

DATE: April 19, 2022

TO: Planning Commission

FROM: David Mohlenbrok, Community Development Director  
Bret Finning, Planning Services Manager

RE: Monument Springs Bridge and Roadway Improvements Subdivision  
Modifications  
Item # 5  
Correspondence

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Subsequent to the publication of the April 19 agenda, additional correspondence was received and is provided for your information.

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**From:** Lance Lutticken <lutticken44@gmail.com>  
**Sent:** Tuesday, April 19, 2022 2:54 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Cc:** Danielle Lutticken <daniellek282@gmail.com>  
**Subject:** Granite Lakes Estates

4/19/2022

RE: Granite Lakes Estates Modification

To: Planning Commission, City of Rocklin

I am writing this email in response to the proposed development of the Monument Springs / Greenbrae neighborhood of our city. Unfortunately I will be unable to attend today's meeting in person however I do have concerns with this proposed plan.

My concern with the proposed plan is the lack of ingress / egress of traffic flow into and out of our neighbourhood. Currently the primary feeder street into our neighborhood is Angular Rd. which is a narrow two lane country style road with no sidewalks or shoulder. Within the past year my family and I have noticed a significant increase in vehicular and pedestrian traffic along Agular between China Garden & Greenbrae. With the current development of "Rocklin Meadows" (27 homes) being built at the corner of Greenbrae & Brookshire as well as the newly constructed houses on Grey Lodge Loop & Agular it is obvious that Agular Road can not safely support the traffic flow that these neighborhoods demand on a daily basis let alone the proposed additional housing units.

In addition to daily usage I have concerns about emergency access as well egress for residents. Where our neighborhood is situated it presents some major challenges especially in terms of access to combat fire. As I referenced last year's fire department annual report it clearly shows that the current neighborhood as well as the proposed development site are in a "very high threat zone to people". The neighborhood sits in the wildland urban interface (WUI) bordered by Secret Ravine and Echo Ridge that has already been identified by the fire department to pose a significantly increased fire threat to the community.

I do acknowledge that we are seeing great growth in our city but with growth we must ensure that our infrastructure keeps up with the demands of that growth. Before we allow additional building in the Greenbrae / Monument Springs area we must have additional ingress and egress plans in place, such as the proposed Secret Ravine bridge. Without the infastruce in place prior to building, I feel that it would be irresponsible of the city to allow additional projects and that it would unnecessarily place the community at risk.

Respectfully Submitted,  
Lance & Danielle Lutticken  
Rocklin Residents

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**From:** ED WESCHE <[ewesche@hotmail.com](mailto:ewesche@hotmail.com)>  
**Sent:** Tuesday, April 19, 2022 1:15 PM  
**To:** Hope Ithurburn <[Hope.Ithurburn@rocklin.ca.us](mailto:Hope.Ithurburn@rocklin.ca.us)>  
**Subject:** Aguilar rd traffic and future development

I am not in favor of any more new home construction that increase's traffic on Aguilar Road . This road was never intended to support the current traffic load it is a fatal accident looking to happen. Honor the "conditions of approval" the city put in place. Begin construction of the Monument Springs Bridge before any more home building...

Ed Wesche

Sent from [Mail](#) for W 4454 Greenbrae RD

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**From:** Vicki Schwermann <[vschwermann@yahoo.com](mailto:vschwermann@yahoo.com)>  
**Date:** April 19, 2022 at 1:17:35 PM PDT  
**To:** Joe Patterson <[Joe.Patterson@rocklin.ca.us](mailto:Joe.Patterson@rocklin.ca.us)>, [jill.gayaldo@rocklin.ca.us](mailto:jill.gayaldo@rocklin.ca.us), [bill.halldin@rocklin.ca.us](mailto:bill.halldin@rocklin.ca.us), [greg.janda@rocklin.ca.us](mailto:greg.janda@rocklin.ca.us), [alyz@rocklin.ca.us](mailto:alyz@rocklin.ca.us), [bret.finning@rocklin.ca.us](mailto:bret.finning@rocklin.ca.us), [dara.dungworth@roclin.ca.us](mailto:dara.dungworth@roclin.ca.us), [nathan.anderson@rocklin.ca.us](mailto:nathan.anderson@rocklin.ca.us), [shawna.nauman@rocklin.ca.us](mailto:shawna.nauman@rocklin.ca.us), [sheri.chapman@rocklin.ca.us](mailto:sheri.chapman@rocklin.ca.us), [laura.webster@rocklin.ca.us](mailto:laura.webster@rocklin.ca.us)  
**Subject:** Monument Springs Bridge

Dear Honorable Mayor, City Planning Commission and City Council members.

Yesterday I learned that there is a Planning Commission meeting today to discuss Monument Springs Bridge and a request from the developers of Vista Oaks and Granite Lakes Estates. I'm confused as to why the surrounding residents weren't notified of this meeting? Unfortunately I'm out of town and cannot attend.

I learned that Vista Oaks and Granite Lake Estates are requesting to build prior to the construction of the bridge.

"In short, the request from Vista Oaks is to build 58 homes before Monument Springs Road and the bridge are complete. Granite Lakes estates would build 52 for a total between both project at 110 houses. Bond issuance to buy the bridge and approaches requires (the lien to value ratio requirement) about 110 homes."

Over time I have spoken to almost all the residents in Granite Lake Estate, down Aguilar and all the nearby homes that drive down Aguilar daily. Two hundred twenty five residents signed a petition

requesting that the Monument Springs Bridge be built before any further development occurs in our area. This is due to safety concerns for people who walk on Aguilar and are in danger of being hit by a car.

Granite Bluffs which is being built now is a nightmare for Aguilar and has made Aguilar even more dangerous. The fact that they were not required to contribute to the construction of the bridge is irresponsible of the city and county. The bridge should have been completed before even that was done. At the very least, they should have been required to make the sidewalks and street safe before starting construction. This is just one of many examples of a lost opportunity to collect funds towards the construction of the bridge. If those funds had been collected from all the homes that were built starting in 1993 the bridge would have been built long ago. This is an appalling lack of forethought and city planning. This is your opportunity to right the wrongs that have occurred over the past almost 30 years.

If you look at the background report below you will see that there is to be no construction prior to the construction of the bridge.

We, the residents that use or live on Aguilar, implore you to not allow any construction that impacts Aguilar to begin prior the construction of the bridge.

That being said, I understand the need of the developers to make some money in order to pay for the bridge. I believe that part of the development could be built not using Aguilar. I believe the access would be from China Garden or from the Roseville side. I would not oppose that option.

- In 2020, the City earmarked \$1,500,000 towards the construction of the Bridge with the balance to be developer funded.
- The City's 2022-26 Capital Improvement Plan includes funding for future improvements to Aguilar Road: \$150,000 for planning/design work in 21-22, \$500,000 for land acquisition in 22-23, and \$1,500,000 construction and \$225,000 contingency in 23-24 (Total project cost \$2,375,000)

This bridge needs to be built now. A thought could be to allow the developers to build the homes that do not impact Aguilar. Collect \$23,000ish per house when it sold through escrow into account towards payment of the bridge. The City of Rocklin adds that to the \$1.500,000 to pay for the bridge. The city fronts the money to complete the bridge to be refunded by the developer once the houses are completed. The developers would be paying \$2,530,000 towards the bridge. I'm sure prices have risen and this is a random idea but something needs to be done. I hope this new and improved City Planning and City Council will right the wrongs of their predecessors.

Thank you for your time

Victoria Schwermann  
4608 Sycamore Place  
Rocklin  
916-396-9119.

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**From:** Hollie <holliegoepert@yahoo.com>  
**Sent:** Tuesday, April 19, 2022 2:13 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Monument Springs Bridge

To whom it may concern,

We are residents in the community off of Greenbrae Road.

We want the Planning Commission to **DENY** the Request for Modifications of the Conditions of Approval for the Monument Springs Bridge.

Aguilar Road is old and too narrow to support the current traffic as it is. We take this road multiple times a day. **We do not support another home development without the creation of the Monument Springs Bridge to give another point of access for our expanding residential community.**

Thank you,

Graham and Hollie Goeppert

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**From:** Christine Sloan <christine.sloan@me.com>  
**Sent:** Tuesday, April 19, 2022 1:45 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Proposed construction

We are residents on Brookshire Drive in Rocklin. The construction along Aguilar Road has been very disruptive to traffic and the road conditions are horrible. The road is continually torn up and potholes are up and down the road. The extra wear and tear on our vehicles has been frustrating. Please do not approve further construction when the only access is Aguilar. If the proposed solution is Monument Springs Bridge, please ensure that it is built prior to further construction traffic.

Thank you,  
Christine and Cody Sloan  
6290 Brookshire Drive, Rocklin

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**From:** Christina Smith <cmaples02@gmail.com>  
**Sent:** Tuesday, April 19, 2022 1:20 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** 3 new subdivisions concerns

Dear Rocklin Planning Commission,

It has been brought to our attention that developers are attempting to bypass the construction of the Monument Springs bridge and build more homes at the end of Greenbrae Rd. As a resident of Greenbrae road, this is very concerning. With current development already in progress off of Greenbrae and Aguilar, this would only create more traffic issues in the area. Even upon the current development completion, this would add years of construction traffic on Aguilar road. It would be in the city's best interest to deny the developers of this request. The Monument Springs Bridge and a fix to Aguilar road should be completed first.

Why does the Planning Commission and the City Council allow these developers to continue to delay the bridge knowing this creates heavy traffic issues and quality of life for all the residents in our area?

Thank you for your time,  
Christina & Dustin Smith  
4524 Greenbrae Rd

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Christina Smith  
[cmaples02@gmail.com](mailto:cmaples02@gmail.com)

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**From:** Carol Rubin <midwaydrivewoodland@gmail.com>  
**Sent:** Tuesday, April 19, 2022 12:31 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Monument Springs Bridge, questions for City Planners

Hello, After reading the documents referenced in this item, I have a number of questions about the Monument Springs Bridge project that I hope the City of Rocklin planners and/or the Planning Commission can address at tonight's hearing:

**Exactly how many permits are the developers requesting before bridge construction begins?**

Staff Report P 6--- says the builders want 110 permits issued before construction of the bridge begins But the modified proposal is 78 for GLE? Does this include the 48 already built?

See P 4 of the addendum to the previous EIR: 57 for Vista Oaks II (10) and III (47)

**= 135 permits (78 GLE+57 VO)? Or 87 permits (30 GLE + 57 VO) or 110 permits? (how derived?)**

**How certain is BOLD Funding?**

In the Staff Report and proposed resolutions, the “developers” (GLE, VO & HPA? – please spell out specifically who is bound by these agreements) are only required to “cooperate in the formation of a BOLD CFD.” If this “cooperation” does not result in issuance of BOLD financing or if the agreement falls apart (developers can sell to another investor, go bankrupt, or decide to wait for better economic conditions to complete a phase, for example) before the 85/110/135 building permits issued for bridge construction to BEGIN it appears that development would proceed up to 110 houses even if BOLD funding does not materialize.

From the Staff Report (p 6)

*To that end the Granite Lake Estates and Vista Oaks representatives have initiated the first steps in the process to obtain BOLD CFD bond issuance to fund the construction of the Monument Springs bridge and roadway extensions. They retained the firm of Development & Financial Advisory, who has done other BOLD CFDs in the City, which determined that to achieve the required loan to value (LTV) and debt service coverage (DSC) needed to support an initial BOLD CFD bond issuance, between the three projects an estimated total of 110 building permits would need to be issued prior to the start of bridge construction.*

*The City’s CFD underwriter, Piper Sandler, has independently examined and confirmed the analyses supporting this figure*

**Exactly who are the “three projects” referred to? GLE & VO II & III? GLE, VO & HPA? Some other combo? How many parties are going to have to agree to this BOLD funding plan?**

Staff Report P 7:

*This entire proposal, to allow home construction to proceed ahead of completion of the Monument Springs bridge and associated roadway improvements in order to allow for the issuance of bonds to fund construction of those improvements, rests upon the requirement that the projects, independent of the BOLD process, will post performance and completion bonds for any unfinished improvements, including the construction of the Monument Springs bridge and roadway improvements, with each phase of the respective projects for which recording of a final map is requested. Building permits for construction of homes within a given phase of a subdivision may not be issued prior to recording of a final map, with the exception of a limited number of building permits for model homes. When a final map is recorded it is generally assumed that the majority of required improvements (streets, utilities, etc.) have been completed So BOLD funding is not required? What does this language mean exactly? If the developers have to post performance bonds anyway, why the BOLD funding requirement?*

**What exactly will happen if 109 houses are built (i.e., BOLD trigger is not reached) but the Bridge is not? Lots of vague language in the proposed resolutions.**

*Staff Report P 7: With regard to the Granite Lake Estates, Vista Oaks, and Highlands Parcel A subdivisions, it would be expected that, as each phase developed, the respective developer would enter into a subdivision improvement agreement and post performance bonds for any remaining work within the phase, including*

WHAT? “It would be expected??” not “required?”

Staff Report P 7:

*“ with the subdivision improvement agreement and performance bonds in place, the City and the public would be assured that funding to complete the Monument Springs bridge and roadway improvements would be in place prior to construction of any new homes, with the possible exception of a limited number of model homes*

**But funding is NOT assured; only that the developers “cooperate in seeking a BOLD agreement”:**

P 10 of GLE proposed resolution:

*i) The subdivider shall have cooperated in the formation of a Bond Opportunities for Land Development (BOLD) Community Facilities District (CFD)*

P 19 of GLE proposed resolution:

*The landowner and City will cooperate in the formation of a Bond Opportunities for Land Development (BOLD)*

*Community Facilities District (CFD) for purposes of financing construction of the Monument Springs Bridge and roadway extension*

P 1 of VO proposed resolution:

Both the Vista Oaks and Highlands Parcel A project have conditions of approval requiring that extension of Monument Springs Drive, up to and including the Monument Springs Bridge, be constructed prior to filing a final map for either Phase II or III of Vista Oaks, or for the single phase of Highlands. All three (3) current property owners (for Vista Oaks, Highlands Parcel A, and Granite Lake Estates) have cooperatively engaged consultants and created the process and timeline by which a Bond Opportunities for Land Development (BOLD) Community Financing District (CFD) might be formed to build the bridge and associated approach improvements, all of which were previously contemplated and approved. The City’s bond consultant underwriter (Piper Sandler) has confirmed the methods and means presented by the landowners and their financing consultant. To create the BOLD CFD the developers must complete site improvements and build approximately 110 homes

**“might” be formed? Not “will be formed”**

P10 of VO proposed resolution:

*iii. The subdivider shall have cooperated in the formation of a Bond Opportunities for Land Development (BOLD) Community Facilities District (CFD) consistent with policies and procedures for Land Secured Financings adopted pursuant to Resolution No. 2005-112 for purposes of financing construction of the Monument Springs bridge*

Thank you

Carol Rubin  
5770 Aguilar Road

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From: Deborah Dillon <deborahmdillon@gmail.com>  
Sent: Tuesday, April 19, 2022 11:40 AM  
To: Meeting Comments <MeetingComments@rocklin.ca.us>  
Subject: Monument Springs Bridge

Dear Planning Commission:

My name is Deborah Dillon and I reside in Granite Lake Estates, near the end of Greenbrae Road where the proposed development of 30 homes will be built. I have observed first-hand what the residents of Aguilar Road have had to endure as construction along their "country road" has occurred. It is way past time to give them and those of us who use the road a modernization of Aguilar and an alternative route to the neighborhoods beyond. I thought that when the Aguilar Road area was incorporated into Rocklin that it would bring sidewalks and light to the street, making it a safer place to walk and drive. Adding the travel of residents of another 30 homespun top of the 27 that are currently being built with no plans for the building of the Monument Springs Bridge is worrisome. Not only will the residents stress this narrow road, but the construction traffic will bring heavy truck and equipment down Aguilar, as well.

Please consider ensuring that a bridge be built before granting more building permits.  
Thank you for your time,  
Deborah Dillon

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**From:** Jon Buch <jdbuch1@gmail.com>  
**Sent:** Tuesday, April 19, 2022 10:32 AM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Cc:** Jon Buch <jdbuch1@gmail.com>  
**Subject:** Planning Commission review of expanded development for Granite Lakes Estates/Vista Oaks/Highlands

To whom it may concern,

I am a resident of Granites Lakes Estates on Brookshire Dr in Rocklin. I am writing because I understand there is a hearing regarding additional home development in the area and there is a proposal to again delay prioritization/funding/construction of the Monument Springs Bridge. I am not able to attend the meeting so I am providing feedback via email.

I have been a resident of the neighborhood since 2009 and have seen the construction of the bridge deferred at least three times as continued development projects are approved. The primary and sole access point is Aguilar Rd which is an undeveloped county road, is not conducive to the levels of motor and pedestrian traffic currently on the road (much less the added traffic from additional homes), and has been left in deplorable condition by recent construction projects. Furthermore, I am concerned about Aguilar Rd being the primary exit route in the event of an emergency (assuming an emergency impacted the area west of the Aguilar and Greenbrae intersection).

I have seen the Rocklin Planning Commission and City Council continue to defer construction of the Monument Springs Bridge with the promise that the next construction project will be required to fund the bridge. How many more times will the bridge construction be deferred? In a recent City Council meeting, it was stated by city officials that "not one more home" would be built without the bridge being prioritized, however here we are again facing approval of at least 30 more homes to be constructed without the bridge.

