# APPENDIX A
# MITIGATION MEASURES

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| **T-R** | Construct a third lane on Sierra College Boulevard opposite the project boundaries; and construct all streets, roadways, and street improvements to County standards, and if the County so requires, make them the subject of an offer of dedication on final subdivision maps |
| **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 |

## Air Quality

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| **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 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 |
| **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** | Provide dedicated parking spaces at the park-and-ride lot with electrical outlets for electric vehicles |
| **NEW-3** | Incorporate into residential design features that will reduce emissions and fund a diesel exchange program that will result in a net reduction of the emissions attributable to use of diesel engines |

## Noise

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| **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 $L_{dn}$ |
| **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 6-foot block or masonry walls along project roadways where residential areas would fall within the 60 dBA $L_{dn}$ contour |
| **N-J** | Restrict business hours of operation within specified areas of the Village Commercial Center |

## Geologic Resources

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| **G-A** | Comply with Placer County ordinances for all grading, drainage and construction of improvements |
| **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 |

## Hazardous Waste/Materials

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| **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 |
| **NEW-4** | Establish setback from the Patterson Gold Mine site and comply with any other requirements imposed by DTSC |

## Hydrology and Water Quality

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| **H-A** | Prepare and implement a post-development stormwater management program |
| **H-B** | Provide runoff rate control |
| **H-C** | Provide retention storage |
| **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 |
| **NEW-5** | Comply with the requirements imposed pursuant to the agreement between the County and Sutter County that requires post-development peak flows to be no greater than 90% of the peak flows that exist prior to development and that downstream flow rates be maintained at levels less than the pre-development rate of flow. Comply with the PCFCWD Stormwater Management Manual, Version 4, October 1997. |

## Biological Resources

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| **B-B** | Hire a project biologist for construction monitoring |
| **B-F** | Protect riparian buffer zones |
| **B-N** | Install bat gates at tunnel entrances |
| **B-Q** | Develop and implement an open space management plan |
| **B-S** | Preserve and enhance annual grassland vegetation adjacent to the golf course |

## Cultural Resources

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| **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 |

## Visual Resources

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| **V-A** | Provide transition areas and buffers between residential development and natural open space |

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| **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** | 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 |

## PROJECT-SPECIFIC MITIGATION REPORTING PLAN

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

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| **Air Quality** | | | | | | |
| **A-A:** Provide dust controls<br>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:<br>■ 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);<br>■ Suspend grading operations when wind is sufficient to generate visible dust clouds.<br>■ Pave, use gravel cover or spray a dust control agent on all haul roads;<br>■ Reduce speeds on unpaved roads to 15 mph or lower (this speed must be posted);<br>■ Clean earthmoving construction equipment with water once daily, and clean all haul trucks leaving the site;<br>■ Use tarpaulins for haul trucks which travel on public streets;<br>■ Institute measures to reduce wind erosion when site preparation is completed; and<br>■ Provide paved or grass-covered areas for construction employee vehicle parking.<br>Dust controls will ensure that all roadways, driveways, sidewalks, etc. be paved as soon as possible in the construction phase.<br>For project components that would not be constructed / developed immediately following the mass grading phase, the following dust control measures are also recommended:<br>■ Apply chemical soil stabilizers or commence reestablishing ground cover to construction areas within 96 hours of completing grading activities.<br>■ 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.<br>These measures will be incorporated into the CC&Rs. | Applicant | 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 Department of Public Works | Ensure that all dust control measures are implemented | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| **Noise** | | | | | | |
| **N-A:** Restrict hours of construction activity<br>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:<br>a. Monday through Friday, between 6:00 a.m. and 8:00 p.m.<br>b. Saturdays, between 8:00 a.m. and 6:00 p.m.<br>This condition shall be noted in the Improvement Plans and in the Project Development Notebook. | Applicant | Planning Department, Division of Environmental Health, and Department of Public Works | Prior to approval of improvement plans | Weekly during construction; submit weekly reports to Planning Department | Construction activity is restricted to specified hours | Applicant |
| **Geologic Resources** | | | | | | |
| **G-B**: Prepare and implement a grading and erosion control plan<br>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:<br>■ 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.<br>■ 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.<br>■ Specific grading guidelines for Meadows, Ridges and Heritage Ridge portions of the project.<br>■ Guidelines for developing grading transitions, including terraces where necessary for stability and access to sloped areas.<br>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.<br>Employment of measures during construction to prevent eroded soil from entering site drainageways, including: placement of hay bales or other | Applicant | Department of Public Works | Prior to approval of grading plan | Daily during grading activities; weekly during construction; submit weekly reports to Department of Public Works | All elements of the grading and erosion control plan are implemented | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| 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. | | | | | | |
| **Hazardous Waste/Materials** | | | | | | |
| **HW-A:** Report possible contamination to EHS-HMS<br>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 unearthed 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. | Applicant | Department of Public Works and Division of Environmental Health | Prior to construction | Weekly during construction or more frequently if required by County | Possible contamination is reported, and problem resolved | Applicant |
| **HW-B:** Comply with CDF and Penryn Fire Department requirements for temporary storage of combustible/flammable liquids at construction sites<br>The Applicant proposes procedures to comply with the requirements of the CDF and the Penryn Fire Department. The CDF and the Penryn Fire Department 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, that County will additionally require permitting through the County Building Department. The Applicant shall also participate in the Community Right-to-Know program administered by the County. | Applicant | California Division of Forestry, Penryn Fire Department, Placer County Fire Department | Prior to construction | Weekly during construction | Compliance with requirements for temporary storage of combustible/ flammable liquids at construction site | Applicant |
| **HW-C:** Comply with County and CDF requirements for reporting releases of hazardous materials<br>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. | Applicant | California 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 |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
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| **Hydrology and Water Quality** | | | | | | |
| **H-D:** Prepare and implement a Storm Water Pollution Prevention Plan for construction activities<br>The Applicant proposes to prepare and implement a Storm Water Pollution Prevention Plan. Construction activities involving the disturbance of five 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. | Applicant | Department of Public Works and Division of Environmental Health | Prior to approval of improvement plans | Weekly during construction | All aspects of the Storm Water Pollution Prevention Plan are implemented | Applicant |
| **H-E:** Monitor erosion and sediment control measures during construction<br>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. | Applicant | Department of Public Works and Division of Environmental Health | Prior to approval of improvement plans | Weekly during construction, or as required by DPW | Water quality does not exceed goals or other limits of NPDES permit | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| **H-F:** Monitor site erosion and sediment control measures for two years after implementation of final erosion control measures<br>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). | Applicant | Department of Public Works and Division of Environmental Health | Prior to approval of SWMP | As identified in SWMP | Long-term effectiveness of erosion and sediment control measures is verified | Applicant |
| **H-K:** Notify Placer County Department of Environmental Health and affected property owners if off-site sewer pipeline breaks<br>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 wells. Provision will be made for notifying the property owner of the results by the Placer County Environmental Health Department. 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. | Owner of Sanitary Sewer | Division of Environmental Health | Break in off-site sewer pipeline | Whenever a break occurs | Notifications are promptly made | Owner of Sanitary Sewer |
| **Biology Resources** | | | | | | |
| **B-A:** Implement the Applicant's oak forest conservation and revegetation plan<br>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. In addition, 6,000 more mature trees (5-gallon, 15-gallon, and 24-inch box) will be planted to replace tree canopy and to provide visual screening. The plan will be developed and implemented in cooperation with the CDFG, U.S. Department of Agriculture Natural Resource Conservation Service, the California Department of Forestry and Fire Protection, and the University of California Cooperative Extension.<br>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, between natural open space areas and roads, in Tower Park, and in additional areas | Applicant | Planning Department | Within 2 years of tree removal | Annually for 5 years | Minimum 80 percent survival rate after 5 years | Applicant |

# MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

## STANDARD MITIGATION MONITORING PROGRAM

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

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

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

### Land Use

**L-A** Design project elements to buffer the project from adjacent uses
**L-C** Limit construction of gates

### Population, Employment, and Housing

**NEW-1** Implement Affordable Housing Program
(Replaces FEIR Mitigation Measures PH-A, PH-B, and PH-C)

### Public Services

**PS-A** Provide will-serve letter and participate in the Penryn/Lincoln/Sunset pipeline
**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 (responsibility of pipeline owner)
**PS-E** Design off-site sewer pipeline per Placer County requirements
**PS-F** Design off-site sewer pipeline with watertight joints
**PS-G** Participate in construction of additional wastewater treatment capacity to accommodate projected flows
**PS-H** Issue building permits only when sufficient wastewater treatment capacity exists or will exist at time of sewer connection

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| **PS-I** | Pay statutory fees to existing school district(s) |
| **PS-J** | Donate a site, construct, and partially equip a 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 |
| **NEW-2** | Include energy efficient features in housing and other improvements: photovoltaic, solar heating and air conditioning systems; insulation designed to reduce heating and cooling requirements; fitted with low energy appliances; some units to include photovoltaic power generation capacity |

## Transportation

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| **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 to widen Sierra College Boulevard from two to four lanes from Taylor Road to I-80 |
| **T-E** | Pay Placer County traffic mitigation fees |
| **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** | Pay pro-rata fair share of adding a second northbound left-turn lane on Sierra College Boulevard at Twelve Bridges Drive intersection |
| **T-K** | Pay pro-rata fair share of adding a westbound right-turn lane on King Road at Sierra College Boulevard intersection |
| **T-L** | Pay pro-rata fair share of adding right-turn lanes in both directions on Taylor Road at the English Colony Way intersection |
| **T-M** | Provide park-and-ride lot and two bus stops |
| **T-N** | Participate in fair share of the cost of limited transit services, and coordinate its shuttle service for the residents of Heritage Ridge neighborhood with adjacent communities such as Sun City, Lincoln Hills, and Whitney Oaks |
| **T-O** | Provide Class II bike lanes on Bickford Ranch Road 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 |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| 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.<br><br>Tree spacing will be as follows:<br><br>Trees per Acre (approximate) / Spacing Between Trees (feet)<br>10 / 66<br>20 / 46<br>40 / 33<br>80 / 23<br>100 / 21<br>200 / 15<br>400 / 10<br><br>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.<br><br>Maintenance will occur according to the following schedule:<br><br>Year Following Planting / Irrigation Schedule / Weed Removal / Replanting<br>1 / Weekly / 4 times per year / Once per year in fall<br>2 / Every other week / 4 times per year / Once per year in fall<br>3 / Every other week / 4 times per year / Once per year in fall<br>4 / Every fourth week / 4 times per year / Once per year in fall<br>5 / Every fourth week / 4 times per year / Once per year in fall<br><br>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:<br><br>Year Following Initial Planting / Percent Survival<br>1 / 95<br>2 / 90<br>3 / 90<br>4 / 90<br>5 / 80<br><br>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. | | | | | | |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| 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.<br><br>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.<br><br>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. | | | | | | |
| **B-D:** Implement a tree protection plan<br><br>The Applicant will develop and implement a tree protection plan to minimize direct and indirect impacts on oaks and other native trees that are to be retained on the project site. The elements of this plan 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 plan will include the following measures:<br><br>■ 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 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 | Applicant | Planning Department and Department of Public Works | Prior to approval of improvement plans | Prior to grading during construction | All elements of the tree protection plan are implemented | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| be mitigated by payment into either the County's Tree Preservation Fund or a mitigation fund for on-site plantings.<br>■ 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, at least one foot outside the dripline of each tree or groves of trees to be retained; minimizing trenching for installation of utility lines; and conducting by hand any work within driplines of trees to be retained.<br>■ A contractor seeking a variance to machine excavate within tree driplines will be required to 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. 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.<br>■ Tree preservation notes and specifications will be included on all plans and in contractor contracts.<br>■ Irrigation and other potential sources of runoff associated with the constructed project will be diverted away from oak trees retained within all areas outside of the designated natural open space. To protect oaks from fungal root infection, drainage features will be constructed to intercept runoff from development upslope of the retained trees.<br>■ 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.<br>■ 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.<br>■ 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. | | | | | | |
| **B-E:** Implement the Applicant's wetland preservation and impact plan<br>All wetland mitigation, with the exception of vernal pool mitigation, will occur on site within the natural open space in the Meadows community area | Applicant | Planning Department | Prior to approval of Tentative Map | Annually for 5 years | All elements of the wetland preservation and | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| on-site within the natural open space in the Meadows community area. 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.<br>In addition, the Applicant's wetland preservation plan will include the following components:<br>■ 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;<br>■ Construction of Bio Filters (shallow depressions) between upland areas and wetlands within the Meadows community areas to protect water quality;<br>■ Construction of wildlife travel corridors (in culverts) beneath roadways where wetlands are located near roads;<br>■ Placement of fencing around wetlands during construction;<br>■ Placement of public awareness signs with information on Wetlands throughout Bickford Ranch; and<br>■ Dedication of some open space areas to Placer County, and maintenance of the other common open space areas by the Homeowners Association. | | | | | impact plan are implemented | |
| **B-G:** Conduct pre-construction surveys for special-status plants<br>Before construction, the Applicant will hire a County-approved botanist to survey oak woodlands within all proposed construction areas for big-scale balsamroot. In all areas of oak woodland that will be graded, a survey should be conducted between March and May for big-scale balsamroot. 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 CDFG 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 | Applicant | Planning Department | Prior to construction | Once per construction work package | Special-status plants are avoided, or compensation approved by CDFG is implemented | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
