005, 081 through 083 and
a portion of 031-101-033, 078 & 079.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

**Exhibit A-2
Map of the Property**

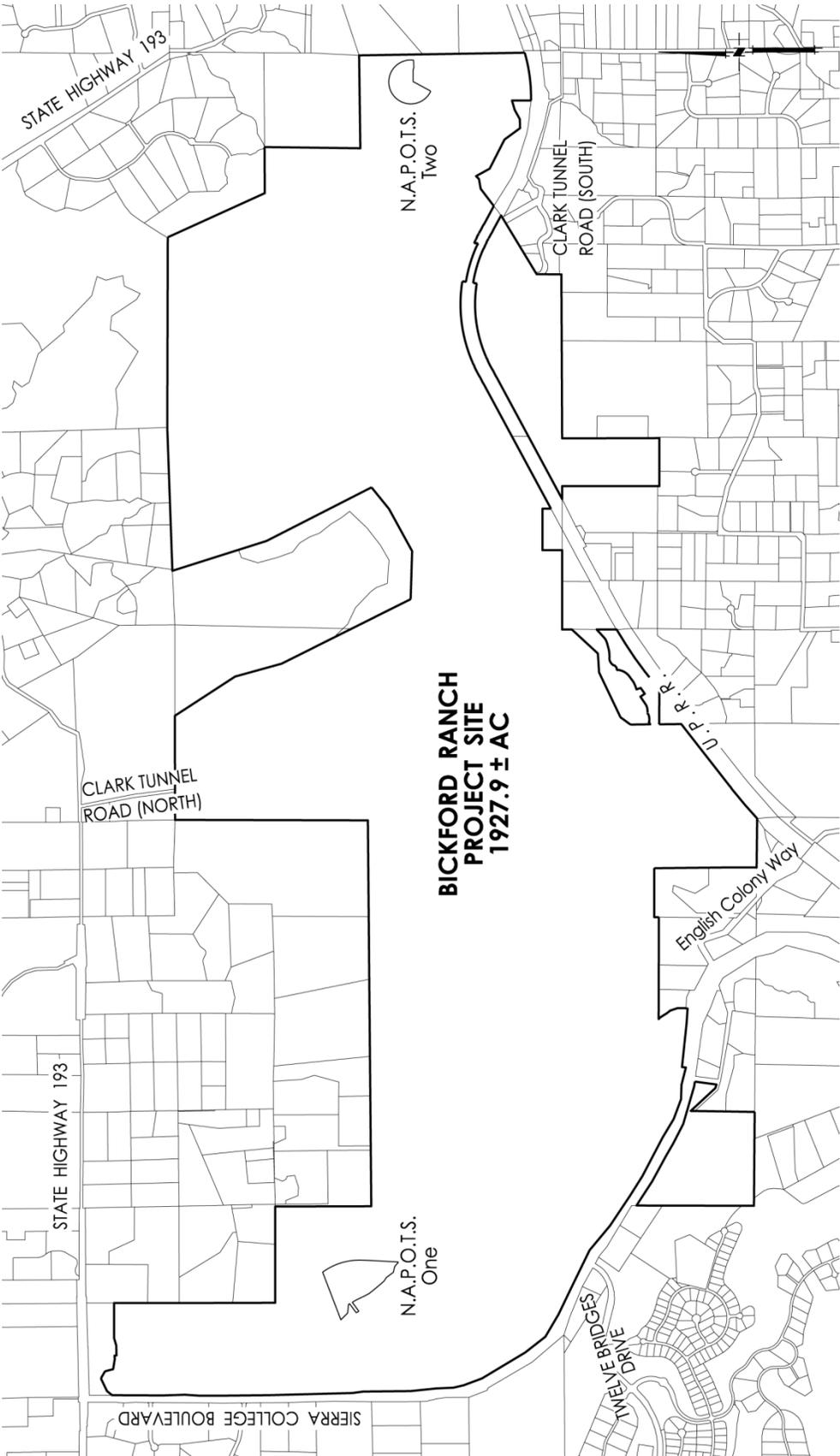


Exhibit B
Form of Assignment and Assumption Agreement

When recorded, return to:

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO BICKFORD RANCH SPECIFIC PLAN
DEVELOPMENT AGREEMENT
(Landowner Name)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Agreement**") is entered into this _____ day of _____, 20____, by and between LV Bickford Ranch, LLC, a Delaware limited liability company (hereinafter "**Developer**"), and [NAME OF PURCHASER] _____, a _____ (hereinafter "**Assignee**"), with respect to the following facts:

RECITALS

A. On _____, 2015, the County of Placer and Developer entered into that certain agreement entitled "Amended and Restated Development Agreement By and Between the County of Placer ("County") and LV Bickford Ranch, LLC Relative to the Bickford Ranch 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 _____, 2015, as Document No. _____.

B. Developer intends to convey all or a portion of the Property to Assignee, as identified in Exhibit A 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 Section 10 _____ of the Development Agreement for the Developer with respect to the Assigned Parcel(s) shall be:

[NAME OF ASSIGNEE]

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

DEVELOPER:

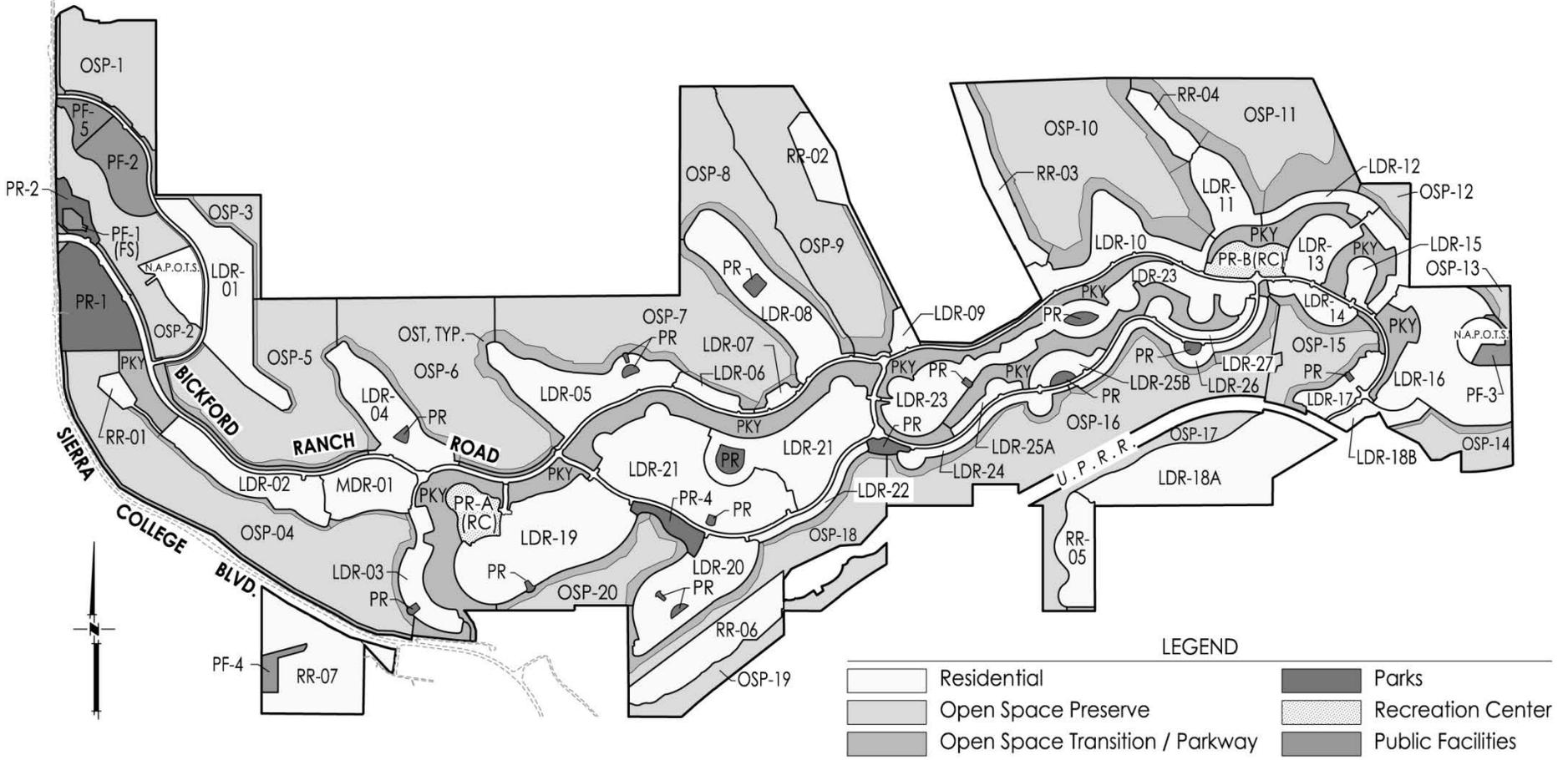
LV Bickford Ranch, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Exhibit A: Property