The Planning and City Councils need to consider their past guidance/promises, the impact of continued construction and increased citizen/motor traffic on an undeveloped and unsafe road (Aguilar) especially with regard to their citizens safety, the availability and flow of emergency vehicle and citizen traffic in the event of an emergency, their own past decisions/guidance that the next construction project (this will now be the fourth "next" project) will warrant construction of the bridge, and finally prioritize construction of the bridge.

Thank you for your consideration of my comments.

-- **Jon Buch**

[jdbuch1@gmail.com](mailto:jdbuch1@gmail.com)

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**From:** David <djlubeck@msn.com>  
**Sent:** Tuesday, April 19, 2022 9:57 AM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Granite Lakes Estates Modification

I understand that tonight there will be a discussion to add more homes and in turn more traffic to Aguilar road. This road can not take more traffic. Years ago my daughter named it "The Suicide Street" because at that time it was too dangerous to walk on. You do not see people walking on Aguilar any more. Now it is getting to dangerous to drive on. The road conditions are so bad that people drive on the wrong side of the road to avoid the pot holes.

The Monument Springs Bridge must be built to protect this community.

To me Aguilar is a clogged artery. It needs the bypass to give life to our neighborhood. What the city is doing allowing 30 homes at a time to be built would be like a doctor letting a patient put on 30 pounds at a time but not giving them the life saving bypass surgery to save them. The city putting in 30 homes every few years may not sound like much, but after doing that many times over you are killing this beautiful neighborhood.

Please uphold the promise made to this community and first build the bridge and then add the homes. You promised, now is the time to back up your promise.

David Lubeck  
6317 Monument Springs Drive  
Rocklin CA

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**From:** Angel Armstrong <angel.armstrong@yahoo.com>  
**Sent:** Tuesday, April 19, 2022 9:42 AM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Monument Springs Bridge

Good Morning,

Thank you to the Planning Commission for meeting to discuss the Monument Springs Bridge this afternoon. And thank you for giving consideration to the current residents and our concerns about the building of future homes given the current infrastructure.

My family is concerned about the amount of construction and residential traffic which will traverse our neighborhood streets if the City of Rocklin allows the building of new homes before constructing the MSB. Aguilar Rd is the ingress/egress path most people are forced to take and its barely a two lane road in parts of it. On one occasion, I had to pull over for a little boy, Bowen, about three years old, who was crouched in the bushes trying not to get hit by the passing cars, traveling too fast, and couldn't see him. Fortunately, he was so bright that he knew his mother's phone number and I was able to stay with him until Dad came to get him.

There is also a large number of youth and adults who walk, run, ride bikes, etc., along Aguilar, which adds to the risk of accidents and injuries. Adding sidewalks and a bike lane would be greatly appreciated but would not really alleviate the danger associated with heavy traffic on that narrow road. We sincerely hope you consider building the MSB before building new homes. We do realize the City's budget may not include the MSB as a line item but hope you could adjust the budget for it.

If you would like to reach out, my contact information is; cell 916.301.2592, email [angel.armstrong@yahoo.com](mailto:angel.armstrong@yahoo.com).

Have a great rest of your day.  
Very Respectfully,  
John, Angel, and Trevor Ruffcorn

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**From:** rcaretti <myalexis2003@aol.com>  
**Sent:** Tuesday, April 19, 2022 5:38 AM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Additional New Housing Construction Grante Lakes Estates/Vista Oaks/Highlands

Planning Commission: I am a Resident of the [Rocklin](#) area since 1980 and in Particular the [Aguilar Road/Greenbrae Rd](#) Area for the past 14 yrs. A major concern to me since moving to this area was the access via [Aguilar Rd](#). This is a major substandard Road. Extremely dangerous and unsafe for the

residents and traffic in 2010 and 100 times more dangerous since the addition of two more construction projects since 2020.

[Aguilar](#) Rd must be brought up to current standards for safety for existing residents prior to any more [additional](#) Traffic, whether it be Residential or Construction. The area also must have a Monument Springs Bridge in place prior to the consideration of new Housing Projects. This is an absolute condition for further Housing Expansion.

Please do not approve the additional development in the area. For the safety and well being of the area Residents the Request by Developers to construct another 30 homes with out [Aguilar](#) Rd and the Bridge being in place must be denied.

Thank You for making the Right Decision and Denying the Developers Request.

Ronald E. [Caretti](#)  
4484 [Greenbrae](#) Rd  
[Rocklin](#), California 95677

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**From:** Evanne Conley <evannejconley@icloud.com>  
**Sent:** Monday, April 18, 2022 7:42 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Monument Springs Bridge

Dear Commissioners McKenzie, Cortez, Bass, Barron, and Vass:  
Regarding the Granite Lake Estates and Vista Oaks Modifications of the Conditions of Approval, I respectfully request that you **deny** the proposed Modifications.

As a resident on Aguilar Road, construction of the the Monument Springs Bridge is an absolute necessity before any additional communities proceed. The current level of traffic on Aguilar road is extremely unsafe and should be addressed immediately.

Thank you for your time.  
Evanne Conley

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**From:** Ftaylor844 <ftaylor844@aol.com>  
**Sent:** Monday, April 18, 2022 7:40 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** DO NOT BYPASS the current development agreement

Staff:

Please DO NOT BYPASS THE CURRENT DEVELOPMENT AGREEMENT TO CONSTRUCT THE MONUMENT SPRINGS BRIDGE (MSB) BEFORE ANY MORE BUILDING PERMITS ARE ISSUED. DO NOT EXTEND THE PERMITS TO ALLOW MORE HOUSES WITHOUT THE CONSTRUCTION OF THE MONUMENT SPRINGS BRIDGE.

Respectively,

Floy & Moses Taylor  
4441 Greenbrae Road  
Rocklin, CA 95677  
(408) 226-5826

=====  
**From:** Abdul Siddique <abdul.siddique@gmail.com>  
**Sent:** Monday, April 18, 2022 6:14 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Fwd: City of Rocklin General Plan

Thank you for the information, I reviewed them at my best. If I understood them correctly, the new single family houses are planned to be built right and left of the Ursula Way,

[https://www.rocklin.ca.us/sites/main/files/file-attachments/granite\\_lake\\_estates\\_modification\\_project\\_info.pdf?1648221821](https://www.rocklin.ca.us/sites/main/files/file-attachments/granite_lake_estates_modification_project_info.pdf?1648221821)

**1. How far are ( in feet?) these new houses from Ursula way to the east?**

**2. Are these new proposed houses single or double story?**

I attached my parcels sketch for understanding, please see attached "455-210-006-000\_325 ADRIANA CT". It may help to conceptualize my point of view. I was suspecting I'll end up sharing my north fence (046-020-071-000\_Right Behind my home) with multiple houses in the backyard, so it would be a privacy concern. If you could **please help me understand the parcel's (046-020-071-000\_Right Behind) planning that I would share alongside my north fence in future** that would be greatly appreciated.

**3. How many houses per acre this lot has? the zoning ?**

Currently there is a dirt road between my parcel#455-210-006-000 & the adjacent parcel #046-020-071-000.

**4. Would the dirt road stay or will go away situated alongside the north fence of my house, please reply!**

Please address these questions, if you need additional property information I'll be best reached at 916-580 9110,

Thank you,

**Abdul Siddique**  
325 Adriana Court  
Roseville, CA 95661

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**From:** Carol Rubin <midwaydrivewoodland@gmail.com>  
**Sent:** Monday, April 18, 2022 5:57 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Cc:** Justin and Jessica Rozek <jjrozek@gmail.com>  
**Subject:** No new building permits without Monument Springs Bridge

Good Evening,

I am a property owner on Aguilar Road. I wholeheartedly support the comment (attached) submitted by Jessica and Justin Rozek concerning the planned Granite Lake Estates/Vista Oaks/Highlands Parcel developments.

Traffic along Aguilar Road is already too dangerous for a roadway of this size and Rocklin Meadows isn't even built out yet. The best solution to the Aguilar Road traffic issue is to build the promised Monument Springs Bridge. Until the bridge is built, traffic congestion, noise and air pollution on Aguilar will increase, and access for emergency vehicles and emergency egress for residents will worsen.

As long as funding for the Monument Springs Bridge depends on agreements with multiple developers, any of whom may go bankrupt, sell out to other investors, or simply change their minds, this bridge will never be built. I do not understand why the City of Rocklin is letting a bunch of deep-pocket outfits worth billions of dollars push them around over a few million to fund the bridge. The City has to stand firm and let it be known that not a single building permit will be issued until bridge funding is deposited in a cast-iron escrow account, no matter what happens to the developers or their plans.

Carol Rubin  
5770 Aguilar Road

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From: rudytw811@gmail.com <rudytw811@gmail.com>  
Sent: Monday, April 18, 2022 5:52 PM  
To: Meeting Comments <MeetingComments@rocklin.ca.us>  
Subject: Monument springs drive and bridge

Sent from my iPhone. As a resident of monument springs drive I find it astonishing that our city and planning commission would consider the same failed proposals of the last two decades concerning this bridge and roadway. The city should fund this bridge and road prior to building any more homes. Monies gained from future property taxes will more than reimburse our city. Do the right thing, don't keep making the same failed policies of the past, over and over. Thanks

=====  
**From:** Jim Clifford <ltcjimclifford@gmail.com>  
**Sent:** Monday, April 18, 2022 3:17 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Concerns about traffic issues on Aguilar Road with proposed developments

Commissioners McKenzie, Cortez, Bass, Barron, and Vass:

Regarding the Granite Lake Estates and Vista Oaks Modifications of the Conditions of Approval, I respectfully request that you deny the proposed Modifications.

You may or may not be aware of the long-standing issue of the Monument Springs Bridge (MSB) associated with the GLE/VO properties, resulting from the failures of previous City and Placer County officials which continue to negatively affect our residences and quality of life. These failings resulted in the MSB not being completed decades ago. In summary, the City set *Conditions for Approval* for any future development (specifically GLE/VO/ Highlands Parcel) with a trigger (the 49th permit) to initiate construction of the bridge before any additional permits are issued. That was after the City allowed Developer #1 to complete 40 homes before the bridge to "offset the construction cost" (Staff Report, May 28th 2002), then allowed Developer #2 to push out construction to the 48th permit (Staff Report February 23, 2010 referencing Planning Commission meeting dated November 17, 2009). Now in 2022, the GLE and VO3 developers have teamed up to again request another delay in the bridge at the 78th permit. All while the developers/owners of the GLE and VO properties were well aware of the expectations and, more specifically, the *Conditions of Approval* for development of these properties.

The Planning Commission has before it a request by the developers of GLE and VO to extend the 'trigger' for bridge construction from the 49th permit to the 78th permit. What this means is the Developers want to construct another 30 homes, which includes adding years of construction traffic onto Aguilar Road, and only upon completion of these 30 homes will the developer begin the process of permitting, approvals, and construction of the MSB. The City of Rocklin is acutely aware that Aguilar is a substandard, unsafe road for the existing traffic, let alone ANY additional construction or residential traffic. By approving the GLE/VO modifications, the City will be forcing this new construction and additional residential traffic onto Aguilar Rd, the singular access point for this area. The *Conditions of*

*Approval* for the remaining GLE/VO properties were explicitly established to ensure that the MSB was constructed **before** any additional development in the area.

History, context and timelines should be considered when evaluating the existing issues of this area and proposals that are currently before you regarding GLE/VO modifications and the MSB. This isn't the first time, it's the third time that Developers are asking to extend the permits out more houses without the construction of the MSB. The issues surrounding the MSB and poor condition of Aguilar Road are inextricably connected with the GLE/VO properties, which is why the City established the current *Conditions for Approval* and why the request for Modifications of the *Conditions of Approval* must be denied.

There is no guarantee especially considering the current economic climate that the funding mechanism proposed will be viable in 3-5 years following the construction of 30 additional homes in an already challenging area. The MSB must be built before any further development, period. The developer knew the MSB was a requirement *prior* to more homes and the City knows the history and its previous mishandling of the developments in the area. It is time to do the right thing and **uphold the current Conditions of Approval and deny any modifications that do not result in the construction of MSB prior to any additional development.** *If* the GLE/VO developers construct the MSB, then further development can proceed as approved in the General Plan with the construction traffic and residences utilizing the new bridge.

Thank you for your consideration. Please feel free to contact us should you have any questions or would like to discuss this matter further.

James and Teresa Clifford  
4443 Greenbrae Road  
Rocklin, CA  
916-899-1985

=====

**From:** Molly Duckett <duckett.molly@gmail.com>  
**Sent:** Monday, April 18, 2022 2:33 PM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Comments for 4/19/21 Public Hearing

Hello,

As a resident of Viola Way, which backs up to the proposed Vista Oaks Modification proposal, we would like to join our community in expressing concern regarding the increase in dwellings per acre.

We are concerned that the increase in housing will increase the time it will take to build and we will see a significant increase in unwelcome traffic/activity.

Thank you for the consideration,



The Duckett Family

=====  
**From:** Jessica Rozek <jessicacook2016@gmail.com>  
**Sent:** Monday, April 18, 2022 1:32 PM  
**To:** Gregg McKenzie <Gregg.McKenzie@rocklin.ca.us>; robert.cortez@rocklin.ca.us; David Bass <David.Bass@rocklin.ca.us>; Michael Barron <Michael.Barron@rocklin.ca.us>; Michele Vass <Michele.Vass@rocklin.ca.us>; Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Granite Lake Estates & Vista Oaks (Modification Request) - 4/19/22 Planning Commission Meeting

Commissioners McKenzie, Cortez, Bass, Barron, and Vass:

Regarding the Granite Lake Estates and Vista Oaks Modifications of the Conditions of Approval, I respectfully request that you deny the proposed Modifications.

You may or may not be aware of the long-standing issue of the Monument Springs Bridge (MSB) associated with the GLE/VO properties, resulting from the failures of previous City and Placer County officials which continue to negatively affect our residences and quality of life. These failings resulted in the MSB not being completed decades ago. In summary, the City set *Conditions for Approval* for any future development (specifically GLE/VO/ Highlands Parcel) with a trigger (the 49th permit) to initiate construction of the bridge before any additional permits are issued. That was after the City allowed Developer #1 to complete 40 homes before the bridge to "offset the construction cost" (Staff Report, May 28th 2002), then allowed Developer #2 to push out construction to the 48th permit (Staff Report February 23, 2010 referencing Planning Commission meeting dated November 17, 2009). Now in 2022, the GLE and VO3 developers have teamed up to again request another delay in the bridge at the 78th permit. All while the developers/owners of the GLE and VO properties were **well aware** of the expectations and, more specifically, the *Conditions of Approval* for development of these properties.

The Planning Commission has before it a request by the developers of GLE and VO to extend the 'trigger' for bridge construction from the 49th permit to the 78th permit. What this means is the Developers wants to construct another 30 homes, which includes adding years of construction traffic onto Aguilar Road, and only upon completion of these 30 homes will the developer **begin** the process of permitting, approvals, and construction of the MSB. The City of Rocklin is acutely aware that Aguilar is a substandard, unsafe road for the existing traffic, let alone ANY additional construction or residential traffic. By approving the GLE/VO modifications, the City will be forcing this new construction and additional residential traffic onto Aguilar Rd, the singular access point for this area. The *Conditions of Approval* for the remaining GLE/VO properties were explicitly established to ensure that the MSB was constructed **before** any additional development in the area.

History, context and timelines should be considered when evaluating the existing issues of this area and proposals that are currently before you regarding GLE/VO modifications and the MSB. This isn't the first time, it's the third time that Developers are asking to extend the permits out more houses without the

construction of the MSB. The issues surrounding the MSB and poor condition of Aguilar Road are inextricably connected with the GLE/VO properties, which is why the City established the current *Conditions for Approval* and why the request for Modifications of the *Conditions of Approval* must be denied.

There is no guarantee especially considering the current economic climate that the funding mechanism proposed will be viable in 3-5 years following the construction of 30 additional homes in an already challenging area. The MSB must be built before any further development, period. The developer knew the MSB was a requirement *prior* to more homes and the City knows the history and it's previous mishandling of the developments in the area. It is time to do the right thing and **uphold the current Conditions of Approval and deny any modifications that do not result in the construction of MSB prior to any additional development.** *If* the GLE/VO developers construct the MSB, then further development can proceed as approved in the General Plan with the construction traffic and residences utilizing the new bridge.

Thank you for your consideration. Please feel free to contact me should you have any questions or would like to discuss this matter further.

Sincerely,

Jessica Rozek  
4200 Caribou Court  
Rocklin, CA 95677  
916.879.0821

=====

**From:** Rob Kinder <robkinder@comcast.net>  
**Sent:** Monday, April 18, 2022 8:48 AM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** Vista Oaks Modification

Good Morning,

My family is concerned about the request to increase the number of homes in the vista oaks project. The neighborhood is located in the back of existing neighborhoods that already have a steady flow of traffic. Adding even more than the planned number of houses would create an increase number of cars and traffic. We ask that you please limit the amount of parcels to the currently approved amount. Thank you.