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| species; or attempts to transplant the species to an undisturbed area within the project site.<br><br>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, legenere, pincushion navarretia, slender orcutt 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.<br><br>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 natural open space area off the northwestern corner of the proposed driving range.<br><br>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 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). | | | | | | |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
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| 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 CDFG (for state-listed species) and/or the USFWS (for federally listed species). CDFG 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. | | | | | | |
| **B-H:** Compensate for loss of vernal pool fairy shrimp habitat<br>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):<br>■ Create suitable habitat for vernal pool fairy shrimp at a 1:1 ratio, for a total of 0.23 acre of vernal pool habitat.<br>■ 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.<br>■ 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.<br>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. | Applicant | Planning Department | 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 |
| **B-I:** Protect VELB habitat (elderberry shrubs) during construction<br>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:<br>■ Fence and flag all areas to be avoided with a minimum setback of at least 20 feet from the dripline of each elderberry plant.<br>■ Brief contractors on the need to avoid damaging elderberry plants and the possible penalties for not complying with these requirements. | Applicant | Planning Department | 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 |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| ■ 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.<br>■ Restore the disturbed area to its original condition. Provide erosion control and revegetate with appropriate plant species, if needed.<br>■ 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. | | | | | | |
| **B-J:** Compensate for loss of VELB habitat (elderberry shrubs)<br>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 (1996):<br>■ Confirm the number of elderberry stems one inch or greater at ground level that would be affected by the project. 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 be compensated for.<br>■ Determine the VELB units that would need to be mitigated for the project pursuant to the programmatic agreement between USFWS and the Corps.<br>■ Compensate for the loss of VELB habitat determined above at an off-site location approved by the USFWS and the Corps.<br>■ Obtain authorization from USFWS to take VELB that would be affected by the project. A biological opinion under the federal ESA is required from the USFWS before construction begins.<br>■ 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 provides 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 | Applicant | Planning Department | Prior to approval of grading permit | Daily during transplanting activities; then annually for five years | Compensation is provided for loss of VELB habitat off site; 60% survival rate for VELB transplanted on site, or as negotiated with County | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
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| 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.<br>■ 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.<br>■ 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. | | | | | | |
| **B-L:** Conduct preconstruction surveys for nesting raptors in affected areas<br>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 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. | Applicant | Planning Department | Prior to construction | Once per construction work package for construction occurring between March and August | Impacts to nesting raptors are avoided | Applicant |
| **B-M:** Develop buffer zones around nesting raptors during construction.<br>If nesting raptors 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 CDFG. 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. | Applicant | Planning Department | Prior to construction | Weekly during construction | Impacts to nesting raptors are avoided | Applicant |
| **B-O:** Obtain and implement conditions of state and federal permits for impacts on waters of the United States<br>The Applicant will obtain and implement all conditions in the following permits: | Applicant | Planning Department | Prior to approval of grading permit | Per federal and state permits | Compliance with conditions of state and federal permits | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| ■ 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).<br>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.<br>■ Section 401 water quality waiver or certification from the Regional Water Quality Control Board.<br>■ Section 1603 Streambed Alteration Agreement from CDFG. | | | | | | |
| **B-P:** Protect wetlands during construction<br>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:<br>■ 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 equipment out of the wetlands during excavation of the lakes and grading of the Bio Filters.<br>■ Avoid sidecasting material into or near the stream channels and wetlands adjacent to project construction.<br>■ 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. | Applicant | Planning Department | Prior to construction | Weekly during construction (to ensure fencing stays up); daily during activity adjacent to fencing | Wetlands are protected | Applicant |
| **B-R:** Avoid removal of blackberry riparian vegetation<br>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. | Applicant | Planning Department | Prior to approval of grading plans and approval of fuel modification plans | Annually | Blackberry shrubs in creeks and other drainages are protected | Applicant |
| **Cultural and Archaeological Resources** | | | | | | |
| **C-E:** Immediately stop ground disturbing activities in vicinity and consult qualified professional archaeologist, the Placer County Planning Department, the Department of Museums, and the County Coroner, if buried cultural deposits are discovered during construction. The County | Applicant | Planning Department | During construction | At least weekly during construction; submit weekly | Cultural and archaeological resources are protected, or loss | Applicant |

## MITIGATION MEASURES REQUIRING ONGOING MONITORING

| Mitigation Measure | Individual Responsible for Monitoring and/or Reporting | Individual or Organization Responsible for Verifying Compliance | Timing of Initial Action | Frequency and Duration of Monitoring | Performance Criteria | Proposed Funding |
|---|---|---|---|---|---|---|
| Coroner will notify the Native American Heritage Commission if it is determined that the remains are Native American Indian.<br>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 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.<br>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) 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. | | | | reports to Planning Department | is compensated | |
| **C-F:** Retain a qualified professional paleontologist to conduct weekly inspections during grading activities and salvage fossils as necessary<br>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 that a qualified paleontologist has been retained to provide the required services. | Applicant | Planning Department | During grading activities | At least weekly during construction; submit weekly reports to Planning Department | Paleontological resources are protected and/or salvaged | Applicant |