STATE HIGHWAY 193

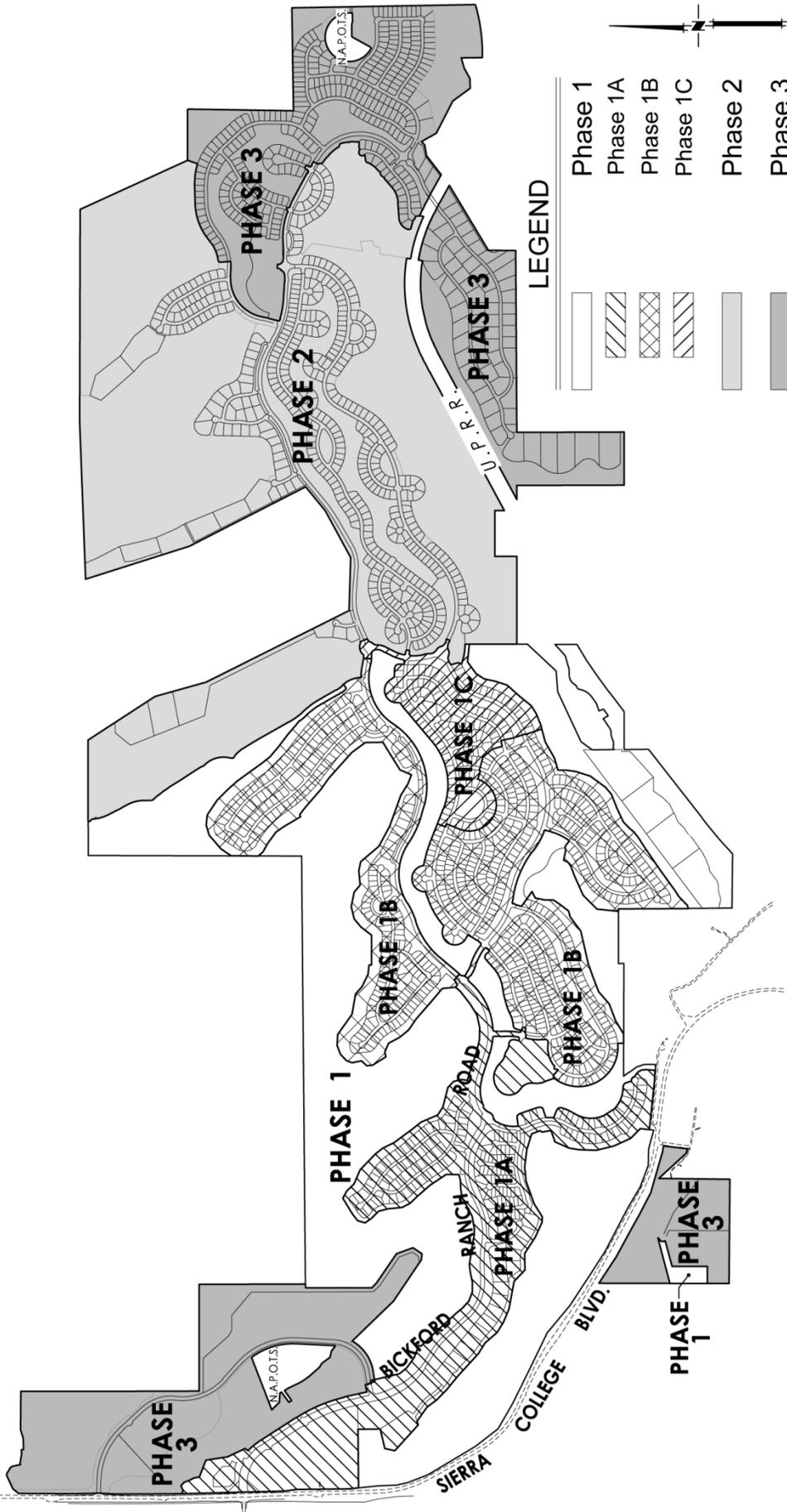


Exhibit D Specific Plan Phasing

Exhibit E

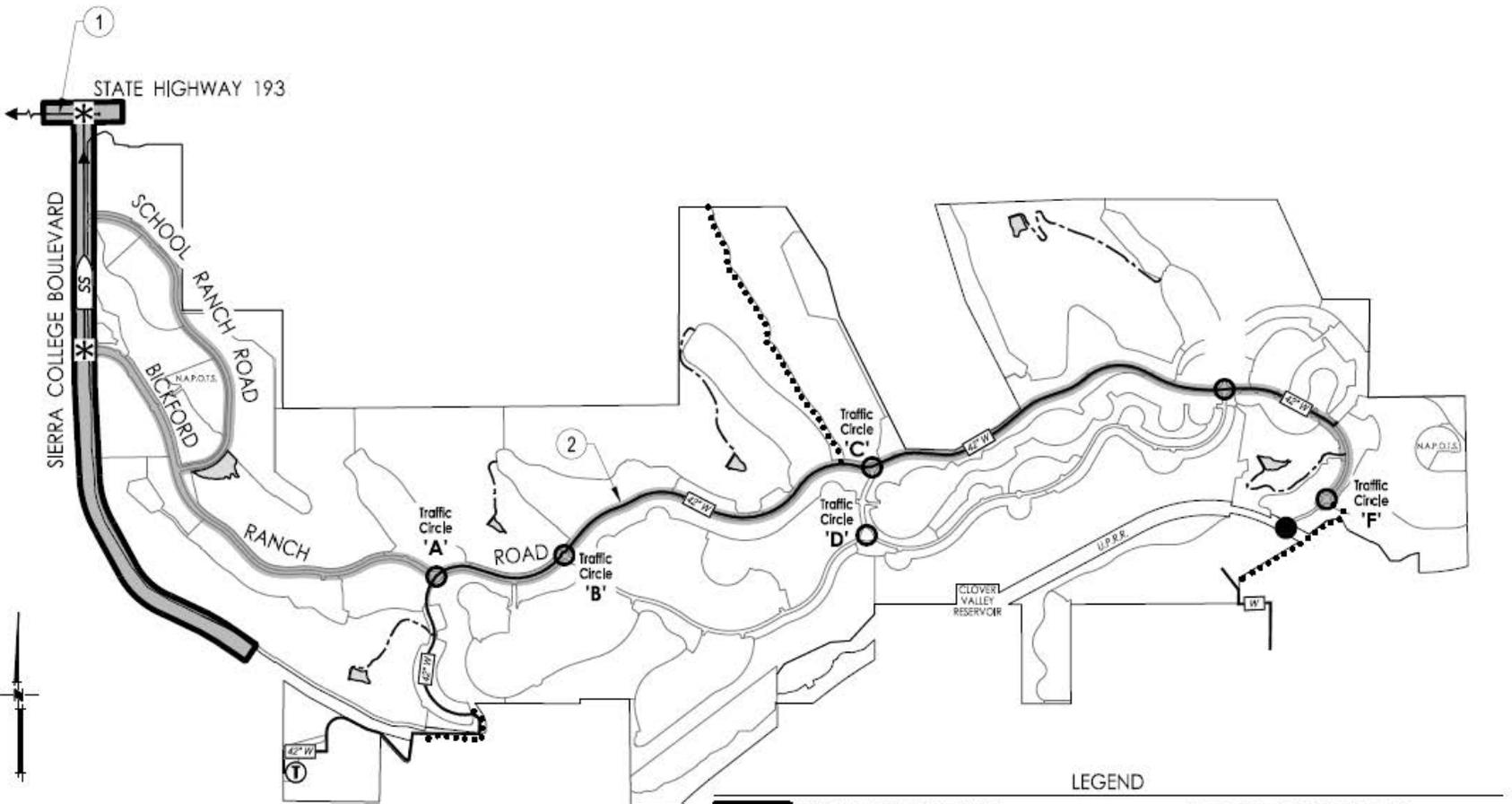
Backbone Infrastructure

Backbone Infrastructure includes the improvements required to provide a phase or village with two points of access and connection points to transmission utility pipelines. Backbone Infrastructure is sized for the purpose of serving the BRSP and may include oversizing of said infrastructure for a regional benefit.

Backbone Infrastructure includes, but is not limited to, the following items:

- UPRR crossing;
- Collector roadways including Bickford Ranch Road, School Ranch Road, and Upper Ranch Road, including roundabouts;
- Undergrounding a portion of PCWA's Caperton Canal;
- Underground utility extensions for water, public sewer, untreated water, storm drains, and electrical facilities/dry utilities;
- Emergency access roads external to the BRSP boundaries;
- Detention facilities and access improvements;
- Water Tank Site #1 and appurtenances;
- 42" waterline;
- Sierra College Boulevard widening, including public sewer;
- Bickford Ranch Road and Sierra College Blvd intersection;
- Highway 193 and Sierra College Blvd intersection;
- Offsite public sewer (Sierra College Boulevard to Highway 193); and
- Offsite Butler Road waterline connection.

Exhibit E Backbone Infrastructure



NOTES:

- ① Approximately 3,050± Linear feet of offsite 18" SS between Sierra College Blvd. and the eastern connection within Highway 193.
- ② Items included within Backbone Roadway are: Caperton Canal realignment/encasement and all public utility transmission & distribution pipelines (i.e. water, joint trench, storm drain).

LEGEND

	SIERRA COLLEGE BLVD. WIDENING & HIGHWAY 193/SIERRA COLLEGE BLVD. INTERSECTION		OFFSITE SEWER
	COLLECTOR ROADWAYS		WATER - 42" (NON-OPERATIONAL)
	INTERSECTION IMPROVEMENTS		WATER TANK
	TRAFFIC CIRCLE IMPROVEMENTS		OFFSITE BUTLER ROAD WATERLINE CONNECTION
	U.P.R.R. CROSSING		DETENTION FACILITIES
	EMERGENCY ACCESS ROAD		DETENTION ACCESS

Exhibit F

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Exhibit G

Sierra College Boulevard Phasing Plan

SCB Segment 1:

- Construction of Segment 1 improvements
- Construction of Bickford Ranch Road/Sierra College Boulevard intersection (four lanes, turning lanes and signal)

SCB Segment 2:

- Construction of Segment 2 improvements
- Construction of Twelve Bridges Drive/Sierra College Boulevard intersection (four lanes, turning lanes and signal)

SCB Segment 3:

- Construction of Segment 3 improvements
- Construction of State Route 193/Sierra College Boulevard intersection (four lanes and signal)
- Construction of ultimate improvements of Sierra College Boulevard (four lanes) from SR 193 south to Bickford Ranch Road
- Design of aboveground and underground signal facilities at the School Ranch Road and Sierra College Boulevard
- Construction of signal loops and related underground facilities at the intersection of School Ranch Road and Sierra College Boulevard (for future signal).

SCB Segment 4:

- Construction of Segment 4 improvements
- Construction of ultimate improvements of Sierra College Boulevard (four lanes) from Bickford Ranch Road south to Twelve Bridges Drive