Rob Kinder  
Principal  
Davis Joint Unified School District

=====  
**From:** Colleen Kinder <colleenkinder9@gmail.com>  
**Sent:** Monday, April 18, 2022 8:32 AM  
**To:** Meeting Comments <MeetingComments@rocklin.ca.us>  
**Subject:** No to the Vista oaks modification

Hello,

This email is pertaining to the Vista Oaks modification. I wanted to share my concerns about this change and it having a negative impact on our neighborhood. Making this change will effect the neighborhood traffic and the safety of kids getting to play outside. We already deal with fast drivers & many cars parked along side of houses. Adding even more houses would cause additional issues at the nearby park which also has a negative impact on neighbors whom live closes to the park and unsafe travels for kids scootering when sidewalks are not visible and cars having to slow down when a oncoming car is driving by as well. Please do not approve this change.

Thank you,

Colleen Kinder

--

*Always,  
Colleen Kinder*

4/18/22

**RE: Granite Lakes Estates Modification APN# 046-030-070**

Dear City of Rocklin,

It is my understanding that the Planning Commission will consider the tentative subdivision map and general development plan to allow additional residential lots be constructed in the "Monument Springs/ Greenbrae" neighborhood at the April 19, 2023 hearing. I would like to attend the meeting in person, however I will be out of town on business, and so I would like to instead share my thoughts as a longtime resident in that neighborhood and former planning commissioner.

Prior to the construction of the primary housing developments in this region, and as part of the adopted traffic element, the City of Rocklin proposed utilizing developer fees to construct a **bridge across Secret Ravine at Monument Springs Drive** and provide a further means of access/access to these neighborhoods beyond Aguilar Road. Prior to annexation by the City, and as part of what was formerly a County unincorporated "island," most of Aguilar Road (south of China Garden Road) was constructed as a narrow, country road, not meeting the requirements of the City of Rocklin in terms of width and pedestrian amenities.

Since that time, multiple housing developments have been approved including the Granite Lakes Estates (Snyder/ Meritage portions), Rocklin Meadows and Grey Lodge Loop with the City failing to impose any agreement to participate in the construction of the bridge. At each approval the sentiment of the neighborhood has been clear that **no more homes be constructed until the bridge is completed.**

The primary concern is that the single point of access/ egress, coupled with the fact that Aguilar is a narrow road absent of sidewalks, creates both a dangerous vehicle and pedestrian situation, and in the event of a natural disaster and Aguilar is compromised at Greenbrae, the neighborhood has no other way out.

I take no exception to further construction at the top of Monument Springs (accessed off of Scarborough Drive) nor China Garden (accessed off of Rocklin Road and Aguilar Road) as these neighborhoods presently have access/ egress the meet City standards. However, the proposal to construct at least 30 lots on the lower side of Monument Springs (north), without connecting Monument Springs to the upper side (south) continues to add traffic to Aguilar directly. While this is not the fault of the current developer, in the absence of the City to impose these requirements on prior developments, it has left the City and this developer with the shared responsibility.

Unless the City is prepared to find a solution for construction of the bridge prior to the adoption of the home sites, the **development on the lower section of Monument Springs Drive (north) should not be allowed.**

Sincerely,



Brian P. Whitmore, AIA, LEED AP  
President & CEO

Studio **W** Architects

=====  
The following information was forwarded by Mr. Rollie Peterson without cover letter

**From:** rollie peterson <rollieapeterson@yahoo.com>

**Sent:** Tuesday, April 19, 2022 2:53 PM

**To:** Meeting Comments <MeetingComments@rocklin.ca.us>

**Subject:** Planning Commission Meeting April 19, 2022

# PETERSON & KELL

A Law Corporation

11230 Gold Express Drive  
Suite 310 #321  
Gold River, Ca 95670-4484  
Tel: (916) 541-2119  
rpeterson@peterston-kell.com

March 24, 2021

VIA: ELECTRONIC MAIL

*Of Counsel:*  
**Philip W. Kell**

Re: Planning Commission Monument Springs Road Extension Easement

Dear Members:

We represent the Bell Family, whom own the servient estate, having granted the Monument Springs Road Extension Easement. The Rocklin Southeast Circulation Element requires the Monument Springs Drive's extension, including the bridge over Secrete Ravine Creek. I attach several documents that are pertinent to this easement. I have attached the Easement Agreement, between the Bells and Allegany Properties, the original developer of Granite Lakes Estates. Also attached is the Supplemental Agreement between the Bells and Granite Lake Estates LLC, Allegany's assignee. The file attached as "supplemental agreement" actually includes several other documents. These documents include the subdivision final map, Phase 1.

I Attach the Development Agreement between the City of Rocklin and Allegany, which allows for the final subdivision map, in phases. When this agreement was executed, Rocklin had a copy of the Easement Agreement.

The first phase had building lots 1-48. Bike trails, green belts, utility easements, etc., are found within dedicated lots, identified as letters A-O. Lot P of the final map will be the second phase, with the remaining 71 lots. The Development Agreement between Allegany and Rocklin provided that the developer could build 40 home site lots, without having to improve the easement. The Development Agreement provided that once an occupancy certificate issued for a lot in phase one that lot was released from the terms of the Development Agreement. It further provided that the Developer could *not* later collect any monies from the Phase One home buyers to build out the easement (estimated at \$4,000,000).

In the Development Agreement, the City of Rocklin was to form a Mello Roos District, and tax each home owner \$800 a year, until they paid their share of the project. To date that would be about \$250,000. The City did not form the district and the City has not collected any monies from the homeowners.

The Bells however, did not make that same agreement in the Easement Agreement. My clients granted the easement in sole consideration of the easement's development by the developers. It now appears that the city of Rocklin will allow the remainder of the Granite Lake Estates

Property to be developed, without the construction of the road/bridge easement. It does not require that upon the sale of any one of the 71 lots, the developer to pay a proportionate share of the easement development costs. Moreover, the amendment will place a burden on the servient estate to pay for the easements construction. This is the very thing the Bells had required of the developers in granting to them the easement, being the sole consideration they received for their land.

The city also allowed the Highlands' developer to build out two phases of a three-phase development, without participating in the easement's development. My clients are not willing to give away their land, then have to participate in paying for the easement's development.

Before the City allows any amendment of the Development Agreement it must require proportional construction cost on the sale of the 71 lots, and exclude the Bells from any responsibility to contribute upon the sale of their land.

PETERSON & KELL,  
A LAW CORPORATION

By: Dictated but Not Signed  
ROLLIE A. PETERSON, ESQ.

RAP/skh

ORDINANCE NO. 856

ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF ROCKLIN APPROVING A DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROCKLIN  
AND ALLEGHANY PROPERTIES, INC. FOR  
DEVELOPMENT OF THE PROPERTY KNOWN  
AS GRANITE LAKES ESTATES  
(Granite Lakes Estates / DA 2000-01)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

- A. An environmental impact report has been certified for the project;
- B. The development agreement is consistent with and implements the policies of the City of Rocklin's General Plan, including the Housing Element;
- C. The development agreement is compatible with the land uses and development regulations prescribed by the planned development zoning (PDG-2000-08) for the site;
- D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;
- E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site;
- F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The City Council of the City of Rocklin hereby approves the development agreement by and between the City of Rocklin and Alleghany Properties, Inc. Relative to the Development Known as Granite Lakes Estates, attached hereto and incorporated by reference herein as Exhibit 1.

Section 3. The City Council of the City of Rocklin hereby directs the Mayor to sign the Development Agreement By and Between the City of Rocklin and Alleghany Properties, Inc. Relative to the Development Known as Granite Lakes Estates on behalf of the City of Rocklin and directs City Clerk to record said document with the Placer County Recorder.



Section 4. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.


PASSED AND ADOPTED this 11th day June, 2002, by the following roll call vote:

AYES: Councilmembers: Magnuson, Storey, Lund


NOES: Councilmembers: None

ABSENT: Councilmembers: Hill, Yorde

ABSTAIN: Councilmembers: None

  
Kathy Lund, Vice Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

First Reading: 5-28-02

Second Reading: 6-11-02

Effective Date: 7-11-02

E:\clerk\ord\Granite Lakes DA Ordinance.doc

RECORDING REQUESTED BY  
AND RETURN TO:

CITY CLERK  
CITY OF ROCKLIN  
3970 ROCKLIN ROAD  
ROCKLIN, CA 95677



PLACER, County Recorder  
JIM MCCAULEY Co Recorder Office  
**DOC- 2002-0079207**

Wednesday, JUL 10, 2002 09:38:19  
NOC \$0.00

Ttl Pd \$0.00

Nbr-0000655516

rec/R2/1-35

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**DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN THE**  
**CITY OF ROCKLIN**  
**AND**  
**ALLEGHANY PROPERTIES, INC.**  
**RELATIVE TO THE DEVELOPMENT KNOWN AS**  
**GRANITE LAKE ESTATES**

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**DEVELOPMENT AGREEMENT  
CITY OF ROCKLIN/ALLEGHANY PROPERTIES, INC.  
GRANITE LAKE ESTATES**

This Development Agreement ("Agreement") is entered into this 11th day of June, 2002 ("Effective Date"), by and between the CITY OF ROCKLIN, a Municipal Corporation of the State of California, ("City") and ALLEGHANY PROPERTIES, INC., ("Developer") pursuant to the authority of Government Code sections 65864 through 65869.5.

**RECITALS**

**A. Authorization.**

To strengthen the public planning process, encourage private participation in comprehensive long range planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65864 et seq. authorizing the City to enter into a development agreement with any person or business entity having a legal or equitable interest in real property within the City regarding the development of such property and establishing certain development rights therein.

**B. Development Agreement Procedures.**

The City has adopted policies, ordinances, procedures, and requirements regarding its consideration of development agreements. This Agreement has been processed, considered, and executed in accordance with those City policies, ordinances, procedures, and requirements.

**C. Property.**

Developer has a legal and equitable interest in those certain parcels of land consisting of approximately 80 acres situated in the City of Rocklin, County of Placer (hereinafter, the "Property"), as more particularly described and shown in Exhibit "A," attached hereto and by this reference incorporated herein. The nature of this ownership and equitable interest is such that Developer has or will have control of the use of the Property as contemplated by this Agreement.

**D. Planning Commission Consideration and Recommendation.**

On March 19, 2002, the City of Rocklin's Planning Commission, designated by Rocklin Municipal Code section 17.92.110 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 the Granite Lakes Estates Subdivision development project including the Final Environmental Impact Report (EIR) (hereinafter the "Project")

and this Agreement and recommended that the City Council of the City of Rocklin approve this agreement.

**E. Environmental Impact Report.**

On May 28, 2002, the City Council of the City of Rocklin, in a duly noticed public hearing, in Resolution No. 2002-165, certified as adequate and complete the Final Environmental Impact Report ("EIR") (EIR-2000-01) for the Granite Lake Estates Project. Mitigation measures were identified in the EIR and are incorporated to the extent feasible in the conditions of approval for the Project and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

**F. Entitlements.**

The City Council of the City of Rocklin has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1. Tentative Subdivision Map (SD-2000-02), Resolution No. 2002-166
2. Oak Tree Preservation Permit (TRE-2000-33), Resolution No. 2002-166
3. General Development Plan. (PDG-2000-08), Ordinance No. 855
4. Mitigation Monitoring Program (EIR-2000-01), Resolution No. 2002-165

The approvals described in paragraphs 1 through 4, inclusive, are referred to herein as the "Entitlements."

**G. General Plan.**

Development of the Property in accordance with the Entitlements and this Agreement will provide for orderly growth and development of the area as contemplated by, and consistent with, the goals, policies, and other provisions of the City of Rocklin's General Plan.

**H. Substantial Costs to Developer.**

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

**I. Development Agreement Ordinance.**

The City and Developer have taken all actions mandated by, and have fulfilled all requirements set forth in, the Development Agreement Ordinance of the City of Rocklin, Title 17, Chapter 17.92 of the Rocklin Municipal Code.

**J. Consistency with General Plan.**

Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council of the City of Rocklin, in approving this Agreement, specifically finds as follows:

1. This Agreement and the Entitlements are consistent with the objectives, policies, general land uses, and programs in the City of Rocklin's General Plan;
2. This Agreement and the Entitlements are compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the Property is located;
3. This Agreement and the Entitlements are in conformity with the public convenience, general welfare, and good land use practices;
4. This Agreement and the Entitlements will not be detrimental to the health, safety, and general welfare of persons residing in the general neighborhood of the Property or the City of Rocklin as a whole;
5. This Agreement and the Entitlements will not adversely affect the orderly development of the Property or the preservation of property values; and
6. This Agreement is consistent with and is subject to the provisions of Government Code sections 65864 through 65869.5.

**K. Property Description and Binding Covenants.**

The Property is that property described in Exhibit A. The City and Developer recognize and determine that the terms and conditions of this Agreement constitute covenants that shall run with the Property and the benefits and burdens hereof shall bind, and be legally enforceable by, each of them and/or all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Developer" shall mean and refer to Alleghany Properties, Inc., and each and every subsequent purchaser or transferee of the Property or any portion thereof from Developer.

## AGREEMENT

### 1. DEFINITIONS

**"City Manager"** means and refers to the City Manager of the City of Rocklin.

**"County"** means and refers to the County of Placer.

**"Council"** means and refers to the City Council of the City of Rocklin.

**"Conditions of Approval"** means and refers to the conditions attached to the Entitlements and shall be collectively included in any reference to the Entitlements.

**"Developer"** means Alleghany Properties, Inc., or, where applicable, its successor(s) in interest.

**"Developer Improvements"** means and refers to those improvements required of Developer under the Entitlements and any Subsequent Approvals.

**"Entitlements"** means Tentative Subdivision Map (SD-2000-02), Oak Tree Preservation Permit (TRE-2000-33), General Development Plan. (PDG-2000-08), and EIR and Mitigation Monitoring Program (EIR-2000-01) inclusive.

**"General Plan"** means and refers to the General Plan of the City of Rocklin.

**"Subsequent Approvals"** means and refers to all approvals by the City, whether discretionary or ministerial, requested or agreed to by Developer, required under the Entitlements, or required by City laws, rules, regulations, or official policies, which are necessary or desirable for development of the Property and which occur on or after the Effective Date of this Agreement.

Subsequent Approvals may include, but are not limited to, final subdivision maps, grading permits, encroachment permits, building permits, zoning approvals, boundary adjustments, certificates of occupancy, certificates of compliance, modifications to the current zoning, and modifications to the Entitlements.

### 2. COMMENCEMENT AND EXPIRATION

- a. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall extend for a period of ten (10) 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.

**b. Termination; Extension of Time.**

Following the expiration of the initial term this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of this Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

If any litigation affecting development of the Property is filed challenging the Entitlements, any Subsequent Approvals, or this Agreement, including, but not limited to, any environmental determinations related to any of the foregoing, or challenging the validity and binding nature of this Agreement, the term of this Agreement shall be extended for the period of time such litigation is pending. Upon the conclusion of such litigation by dismissal or entry of final judgment, Developer and the City shall indicate the period of such extension by amendment to this Agreement and by recording a notice of such effect.

**3. DEVELOPMENT OF THE PROPERTY**

**a. Vested Right to Develop.**

- i. This Agreement confers on Developer vested development rights to use and develop the Property in accordance with the terms and conditions of the Entitlements and this Agreement. Except as otherwise specified in this Agreement, the laws, rules, regulations, and official policies governing the permitted uses of the Property, the density and intensity of use, and the design, improvement and construction standards and specifications applicable to the on-site development and use of the Property, are those of the City of Rocklin in force on the Effective Date.
- ii. All subsequent actions applicable to the Property, including applications made to City for Subsequent Approvals necessary or convenient to exercise the development rights under the Entitlements, and actions to abate nuisances and other activities injurious to the public health, safety, and welfare, shall be subject to the laws, rules, regulations and official policies of City then in effect; provided that these laws, rules, regulations and official policies shall not be applied in a manner that will interfere with the full exercise of Developer's rights under the Entitlements or to prohibit Developer from applying for, or City from taking action on, a modification to the Entitlements and any conditions of those Entitlements.



Actions of the City which would be deemed to interfere with the full exercise of Developer's rights under this Agreement are actions which limit or reduce the density or intensity of the Project as permitted under the Entitlements, or which change the location of roads, grading, or other improvements included in the Entitlements.

In addition (and to the extent all necessary Subsequent Approvals of a discretionary nature have been obtained and have been made a part of the Development Agreement) actions which would be deemed to interfere with the full exercise of Developer's rights under this Agreement are actions which limit or control the timing or phasing of construction, which restrict or limit Developer's ability to receive building permits, or which limit the rate of development over time, unless such actions apply on a Citywide basis, or apply uniformly to all properties within the City which are zoned in the same classification as this Property as set forth in the Entitlements.

- iii. This section shall not preclude the application to the Property of changes in City laws, rules, regulations, or official policies specifically mandated by county, state, other state or local agencies with applicable jurisdiction, or federal laws, rules, or regulations.
  - iv. This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, or to limit discretion of the City or any of its officers or officials with regard to rules, ordinances, regulations, or policies that require the exercise of discretion by the City or any of its officers or officials, provided that subsequent discretionary actions do not interfere with the full exercise of Developer's rights under this Agreement as described in part ii, above.
- b. **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.
  - c. **Taxes, Fees and Assessments.** Development of the Property and the Project under this Agreement shall be subject to all existing and future City fees, taxes and assessments; provided that these fees, taxes, or assessments do not unreasonably interfere with the full exercise of Developer's rights under the Entitlements, and Developer's obligation to pay future fees is limited to those fees adopted on a City-wide basis or that apply uniformly to all properties within the City of Rocklin that are zoned in the same classification as the Property as set forth in the Entitlements.