# APPENDIX B
# BICKFORD RANCH
# DEVELOPMENT AGREEMENT

Recording requested by:

When recorded send to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# DEVELOPMENT AGREEMENT

# BY AND BETWEEN

# COUNTY OF PLACER

# AND

# BICKFORD HOLDINGS, LLC (11-02-04)

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**DEVELOPMENT AGREEMENT**
**by and between**
**THE COUNTY OF PLACER**
**and**
**BICKFORD HOLDINGS, LLC**

This Development Agreement is entered into this 2nd day of November, 2004, by and between the **COUNTY OF PLACER**, hereinafter "County", and **BICKFORD HOLDINGS, LLC,** a Nevada Limited Liability Corporation, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

## RECITALS

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

B. Property. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 1,947 acres located in the unincorporated area of the County of Placer, as described in **Exhibit A-1** and shown on **Exhibit A-2** (hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner represents that it owns the Property in fee and that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

Two properties not subject to the terms, conditions and obligations of this Agreement are the communications tower parcel (031-200-08) owned by Placer County and the Bitterroot parcel (031-101-38), both parcels are located as shown in **Exhibit A-3** (hereinafter the "Excepted Parcels"), attached hereto and incorporated herein by this reference. **Exhibit A-2** does not include the Excepted Parcels.

C. Planning Commission Hearing. On September 23, 2004, the County Planning Commission, designated by Section 17.58.240 of the Placer County Code as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the Board of Supervisors approve this Agreement.

D. Environmental Impact Report. On December 18, 2001, the Board of Supervisors, in Resolution 2001-340, certified as adequate and complete the Final EIR (the "Plan EIR") for the Bickford Ranch Specific Plan (the "Specific Plan"). On

October 19, 2004, the Board made findings (Resolution 2004-296) that a subsequent EIR is not required and adopted a Statement of Findings, a Mitigation Monitoring Plan an Statement of Overriding Considerations and General Plan Consistency. Mitigation measures have been incorporated into the Project as required by the Final EIR, as reflected by the findings adopted by the Board of Supervisors concurrently with this Agreement.

E. Entitlements. The Board of Supervisors has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1. Adoption of a Specific Plan, by resolution (Resolution No. 2004-297), including adoption by ordinance (Ordinance No. 5330-B) of project-specific Development Standards, and adoption by resolution (Resolution No. 2004-297) of Design Guidelines (October 19 & November 2, 2004).

2. Adoption of an ordinance (Ordinance No. 5331-B) approving a Development Agreement for the Bickford Ranch Development and authorizing execution of the Development Agreement (the "Development Agreement" or "Agreement") by the County (November 2, 2004).

The approvals described in this paragraph E hereof are referred to herein as the "Entitlements."

F. General and Specific Plans. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General and Specific Plans. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, the applicable law shall be as set forth in the Entitlements as of the date hereof.

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

H. Need for Services and Facilities. Development of the Property will result in a need for certain municipal services and facilities, some of which services and facilities can be provided by the County, and some of which will be provided by other public entities and/or public utilities, subject to the performance of Landowner's obligations hereunder.

I. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of public facilities and services as required herein to mitigate

impacts of the development of the Property on the community, and County agrees to provide, to the extent that it does so provide, public facilities and services to assist the Landowner in proceeding with the development of the Property in accordance with the terms of this Agreement. The parties agree that a number of the terms and conditions agreed to by Landowner herein exceed what might otherwise be required under the law. County and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, County would not and could not approve the development of the Property as provided by this Agreement and that, but for County's agreement to provide, to the extent it does provide, the services necessary for development of the Property, Landowner 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 Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

J. Development Agreement Ordinance. County and Landowner have taken all actions mandated by and fulfilled all requirements set forth in Sections 17.58.210 through 17.58.260 of the Placer County Code, the Development Agreement Ordinance of the County of Placer.

K. 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.

L. Litigation. In response to a trial court decision and Writ of Mandate dated June 28, 2004, the County complied with the Court's writ on August 10, 2004 by rescinding its approval of the Specific Plan Design Guidelines, Development Standards, Development Agreement, Mitigation Monitoring Plan and resolutions pertaining to Clark Tunnel Road. The trial court upheld the adequacy of the previously certified EIR for the Project. Said EIR, together with the EIR Addendum has been prepared and considered in the County's decision on the Entitlements.

## AGREEMENT

## SECTION 1
## GENERAL PROVISIONS

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

1.2 Property Description and Binding Covenants. The Property is that property described in **Exhibits A-1 and A-2**. It is intended and determined that the

provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Bickford Holdings, LLC and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

The Exception Parcels shall not be subject to the terms, conditions and obligations of this Agreement.

1.3 Term.

1.3.1 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 fifteen (15) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from County entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

1.3.2 Tolling During Legal Challenge. In the event that this Agreement or any of the Entitlements are the subject of legal challenge, and Landowner is unable to proceed with the Project because of the litigation, the term of and timing of obligations imposed pursuant to this Agreement shall be automatically tolled during the pendency of the litigation for a period not to exceed two (2) years upon written request of Landowner.

1.3.3 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 therefore. 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.

1.3.4 Termination Upon Landowner Request. This Agreement may also be terminated, at the election of the property owner, with respect to any legally subdivided parcel designated by the Specific Plan for a multi-family residential or 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 multi-family or non-residential building within such parcel, by giving written notice to County of its 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 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 Development Agreement have been satisfied. County shall, 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.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of County and Landowner (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 and applicable rules, regulations and policies of the County, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the Board of Supervisors. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements which are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

1.4.1 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.

1.4.2 Amendment for Tentative Maps. The parties acknowledge that Landowner has submitted and County has approved a Vesting Large Lot Tentative Subdivision Map and Vesting Small Lot Tentative Subdivision Map (collectively, "VTM's"). The VTM's and the terms and conditions imposed in connection with their approval are part of the Entitlements for purposes hereof and are subject to the terms and conditions of this Agreement.