Exhibit G Sierra College Boulevard Phasing Plan

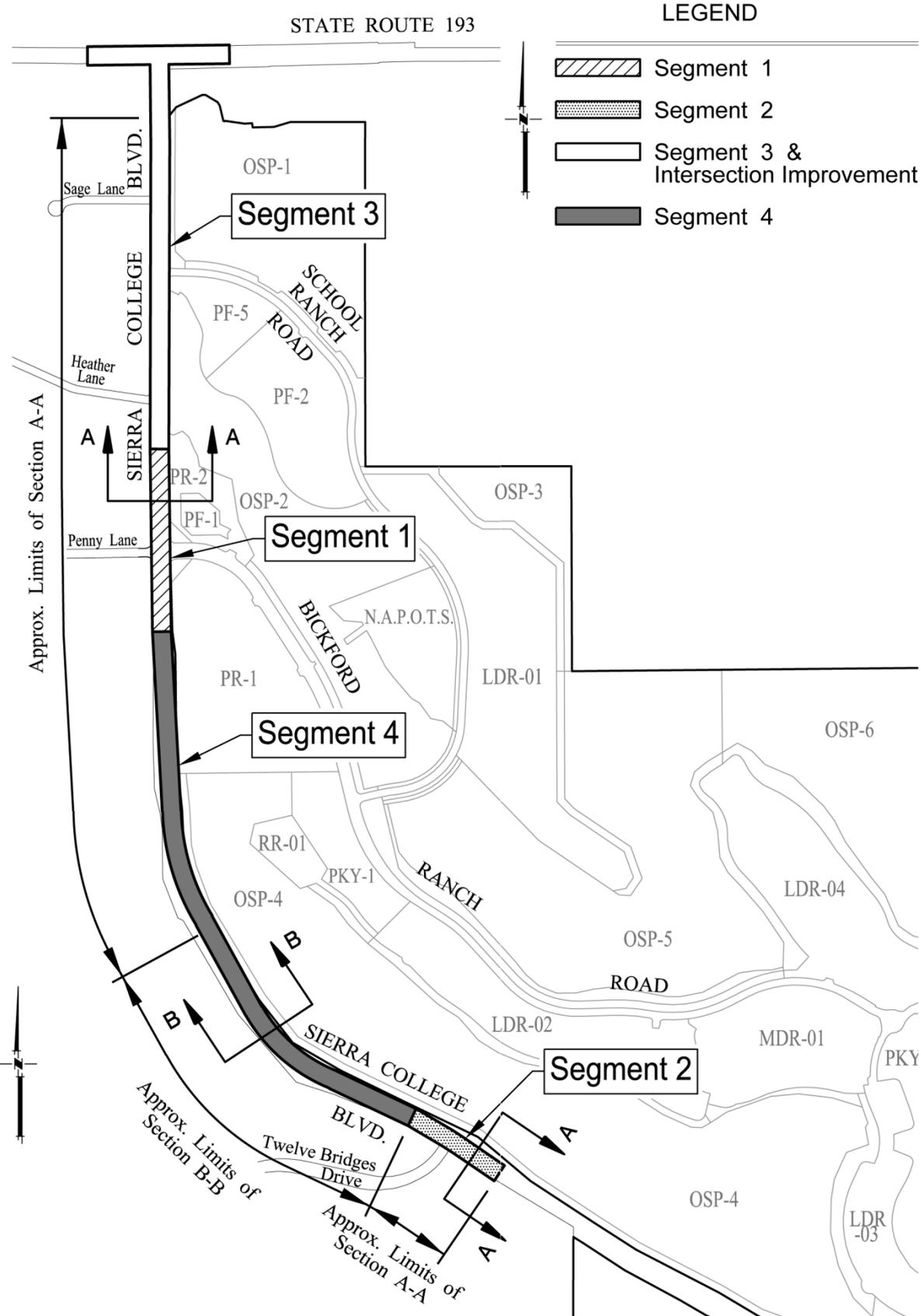
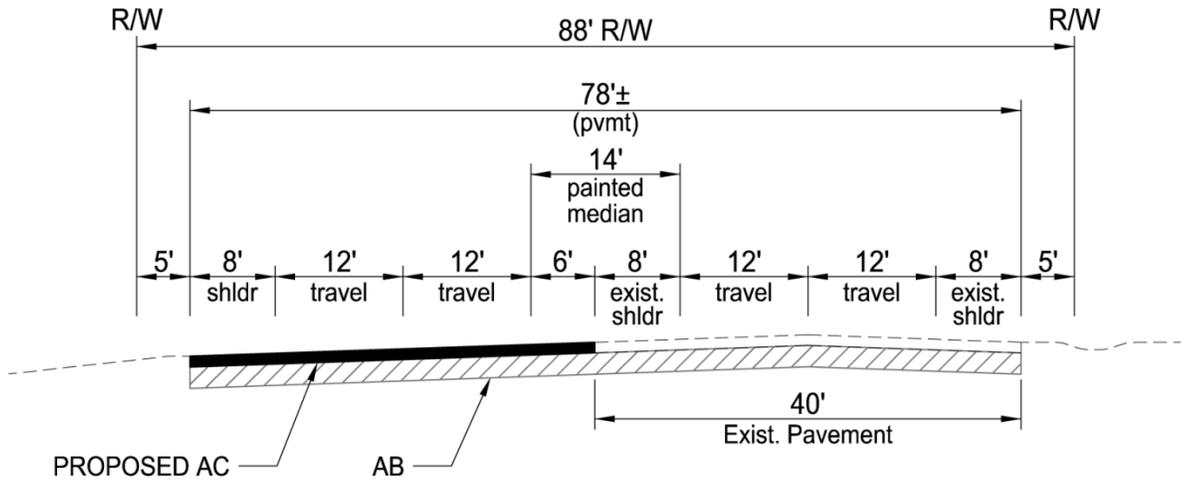
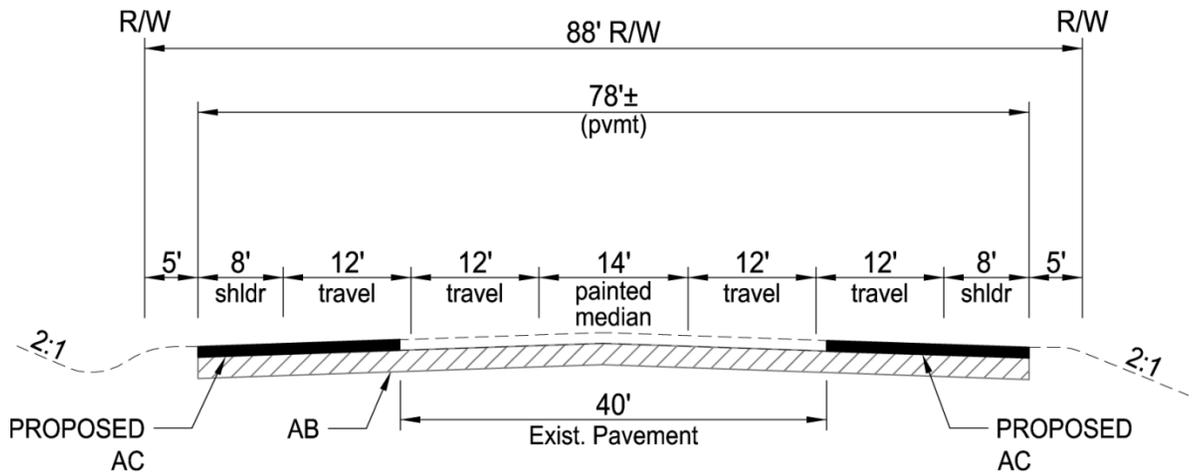