**d. Laws of Other Agencies.**

- i.** If any public agency, other than the City, adopts any new law, regulation, or ordinance, or imposes any new condition (hereinafter referred to collectively as the "New Law") after the Effective Date of this Agreement, which prevents or precludes either the City or Developer, or both, from complying with one or more provisions of this Agreement, then immediately following the enactment of the New Law, the parties shall meet and confer in good faith to determine whether the New Law applies to the Property, and whether suitable amendments to this Agreement can be made, in order to maintain Developer's right to develop the Property in a reasonable manner pursuant to the Entitlements and this Agreement.
- ii.** In the event that the parties, after having engaged in good faith negotiations, are unable to agree on such amendments, the parties shall consider whether suspension of the term of this Agreement is appropriate, and if so, what the terms and conditions of any such suspension should be. In the event that the parties, after having engaged in good faith negotiations are unable to agree on the suspension issues, either party shall have the right to terminate this Agreement by giving the other party sixty (60) days written notice of termination.
- iii.** Developer or the City shall have the right to institute litigation relating to the New Law, and raise any issues relating to its validity. If such litigation is filed, this Agreement shall remain in full force and effect until final judgment is issued. Provided, however, that if any action that the City would take in furtherance of this Agreement would be rendered invalid, facially or otherwise, by the New Law, the City shall not be required to undertake such action until the litigation is resolved, or the New Law is otherwise determined invalid, inapplicable, or is repealed. In the event that such judgment invalidates the New Law, or determines that it does not affect the validity of this Agreement, this Agreement shall remain in full force and effect, and its term shall be extended by the amount of time between the effective date of the New Law, and the effective date of the judgment. In the event that such judgment determines that the validity of this Agreement is directly or indirectly affected by the New Law, the provisions of subparagraphs (A) and (B) above shall apply.

#### 4. PROCESSING OF PERMITS AND ENTITLEMENTS

- a. **Subsequent Approvals.** The City shall accept for processing, review, and action all applications submitted by Developer for Subsequent Approvals necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property, and shall act upon such applications in a timely manner.
- b. **Application of Development Agreement to Subsequent Approvals.** At Developer's request, an amendment to add any approved Subsequent Approval as an Entitlement under this Agreement shall be processed and approved by the City.
- c. **Extension of Entitlements.** Pursuant to Government Code section 66452.6, all vesting tentative subdivision maps, parcel maps, subdivision tentative maps, conditional use permits, or any other maps, rezonings, or land use entitlements of potentially limited duration previously, contemporaneously, or subsequently approved for the Property which are, or are added as, Entitlements under this Agreement, shall be valid for a minimum term equal to the remaining term of this Agreement, or for a period of thirty-six (36) months, whichever is longer, but in no event for a shorter period than the maximum period of time permitted by the Subdivision Map Act or Government Code for such land use entitlements. The provisions of this Agreement relating to estoppel certificates shall apply to any request made by Developer to the City with respect to the life of any entitlement covered by this subparagraph. Nothing in this section shall be construed or operate to extend the term of this Agreement.

#### 5. IMPLEMENTATION

- a. **Timing of Project Construction.** Except as specifically identified in the Entitlements, this Agreement, or Subsequent Approvals, Developer shall not be required to develop the Property in accordance with any time schedule except Developer's schedule, unless an action by City which limits or controls timing or phasing of construction, or restricts or limits Developer's ability to receive building permits, or limits the rate of development over time, is adopted on a City-wide basis or applies uniformly to all properties within the City that are zoned in the same classification as the Property as set forth in the Entitlements.

**b. Developer Improvements and Other Obligations.**

- i.** Developer Improvements shall be constructed in accordance with the Entitlements and Subsequent Approvals, except that Improvement plans for development of the Property shall reflect the most current City Construction Standards and Specifications except for those Construction Standards and Specifications which would conflict with, or be inconsistent with, the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land as provided in this Agreement and the Entitlements. Specifically, it is intended that the street widths, number, size and location of sidewalks, and roadway curvatures and grades are to be constructed in substantial compliance with the approved tentative subdivision map, and shall not be modified to conform with changes made to the City Construction Standards and Specifications after the Effective Date of this Agreement. However, in all other respects construction of improvements shall conform to the most current City Construction Standards and Specifications in place at the time of approval of the Subdivision Improvement Plans.
- ii.** Consistent with the terms and conditions of approval of the Entitlements, Developer shall:

  - (1)** Donate the public open space area shown as Lot J on the Tentative Subdivision Map to the City, with the exception of land within the proposed fence around the small quarry.
  - (2)** Provide surveying and mapping services to identify, map, and prepare a legal description of the peninsula area at the north edge of Lot J which is bordered by the creeks, so that this land may be subsequently transferred to the adjoining landowner to expand the existing dedicated preserve area in exchange for property needed for a future trail connection of the bicycle and pedestrian trail described below.
  - (3)** Design and construct a bicycle and pedestrian trail through the Open Space Lot J and dedicate said trail to the City upon completion of all of the trail facilities. Construction of the bicycle and pedestrian trail with temporary access as described in the Entitlements shall be completed in Phase 1 of the project. The permanent access facility for the bicycle and pedestrian trail shall be constructed in Phase 2.
  - (4)** Annex into City of Rocklin Community Facilities District No. 5 to fund the maintenance of the City owned open space and bicycle and pedestrian trail.

(5) Extend Monument Springs Drive from the entrance of the Project on Greenbrae Road, across the parcel to the north of the Project site commonly known as the "Bell property," to connect the Property to the existing terminus of Monument Springs Drive. This extension of Monument Springs Drive connecting China Garden Road with Greenbrae Road is consistent with the Southeast Rocklin Circulation Element, and shall include design and construction of a bridge over Secret Ravine Creek, connecting the City of Rocklin to the County of Placer. The bridge shall be completely constructed and open to the public prior to issuance of the 41<sup>st</sup> building permit for the project.

- c. **City Obligation to Cooperate with Financing District.** In consideration for the planning, design, and construction, at Developer's expense, of the bridge over Secret Ravine Creek connecting the City of Rocklin to the County of Placer, City agrees to form and implement a Mello-Roos Community Facilities District to finance the bridge and ancillary improvements to be constructed by Developer. (the "CFD") Any such CFD shall be formed consistent with and adhere to the City's standards governing the formation of such districts, including Developer's payment of application fees. City and Developer shall cooperate in good faith with each other in the formation of the CFD and the ultimate issuance of bonds thereunder to fund the bridge improvements consistent with the applicable substantive and procedural requirements, however, the CFD financing shall be structured so that no individual single family parcel within the project shall be taxed in excess of eight hundred and 00/100 dollars (\$800.00) per year to repay the costs of financing the bridge, any ancillary improvements, and the administrative costs associated with the CFD.
- d. **Participation in Bridge Financing By Other Benefited Properties.** The planning, design, and construction, at Developer's expense, of the bridge over Secret Ravine Creek connecting the City of Rocklin to the County of Placer will benefit the City generally, and future developers of similarly situated properties in particular. Therefore, the City shall, to the extent permitted by law, require that all other landowners of undeveloped land located southeast of Interstate 80, south of Rocklin Road and within one mile of the borders of the project, and benefited by the bridge improvements, participate in the CFD and pay their proportionate share of such costs as determined by the City.
- e. **City Obligations.** The City agrees to cooperate with Developer in securing all permits that may be required by the City. Each party agrees to extend to the other its prompt and reasonable cooperation in modifying this Agreement or the approved plans, should a future modification of the Agreement or approved plans become necessary.

- f. **Other Government Permits.** Developer shall be responsible for applying for and obtaining approvals required by other governmental agencies having jurisdiction over, or providing services to, development of the Property. To the extent possible, the City shall cooperate with Developer in obtaining all such approvals in a timely manner.
  
- g. **Operating Memorandum.** The City and Developer desire to retain a certain degree of flexibility with respect to the details of the development of the Property and with respect to those items covered in general terms in this Agreement. If and when the City and Developer find that clarifications, minor changes, or minor adjustments are necessary or appropriate to the implementation of this Agreement and development of the Property, the clarification, minor change, or minor adjustment shall be stated in a written operating memorandum agreed to and approved by Developer and the City Manager acting on behalf of the City. As used in this section, "minor" shall not include an increase in the number of dwelling units otherwise allowed by the Entitlements and applicable City rules, regulations, ordinances, and official policies, or reduce the amount of public open space by more than one percent (1%). Contents of the operating memorandum shall not constitute an amendment to this Agreement, and shall not require prior public notice or hearing.

## 6. AMENDMENT

This Agreement may be amended from time to time or may be voluntarily canceled by mutual consent of the City and Developer in accordance with the provisions of Government Code section 65868 and Rocklin Municipal Code section 17.92.150. Reference to "Agreement" shall include any such amendments properly approved and executed by the parties.

## 7. COOPERATION IN THE EVENT OF LEGAL ACTION

- a. **Third Party Challenge.** If any legal action or proceeding is instituted challenging the validity of any provision of this Agreement, the Project, or the Entitlements, the parties shall cooperate in defending against such challenge. Developer, at Developer's expense, shall defend such action as the real party in interest and assist the City in its defense. To the extent that any such action challenges Developer's right to proceed with the Project under this Agreement, Developer shall have control of the defense of the action or proceeding and may use legal counsel of its choice. Developer shall indemnify the City for any liability incurred by the City as a result of any such action or proceeding, including any award of attorneys' fees or costs.

- b. **Reconsideration.** If any litigation results in a judgment wherein the courts order the City to reconsider any matter pertaining to this Agreement or the Entitlements, the City and Developer agree that such reconsideration shall be expeditiously performed to remedy any defects noted in the judgment. If such remedy includes the need to re-approve any or all of the Entitlements, the City agrees to expeditiously re-approve any or all of the Entitlements in a manner consistent with the requirements of the judgment and to the extent re-approval is in harmony with the spirit and intent of this Agreement, the original Entitlements, and the public welfare.

## 8. DEFAULT; REMEDIES; TERMINATION

- a. **General Provisions.** Subject to any extensions of time by mutual consent of the parties, and subject to the cure provisions set forth herein, any failure or unreasonable delay by either party to perform any material term or provision of this Agreement shall constitute a default.
- i. **Developer Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by Developer is alleged, the City shall not be obligated to issue any building permit, or grant any entitlement as to which an application has been filed.
- ii. **City Default.** In addition to any other remedy specified herein, in the event that notice of default has been given in accordance with this section, wherein a default by the City is alleged, any resulting delays in Developer's performance caused by the City's default shall not constitute a Developer default, or be grounds for termination or cancellation of this Agreement.
- iii. **Successors in Interest.** Where the Property, following the Effective Date, has been lawfully conveyed in whole or in part to one or more successors in interest, in such a manner as to invoke the provisions of section 10 of this Agreement, and one or more of such successors in interest is in default with respect to the portion of the Property owned by it, neither Developer nor any other non-defaulting successor in interest shall be liable for the default, if the provisions of section 10 have been complied with, and in accordance with the terms and conditions of that section.

- b. Cure of Default.** In the event of an alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured and a reasonable period of time in which to cure, that shall in no event be less than thirty (30) days. During any such period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.
- c. Remedies After Expiration of Cure Period.** After notice and expiration of the thirty (30) day period, if the alleged default has not been cured in the manner set forth in the notice, the other party may at its option:
- i.** institute legal proceedings to obtain appropriate judicial relief, including but not limited to mandamus, specific performance, injunctive relief, or termination of this Agreement; or
  - ii.** give the other party notice of intent to terminate this Agreement pursuant to Government Code section 65868. In the event that such notice is given, the City shall schedule the matter for public hearing before the City Council to review the matter and make specific written findings regarding the alleged default. Where Developer is the party alleged to be in default, Developer shall be afforded a reasonable opportunity to respond to all allegations of default at such public hearing. The City shall provide Developer at least thirty (30) days prior written notice of such public hearing, as well as provide Developer copies of all City staff reports prepared in connection therewith at least five (5) days prior to the hearing.
- d. Annual Review.**
- i.** General Provisions. In accordance with Government Code section 65865.1, the City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Developer with the terms of this Agreement. Failure of the City to conduct an annual review shall not constitute a waiver by the City or Developer to conduct a future annual review or to otherwise enforce the provisions of this Agreement, nor shall a party have or assert any defense to such enforcement by reason of any such failure. The failure of the City to undertake such review shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement.
  - ii.** Scope of Review. The annual review shall be limited in scope to compliance with the terms and conditions of this Agreement.



- iii. **Proceedings.** The procedures specified in Rocklin Municipal Code Chapter 17.92 for conduct of the annual review shall apply to this Agreement. At least ten (10) days prior to the commencement of any annual review, the City shall deliver to Developer a copy of any public staff reports and other documents to be used or relied upon in conducting the review. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance by written and oral testimony at the public hearing to be held before the Planning Commission or, if the matter is referred to the City Council, before said Council.

At the conclusion of the annual review, the City shall make written findings and determinations on the basis of substantial evidence, as to whether or not Developer or its successors have complied in good faith with the terms and conditions of this Agreement.

- e. **Failure of Compliance.** Any determination of failure of compliance shall be subject to the notice requirements and cure periods set forth in this Agreement. If termination is proposed, it shall apply solely with respect to that portion of the Property (if less than all) affected by the failure to show good faith compliance. If modification of the Development Agreement is proposed, the modification shall pertain solely to the provisions hereof as applicable to that portion of the Property (if less than all) affected by the condition that has prompted the proposed modification.
- f. **Termination Upon Completion of Development.** This Agreement shall terminate as to each lot or parcel of property contained within the Property when that lot or parcel of property has been fully developed and all of Developer's obligations in connection therewith are satisfied, as reasonably determined by the City. In no event shall Developer's obligations in connection with development of the Property apply to the owner of any lot or parcel once the City issues an occupancy permit for that lot or parcel. The City shall, upon written request made by Developer to the City's Community Development Department, determine if the Agreement has terminated with respect to any lot or parcel, and shall not unreasonably withhold termination as to that parcel if Developer's obligations therewith are satisfied. The City shall be entitled to receive payment of a fee commensurate with the cost of processing the request and making such a determination, including but not limited to the City's administrative and legal expenses. Upon termination of this Agreement, the City shall upon Developer's request record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. The aforesaid notice may specify, and Developer agrees, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement.

## 9. NOTICES

A. Any notice, demand, or other communication ("Notice") required and given under this Agreement, the enabling legislation, or the City of Rocklin's procedures adopted pursuant to Government Code section 65865 shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid and return receipt requested. If given by registered or certified mail, Notice shall be deemed to have been given and received upon actual receipt by the addressee. A courtesy copy of the Notice may be sent by facsimile transmission. Any party may designate any other address in substitution of the address contained herein by like written notice.

B. Notice shall be given to the parties at their addresses set forth below.

If to City, to:  
City Manager  
City of Rocklin  
3980 Rocklin Road  
Rocklin, California 95677  
Telephone: (916) 632-4050  
Facsimile: (916) 624-8010

with copy to

Director of Community  
Development  
City of Rocklin  
3970 Rocklin Road  
Rocklin, California 95677  
Telephone: (916) 632-4020  
Facsimile: (916) 624-4759

If to Developer to:  
David Bugatto  
Alleghany Properties, Inc.  
2150 River Plaza Drive, Suite 155  
Sacramento, California 95833  
Telephone: (916) 648-7700  
Facsimile: (916) 648-7739

with copy to

James G. Moose  
Remy, Thomas and Moose, LLP  
455 Capitol Mall, Suite 210  
Sacramento, California 95814  
Telephone: (916) 443-2745  
Facsimile: (916) 443-9017

## 10. ASSIGNMENT

Developer shall have the right to sell, assign, or transfer its interest under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interest in the Property, or any portion thereof, without the consent of the City, provided that Developer shall notify the City of such sale, assignment or transfer by providing written notice thereof to the City in the manner provided in this Agreement. Developer shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to the City an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve Developer of the obligations expressly assumed only if: (a) Developer is not in default under this Agreement at the time of the assignment or transfer; and (b) Developer has provided the

City with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to Developer's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "C" and incorporated herein by this reference, or such other form as shall be proposed by Developer and approved by the City Attorney prior to the effective date of the assignment.

Any purchaser, assignee, or transferee shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of Developer under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred.

## **11. COVENANTS RUN WITH THE LAND**

All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including without limitation, section 1648 of the California Civil Code, provided that in no event shall Developer's obligations in connection with development of the Property apply to the owner of any lot or parcel once the City issues an occupancy permit for that lot or parcel. Each covenant to do or refrain from doing some act on the Property: (i) is for the benefit of the Property and shall be a burden upon the Property; (ii) runs with the Property; and (iii) is binding upon each party and each permitted successor owner during its ownership of the Property or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of the Property, or any portion thereof, and shall benefit each party and the Property hereunder, and each other person or entity succeeding to an interest in the Property.