1.5 Assignment. Landowner 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 Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit B.** Upon the conveyance of Landowner's interest in the Property, or any portion of the Property, and the unconditional assumption by the assignee of all applicable obligations hereunder, Landowner 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 "Landowner," with all rights and obligations related thereto, with respect to such portion of the Property so conveyed; provided, however, in no event shall Landowner be released from the obligations set forth in Sections 2.5 (Affordable Housing), 3.1 (Roadway Improvements), 3.2 (Wastewater Facilities), 3.3 (Park Facilities), 3.4 (Natural Open Space and Trails), or 3.5 (Fire Protection and Public Safety Facilities) herein without a specific written release from County. In the event of default by either Landowner or its assignee, any termination of this Agreement, to the extent that Landowner or its assignee is in compliance with all other requirements under this Agreement, shall apply only against the property owner in default.

1.6 Recordation. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section1.3.2 above, the County shall cause this Agreement, any amendment hereto and any other termination thereof to be recorded, at Landowner'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 County is granting, and grants herewith, fully vested entitlements and rights to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements. County acknowledges that the Entitlements include the land uses and approximate acreages as set forth in **Exhibit C.** Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement. Landowner'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, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

The vesting of entitlements provided by this Agreement 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 Rules, Regulations and Official Policies.

2.3.1 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 in accordance with the Entitlements and this Agreement; provided, however, Landowner 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 Landowner 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.

2.3.2 Application of Changes. This section 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 Landowner shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

2.3.3 Authority of County. This section 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.

2.4 County Fees, Taxes and Assessments.

2.4.1 Processing Fees and Charges. Landowner 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 with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

2.4.2 Development Fees. Consistent with the terms of this Agreement, County shall have the right to impose, and Landowner agrees to pay, such development fees (Development Fees) as have been adopted by County as of the Effective Date of this Agreement and which are identified in the Development Fee Schedule set forth in **Exhibit D**, attached hereto and incorporated herein. Development Fees shall be due upon issuance of building permits for the Project, except as otherwise provided under this Agreement.

2.4.3 New Development Fees. In the event after the Effective Date of the Agreement 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.) or other law that is applied uniformly on a county-wide or a regional basis, Landowner agrees to pay any such Development Fee; provided, however, in the event the new Development Fee is duplicative of the Community Facilities Contribution required to be paid pursuant to Section 3.7 or the Public Open Space Contribution required to be paid pursuant to Section 3.8, Landowner shall only be obligated to pay the greater of the new Development Fee or the Contribution amount.

2.4.4 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.

2.4.5 Development Fees for Age-Restricted Portion of Project. The Public Facilities Fee and Traffic Mitigation Fees paid by Landowner for age-restricted residential units within the Project shall be that established for such age-restricted units pursuant to Articles 2.132 and 15.28, respectively, of the Placer County Code, as adjusted from time-to-time.

2.5 Affordable Housing. Consistent with the goals and policies contained in County's General Plan and the Specific Plan, and subject to the terms of this Agreement, Landowner shall develop or cause to be developed approximately 189 units, or ten percent (10%) of the total number of residential units approved within the

Project (estimated at 1,890 units, including up to 106 affordable units), 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). Such affordable housing units may be constructed both on-site and off-site pursuant to the requirements of this Section and this Agreement. Landowner shall provide proof acceptable to County that occupancy of all such units are suitably restricted and made available only to persons meeting the requisite income level for lower income households.

2.5.1 On-Site Units. Landowner shall utilize its best efforts to construct 106 residential units within the Project on the parcel designated Village Residential. The Planning Director may, upon a showing of good cause by Landowner of specific site constraints, approve a lesser number; provided, however, in no event shall the number of on-site units be less than 90. Such units may be developed as an affordable age-restricted multi-family project. Upon creation of the parcel designated Village Residential, Landowner shall record a notice of restriction on the parcel, in a form acceptable to the County, restricting the development and use of the property to affordable housing as required by the Agreement.

2.5.2 Off-Site Units. The balance of the Project's affordable units will be constructed off-site at a location included in an inventory of potential affordable housing sites agreed upon by Landowner and the official of the County responsible for administering the County's housing programs. The inventory may be modified from time-to-time as need demands.

2.5.3 Benchmarks Applicable to Affordable Housing Construction. The parties deem it important that significant progress toward the construction of the affordable housing units provided for by this Agreement occur by certain agreed upon benchmarks in the construction of the Project. To assure such progress, the following benchmarks shall be met:

a) Prior to County approval of the final subdivision map creating the 600th residential lot, a site specific development plan for the on-site Village Residential site shall be submitted to the County. The submittal shall meet the standard County requirements applicable to a project subject to design review approval pursuant to Placer County Code section 17.52.070 or its equivalent.

b) Prior to County approval of the final subdivision map creating the 900th residential lot, Landowner shall obtain approval of the applicable development entitlement for the construction of a senior affordable multi-family project on the Village Residential site, or submit a complete application to County or show proof of submission of a complete application to a city within the County for an off-site affordable housing project.

c) Prior to County approval of the final subdivision map creating the 1,300th residential lot, Landowner shall have commenced, or shall have caused commencement of, construction on either the on-site or off-site affordable project. For purposes of Section 2.5 of this Agreement, commencement of construction shall mean the construction of a foundation pursuant to the issuance of a building permit for the project in question.

d) Prior to County approval of the final subdivision map creating the 1,500th residential lot, Landowner shall have commenced, or shall have caused commencement of, construction of the affordable housing units that constitute the remaining obligation of Landowner pursuant to this Agreement.

2.5.4 Minimum Obligation for Affordable Housing. In fulfilling its obligation under Section 2.5 of this Agreement, Landowner shall be obligated to contribute to or participate in the construction of affordable housing in an amount no less than $13,500 per affordable housing unit constructed. Upon approval of each affordable housing project, Landowner shall provide documentation acceptable to the Chief Executive Officer, or her or his designee, demonstrating Landowner's fulfillment of this condition. To the extent said documentation evidences a contribution or participation less than the sum of $13,500 per affordable housing unit, Landowner agrees to pay the difference to County as an affordable housing mitigation fee.

The sum of $13,500 shall be automatically adjusted on July 1 of each year, commencing with July 1, 2003, by the percentage increase or decrease in the Consumer Price Index for the San Francisco/Oakland/San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics ("CPI") from the CPI of the preceding twelve (12) months.