Exhibit G Sierra College Boulevard Phasing Plan



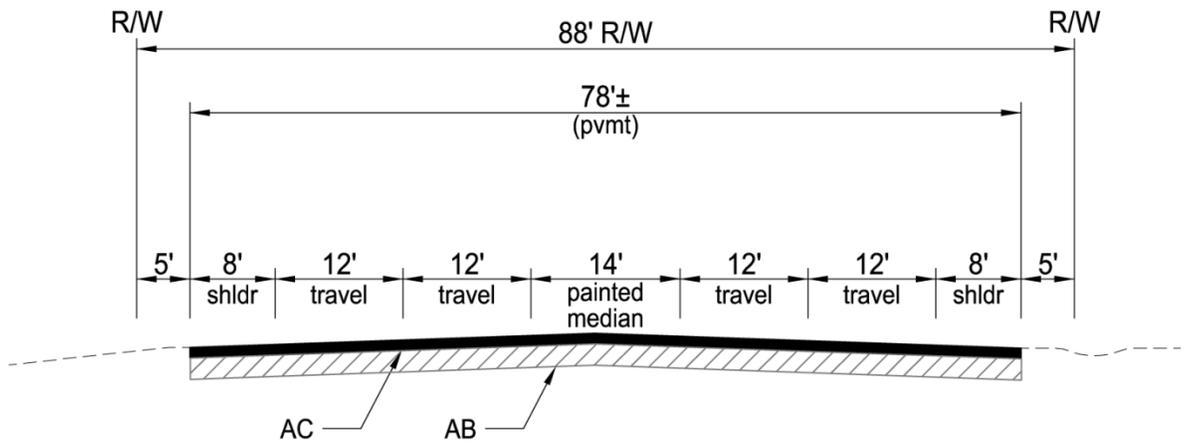
SECTION A-A

NTS



SECTION B-B

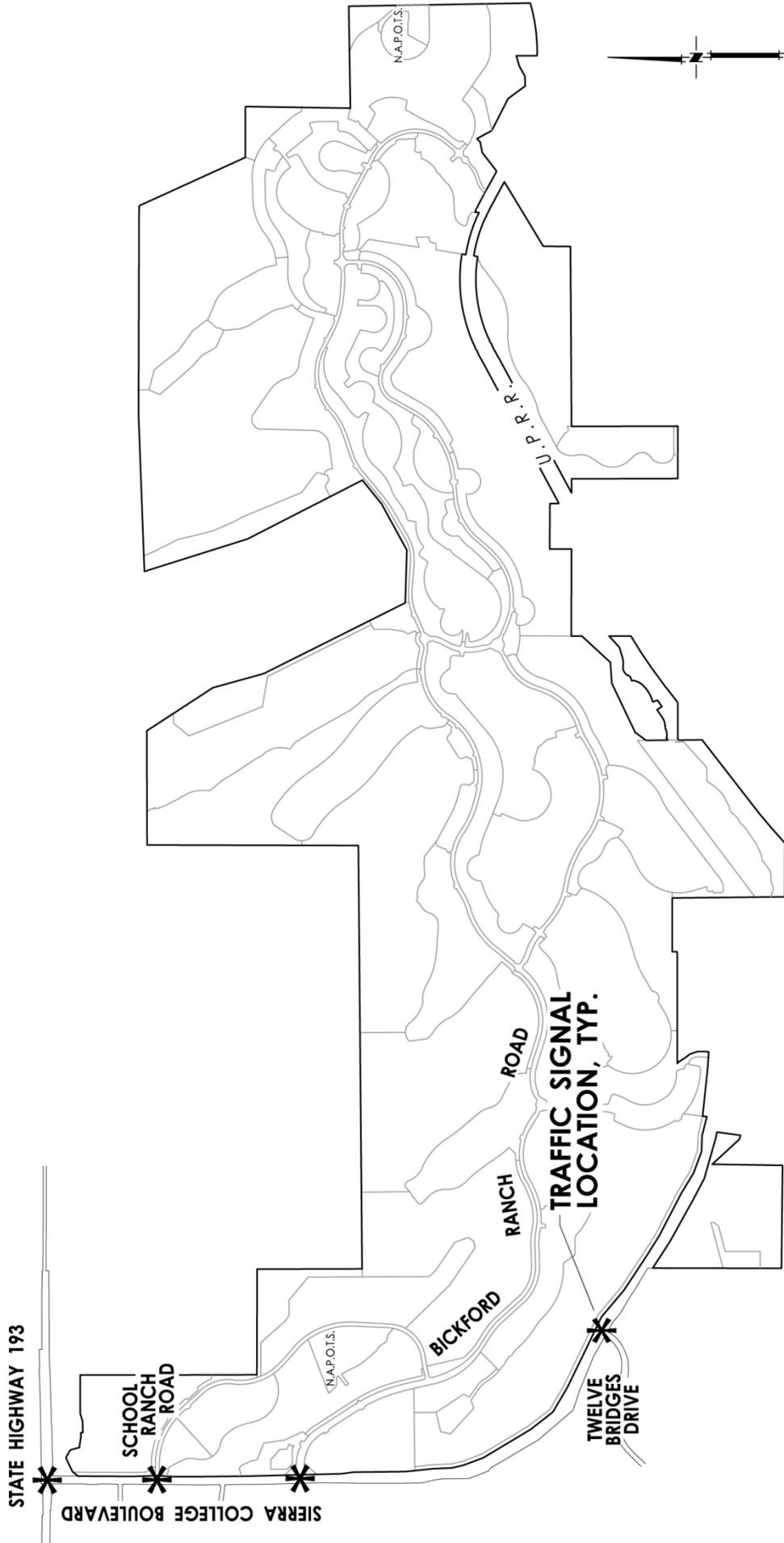
NTS

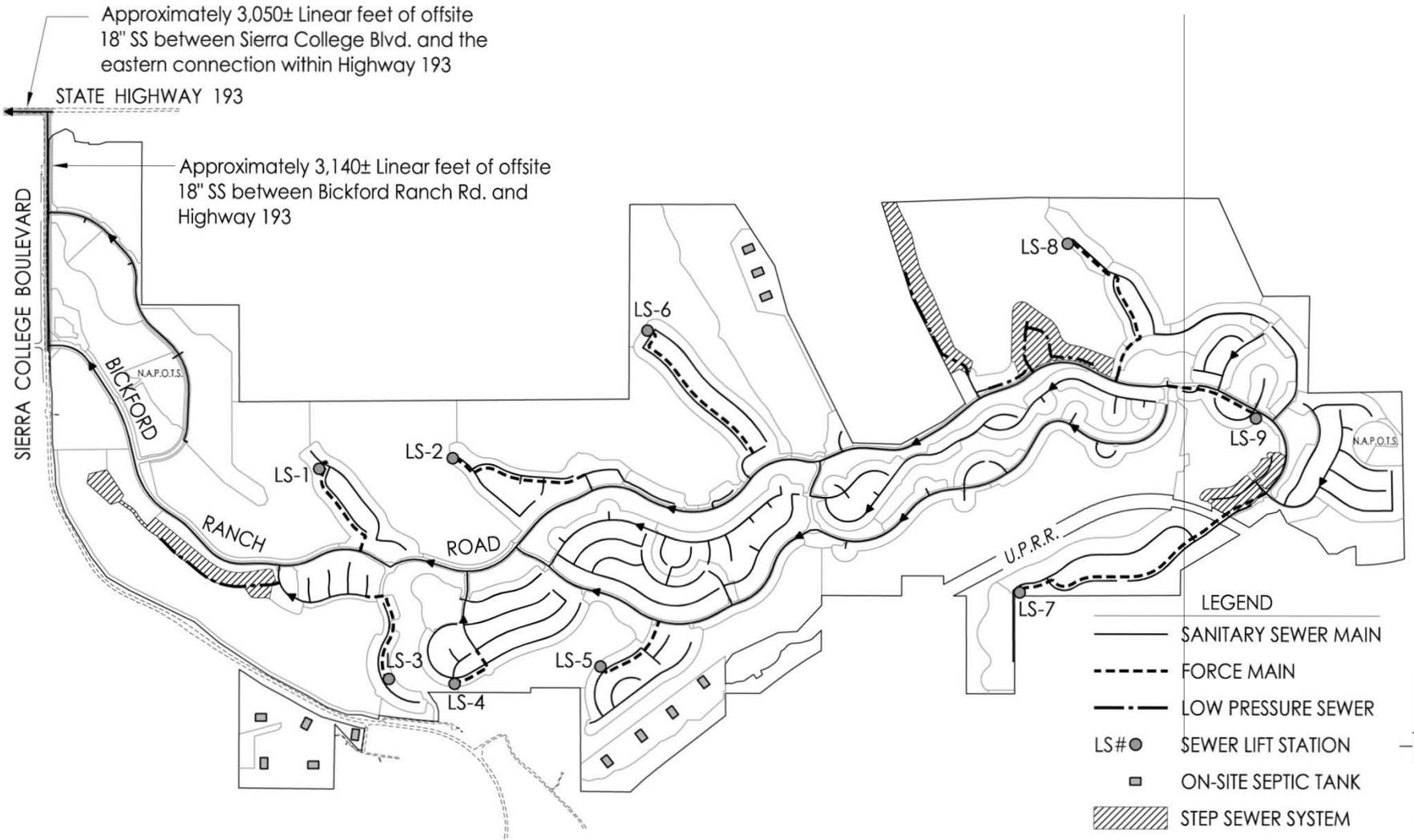


ULTIMATE CONDITION

NTS

Exhibit H Traffic Signal Locations





**Exhibit I
Wastewater
Facilities**

STATE HIGHWAY 193

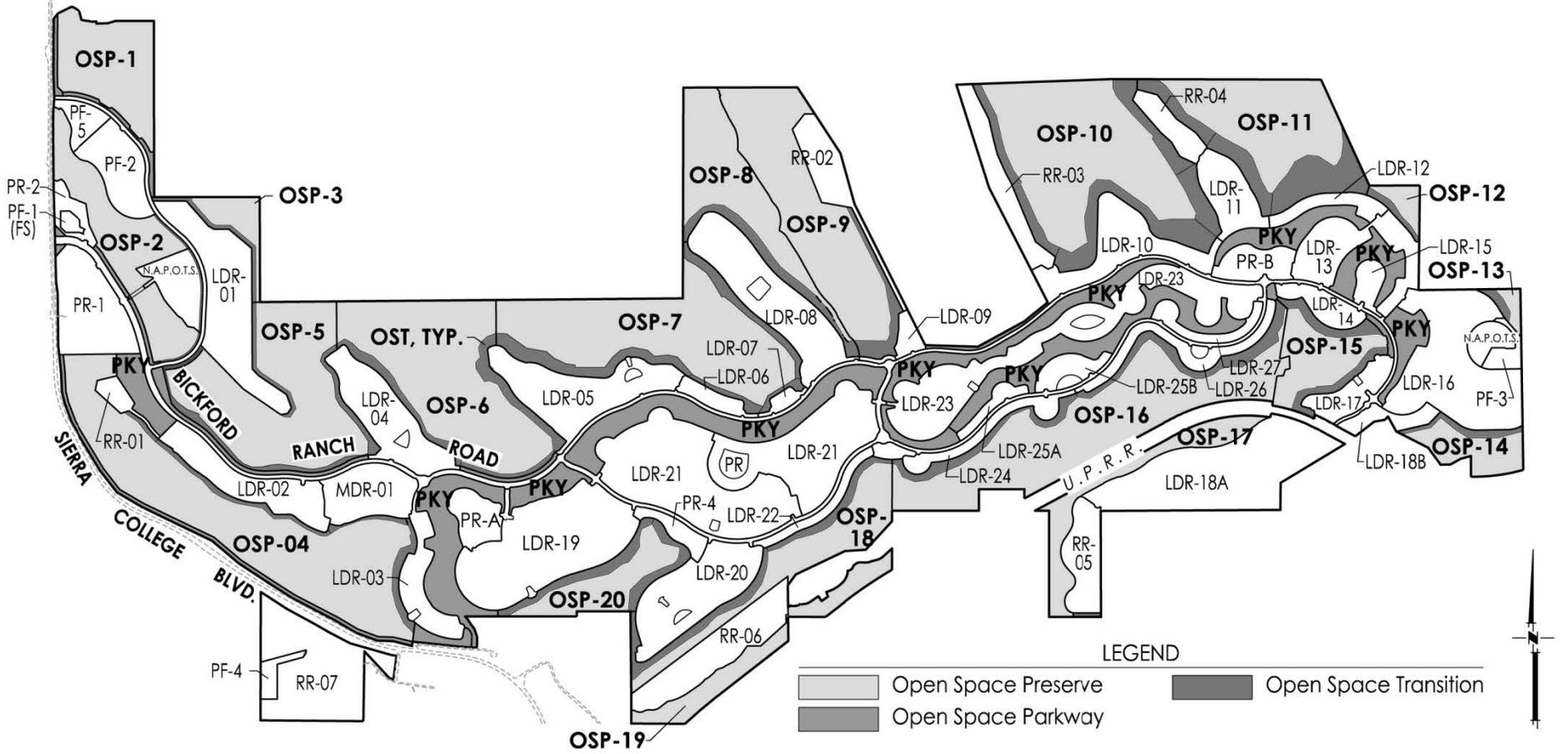


Exhibit J
Open
Space Parcels

Exhibit L Bickford Ranch Park Conceptual Plan

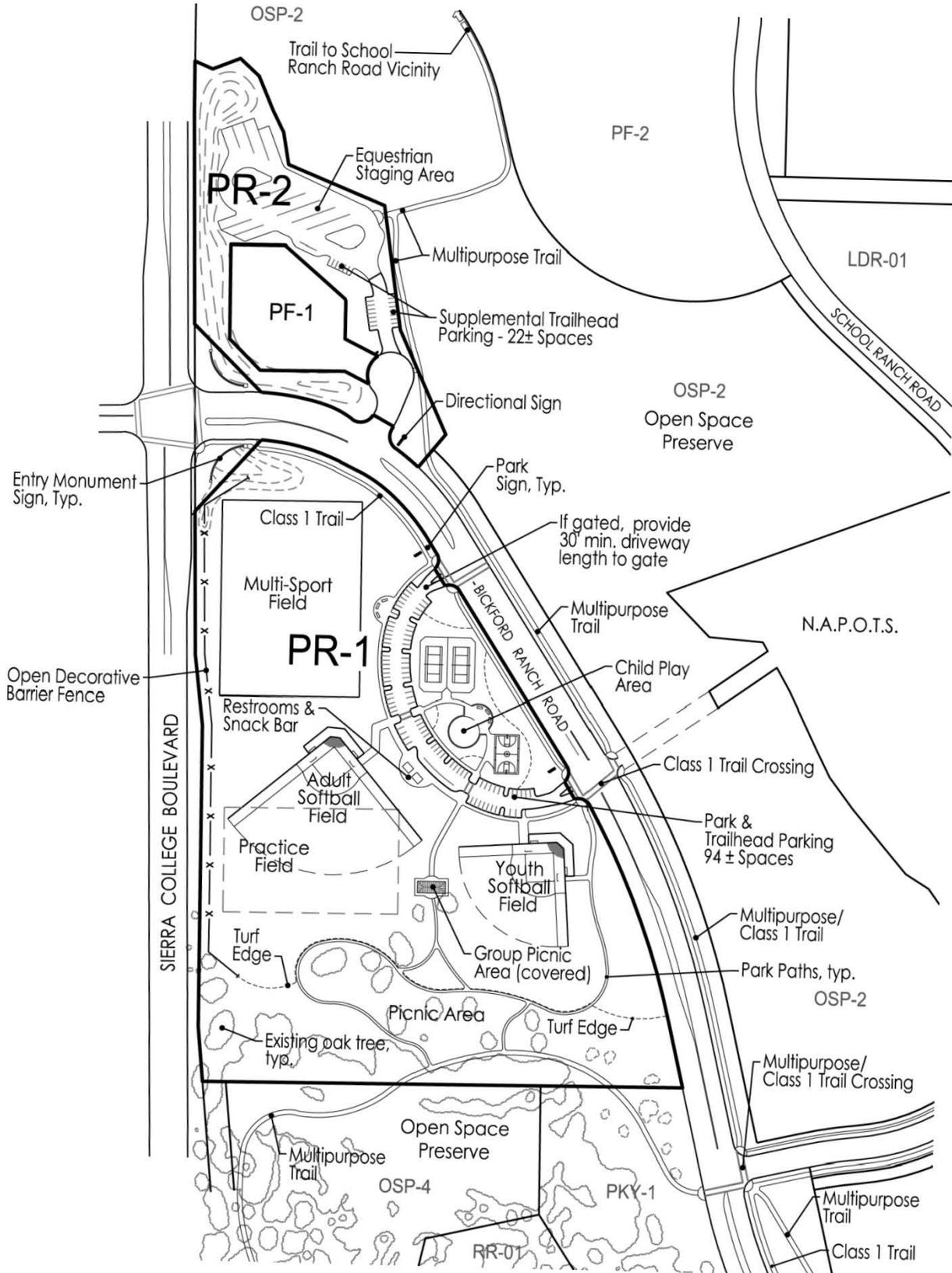


Exhibit M

Bickford Ranch Park and Trail Phasing Plan

Bickford Ranch Park

BR Park Phase 1:

- Prepare construction drawings/improvement plans for park site
- Street frontage improvements (curb, gutter, streetlights) on Bickford Ranch Road adjacent to park site (Parcel PR-1) and equestrian staging area (Parcel PR-2)
- Utility stubs (sanitary sewer, domestic water, utilities)

BR Park Phase 2:

- Equestrian staging area on Parcel PR-1 (gravel parking lot, 22 parking spaces, signage, flush restroom)

BR Park Phase 3:

- Site area drainage and finish grading
- Mass grading
- Irrigation
- Landscaping
- On-site concrete walkways
- Parking lot
- Signage
- Concession stand/restroom facility
- Play area equipment
- Tennis courts
- Basketball courts
- Security lighting

BR Park Phase 4:

- Irrigation
- Landscaping
- On-site concrete walkways
- Open decorative barrier fence (6')
- Softball field
- Drinking fountains
- Bench
- Trash receptacle
- Group picnic area
- Park trail (5')

Multi-Purpose Trail (MPT)

Project Phase 1

- Construction of multi-purpose trail in Phase 1, including trail signage and crossings
- Construction of temporary connection to create looped trail in Phase 1

Project Phase 2

- Construction of multi-purpose trail in Phase 2, including trail signage and crossings
- Construction of temporary connection to create looped trail in Phase 2

Project Phase 3

- Construction of multi-purpose trail in Phase 3, including trail signage and crossings