## **12. PROVISIONS RELATING TO LENDERS**

### **a. Lender Rights and Obligations.**

- i. Prior to Lender Possession.** No lender shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of Developer or Developer's successors in interest, but shall otherwise be bound by all of the terms and conditions of this Agreement, which pertains to the Property or such portion thereof in which it holds an interest. Nothing in this section shall be construed to grant to a lender rights beyond those of Developer hereunder, or to limit any remedy the City has hereunder in the event of default by Developer, including but not limited to termination and/or refusal to grant entitlements with respect to the Property.

ii. **Lender in Possession.** A lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of Developer, and which remain unpaid as of the date such lender takes possession of the Property or portion thereof. Provided, however, that a lender shall not be eligible to apply for or receive entitlements with respect to the Property, or otherwise be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement, which development shall be subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of Developer hereunder; provided, further, that no lender, or successor thereof, shall be entitled to the rights and benefits of the Developer hereunder or entitled to enforce the provisions of this Agreement against the City unless and until such lender or successor thereof qualifies as a recognized assignee under the provisions of section 10 this Agreement.

b. **Notice of Developer's Default Hereunder.** If the City receives notice from a lender requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then the City shall deliver to such lender, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by the City that Developer has committed a default, and if the City makes a determination of non-compliance, the City shall likewise serve notice of such non-compliance on such lender concurrently with service thereof on Developer.

c. **Lender's Right to Cure.** Each lender shall have the right (but not the obligation) during the same period of time available to Developer to cure or remedy, on behalf of Developer, the default claimed or the areas of non-compliance set forth in the City's notice. Such action shall not entitle a lender to develop the property or otherwise partake of any benefits of this Agreement unless such lender shall assume and perform all obligations of Developer hereunder.

### 13. MISCELLANEOUS

a. **No Agency, Joint Venture, or Partnership.** The Project is a private development, and the Developer shall have full power over and exclusive control of the Project, subject to the terms and conditions of this Agreement. Although the City and Developer intend to cooperate to carry out the Project, the parties renounce the existence of any form of agency relationship, joint

venture, or partnership between the City and Developer, and nothing contained herein or in any document executed in connection herewith shall be construed as creating any such legal relationship.

- b. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be determined invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby; and each term, covenant, or condition of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law, provided that if any provision of this Agreement is determined to be invalid or unenforceable and the effect of said determination is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this Agreement from and after such determination.
- c. **Other Necessary Acts.** Each Party shall execute and deliver to the other all further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to each party the full and complete enjoyment of its rights and privileges hereunder.
- d. **Estoppel Certificate.** Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party: (i) this Agreement is in full force and effect and a binding obligation of the parties; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default in the form attached hereto as Exhibit "B." The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.
- e. **Construction.** This Agreement shall be subject to and construed in accordance with the laws of the State of California and the Rocklin Municipal Code, as it may be amended, provided that such amendments do not affect the rights granted to the parties by this Agreement. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

- f. **Attorneys' Fees.** If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

- g. **Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City and Developer and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.
- h. **Limitation on Actions.** No court action shall be filed by a party to this Agreement on the grounds of default or breach of its terms unless such action is filed within one hundred and eighty (180) days from the date of discovery by the aggrieved party of the facts underlying the claim of breach or default.

#### 14. **ENTIRE AGREEMENT, COUNTERPARTS, EXHIBITS AND RECORDING**

- a. **Waivers.** No provision or condition of the Agreement shall be considered waived unless such waiver is in writing and signed by the party to be bound.
- b. **Duty to Act Reasonably and in Good Faith.** Each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The City and Developer agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement, and each of them covenants that it will not at any time voluntarily engage in any actions that frustrate the purpose and intent of the parties, which is to develop

the Property in conformity with the terms and conditions specified in this Agreement.

- c. **Recording.** The City shall cause this Agreement, any amendment hereto, and any other termination thereof to be recorded with the County Recorder within ten (10) days of this Agreement or such amendment or termination becoming effective. In accordance with the provisions of Government Code Section 65868.5, and from and after the time of recording of this Agreement, the Agreement shall impart such notice thereof to all persons as is afforded by the recording laws of the State of California. The burdens of this Agreements shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.
- d. **Time of Essence.** Time is of the essence in the performance of each and every covenant and obligation to be performed by the parties hereunder.
- e. **Entire Agreement.** This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the parties to supersede all prior agreements, whether written or oral, for the Property that may exist between the City and Developer.
- f. **Counterparts.** This Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the parties has executed such a counterpart.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

City

**CITY OF ROCKLIN**

By: \_\_\_\_\_

*Kathy Lund*  
Kathy Lund, Vice Mayor

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Placer } ss.

On 19 June 2002, before me, S. DAVIES NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KATHY LUND  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

S. Davies

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

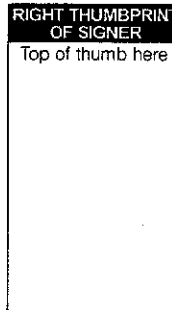
Title or Type of Document: Development Agreement - Or. 856

Document Date: 6-11-02 Number of Pages: —

Signer(s) Other Than Named Above: Allegany Properties, Inc.

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_




Developer

**ALLEGHANY PROPERTIES, INC.**

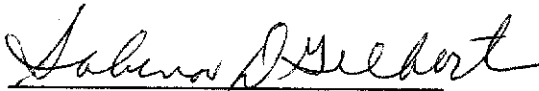
By:   
David Bugatto

Its: PRESIDENT & CEO

**ATTEST**

  
City Clerk

**APPROVED AS TO FORM:**

By:   
Sabina Gilbert, City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Sacramento } ss.

On June 7, 2002 before me, Lillian Ann Higgins  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
personally appeared David J. Bucatto  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Lillian Ann Higgins  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

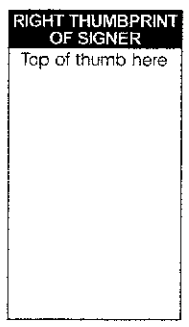
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**

**GRANITE LAKES ESTATES**

## DESCRIPTION

CITY OF ROCKLIN

PARCEL ONE:

PARCELS 2, AND 3, AS SHOWN AND DESIGNATED UPON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1990, IN BOOK 25, AT PAGE 98.

EXCEPTING THEREFROM: PARCEL 4, AS DESCRIBED IN THE PARTIAL RECONVEYANCE DATED MAY 11, 1990, EXECUTED BY CENTRAL VALLEY SECURITY COMPANY, A CALIFORNIA CORPORATION, RECORDED JUNE 18, 1990, IN BOOK 3928, PAGE 345, OFFICIAL RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES, OVER AND ACROSS THOSE CERTAIN PARCELS OF REAL PROPERTY LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

THE EAST 114.00 FEET OF THE SOUTH 25.00 FEET OF PARCEL "A", AS SAID PARCEL IS SHOWN ON THAT MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, IN BOOK 7 OF PARCEL MAPS, AT PAGE 105.

PARCEL B:

THE WEST 32.00 FEET OF THE EAST 83.00 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THAT MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, IN BOOK 7 OF PARCEL MAPS, AT PAGE 105; THENCE SOUTH 00°14'00" WEST 35.00 FEET; THENCE SOUTH 89°46'00" EAST 241.03 FEET TO A POINT IN THE EAST LINE OF SAID NORTHWEST ONE-QUARTER AS SAID EAST LINE IS SHOWN ON THAT SURVEY RECORDED IN THE OFFICE OF SAID RECORDER IN BOOK 1 OF SURVEYS, AT PAGE 58; THENCE ALONG SAID EAST LINE, NORTH 00°03'00" EAST 35.00 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER AS SHOWN ON SAID SURVEY, SAID CORNER ALSO BEING THE SOUTH LINE OF SAID PARCEL "A", NORTH 89°46'00" WEST 241.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONTAINED IN DEED TO THE HEIRS OR DEVISEES OF IVAN B. QUINCEY, SR., DECEASED, SUBJECT TO ADMINISTRATION OF THE ESTATE OF SAID DECEDENT, RECORDED AUGUST 4, 1965, IN BOOK 1075, AT PAGE 152, PLACER COUNTY RECORDS.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES, OVER AND ACROSS THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE WEST 168.87 FEET OF AREA "K", AS SAID AREA IS SHOWN ON THAT MAP RECORDED IN

Page 2 of Exhibit A  
to Development Agreement  
Ord. No. 856

## DESCRIPTION

THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, BOOK 7 OF PARCEL MAPS, AT PAGE 105.

### PARCEL THREE:

THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 496.0 FEET THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WITHIN THE PARCEL CONVEYED TO DRY MIX MATERIALS COMPANY, A CALIFORNIA CORPORATION, RECORDED JUNE 16, 1959, IN BOOK 799, OFFICIAL RECORDS, PAGE 292.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 3/4 IRON PIPE WITH CAP STAMPED LS 2720 MARKING THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER BEARS NORTH 0°03' EAST 472.26 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG SAID WEST LINE SOUTH 0°03' WEST 172.85 FEET TO A SIMILAR IRON PIPE; THENCE SOUTH 89°46' EAST 138.64 FEET TO A SIMILAR IRON PIPE; THENCE NORTH 0°03' EAST 172.85 FEET TO A SIMILAR IRON PIPE; THENCE NORTH 89°46' WEST 138.65 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING ON THE WEST SIDE OF THE FOLLOWING DESCRIBED LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH CAPPED IRON PIPE STAMPED L.S. 2720, LOCATED IN THE NORTH LINE OF SAID SECTION 29, AS SHOWN ON THAT CERTAIN "RECORD OF SURVEY OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN," FILED IN THE OFFICE OF THE PLACER COUNTY RECORDER ON JULY 14, 1959, IN BOOK 1 OF SURVEYS AT PAGE 58, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°46'00" WEST 1,321.87 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 00°03'30" WEST 1,311.80 FEET TO A SIMILAR 3/4 INCH CAPPED IRON PIPE.

### PARCEL FOUR:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING ON THE EAST SIDE OF THE FOLLOWING DESCRIBED LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH CAPPED IRON PIPE STAMPED L.S. 2720, LOCATED IN THE NORTH LINE OF SAID SECTION 29, AS SHOWN ON THAT CERTAIN "RECORD OF SURVEY OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN," FILED IN THE OFFICE OF THE PLACER COUNTY RECORDER ON JULY 14, 1959, IN BOOK 1 OF SURVEYS AT PAGE 58, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°46'00" WEST 1,321.87 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 00°03'30" WEST 1,311.80 FEET TO A SIMILAR 3/4 INCH CAPPED IRON PIPE.

## DESCRIPTION

### PARCEL FIVE:

BEGINNING AT A 3/4 INCH IRON PIPE WITH CAP STAMPED L.S. 2720 MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH 0°03' WEST 472.26 FEET; THENCE NORTH 89°46' WEST 50.76 FEET TO A 3/4 INCH IRON PIPE WITH CAP STAMPED L.S. 2720; THENCE NORTH 0°03' EAST 471.92 FEET TO A SIMILAR IRON PIPE IN THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID NORTH LINE NORTH 89°50'49" EAST 50.76 FEET TO THE POINT OF BEGINNING.

### PARCEL SIX:

AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES OVER AND ACROSS THE WEST 30 FEET OF THE EAST 527 FEET OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

### PARCEL SEVEN:

AN EASEMENT FOR ROADWAY PURPOSES AND INCIDENTS THERETO AS CONTAINED IN THAT CERTAIN INSTRUMENT ENTITLED, "GRANT OF RIGHT OF WAY, ROAD DEVELOPMENT AND MAINTENANCE, AND ENTITLEMENT PROCESSING AGREEMENT", RECORDED JULY 14, 1999, SERIES NO. 99-0062739.

ASSESSOR'S PARCEL NUMBER 046-030-052, 046-030-055 AND 046-030-058

**EXHIBIT "B"**

**ESTOPPEL CERTIFICATE**

\_\_\_\_\_ (Third Party Address)  
\_\_\_\_\_  
\_\_\_\_\_

RE: Granite Lake Estates Development Agreement  
Dated: \_\_\_\_\_  
Between the City of Rocklin ("City" and "Developer")

Dear \_\_\_\_\_:

Reference is made to the above-described Development Agreement between the City and Developer. The City understands that you are entering into a transaction with Developer that relates to, among other things, this Agreement. The City represents that:

1. A true and correct copy of the Agreement is attached as Exhibit "A."
2. There are no modifications, amendments, supplements, arrangements, side letters, or understandings, oral or written, of any sort, modifying, amending, altering, supplementing, or changing the terms of the Agreement except as follows: \_\_\_\_\_.
3. The Agreement is in full force, and the Agreement has been duly executed and delivered by, and is a binding obligation of, the City.
4. The City acknowledges that Developer is in full compliance with all terms of the Development Agreement, as well as all other City ordinances, regulations, and policies regulating the use and development of the Developer's property subject to this Development Agreement.
5. The undersigned is authorized to execute this letter on the City's behalf.

Very truly yours,

CITY OF ROCKLIN

By: \_\_\_\_\_

Its: Community Development Director

**EXHIBIT "C"**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_ (herein "DEVELOPER") and \_\_\_\_\_ (herein "ASSIGNEE").

**RECITALS**

A. DEVELOPER has entered into a Development Agreement (herein "the Development Agreement") dated \_\_\_\_\_, with the City of Rocklin, pursuant to which DEVELOPER agreed to develop certain property more particularly described in the Development Agreement (herein "the Property") subject to certain conditions and obligations set forth in the Development Agreement.

B. DEVELOPER has assigned its interests under the Development Agreement to ASSIGNEE under a written agreement dated \_\_\_\_\_, as to that part of the Property identified and incorporated herein by this reference (herein the "Assigned Parcel(s)").

C. ASSIGNEE desires to assume all of Developer's rights and obligations and other terms and conditions under the Development Agreement with respect to the Assigned Parcel(s).

**AGREEMENTS**

NOW, THEREFORE, DEVELOPER AND ASSIGNEE HEREBY AGREE AS FOLLOWS:

1. ASSIGNEE hereby assumes all of the burdens and obligations of DEVELOPER under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of DEVELOPER under the Development Agreement, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel(s), it being the express intention of both DEVELOPER and ASSIGNEE that, upon the execution of this Agreement, ASSIGNEE shall become substituted for DEVELOPER as the "DEVELOPER" under the Development Agreement with respect to the Assigned Parcel(s).

2. ASSIGNEE understands and agrees that this Agreement is subject to Section 10 of the Development Agreement. Section 10 reads as follows:

Page 1 of Exhibit C  
to Development Agreement  
Ord. No. 856



## **SECTION 11. ASSIGNMENT**

Developer shall have the right to sell, assign, or transfer its interest under this Agreement as part of a contemporaneous and related sale, assignment or transfer of its interest in the Property, or any portion thereof, without the consent of the City, provided that Developer shall notify the City of such sale, assignment or transfer by providing written notice thereof to the City in the manner provided in this Agreement. Developer shall remain obligated to perform all terms and conditions of this Agreement, unless such purchaser, assignee or transferee, to the satisfaction of and in a form acceptable to the City Attorney, executes and delivers to the City an express agreement to assume all of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred. The execution of such an assumption agreement shall relieve Developer of the obligations expressly assumed only if: (a) Developer is not in default under this Agreement at the time of the assignment or transfer; and (b) Developer has provided the City with notice of said assignment or transfer in the manner provided hereunder. Any such assumption agreement with respect to Developer's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form of the Assignment and Assumption Agreement attached hereto as Exhibit "D" and incorporated herein by this reference, or such other form as shall be proposed by Developer and approved by the City Attorney prior to the effective date of the assignment.

Any purchaser, assignee, or transferee shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of Developer under this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred.

3. At the request of the City, ASSIGNEE agrees to enter into a separate development agreement with respect to the Assigned Parcel(s).

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

5. ASSIGNEE agrees that it has read, and has sought and received all required legal and other expert consultation with regard to the Development Agreement, and fully understands all of its terms and conditions. ASSIGNEE further agrees that: (i) DEVELOPER has furnished ASSIGNEE with a copy of the City of Rocklin's Zoning Ordinance and all other documents and materials containing or relating to terms and conditions of development of the Property pursuant to this Agreement; (ii) ASSIGNEE has read and understands all of the terms and conditions of said documents and materials; and (iii) with such knowledge and understanding, which includes the nature and extent of the fees, taxes, assessments and other financial mechanisms and obligations inherent in such documents and materials, nevertheless has voluntarily, freely and knowingly assumed and agreed to perform all of the obligations and requirements, and be bound by all of the provisions of such documents and materials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

By: \_\_\_\_\_  
"ASSIGNEE"

ORDINANCE NO. 856

ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF ROCKLIN APPROVING A DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROCKLIN  
AND ALLEGHANY PROPERTIES, INC. FOR  
DEVELOPMENT OF THE PROPERTY KNOWN  
AS GRANITE LAKES ESTATES  
(Granite Lakes Estates / DA 2000-01)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

- A. An environmental impact report has been certified for the project;
- B. The development agreement is consistent with and implements the policies of the City of Rocklin's General Plan, including the Housing Element;
- C. The development agreement is compatible with the land uses and development regulations prescribed by the planned development zoning (PDG-2000-08) for the site;
- D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;
- E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site;
- F. The agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The City Council of the City of Rocklin hereby approves the development agreement by and between the City of Rocklin and Alleghany Properties, Inc. Relative to the Development Known as Granite Lakes Estates, attached hereto and incorporated by reference herein as Exhibit 1.

Section 3. The City Council of the City of Rocklin hereby directs the Mayor to sign the Development Agreement By and Between the City of Rocklin and Alleghany Properties, Inc. Relative to the Development Known as Granite Lakes Estates on behalf of the City of Rocklin and directs City Clerk to record said document with the Placer County Recorder.