2.5.5 Available Funding Programs. In fulfilling its obligation to provide affordable housing, Landowner, and/or the landowner of an affordable housing project in which Landowner participates, may utilize any federal, state or local funding programs then available for affordable housing projects in Placer County. Landowner shall keep the official of the County responsible for administering the County's housing programs apprised as to the specific affordable housing program(s) it intends to utilize.

2.5.6 Delay in Producing Affordable Housing Units. Landowner shall proceed diligently and in good faith with processing and obtaining the approvals necessary to the construction of the affordable housing units required under Section 2.5 of this Agreement. County shall diligently and in good faith process any application for a project submitted to County by Landowner. The benchmarks contained herein for the construction of affordable housing units may be tolled by County in the event Landowner so requests, and its request is based upon facts and circumstances for which Landowner bears no fault that shows progress toward such construction has

been impeded due to litigation involving the approval of the project or moratoria affecting either on or off-site development.

2.6 Conceptual Project Phasing and Absorption. This Agreement establishes a number of specific benchmarks that trigger Landowner's obligations under this Agreement. Many such benchmarks utilize the number of small lots that have been approved for the Project. For purposes of example only and to assist in the use of this Agreement in the implementation of the Project and the Entitlements, a conceptual estimate of an absorption rate schedule for the approval and development of small lot final maps are provided in **Exhibit E**, attached hereto and by this reference incorporated herein.

## SECTION 3
## LANDOWNER OBLIGATIONS

3.1 Roadway Improvements.

3.1.1 Sierra College Boulevard.

3.1.1.A Widening. Prior to County approval of the final subdivision map creating the 500th residential lot, Landowner shall commence construction of frontage improvements consisting of one travel lane twelve (12) feet in width along Sierra College Boulevard for the entire frontage of the property on Sierra College Boulevard or as approved by the Department of Public Works. Landowner will dedicate or attain the necessary rights of way for the above work. Where the Bickford project fronts on both sides of Sierra College Blvd the landowner will dedicate the necessary rights of way for the full ultimate roadway.

3.1.1.B Traffic Signals - Traffic Signal. The project has three intersections with Sierra College Boulevard. Landowners shall fund, design and construct traffic signals when traffic signal warrants are satisfied at any of the three intersections.

3.1.1.C Traffic Signal at Highway 193. Subject to review and final approval of Caltrans, Landowner shall submit for County review and approval complete design plans for a traffic signal at Sierra College Boulevard and Highway 193 prior to recordation of the first small lot final subdivision map for the Project. Also subject to review and approval of Caltrans, Landowner shall construct this traffic signal as part of the improvement plan requirements for the initial phase of construction for the Project.

In the event that Caltrans does not approve either the design or construction of the traffic signal, and Landowner has processed the necessary design and construction plans in a timely and good faith manner, the timing for the construction of the traffic signal shall be delayed until such time as Caltrans approves the design

and construction of the signal.

It is estimated that the cost for this improvement is $240,000. Concurrent with the construction of the traffic signal, County shall request a contribution toward such improvement from Caltrans equal approximately two-thirds of the cost of this improvement. Upon completion of construction, Landowner shall submit copies of invoices, proofs of payment, and any other documentation supporting its claim for reimbursement of costs of construction that may be reasonably requested by County. 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 Landowner. County shall have no obligation to reimburse Developer and/or Landowner for the costs of construction of the traffic signal unless or until it receives any such contribution from Caltrans.

3.1.2 Fee Advancement - English Colony Way. Prior to issuance of the 1,100th market rate residential building permit, Landowner shall advance to County the total amount of $600,000 that the parties agree represents the Project'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. A credit to Landowner for the cost of advancing such balance (estimated at $877.19 per market rate residential unit, based upon 1,784 approved units) shall be applied against each subsequent building permit for each market rate residential unit until such credit is exhausted.

3.1.3 County-wide Traffic Mitigation Fee. The Project is subject to and shall pay County's Traffic Mitigation Fee for the Central Zone, or such similar fee as may be adopted from time-to-time to replace the Central Zone fee. Payment of this fee obligation shall be paid as a condition to issuance of each building permit within the Project.

3.1.4. Regional Traffic Mitigation Fee. The Project is subject to and Landowner shall pay the South Placer Area Regional Transportation Authority traffic fee (SPRTA Fee), as specified in Exhibit D, or such similar fee as may be adopted from time-to-time to replace the SPRTA Fee. Payment of this obligation shall be paid as a condition to issuance of each building permit within the Project and shall be in addition to the County-wide Traffic Mitigation Fee.

3.1.5 Supplemental Financial Contributions - Roadways. In addition to the County-wide Traffic Mitigation Fees and the Regional Traffic Fee, Landowner shall pay to County supplemental traffic contributions as and when set forth in this Section 3.1.5.

3.1.5.A Special Transportation Fund. Landowner shall pay County the sum of $2,000,000 to be applied to additional improvements to roadways in the

vicinity of the Project; provided, however, it is acknowledged that County shall, in its sole discretion, determine which improvements, if any, may be necessary. Landowner shall pay to County one-half of this sum ($1,000,000) prior to County approval of the final subdivision map creating the 500th residential lot. Landowner shall pay the other one-half of this sum ($1,000,000) as a Special Transportation Fund contribution of $560.54 per unit shall be paid at the time of issuance of building permit for each market rate residential unit. The actual amount paid per unit shall be calculated by dividing the fund amount ($1,000,000) by the total number of market rate residential units approved as part of the Vesting Small Lot Tentative Subdivision Map for the Project.

In the event that County and Landowner agree in the future that Landowner may construct such improvements to roadways and intersections, Landowner shall receive a credit against or reimbursement from the one-time payment of $1,000,000 to be paid or already then paid by Landowner pursuant to this subsection.

3.1.5.B Special Contribution to Supplement Traffic Impact Fees. Landowner shall pay County the sum of $1,719.45 per market rate residential unit at the time of issuance of each building permit for each such unit as a special contribution to supplement County's traffic mitigation fees. Fifty-seven percent (57%) of each such payment shall be deposited into the County's Central Traffic Fee Zone account (estimated total of $1,750,000) and forty-three percent (43%) shall be deposited into a separate account to supplement regional improvements to Sierra College Boulevard (estimated total of $1,320,000). All such special contributions paid by Landowner shall be expended on roadway improvements in the vicinity of the Project.