Exhibit M
Bickford Ranch Park and Trail Phasing Plan
BR Park Phase 1

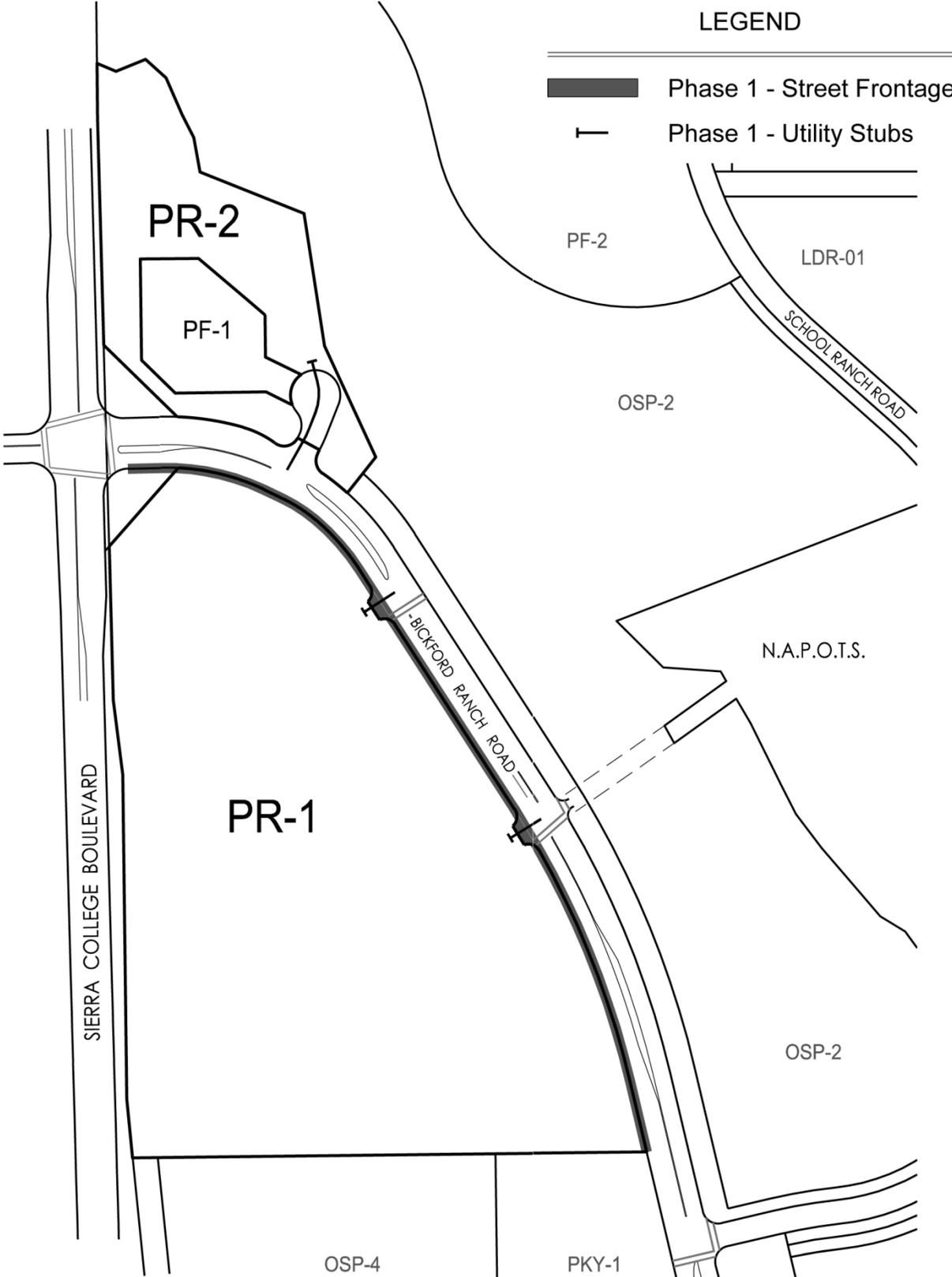


Exhibit M

Bickford Ranch Park and Trail Phasing Plan

BR Park Phase 2

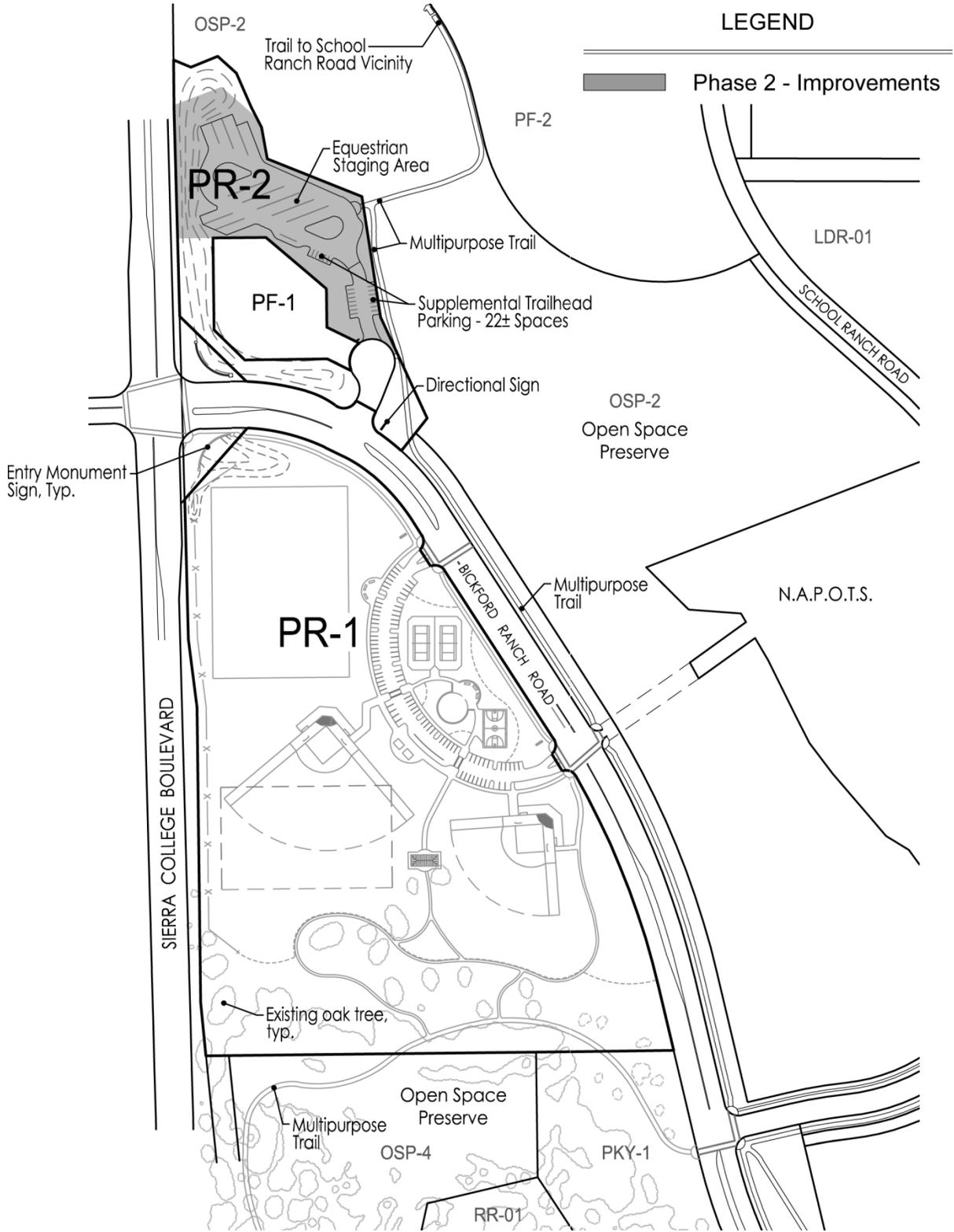


Exhibit M
Bickford Ranch Park and Trail Phasing Plan
BR Park Phase 3

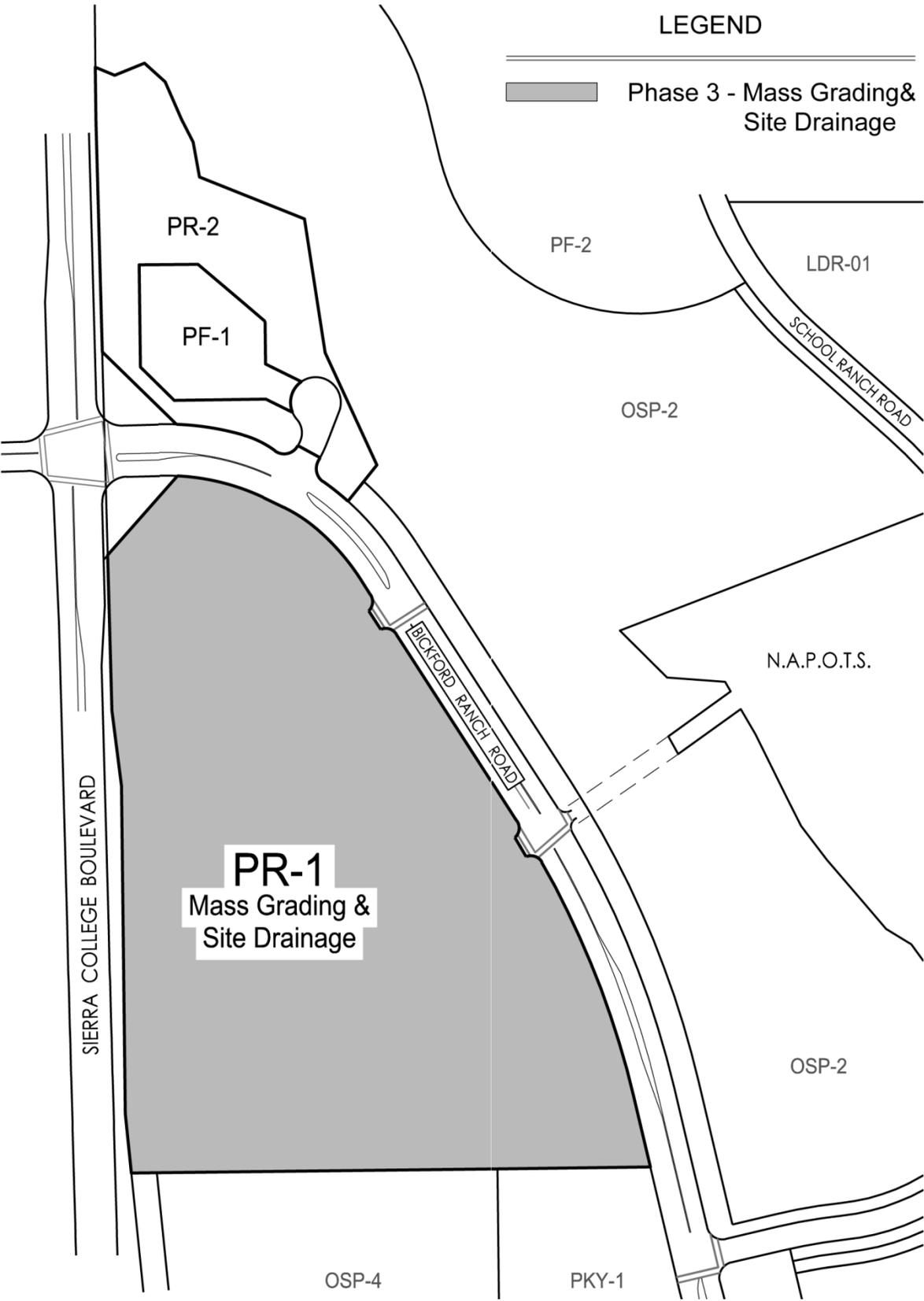


Exhibit M

Bickford Ranch Park and Trail Phasing Plan

BR Park Phase 3

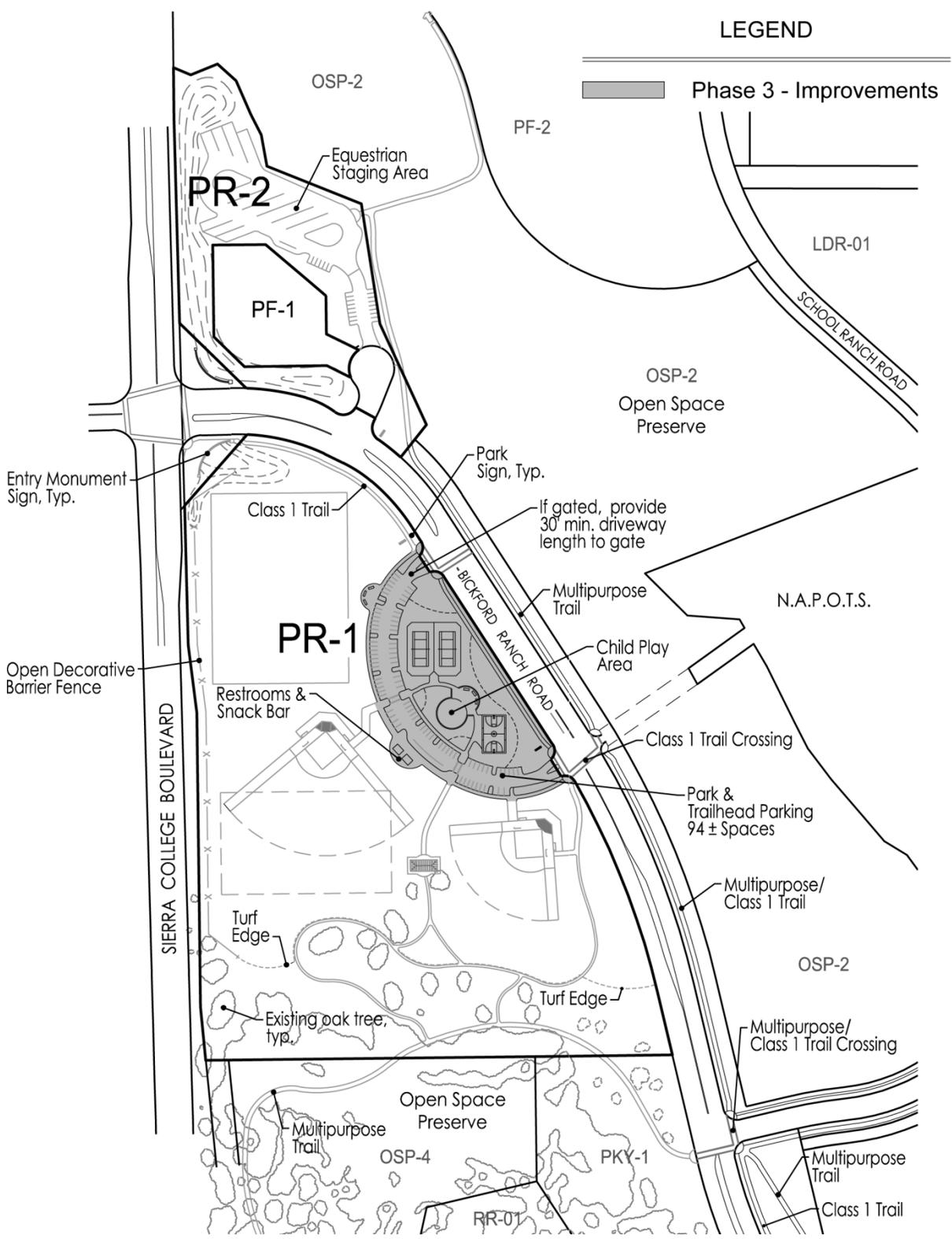
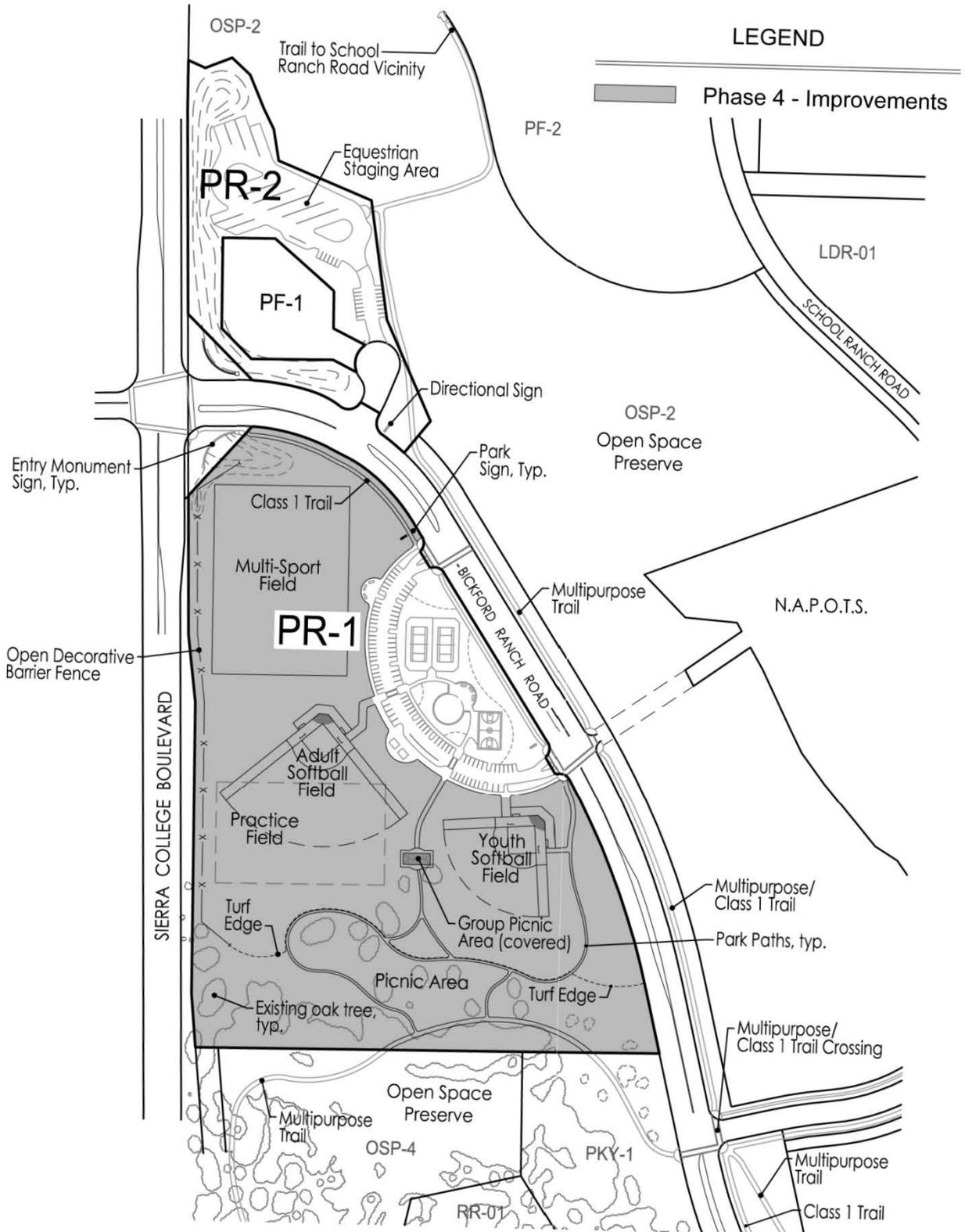