Section 4. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

PASSED AND ADOPTED this 11th day June, 2002, by the following roll call vote:

AYES: Councilmembers: Magnuson, Storey, Lund

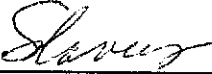
NOES: Councilmembers: None

ABSENT: Councilmembers: Hill, Yorde

ABSTAIN: Councilmembers: None

  
Kathy Lund, Vice Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

First Reading: 5-28-02  
Second Reading: 6-11-02  
Effective Date: 7-11-02

The foregoing instrument is a  
correct copy of the original document  
on file in this office.

Attest:   
\_\_\_\_\_  
City Clerk, City of Rocklin

E:\clerk\ord\Granite Lakes DA Ordinance.doc

Easement Road Maintenance

PLACER, County Recorder  
JIM MOCAULEY Co Recorder Office

DOC - 99-0062739

Acct 3-CHICAGO TITLE

Wednesday, JUL 14, 1999 08:00:00

REC \$37.00 MIC \$9.00 AUT \$31.00

SBS \$28.00

Ttl Pd \$105.00

Nbr-0000208987

odn/R2/3-29

RECORDING REQUESTED BY AND  
*Chicago Title*  
WHEN RECORDED/ RETURN TO:

ALLEGHANY PROPERTIES, INC.  
2150 River Plaza Drive, Suite 155  
Sacramento, California 95833  
Attention: Michael C. Brumbaugh

(Space above this line for Recorder's use)

GRANT OF RIGHT-OF-WAY,

ROAD DEVELOPMENT AND MAINTENANCE,

AND ENTITLEMENT PROCESSING AGREEMENT

This Agreement is made by and between HELEN A. BELL, SURVIVING TRUSTEE OF THE LELAND AND HELEN BELL FAMILY 1988 REVOCABLE TRUST ("Bell"), and ALLEGHANY PROPERTIES, INC., a Delaware corporation ("API"), who agree as follows:

ARTICLE I. GENERAL.

1.01. API Property. API is the owner of the fee interest in certain real property located in the City of Rocklin, County of Placer, State of California, which is shown on the map attached hereto as Exhibit A and is more particularly described in Exhibit B hereto (the "API Property").

1.02. Bell Property. Bell is the owner of the fee interest in certain real property located in the City of Rocklin and/or County of Placer, State of California, which is shown on the map attached hereto as Exhibit A and is more particularly described in Exhibit C hereto (the "Bell Property").

1.03. API Access Road. API desires to have a roadway (the "API Access Road") running through the Bell Property which, in conjunction with additional roadways, will provide access from China Garden Road to the API Property. At some future time, API or its successors or assigns may desire to extend the API Access Road into and/or through the API Property to such point or points as API or its successors or assigns may choose upon the terms and subject to the conditions set forth in Section 2.03 of this Agreement.

API/GRANITE/EASEMENT(BELL)

1

5/3/99.V8

1.04. Purpose. This Agreement provides for, among other things, the grant by Bell to API of a right-of-way over a portion of the Bell Property, all upon the terms and subject to the conditions set forth herein.

1.05. Effective Date. The effective date of this Agreement shall be the date upon which it is returned unmodified by the last party to execute it to the first party to execute it. Following the occurrence of the effective date of this Agreement, API and Bell immediately shall cause this Agreement to be recorded in the Official Records of the County of Placer, State of California.

## ARTICLE 2. GRANT OF API EASEMENT.

2.01. Construction Easement. During the time in which the contractor(s) engaged pursuant to Section 3.04 hereof are constructing the API Access Road and related improvements, or as contractors otherwise are engaged from time to time in connection with the use of the API Easement (as hereinafter defined), such contractor(s) shall have a temporary, nonexclusive easement over the API Easement Area (as hereinafter defined), as well as over two (2) additional portions of the Bell Property (each of which additional portions is twenty (20) feet wide, is contiguous to the applicable outside boundary of the API Easement Area, and runs the full length of the API Easement Area, all as shown on Exhibit A attached hereto) for use in conjunction with said construction work. The construction easement granted in this section shall terminate upon the acceptance by the authorities (as defined in Section 3.01B below) of a dedication of the API Access Road and related improvements as public facilities.

2.02. API Access Easement. Bell hereby grants to API, for the benefit of the API Property and such other property to or through which the API Access Road may be extended in the future, a nonexclusive right-of-way and easement (the "API Easement") over that portion of the Bell Property designated as the "API Easement Area" on Exhibit A hereto (the "API Easement Area"). The API Easement Area is more particularly described in Exhibit D hereto. The API Easement shall be for the purpose of vehicular and pedestrian ingress and egress (including, without limitation by means of a paved roadway) and sanitary sewer lines, storm drainage lines, electrical, telephone, gas, water and other utility lines and related appurtenances and facilities, including, without limitation, pipes, valves and pumps, curbs, gutters, sidewalks and landscaping (and for the installation, construction, operation, use, maintenance, repair, replacement and reconstruction of all of the foregoing, as well as of any other related improvements) from and including the southern boundary of the Bell Property to and including the northern boundary of the Bell Property and each portion thereof, as more particularly described in Exhibit D hereto. The API Easement shall continue in perpetuity unless and until the API Access Road and related improvements are dedicated as public facilities and accepted by the authorities (as defined in Section 3.01B below).

2.03. Future Extension: Scope. API's easement rights granted by this Article 2 shall in no way limit or impair API's right, hereby acknowledged by the parties, to at some future time extend the API Access Road and related improvements and/or other improvements made or installed in accordance with the API Easement through the Bell Property to such point or points that API or its successors or assigns may, in its sole discretion, choose (which points may include, without limitation, points within or beyond the API Property). The parties hereby agree that any increased use of the API Access Road and related improvements and/or other improvements made or installed in accordance with the API Easement due to such extension shall not constitute an unreasonable burden upon or interference with the API Easement Area or the rights of any person or entity therein. Without in any way limiting the foregoing, Bell hereby acknowledges that API or a successor or assign of API intends to subdivide and develop the API Property for residential and commercial uses, and that such development will result in significantly greater usage of the API Easement than the usage anticipated prior to such development. Bell hereby acknowledges and agrees that such development of the API Property as has already or hereinafter may be allowed and approved by governmental agencies and authorities having jurisdiction over the API Property or any portion thereof, and such increased usage of the API Easement as may result therefrom, is and shall remain authorized and allowed by conveyance of the API Easement pursuant to this Agreement. Bell hereby further acknowledges and agrees that the scope of use of the API Easement shall include, without limitation, ingress and egress by emergency, fire, police, ambulance, utility and other public health and safety vehicles and personnel.

### ARTICLE 3. CONSTRUCTION; GENERAL.

#### 3.01. API Access Road Design.

A. Prior to any construction of a roadway within the API Easement Area, API shall, at its sole cost, engage a qualified engineer or engineering firm (the "Project Engineer") to prepare a set of proposed scaled drawings, plans and specifications for the construction of the API Access Road and related improvements.

B. As used herein, "related improvements" shall include those improvements related to the API Access Road which the appropriate governmental authorities (the "authorities") may require API to construct as a condition to obtaining all necessary permits and approvals for the installation of the API Access Road, as well as such other improvements, appurtenances and facilities as API reasonably may elect to make or install in accordance with the rights granted to API pursuant to this Agreement (including, without limitation, bridge improvements and road extensions). In addition, "related improvements" as used herein shall include those improvements which the Project Engineer reasonably estimates will increase the likelihood that the appropriate authorities will accept the dedication contemplated in Section 4.01 hereof. The related improvements may include, by way of example only, sidewalks, lighting, signalization, bus turnouts, bicycle lanes, divider medians and landscaping.

C. Prior to any construction of a roadway within the API Easement Area, API shall use its good faith and reasonable efforts to secure from the appropriate authorities an approved location for the API Access Road and specification thereby of all features of the API Access Road and all necessary and desirable related improvements and shall cause the Project Engineer to consult with the authorities in order that the same shall be determined as early as possible in the design process. Bell shall reasonably cooperate in all respects with such efforts by API, including, without limitation, any relocation of the API Access Road.

D. In the event that a roadway within the API Easement Area is constructed, as part of the construction of such roadway, there shall be installed, at no cost or expense to Bell: (i) water, sewer, electricity, gas, cable television, and storm drainage utilities lines within such roadway which are sized to service the Bell Property (including the one (1) residence existing thereon as of the date of this Agreement and any lots created pursuant to the Entitlement Processing, as defined in Section 5.01), the one (1) residence existing on the Lee Property (as shown on Exhibit A and Exhibit D attached hereto) as of the date of this Agreement, and the API Property; and (ii) a new asphalt driveway which is adequate to provide reasonable vehicular access from such roadway to the one (1) residence existing on the Bell Property as of the date of this Agreement, as well as the one (1) residence existing on the Lee Property as of the date of this Agreement.

3.02. Submission of Proposed Plans to Parties.

A. Prior to any construction of a roadway within the API Easement Area, API shall cause the Project Engineer to prepare and submit to the parties the proposed drawings, plans and specifications for the API Access Road and related improvements referred to in Section 3.01 hereof. Bell shall have the right to reasonably approve or disapprove the proposed size and other features of the API Access Road and related improvements; provided, however, that Bell shall not disapprove of any such features to the extent such features are required by or are acceptable to the authorities. Such approval or disapproval by Bell shall be accomplished by written notice to API.

B. Bell's failure to disapprove of such plans and specifications in writing within ten (10) days of receipt thereof shall be deemed to constitute Bell's approval of such plans and specifications. In the event that Bell reasonably disapproves the proposed location and size of the API Access Road and related improvements, the parties shall confer, cooperate in good faith and make every reasonable effort necessary to remove the source of Bell's reasonable disapproval and to arrive at a mutually satisfactory set of proposed plans and specifications as soon as possible after such reasonable disapproval. API shall cause the Project Engineer to make, in a timely manner, all revisions to the plans and specifications necessary to arrive at a mutually satisfactory set thereof, at API's sole cost. In the event that the parties are unable to agree upon a mutually satisfactory set of proposed plans and specifications, the parties shall



adopt such plans and specifications as the authorities advise are minimally acceptable to the authorities.

C. Once the parties have agreed upon a mutually satisfactory set of proposed plans and specifications, or in lieu thereof otherwise have adopted plans and specifications pursuant to Section 3.02B above, API shall cause the same to be submitted to the appropriate governmental entities for approval pursuant to Section 3.03 hereof.

### 3.03. Submission to Authorities.

A. As soon as is reasonably possible after the parties have agreed upon the proposed plans and specifications and irrespective of the possible differences in the individual development timetables of API and Bell, API shall make all necessary applications and submittals and otherwise work toward having the authorities approve the location and other features of the API Access Road and related improvements and issue all necessary permits for the construction thereof.

B. In the event that the authorities require revisions of the proposed plans and specifications or attach conditions to the final approvals thereof, API promptly shall inform Bell of such revisions or conditions. Bell shall thereupon have a reasonable period of time (not to exceed, in any event ten (10) days) in which to review, approve or, in its reasonable discretion, disapprove of the same in writing. If Bell reasonably disapproves such revisions or conditions, the parties shall consult with the authorities to remove the source of Bell's disapproval, and otherwise shall cooperate in good faith and make every reasonable effort to remove the source of Bell's reasonable disapproval and to arrive at a mutually satisfactory set of revisions or conditions. In the event that the parties are unable to agree upon a mutually satisfactory set of revisions or conditions, the parties shall consent to the adoption of such revisions and conditions as the authorities advise are minimally acceptable to the authorities.

3.04. Contracts. Prior to the construction of a roadway within the API Easement Area, API shall engage one or more prime contractors for the purpose of constructing the API Access Road and related improvements.

3.05. Construction. Following commencement of construction by API's prime contractor(s) of the API Access Road and related improvements, API shall cause the construction commenced to be diligently pursued to completion.

### 3.06. Payments.

A. API shall be responsible for making all payments to the prime contractor(s) under the contract(s) let by API; provided, however, that nothing contained herein is intended to constitute, nor shall it be deemed or construed as constituting, any abrogation,

limitation or waiver of any right or opportunity API now or hereinafter may have to seek or recover from property owners other than Bell reimbursement of, among other things, payments for infrastructure improvements (including, without limitation, water service improvements and sewer service improvements) if and as permitted by applicable governmental authorities or otherwise, all of which reimbursement rights, if any, are hereby expressly reserved by API.

B. In the event that API fails to pay any prime contractor when due the costs of construction of the API Access Road and related improvements, Bell shall have the right, but not the obligation, upon ten (10) days' written notice to API, to make such payment to the contractor for and on behalf of API. Upon such payment, Bell shall submit to API a statement showing the amounts paid and API shall reimburse Bell the amount of the costs so paid by Bell. Such reimbursement by API shall be within fifteen (15) business days of the date of the receipt of such statement showing payment made by Bell on API's behalf. API shall be responsible for any penalties or late payment fees resulting from API's failure to timely pay any contractor and shall reimburse Bell the full amount of any such penalty or fee paid by Bell. Notwithstanding anything to the contrary contained in this Section 3.06.B., Bell shall not have the rights described in this Section 3.06.B. in the event that API refuses to pay all or any portion of the costs of construction due to a bona fide dispute with the contractor performing such work, provided that such refusal does not result in any lien being filed against all or any portion of the Bell Property, or if any lien is so filed, provided that at least ten (10) business days prior to foreclosure thereof API posts a bond sufficient to cause removal of such lien as an encumbrance on the Bell Property or any portion thereof. In the event that API does not reimburse Bell amounts paid by Bell as provided in this Section 3.06.B. by the date on which such reimbursement is due, the amount due shall bear interest at the lower of the maximum rate of interest not prohibited by law or an annual rate of interest that is two percent (2%) above the prime rate then announced by Bank of America, N.A., San Francisco, California, Main Office. Interest shall run from time of advancement until paid. If the amount due is not paid within thirty (30) days after the date on which such reimbursement is due, then Bell may record a notice of lien in the amount owed by API, plus accrued interest. Such notice of lien shall be recorded against the API Property and shall set forth, among other things, the amount owing and a brief statement of the nature thereof, the property encumbered thereby, and a reference to this Agreement as the source and authority for such lien. Such notice of lien may be enforced by Bell, or such trustee as Bell may appoint, by applicable foreclosure procedures in a like manner as a deed of trust on real property is judicially and/or non-judicially foreclosed under the laws of the State of California. Bell shall have the right to bid in at any foreclosure sale on behalf of itself, and if the successful bidder, Bell shall acquire title thereto. No such foreclosure sale shall release or extinguish any rights, remedies or provisions contained in this instrument in the event of any further violation of any covenant set forth herein. API hereby consents to the recording of such notice of lien if reimbursement of principal and interest is not made by API. On payment by API of all reimbursement amounts due Bell under this Section 3.06.B., plus accrued interest, Bell shall record a release of lien with respect to the property lien under this Section 3.06.B.

3.07. Notice of Non-Responsibility. Bell hereby expressly reserves such rights as it may have from time to time under applicable law to post and maintain on the Bell Property (including, without limitation, the portion thereof consisting of the API Easement Area), and to record in the Office of the Recorder, Placer County, California, such notice(s) of non-responsibility as may be reasonably necessary to protect Bell and the Bell Property against liability for any mechanics' or materialmen's lien arising from construction of a roadway within the API Easement Area.

#### ARTICLE 4. MAINTENANCE AND REPAIR.

4.01. Interim Maintenance. The parties intend to dedicate the API Access Road and related improvements, as well as the fee interest in the land thereunder, to the appropriate authorities for use as a public street and public facilities. During the time after completion and before the API Access Road and related improvements are dedicated to and accepted by such entity (the "Interim Maintenance Period"), API shall cause the API Access Road and related improvements to be maintained in good condition and repair ("API's maintenance obligation"), the intent of the parties being that such condition will increase the likelihood that the dedication will be accepted. API's maintenance obligation shall include, but not be limited to, such repairing, repaving, relandscaping, replanting, replacement and reconstruction of the API Access Road and related improvements as is reasonably necessary to maintain the same in good condition and repair. All costs and expenses of such maintenance shall be at no cost or expense to Bell; provided, however, that notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement, from and after the later to occur of the first Due Date or such time, if any, as the API Access Road and/or related improvements are actually used for the benefit of all or any portion of the Bell Property, Bell shall reimburse to API upon demand by API a proportionate share of the costs and expenses of such maintenance in an amount equal to the product obtained by dividing the gross acreage of the Bell Property by the aggregate gross acreage of the API Property and the Bell Property; provided, further, however, that nothing contained herein is intended to constitute, nor shall it be deemed or construed as constituting, any abrogation, limitation or waiver of any right or opportunity API now or hereinafter may have to seek or recover from Bell and property owners other than Bell additional reimbursement of maintenance costs and expenses if and as permitted by applicable governmental authorities or otherwise, all of which reimbursement rights, if any, are hereby expressly reserved by API. If Bell fails to reimburse API for such expenses within fifteen (15) business days of such demand by API, the amount due from Bell but unpaid shall bear interest and API shall have lien rights against the Bell Property in accordance with Section 5.02 of this Agreement.