This special contribution amount shall be subject to an annual adjustment in accordance with the adjustment to the County-wide Traffic Mitigation Impact Fee required to be paid pursuant to Section 3.1.3, above

3.2 Wastewater Facilities.

3.2.1 On-Site Wastewater Transmission Facilities - Oversizing. As part of its construction of on-site wastewater transmission facilities, Landowner shall construct such facilities to accommodate designed flows anticipated from the development of the Project and the flows necessary to accommodate the closure of the Newcastle Sanitation District (NSD) existing wastewater treatment plant (estimated cost of $335,000). Such over sizing of facilities shall be constructed by the Landowner as a public benefit to the existing and future customers of the NSD.

3.2.1.A On-Site Wastewater Transmission Facilities – Maintenance. The County shall maintain the on-site wastewater transmission facilities. Costs for maintenance of these on-site wastewater transmission facilities shall be paid through the formation of and property owner participation in a Zone of Benefit within County Service Area (CSA) No. 28. Landowner agrees to prepare and/or execute such

additional and further documents as may be necessary to create said zone of benefit and to establish a charge or assessment for service to include costs of maintenance.

3.2.2 Off-Site Wastewater Transmission Facilities. Landowner shall construct wastewater transmission facilities from the intersection of Sierra College Boulevard and Highway 193 to existing transmission facilities in the City of Lincoln as shown in **Exhibit G,** attached hereto and incorporated herein. Such transmission facilities shall be constructed to accommodate future regional wastewater flows as anticipated under the Joint Powers Authority (JPA) entered into by the County, NSD, City of Lincoln, City of Auburn, South Placer Municipal Utility District and Nevada County at an estimated additional construction cost to Landowner of approximately $5,000,000. The parties agree that the construction of these off-site transmission facilities constitutes a significant regional and public benefit to south Placer County residents in that the sizing of the transmission facilities is significantly in excess of the sizing required to accommodate the development of the Project.

3.2.2.A Off-Site Wastewater Transmission Facilities - Maintenance. Landowner shall maintain such off-site wastewater transmission facilities for one year from the date of acceptance of the facilities by the City Lincoln, the County or the JPA, as the case may be, after which maintenance of such facilities shall be performed by the accepting agency.

3.2.3 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 Landowner's request to the JPA for reimbursement of the cost to Landowner in constructing oversized facilities to accommodate regional wastewater flows. Nothing herein shall be interpreted to require County to reimburse Landowner for the costs of construction of regional wastewater facilities.

3.2.4 Wastewater Treatment Agreement - County and City of Lincoln. Landowner acknowledges that County does not operate a wastewater treatment plant in the vicinity of the Project and that County shall perform treatment of wastewater for the Project only through an inter-agency contract with the City of Lincoln. County shall use its best efforts to promptly negotiate and enter into an agreement with the City of Lincoln to provide for the treatment of wastewater from the Project by the City at its existing and planned wastewater treatment plants. Nothing in this Agreement shall be interpreted to obligate County to provide wastewater treatment to any lot within the Project except by agreement with the City of Lincoln. Landowner agrees to pay any service charges, connection fees or other such fees and assessments as may be necessary to provide wastewater service and treatment to the Project.

3.3 Park Facilities.

3.3.1 Bickford Ranch Park. Prior to County approval of the final subdivision map creating the 750th residential lot, Landowner shall construct Phase I facilities of Bickford Ranch Park as shown in **Exhibit H-1,** attached hereto and incorporated herein. Landowner shall construct Phase II facilities of Bickford Ranch Park, as shown in **Exhibit H-2,** prior to County approval of the final subdivision map creating the 1,000 residential lot.

3.3.2 Tower Park. Prior to County approval of the final subdivision map creating the 1,500th residential lot, Landowner shall construct Tower Park facilities as shown in **Exhibit I,** attached hereto and incorporated herein.

3.3.3 Park Maintenance Building. Concurrent with the construction of Phase I of Bickford Ranch Park, Landowner shall construct a park maintenance building, located as shown and described in **Exhibit J-1**, attached hereto and incorporated herein. The design and building materials of the maintenance facility shall be subject to the approval of County.

3.3.4 Park Improvements In-Lieu of Fees. Construction and dedication to County of Bickford Ranch Park Phases I and II and Tower Park shall satisfy Landowner's obligations to provide park acreage, improvements and facilities for the Project. The parties agree that the park improvements and facilities constructed by Landowner exceed the amount of Landowner's park improvement fee obligation. Such park improvements and facilities shall be open to the public and therefore constitute a significant public benefit to the residents of south Placer County.

3.3.5 Ownership and Maintenance of Park Facilities. The County shall own and maintain the park facilities within the Project. Costs for park maintenance shall be paid through the formation of and property owner participation in a Zone of Benefit within County Service Area (CSA) No. 28. Landowner agrees to prepare and/or execute such additional and further documents as may be necessary to create said zone of benefit and to establish a charge or assessment for such service.

3.3.6 Maintenance Equipment. Landowner shall provide, on a one time basis, certain maintenance equipment to the County limited to that listed and described in **Exhibit J-2**, attached hereto and incorporated herein. Such equipment shall be provided to County at the time of County acceptance of Bickford Ranch Phase I.

3.4 Natural Open Space and Trails - Preservation and Maintenance. Landowner shall preserve and maintain significant acreage within the Project for natural open space, and Landowner shall construct a trail system, both as shown in the Specific Plan. Such natural open space and trail areas shall be open to the public and therefore constitute a significant public benefit to the residents of south Placer County.

3.4.1 Ownership of Natural Open Space. Prior to County approval of the

final subdivision map creating the 1st residential small lot, Landowner shall convey in fee the Project's natural open space to the master homeowners' association (Master HOA), public agency other than County, or any other non-profit management or preservation entity acceptable to County, and such entity shall be responsible for maintaining the natural open space.