Exhibit M

Bickford Ranch Park and Trail Phasing Plan

BR Park Phase 4



STATE HIGHWAY 193

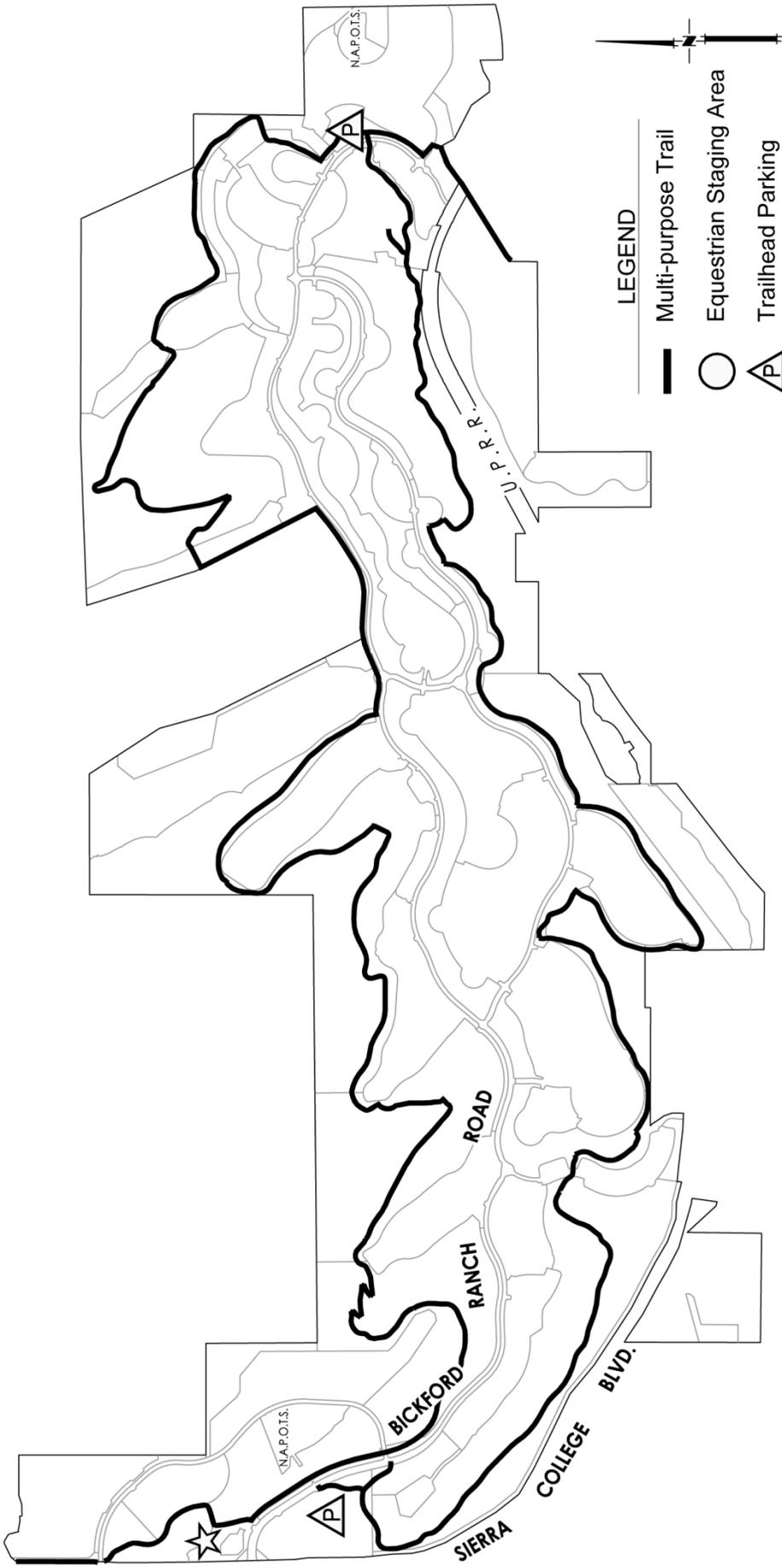


Exhibit N Multi-Purpose Trails

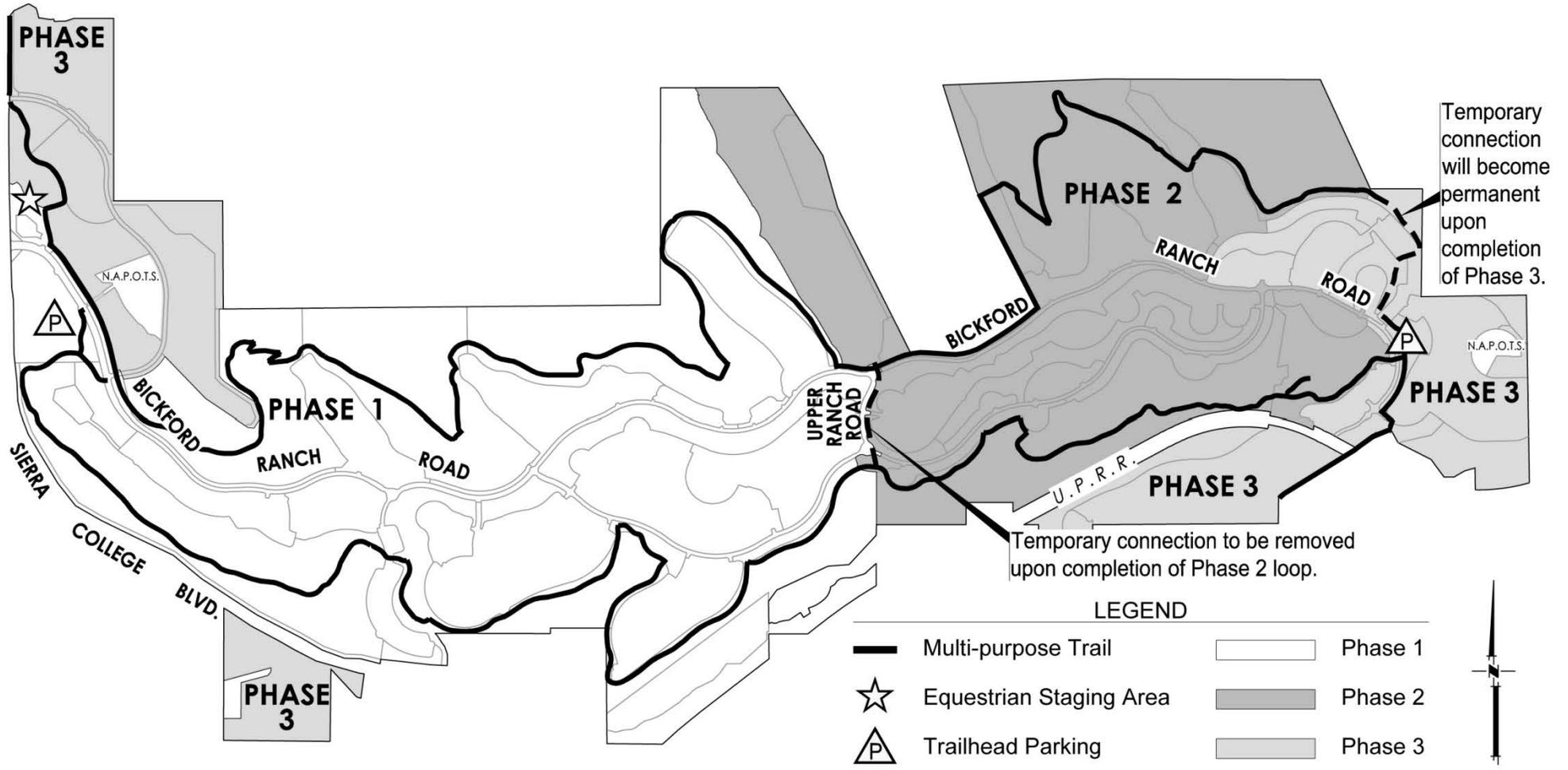
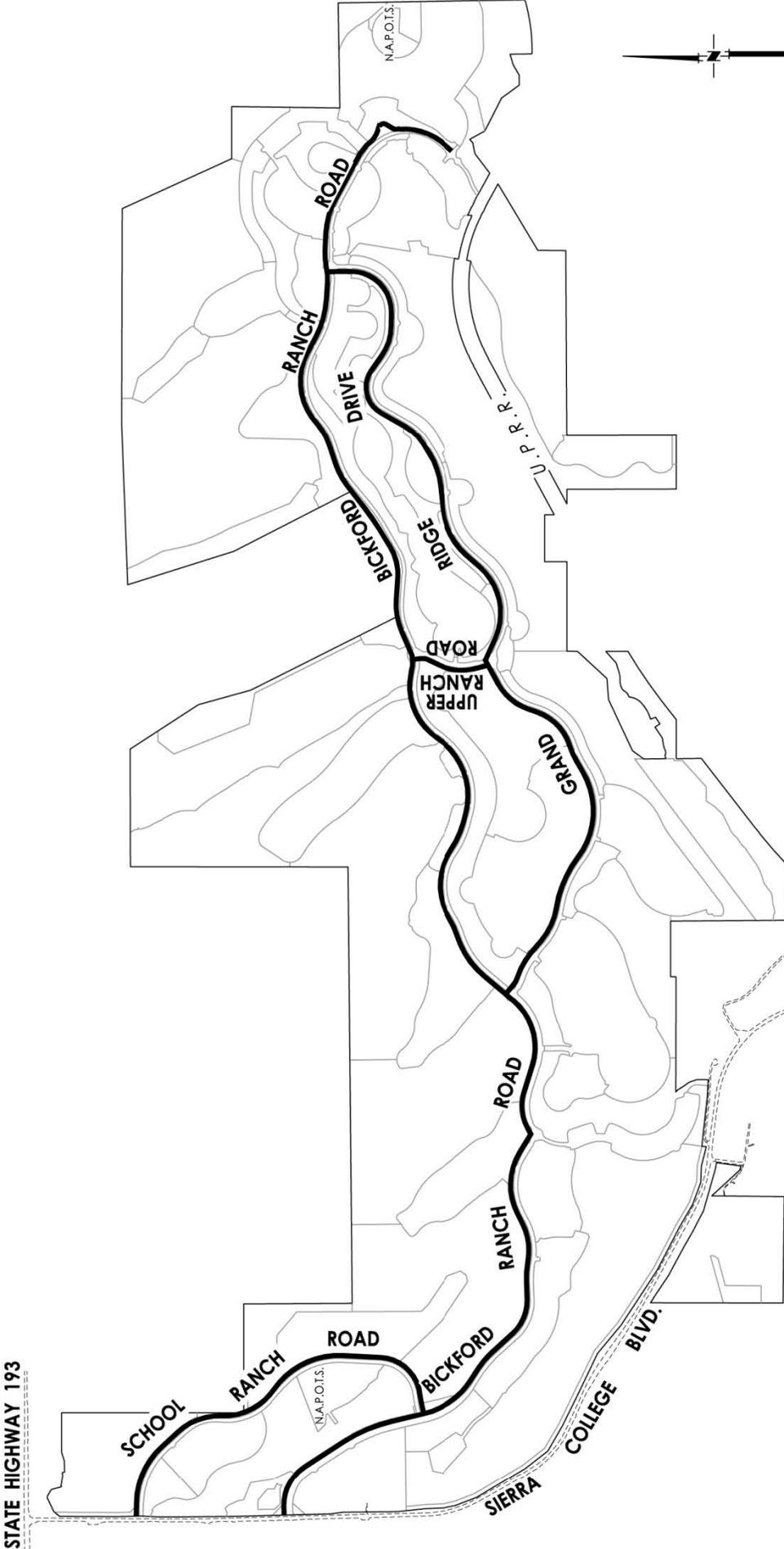
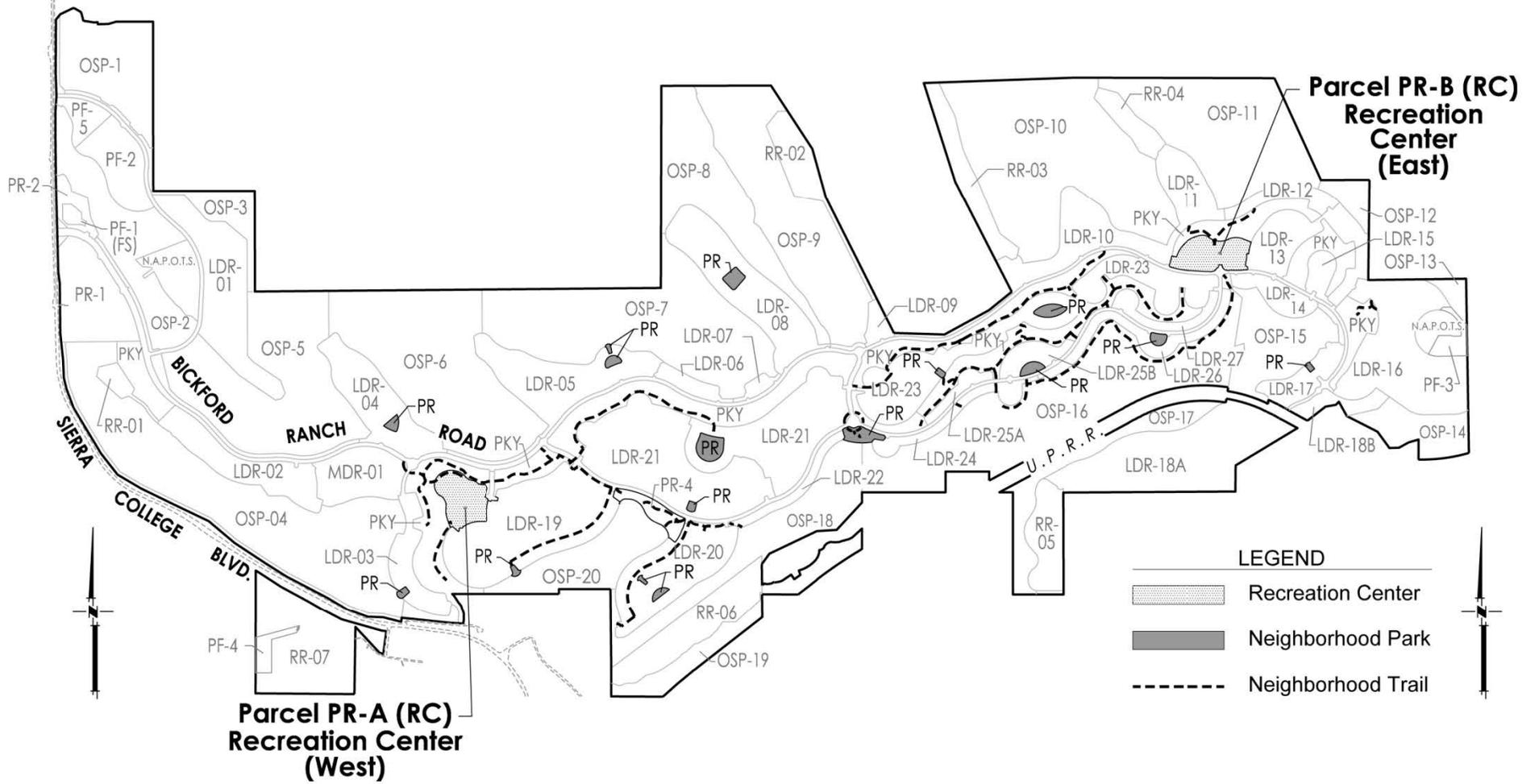