4.02. Dedication: Nonacceptance. Upon the request of either API or Bell, the other party hereto shall exercise good faith and make reasonable efforts to cause the applicable authorities to accept a dedication of the API Access Road and related improvements as public facilities with maintenance thereof to be performed by the authorities following the satisfaction

of such criteria for public dedication and maintenance as may be required by the authorities. Without in any way limiting the foregoing, API and Bell agree to execute and deliver at any time hereinafter, upon request of the other party hereto, such instruments or documents (including, without limitation, an irrevocable offer of dedication) as may be reasonably necessary in furtherance of the foregoing. Bell and API hereby further agree that in the event that such dedication is consummated, neither party shall object to (and, if requested, shall expressly vote to affirm) the creation of a maintenance district which will, among other things, levy assessments on any property (and/or the owners thereof) that abuts or is served by the API Access Road for the purpose of maintaining and/or repairing the API Access Road and related improvements and for such other purposes, if any, which are ancillary thereto as may be required or approved by the authorities. In the event that the applicable authorities accept a dedication of the API Access Road and related improvements, API's maintenance obligations under this Article 4 shall terminate concurrently with the effectiveness of such acceptance by the authorities. In the event that the applicable authorities refuse to accept a dedication of the API Access Road and related improvements, API's maintenance obligation as provided herein shall not cease, but shall continue until such time as the parties mutually agree to alter such obligation by a written instrument.

4.03. Failure to Maintain. In the event that API fails to exercise its maintenance obligation, Bell shall have the right, but not the obligation, upon ten (10) days' written notice to API, to perform API's maintenance obligation for and on behalf of API. Upon such performance, Bell shall submit to API a statement showing amounts expended by Bell in performing API's maintenance obligation, and API shall reimburse Bell for all reasonable expenses incurred by Bell in doing so, less Bell's share of such expenses. If API fails to reimburse Bell for such expenses within fifteen (15) business days of receipt of such statement, the amount due from API but unpaid shall bear interest as provided for in Section 3.06.D of this Agreement.

#### ARTICLE 5. ENTITLEMENT PROCESSING

5.01 Bell Property Entitlements. Bell hereby grants API permission and authority to undertake the Entitlement Processing. API shall commence the Entitlement Processing within thirty (30) business days after recordation of this Agreement in the Official Records of Placer County, California, and thereafter shall exercise good faith and reasonable efforts to complete the Entitlement Processing. Notwithstanding anything to the contrary contained in the foregoing, Bell hereby expressly acknowledges that no promise, guaranty or other assurance is or has been made by API that the Entitlement Processing will be completed or will be completed within any particular time period. Bell hereby further expressly acknowledges that various groups previously have opposed the proposed development of the API Property, that such groups or others in the future may oppose the Entitlement Processing, the development of the API Property and/or the Bell Property (or any combination of any of the foregoing), and that any such opposition may delay or jeopardize, among other things, the completion of the Entitlement Processing. As used herein, "Entitlement Processing" is the process of submitting

applications for and obtaining approval from local governmental or quasi-governmental agencies or authorities having jurisdiction over all or any portion of the Bell Property (collectively, the "Authorities") of a tentative subdivision map for a subdivision of the Bell Property into the maximum number of single-family residential lots (having an average lot size of at least approximately Twelve Thousand Five Hundred (12,500) square feet) as API, in its sole but good faith discretion, determines are feasible.

**5.02 Payment.** API shall advance all the engineers' and consultants' fees, application and plan check fees, and other costs and expenses for any Entitlement Processing undertaken by API. Bell shall reimburse to API, in collectible funds, all amounts advanced by API pursuant to this Section 5.02 from time to time not later than seven (7) calendar days after API delivers to Bell a notice requesting such payment, together with invoices evidencing the amount of such fees, costs and/or expenses; provided, however, that notwithstanding anything to the contrary contained in the foregoing, Bell shall not have any obligation to reimburse any amount to API pursuant to this Section 5.02 unless and until the date (the "Due Date") of the occurrence of the sale, transfer or conveyance of all or any portion of the Bell Property (in the event that the Bell Property is sold, transferred or conveyed in more than one portion, a Due Date will occur upon the date of each sale, transfer or conveyance of any portion of the Bell Property); and provided, further, however, that in the event of the occurrence of any Due Date by reason of a sale of any portion (but not all) of the Bell Property, the sum Bell is obligated to pay to API pursuant to this Section 5.02 in relation to such Due Date shall consist of the following (and the following shall also apply to each subsequent sale of any other portion (but not all) of the Bell Property):

(a) a sum equal to eighty percent (80%) of the net cash sale proceeds or, subject to clause (b) below, other consideration generated for Bell by such sale at the closing thereof (calculated by deducting reasonable and customary closing costs from the gross sale proceeds or other consideration generated by such sale at the closing thereof), which sum shall be due and payable to API, without notice or demand by API, seven (7) calendar days after the closing of such sale; and

(b) in the event that the consideration generated for Bell by such sale at the closing thereof includes a promissory note, a sum equal to eighty percent (80%) of any amount which becomes due and payable to Bell from time to time under such promissory note, which sum shall be due and payable to API, without notice or demand by API, seven (7) calendar days after the date upon which such amount under such promissory note becomes due and payable to Bell. Bell hereby agrees to provide to API a copy of any such promissory note immediately following execution and delivery thereof to Bell.

Except as otherwise expressly stated in this Section 5.02, this is an unconditional obligation on the part of Bell to fund such costs upon request by API. In the event that Bell does not pay to API when due amounts as provided in this Section 5.02, the amount due shall bear interest at the lower of the maximum rate of interest not prohibited by law or an annual rate of interest that is

two percent (2%) above the prime rate then announced by Bank of America, N.A., San Francisco, California, Main Office. Interest shall run from the applicable Due Date until paid. If the amount due is not paid within thirty (30) days after the applicable Due Date, then API may record and enforce a notice of lien against the Bell Property in the amount owed by Bell, plus accrued interest, all in accordance with the procedures applicable to a notice of lien as set forth in Section 3.06(B) above. Bell hereby consents to the recording of such notice of lien if reimbursement of principal and interest is not made by Bell. On payment by Bell of all amounts due API under this Section 5.02, plus accrued interest, API shall record a release of lien with respect to the property liened under this Section 5.02.

5.03 Bell's Cooperation. Bell agrees to cooperate reasonably with API with the Entitlement Processing by executing upon API's request all documents, applications and maps, and attending meetings and hearings (or having Bell's agents attend) or taking such other action as API shall reasonably request.

#### ARTICLE 6. MISCELLANEOUS.

6.01. Successors and Assigns; Covenants Running With the Land. The API Access Easement and other rights granted or created herein are appurtenant to the API Property and every portion thereof, as well as such other property to or through which the API Access Road may be extended in the future. The obligations imposed upon API and Bell by this Agreement are covenants burdening and benefitting the API Property and burdening and benefitting the Bell Property, and, pursuant to applicable law, including, but not limited to, Section 1468 of the Civil Code of the State of California, such covenants shall be binding upon the successive owners of the API Property and the Bell Property for the benefit of API and Bell and the successive owners of the API Property and the Bell Property. Without in any way limiting the foregoing, API shall have the right expressly to assign its rights and to delegate its obligations under this Agreement to any governmental authority, municipal utility company or to any person or entity which acquires from API fee title to all or any portion of the API Property, and concurrently with the assumption by API's assignee of API's obligations under this Agreement API shall be fully released from its obligations under this Agreement.

6.02. Notices. Notices required or permitted by this Agreement shall be personally delivered or sent by first-class mail, postage prepaid, addressed as follows:

Bell: Helen A. Bell  
4185 Greenbrae Rd  
Rocklin, California 95677

Doug Bell  
1249 Crisp Court  
Sacramento, California 95864

API: Alleghany Properties, Inc.  
2150 River Plaza Drive, Suite 155  
Sacramento, California 95833  
Attention: Michael C. Brumbaugh

Notices which are personally delivered shall be deemed to be given upon delivery. Notices which are mailed shall be deemed to be given on the day (excluding Sundays) during which the notice is deposited in the U.S. mail.

6.03. Interpretation. This Agreement has been executed in Rocklin, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The captions of paragraphs used in this Agreement are for convenience only.

6.04. Time of Essence. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

6.05. Attorneys' Fees. In the event either party shall commence legal proceedings against the other party for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to reasonable attorneys' fees.

6.06. Integration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter hereof which are not fully expressed herein.

6.07. Indemnity. API agrees to indemnify, defend and hold Bell harmless for and from any and all claims, damages and liability resulting from API's activities with respect to the construction on the Bell Property and API's use of the API Easement Area. Bell agrees to indemnify, defend and hold API harmless for and from any and all claims, damages and liability resulting from Bell's activities, if any, with respect to the construction on the Bell Property and Bell's use, if any, of the API Easement Area. In the event that the applicable authorities accept a dedication of the API Access Road and related improvements, API's and Bell's respective indemnification obligations under this Section 5.07 shall terminate concurrently with the effectiveness of such acceptance by the authorities with respect to claims which first arise thereafter.

6.08. Negation of Partnership. Nothing contained herein shall be construed as creating or intending to create any partnership, principal-agent relationship, joint venture or any association between API and Bell with respect to the subject matter of this Agreement.

6.09. No Third Party Rights. This Agreement is entered into for the sole benefit of API and Bell, and their respective permitted successors and assigns, and no natural person, entity, or governmental agency or authority shall have any third party beneficiary or other similar rights under or arising from this Agreement.

6.10. Representations and Warranties.

A. As an inducement to API to enter into this Agreement, Bell hereby represents and warrants to API that the following matters are true and correct as of the effective date of this Agreement :

(i) Bell has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by Bell of its obligations under this Agreement, and the consummation by Bell of the transactions contemplated hereunder, have been duly authorized by all necessary partnership action on the part of Bell.

(ii) The terms and provisions of the covenants by Bell under this Agreement constitute valid and legally binding obligations of Bell enforceable against Bell in accordance with their respective terms.

B. As an inducement to Bell to enter into this Agreement, API hereby represents and warrants to Bell that the following matters are true and correct as of the execution of this Agreement:

(i) API is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified or authorized to transact business in the State of California.

(ii) API has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by API of its obligations under this Agreement, and the consummation by API of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of API .

(iii) The terms and provisions of the covenants by API under this Agreement constitute valid and legally binding obligations of API enforceable against API in accordance with their respective terms.



6.11. Further Assurances. From time to time, at the sole cost and expense of the party making such request, each party hereto shall execute and deliver such instruments or documents as may be reasonably requested by the other party hereto in order to carry out the purposes and intent of this Agreement or to consummate the transactions contemplated hereunder.

6.12. Exhibits.

- A - Map
- B - Description of API Property
- C - Description of Bell Property
- D - Description of API Easement Area

IN WITNESS WHEREOF, API and Bell have executed this Agreement as of the date and year first above written.

"Bell":

*Helen A. Bell Trustee*  
HELEN A. BELL, SURVIVING TRUSTEE  
OF THE LELAND AND HELEN BELL  
FAMILY 1988 REVOCABLE TRUST

"API":

ALLEGHANY PROPERTIES, INC.,  
a Delaware corporation

By: *Michael C. Brumbaugh*  
Its: *Senior Vice President*

**EXHIBIT A**

Map

(See Attached).

API/GRANITE/EASEMENT(BELL)

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5/3/99.V8



**LEGEND:**

- ① API PROPERTY
- ② API EASEMENT AREA
- ③ BELL PROPERTY
- ④ ROAD IMPROVEMENT TO ALLOW PROPER APPROACH TO BRIDGE
- ⑤ LEE PROPERTY

**GRANITE LAKES ESTATES / BELL PROPERTY**

**EXHIBIT "A"**

**API EASEMENT AREA**



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**EXHIBIT B**

Description of API Property

All of that certain real property located in the County of Placer,  
State of California, and more particularly described as follows:

(See Attached).

API/GRANTEE/EASEMENT(BELL)

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5/3/99.V8

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DESCRIPTION

PARCEL ONE:

PARCELS 2, AND 3, AS SHOWN AND DESIGNATED UPON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1990, IN BOOK 25, AT PAGE 98.

EXCEPTING THEREFROM: PARCEL 4, AS DESCRIBED IN THE PARTIAL RECONVEYANCE DATED MAY 11, 1990, EXECUTED BY CENTRAL VALLEY SECURITY COMPANY, A CALIFORNIA CORPORATION, RECORDED JUNE 18, 1990, IN BOOK 1928, PAGE 345, OFFICIAL RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES, OVER AND ACROSS THOSE CERTAIN PARCELS OF REAL PROPERTY LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

THE EAST 114.00 FEET OF THE SOUTH 25.00 FEET OF PARCEL "A", AS SAID PARCEL "A" SHOWN ON THAT MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, IN BOOK 7 OF PARCEL MAPS, AT PAGE 105.

PARCEL B:

THE WEST 32.00 FEET OF THE EAST 83.00 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THAT MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, IN BOOK 7 OF PARCEL MAPS, AT PAGE 105; THENCE SOUTH  $00^{\circ}14'00''$  WEST 35.00 FEET; THENCE SOUTH  $89^{\circ}46'00''$  EAST 241.03 FEET TO A POINT IN THE EAST LINE OF SAID NORTHWEST ONE-QUARTER AS SAID EAST LINE IS SHOWN ON THAT SURVEY RECORDED IN THE OFFICE OF SAID RECORDER IN BOOK 1 OF SURVEYS, AT PAGE 58; THENCE ALONG SAID EAST LINE, NORTH  $00^{\circ}03'00''$  EAST 35.00 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER AS SHOWN ON SAID SURVEY, SAID CORNER ALSO BEING THE SOUTH LINE OF SAID PARCEL "A", NORTH  $89^{\circ}46'00''$  WEST 241.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONTAINED IN DEED TO THE HEIRS OR DEVISEES OF EVAN B. QUINCEY, SR., DECEASED, SUBJECT TO ADMINISTRATION OF THE ESTATE OF SAID DECEDENT, RECORDED AUGUST 4, 1965, IN BOOK 1675, AT PAGE 152, PLACER COUNTY RECORDS.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES, OVER AND ACROSS THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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## DESCRIPTION

THE WEST 168.87 FEET OF AREA "K", AS SAID AREA IS SHOWN ON THAT MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, BOOK 7 OF PARCEL MAPS, PAGE 108.

## PARCEL THREE:

THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 496.0 FEET THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WITHIN THE PARCEL CONVEYED TO DRY MIX MATERIALS COMPANY, A CALIFORNIA CORPORATION, RECORDED JUNE 16, 1959, IN BOOK 799, OFFICIAL RECORDS, PAGE 292.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, FROM WHICH A 3/4 INCH IRON PIPE WITH CAP STAMPED L.S. 2720 MARKING THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER BEARS NORTH 0°03' EAST 472.26 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG SAID WEST LINE SOUTH 0°03' WEST 172.85 FEET TO A SIMILAR IRON PIPE; THENCE SOUTH 89°46' EAST 138.64 FEET TO A SIMILAR IRON PIPE; THENCE NORTH 0°03' EAST 172.85 FEET TO A SIMILAR IRON PIPE; THENCE NORTH 89°46' WEST 138.65 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING ON THE WEST SIDE OF THE FOLLOWING DESCRIBED LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH CAPPED IRON PIPE STAMPED L.S. 2720, LOCATED IN THE NORTH LINE OF SAID SECTION 29, AS SHOWN ON THAT CERTAIN "RECORD OF SURVEY OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN," FILED IN THE OFFICE OF THE PLACER COUNTY RECORDER ON JULY 14, 1959, IN BOOK 1 OF SURVEYS AT PAGE 58, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°46'00" WEST 1,321.87 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 00°03'30" WEST 1,311.80 FEET TO A SIMILAR 3/4 INCH CAPPED IRON PIPE.

## PARCEL FOUR:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING ON THE EAST SIDE OF THE FOLLOWING DESCRIBED LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH CAPPED IRON PIPE STAMPED L.S. 2720, LOCATED IN THE NORTH LINE OF SAID SECTION 29, AS SHOWN ON THAT CERTAIN "RECORD OF SURVEY OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN," FILED IN

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DESCRIPTION

THE OFFICE OF THE PLACER COUNTY RECORDER ON JULY 14, 1959, IN BOOK 1 OF SURVEYS AT PAGE 59, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°46'00" WEST 1,321.87 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 00°03'30" WEST 2,311.80 FEET TO A SIMILAR 3/4 INCH CAPPED IRON PIPE.

PARCEL FIVE:

BEGINNING AT A 3/4 INCH IRON PIPE WITH CAP STAMPED L.S. 2720 MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT Diablo BASE AND MERIDIAN; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH 0°03' WEST 472.26 FEET; THENCE NORTH 89°46' WEST 50.76 FEET TO A 3/4 INCH IRON PIPE WITH CAP STAMPED L.S. 2720; THENCE NORTH 0°03' EAST 471.92 FEET TO A SIMILAR IRON PIPE IN THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG SAID NORTH LINE NORTH 89°50'49" EAST 50.76 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES OVER AND ACROSS THE WEST 30 FEET OF THE EAST 527 FEET OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 7 EAST, MOUNT Diablo BASE AND MERIDIAN.

CITY OF ROCKLIN

ASSESSOR'S PARCEL NUMBER 046-030-052, 046-030-053 AND 046-030-058

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DESCRIPTION

PARCEL ONE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 7 EAST, MDB&M., BEING FURTHER DESCRIBED AS PARCEL "A" OF PARCEL MAP NO. P71232, RECORDED NOVEMBER 19, 1975 IN BOOK 7 OF PARCEL MAPS, AT PAGE 105, PLACER COUNTY RECORDS.

PARCEL TWO:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES OVER AREA "K" OF SAID PARCEL MAP NO. P71232.