3.4.2 Ownership of Trails. Prior to County approval of the final subdivision map creating the first residential small lot, Landowner shall convey an easement to County for the trail system as shown in the Specific Plan. Landowner shall construct the complete trail system as required by the Specific Plan to standards approved by the County, and in accordance with the schedule set forth in the Specific Plan. County shall be responsible for maintaining the trail system; provided, however, the costs of maintenance shall be paid through the formation of and owner participation in a Zone of Benefit within County Service Area (CSA) No. 28. Landowner agrees to prepare and/or execute such additional and further documents as may be necessary to create said zone of benefit and to establish a charge or assessment for such service prior to the County approval of the final subdivision map creating the first residential small lot.

3.5 Fire Protection and Public Safety Facilities. Prior to County approval of the final subdivision map creating the 250th residential lot, Landowner shall order the apparatus necessary to equip the fire station described in **Exhibit K,** attached hereto and incorporated herein. Prior to County approval of the final map creating the 500th residential lot, Landowner shall complete construction of fire station located as shown and described in **Exhibit L,** attached hereto and incorporated herein by reference.

3.5.1 Fire Protection and Public Safety Improvements In-Lieu of Fees. Acquisition of the fire protection apparatus and construction and dedication to County of the fire station shall satisfy Landowner's obligations to pay fire protection fees to Placer County Fire Department for the Project. The parties agree that the obligations incurred by Landowner exceed the amount of Landowner's fee obligation. Such fire protection facilities shall constitute a significant public benefit to the residents of south Placer County.

3.5.2 Space for Sheriff Service Center. The fire station shall be constructed to include up to 600 square feet to be used as a Sheriff Service Center. Prior to the issuance of a certificate of occupancy for the fire station, Landowner shall pay to County up to $104,000 to provide basic furnishings for the Sheriff Service Center, and to the extent money remains available, equipment for the park facility.

3.5.3 Annual Fire Protection Charge. Landowner agrees to prepare and/or execute such documents and take such additional actions as may be necessary to create a zone of benefit within County Service Area No. 28 and to establish a fee, charge or assessment on each lot within the Project to pay for fire protection services

within the Project, and agrees to pay any such fee, charge or assessment.

3.5.4 Fire District Payment. In the event that one of the two fire protection agencies currently serving the Project withdraws its application to the Placer County Local Agency Formation Commission (LAFCO) that proposes to annex the entirety of the Project into its boundaries, and that agency agrees to detach that portion of the Project currently within its boundaries so that it may be served by the other agency, and LAFCO approves such detachment and the annexation of the Project in its entirety into the boundaries of the other agency, in order to partially offset the possible loss of projected revenue, Landowner shall pay to that fire protection agency the sum of $150,000 upon completion of the LAFCO proceedings and any litigation related thereto.

3.6 Supplemental Public Facilities Contribution. The Project is subject to and shall pay the County Public Facilities Fee. In addition, Landowner shall pay to County a supplemental public facilities contribution (Supplemental Public Facilities Contribution) of $498.97 per market rate residential unit. Such fee shall be paid as a significant regional and public benefit to south Placer County residents. Payment of the Supplemental Public Facilities Contribution shall be made at the time of issuance of a building permit for each market rate residential unit.

The Supplemental Public Facilities Contribution shall be subject to annual adjustment in accordance with the annual adjustment for the County Public Facilities Fee that is calculated pursuant to Placer County Code section 2.120.090(B).

3.7 Contribution for Additional Community Facilities. Landowner shall pay to County a contribution of $1,457.40 per market rate residential unit for community facilities (Community Facilities Contribution). Such Community Facilities Contribution shall be paid to County and shall be applied to facilities, by way of example only, as listed in **Exhibit M,** attached hereto and incorporated herein. Payment of this contribution shall be made at the time of issuance of a building permit for each market rate residential unit.

The Community Facilities Contribution shall be subject to annual adjustment in accordance with the annual adjustment to the County Public Facilities Fee that is calculated pursuant to Placer County Code section 2.120.090(B).

3.8 Contribution to Public Open Space. Landowner shall pay to County a contribution of $2,000 per market rate residential unit for acquisition and/or maintenance of public open space. Such contribution shall be paid as a significant regional and public benefit to Placer County. Payment of this contribution shall be made at the time of issuance of a building permit for each market rate residential unit.

The Public Open Space Contribution shall be subject to annual adjustment in accordance with the annual adjustment to the County Public Facilities Fee that is calculated pursuant to Placer County Code section 2.120.090(B).

3.9 Air Quality Mitigation Fee. In addition to other mitigation measures adopted for the Project to mitigate project impacts to air quality, Landowner shall pay to County the sum of $221.19 per market rate residential unit. Such amount shall be paid at the time of issuance of building permit for each market rate residential unit within the Project.

The Air Quality Mitigation 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 2.120.090(B).

3.10 Reservation of School Site. Notwithstanding Government Code section 66480, Landowner shall reserve the public school site 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 Landowner and the Loomis Union School District may mutually agree.

3.11 Construction Noise and Construction Hours. Condition of approval #34 of the approved Bickford Ranch Small Lot Tentative Subdivision Map (Condition #34) sets forth the limitations for construction noise and construction hours for the Project. The provisions of Condition #34 are incorporated herein by this reference and made a part hereof. In the event the County determines that a violation of Condition #34 by Landowner or any contractors, sub-contractors, builders, or persons working on the project site that are employed by others, has occurred, Landowner shall be issued a stop work order by the Department of Public Works prohibiting all construction on the site for a minimum of one working day and shall be required to post security in the form of cash, certificate of deposit, or letter of credit and acceptable by the Planning and Public Works Directors, with the County in the amount of $10,000 before the stop work order is removed. The security shall remain in place until completion of the Project and Landowner shall guarantee that no future violations occur.

In the event that an additional violation is determined to have occurred, a new stop work order will be issued by the Department of Public Works and sanctions shall be imposed by the Public Works Director and Planning Director.

Landowner may request an administrative hearing with the Planning and Public Works Directors in the event Landowner wishes to contest a determination that a violation has occurred. Such a request must be made within 10 days of a determination that a violation has occurred and such a hearing shall be scheduled within 5 days. Any funds deposited by Landowner as security, including any interest earned thereon, and not forfeited at the completion of the Project shall be refunded to Landowner.