Exhibit O
Multi-
Purpose Trail
Phasing

**Exhibit P
Class I Bike
Path**

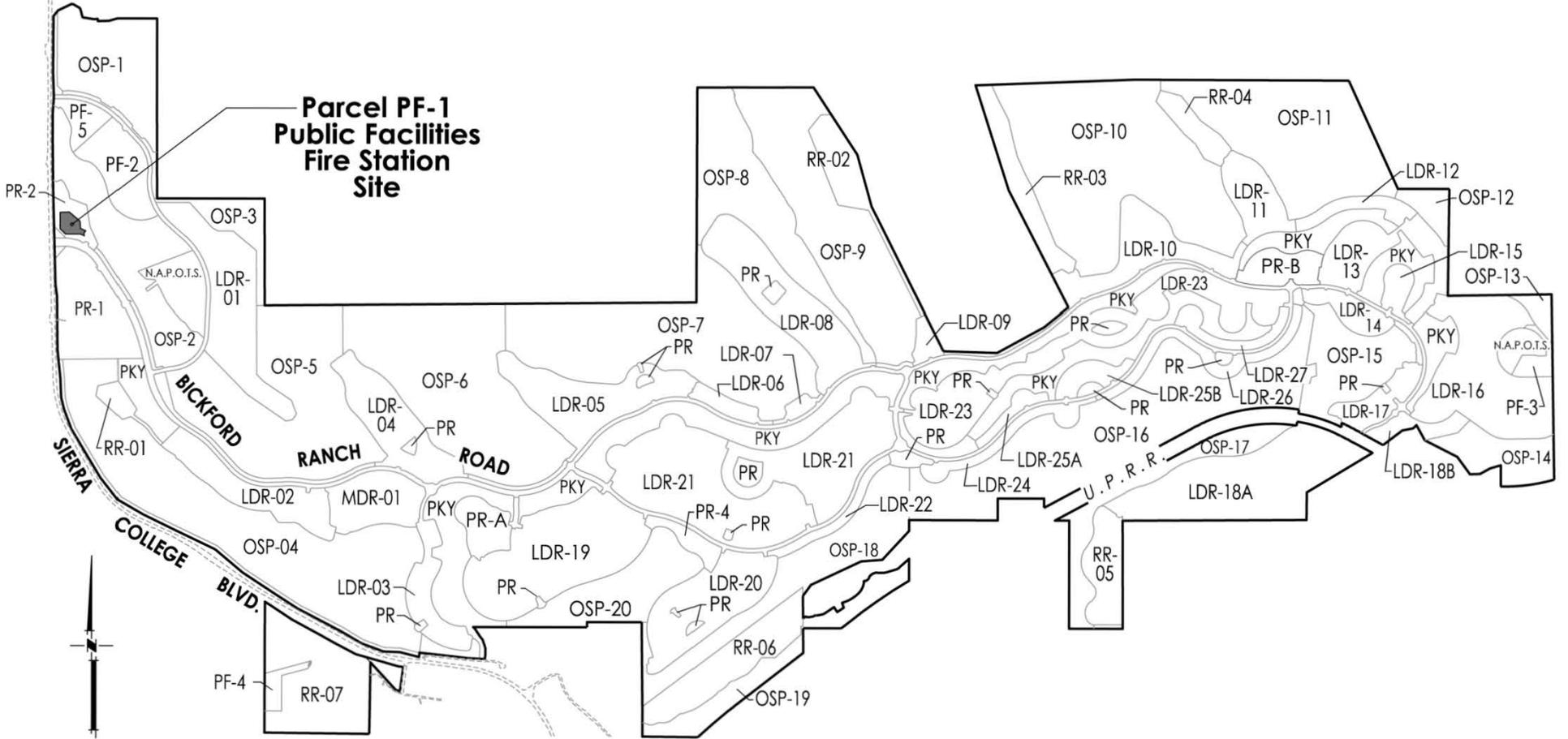


STATE HIGHWAY 193



**Exhibit Q
Private
Recreation
Facilities**

STATE HIGHWAY 193



**Exhibit R
Fire Station Site**

Exhibit S

Fire Station Facility and Furnishings

The Fire Station would be similar to a production-style home with an auxiliary fire apparatus building used for a truck garage. The fire station design would include the following:

- **Fire Station.** Living space comprised of: four bedrooms, two full baths, great room concept (large living area appropriate for 3-5 adults), kitchen and dining area. A two-car garage of between 400 and 450 square feet is in addition to the living area.
- **Public Office.** Approximately 400-450 square feet (comparable to a standard two-car garage). Commercial style doors for public access, access from station into office area.
- **Apparatus Bay.** Approximately 42' x 80' with 2 metal roll-up doors on each end of the building to allow ingress and egress of the fire apparatus. 3 storage rooms along one wall of equal dimensions. To include a room to accommodate a PPE extractor. Apparatus Bay should include an exhaust system and emergency generator in a protected building for emergency power. The outside of the station should include a fuel convault with both gasoline and diesel with a separate gas house for storage of flammable liquids and oils.
- **Living Area Allowance.** To provide for furnishing of the fire station to suit the needs of full time residents including living area furniture, bedroom furniture, kitchen utensils and small appliances, etc.
- **Office Area Allowance.** To provide for furnishing of the office area for department business as well as interactions with the public including office furniture, office equipment and initial office supplies.
- **Type 1 – 1500 GPM Fire Apparatus.**
- **Equipment to outfit the Fire Apparatus.**
- **Utility support vehicle and equipment**
- **ALS equipment/supplies**
- **Personnel Training Room – Approximately 480 square feet (20'x24').**
- **Development impact/utility connection fees.**
- **Note:** Space delineations do not include space for a Sheriff Service Center.