PARCEL THREE:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, T. 11 N., R. 7E., M.D.B.&M., SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THAT MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, IN BOOK 7 OF PARCEL MAPS, AT PAGE 105; THENCE SOUTH 00°14'00" WEST 35.00 FEET; THENCE SOUTH 89°46'00" EAST 241.03 FEET, TO A POINT IN THE EAST LINE OF SAID NORTHWEST 1/4, AS SAID EAST LINE IS SHOWN ON THAT SURVEY RECORDED IN THE OFFICE OF SAID RECORDER IN BOOK 1 OF SURVEYS, AT PAGE 58; THENCE ALONG SAID EAST LINE, NORTH 00°03'00" EAST 35.00 FEET, TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 AS SHOWN ON SAID SURVEY, SAID CORNER ALSO BEING IN THE SOUTH LINE OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A", NORTH 89°46'00" WEST 241.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONTAINED IN DEED TO THE HEIRS OR DEVISEES OF IVAN B. QUINCY SR., DECEASED, SUBJECT TO THE ADMINISTRATION OF THE ESTATE OF SAID DECEDENT, RECORDED AUGUST 5, 1965, IN BOOK 1075 AT PAGE 152, PLACER COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 045-120-041-000 AND 045-120-042



**EXHIBIT C**

Description of Bell Property

All of that certain real property located in the County of Placer,  
State of California, and more particularly described as follows:

(See Attached).

API/GRANITE/EASEMENT(BELL)

1

5/3/99.V8

22

DESCRIPTION

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 7 EAST, M.D.B.6M., PLACER COUNTY, CA, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4" PIPE TAGGED L.S. 3475, ON THE WEST LINE OF THE "BELL PROPERTY, AS DESCRIBED IN BOOK 897, OFFICIAL RECORDS, AT PAGE 14 AND FURTHER DELINEATED ON THE MAP OF "QUARRY MEADOWS" SUBDIVISION, ON FILE IN BOOK "Q" OF MAPS, AT PAGE 73, PLACER COUNTY RECORDS; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 20 BEARS THE FOLLOWING FOUR COURSES: (SAID SECTION CORNER IS MARKED BY A 6X6 GRANITE MONUMENT AS SHOWN ON SAID MAP OF "QUARRY MEADOWS" SUBDIVISION.)

1. NORTH 89 DEGREES 53'12" WEST, 50.00 FEET.
2. SOUTH 00 DEGREES 06'48" WEST, 110.00 FEET.
3. NORTH 89 DEGREES 53'12" WEST, 636.25 FEET.
4. SOUTH 00 DEGREES 06'48" WEST, 341.00 FEET, MEASURED ALONG THE WEST LINE OF SAID SECTION 20.

THENCE FROM POINT OF BEGINNING, SOUTH 60 DEGREES 23'04" EAST, 225.29 FEET.

THENCE NORTH 55 DEGREES 00'00" EAST, 108.00 FEET.

THENCE NORTH 34 DEGREES 11'06" WEST, 504.74 FEET, TO THE NORTHWEST CORNER OF THE "BELL" PROPERTY, AS DESCRIBED IN BOOK 897, OFFICIAL RECORDS, AT PAGE 14, SAID CORNER IS MARKED BY A NAIL AND L.S. TAG #3475, SET IN GRANITE OUTCROPPING, AS SHOWN ON SAID MAP OF "QUARRY MEADOWS" SUBDIVISION.

THENCE SOUTH 89 DEGREES 48'27" EAST, 77.05 FEET ALONG THE NORTH LINE OF SAID "BELL" PROPERTY, TO A POINT MARKED BY A 3/4" I.P. TAGGED L.S. #3475, AS SHOWN ON SAID MAP OF "QUARRY MEADOWS" SUBDIVISION.

THENCE ALONG THE BOUNDARY AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN BOOK 25 OF PARCEL MAPS, AT PAGE 85, PLACER COUNTY RECORDS, THE FOLLOWING THREE COURSES, EACH ARE MARKED BY A 3/4" I.P. TAGGED L.S. #3475, AS SHOWN ON SAID MAP OF "QUARRY MEADOWS" SUBDIVISION.

1. SOUTH 00 DEGREES 11'33" WEST, 6.00 FEET.
2. SOUTH 89 DEGREES 48'27" EAST, 20.00 FEET.
3. NORTH 00 DEGREES 11'33" EAST, 6.00 FEET.

THENCE SOUTH 89 DEGREES 48'27" MARCH, 544.94 FEET, ALONG THE NORTH LINE OF SAID "BELL" PROPERTY AS DESCRIBED IN BOOK 897, OFFICIAL RECORDS, AT PAGE 14 AND FURTHER DELINEATED ON THE MAP OF "QUARRY MEADOWS" SUBDIVISION, TO A 3/4" I.P. TAGGED L.S. #3475, MARKING A POINT ON THE "EAST LINE" OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20. SAID POINT LIES, NORTH 00 DEGREES 04'33" EAST, 820.10 FEET FROM THE SOUTH LINE OF SAID SECTION 20, AS MEASURED ALONG SAID "EAST LINE".

THENCE SOUTH 00 DEGREES 04'33" WEST, 36.46 FEET, ALONG SAID "EAST LINE", TO A 3/4" I.P. TAGGED L.S. #3475, MARKING A POINT ON THE NORTH LINE OF THE "BELL" PROPERTY, AS DESCRIBED IN BOOK 938, OFFICIAL RECORDS, AT PAGE 395.

23

DESCRIPTION

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 22'45" EAST, 379.54 FEET, TO THE MOST NORTHWESTERLY CORNER OF SAID, "QUARRY MEADOWS" SUBDIVISION, SAID CORNER IS MARKED BY A 3/4" I.P. TAGGED L.S. #3475.

THENCE ALONG THE BOUNDARY OF SAID "QUARRY MEADOWS" SUBDIVISION, THE FOLLOWING FOUR COURSES:

1. SOUTH 00 DEGREES 22'57" WEST, 480.80 FEET, TO A 3/4" I.P. TAGGED L.S. #3475.
2. NORTH 89 DEGREES 48' 27" WEST, 295.00 FEET, TO A 3/4" I.P. TAGGED L.S. #3475.
3. SOUTH 00 DEGREES 11'33" WEST, 250.00 FEET, TO A 3/4" I.P. TAGGED L.S. #3465, MARKING THE MOST SOUTHWESTERLY CORNER OF LOT NUMBER 4 OF SAID "QUARRY MEADOWS" SUBDIVISION.
4. NORTH 89 DEGREES 48'27" WEST, 50.00 FEET, TO A POINT ON THE EAST LINE OF PARCEL "A" OF THAT PARCEL MAP, ON FILE IN BOOK 7 OF PARCEL MAPS, AT PAGE 105, PLACER COUNTY RECORDS, SAID POINT IS MARKED BY A 3/4" I.P. TAGGED L.S. #3475.

THENCE ALONG THE BOUNDARY OF SAID PARCEL MAP THE FOLLOWING THREE COURSES:

1. NORTH 00 DEGREES 11'33" EAST, 110.00 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A" MARKED BY A 3/4" I.P. TAGGED L.S. #3475.
2. NORTH 89 DEGREES 48' 27" WEST, 272.00 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL "A" MARKED BY A 1" I.P. TAGGED L.S. #3423.
3. SOUTH 00 DEGREES 11'33" WEST, 160.00 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL "A" MARKED BY A 1" I.P. TAGGED L.S. #3423. SAID POINT LIES ON THE SOUTH LINE OF SAID SECTION 20.

THENCE NORTH 89 DEGREES 48'27" WEST, 452.09 FEET, ALONG THE SOUTH LINE OF SAID SECTION 20, TO THE SOUTHWEST CORNER OF THE "BELL" PROPERTY, MARKED BY A CHISELED CROSS IN LARGE GRANITE OUTCROPPING, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 20 BEARS NORTH 89 DEGREES 48'27" WEST, 636.93 FEET.

THENCE ALONG THE WEST LINE OF "BELL" PROPERTY DUE NORTH, 341.88 FEET, TO A POINT ON SAID WEST LINE, SAID POINT IS MARKED BY A CHISELED CROSS IN LARGE GRANITE OUTCROPPING.

CONTINUING ALONG SAID WEST LINE OF "BELL" PROPERTY, NORTH 00 DEGREES 06'48" EAST, 110.00 FEET, TO AN ANGLE POINT IN SAID WEST LINE SAID ANGLE POINT FALLS IN THE STREAM BED OF "SECRET RAVINE".

THENCE SOUTH 89 DEGREES 53'12" EAST, 50.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL IS DELINEATED AS PARCEL NO. 1 ON THE LOT LINE ADJUSTMENT RECORDED SEPTEMBER 30, 1997, SERIES NO. 97-0060214, OFFICIAL RECORDS.

APNS: 45-120-063 AND 45-360-001

EXHIBIT D

Description of API Easement Area

(See Attached).

API/GRANITE/EASEMENT(BELL)

5/3/99.VB

25

EXHIBIT "D"

Monument Springs Road Tentative Road Easement  
Across  
Bell Property, Doc. 97-0060214-00

A Portion of the Southwest one-quarter of Section 20, Township 11 North, Range 7 East, M.D.M., situate in the County of Placer, State of California, described as follows:

A strip of land 60 feet in width, the centerline of which is described as follows:

Beginning at a point on the Southerly line of that certain real property ("Bell Property"), described in the Resolution to Approve a Minor Boundary Line Adjustment, as Resultant Legal Description, "Parcel 1", being recorded on September 30, 1997, as Document # 97-0060214-00, Placer County Official Records, from which the Southwest corner of said real property bears the following three courses:

1. North 89°48'27" West 106.58 feet;
2. South 00°11'33" East 160.00 feet;
3. North 89°48'27" West 452.09 feet;

thence from said Point of Beginning, leaving said Southerly line North 22°05'18" West 99.58 feet to the beginning of a curve to the right having a radius of 350.00 feet; thence 132.53 feet along said curve through a central angle of 21°41'41" to the beginning of a reverse curve having a radius of 350.00 feet; thence 183.12 feet along said curve through a central angle of 29°58'39"; thence North 30°22'16" West 307.10 feet to the terminus of this description, being a point on the Northerly line of said real property from which the Northeast corner of said real property bears the following three courses:

1. South 89°48'27" East 401.04 feet;
2. South 00°04'33" West 36.46 feet;
3. South 89°22'45" East 379.54 feet.

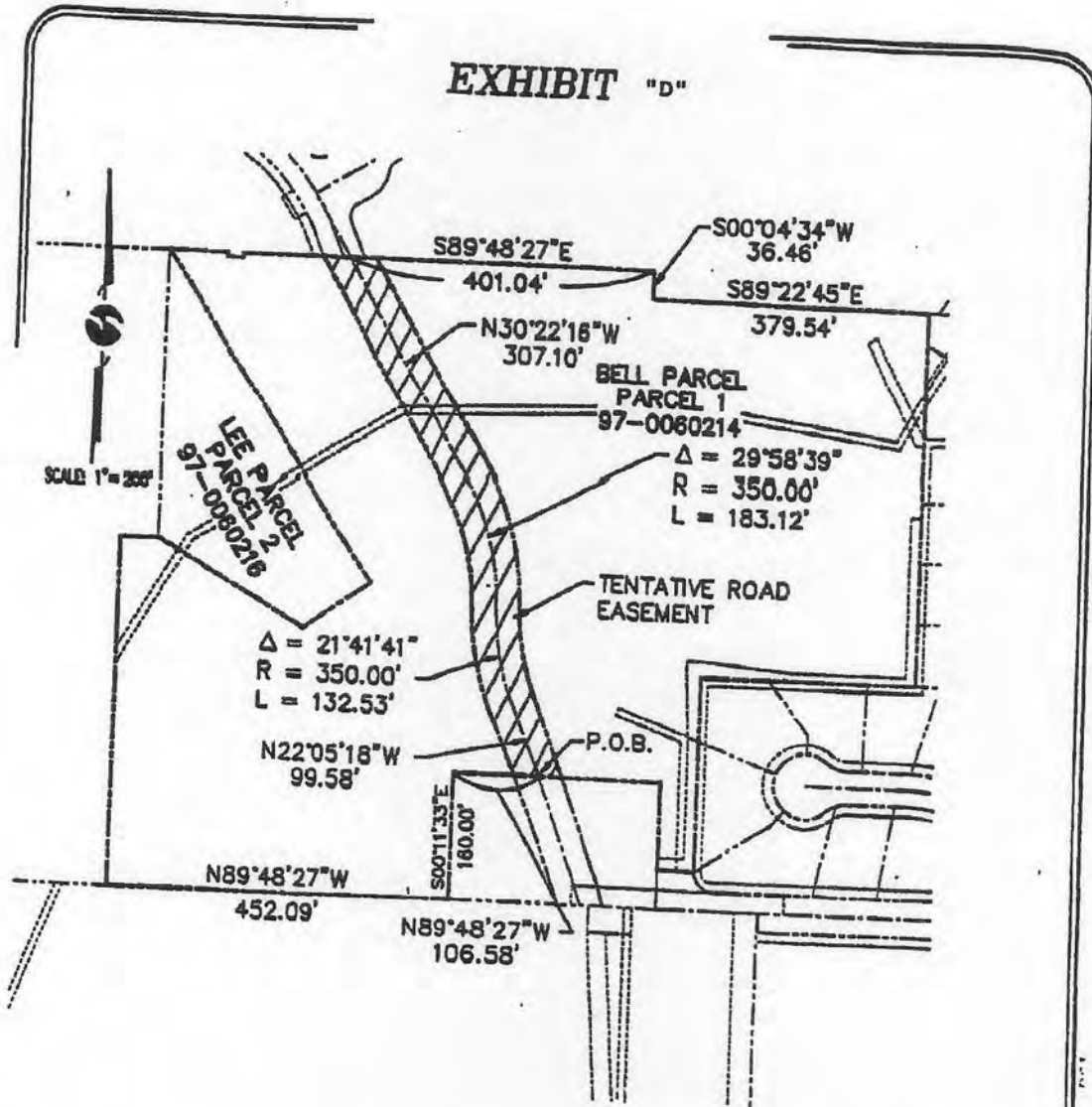
Robert C Bangert 3-29-99  
Robert C Bangert LS 5250 Date  
License Expires 12-31-99



(5095LGL.001/25-5850-03)

26

EXHIBIT "D"



*Robert C Bangert*  
**ROBERT C BANGERT** LS 5250  
 LICENSE EXPIRES 12-31-99

3-29-99  
 DATE



**Granite Lakes Estates/Bell Property  
 Monument Springs Rd Tentative Road Easement**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF PLACER )

ss.

On MAY 4, 1999, before me, V. Diane BRISTOW, Notary Public, personally appeared Helen A Bell

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



WITNESS my hand and official seal.

V. Diane Bristow  
(SIGNATURE OF NOTARY)

OPTIONAL SECTION

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

TITLE OR TYPE OF DOCUMENT GRANT OF RIGHT-OF-WAY, ROAD DEVELOPMENT AND MAINTENANCE AGREEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF PLACER

)  
)ss.  
)

On MAY 4, 1999, before me, V. DIANE BRISOW, Notary Public, personally appeared MICHAEL C. BROMBAUGH

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



WITNESS my hand and official seal.

V. Diane Brisow  
(SIGNATURE OF NOTARY)

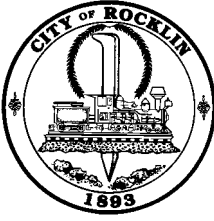
OPTIONAL SECTION

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_



# CITY OF ROCKLIN

## MEMORANDUM

DATE: February 23, 2010

TO: Honorable Mayor and City Council

FROM: Carlos A. Urrutia, City Manager  
Terry A. Richardson, Assistant City Manager  
Sherri Abbas, Development Services Manager  
Bret Finning, Associate Planner

RE: GRANITE LAKE ESTATES MODIFICATION  
General Development Plan Amendment, PDG-2000-08A  
Development Agreement Amendment, DA-2000-01A

ORD NO: 958 and 959

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### SUMMARY AND RECOMMENDATION

The Planning Commission and staff recommend that the City Council approve the following:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN ORDINANCE AMENDING THE GRANITE LAKE ESTATES GENERAL DEVELOPMENT PLAN (ORDINANCE 855)  
(Granite Lake Estates Modification / PDG-2000-08A)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROCKLIN AND GRANITE LAKES, LLC. FOR DEVELOPMENT OF THE PROPERTY KNOWN AS GRANITE LAKES ESTATES EXTENDING THE TERM OF THE AGREEMENT TO JULY 11, 2020, AND CHANGING THE LIMITATION ON THE NUMBER OF BUILDING PERMITS THAT MAY BE ISSUED WITHIN THE PROJECT AREA PRIOR TO THE COMPLETION OF THE MONUMENT SPRINGS DRIVE BRIDGE FROM 40 TO 48  
(Granite Lakes Estates Modification / DA 2000-01A)

### **Application Request and Project Overview**

The project applicants are seeking approval of a General Development Plan Amendment (PDG-2000-08A) and a Development Agreement Amendment (DA-2000-01A) for the Granite Lakes Estates project.

The General Development Plan Amendment will allow an increase in the total number of homes that may be built in the Granite Lakes Estates subdivision from 40 to 48 prior the completion of the Monument Springs Bridge.

The proposed Development Agreement Amendment will extend the term of the Agreement to the year 2020 and increase the total number of homes that may be built in the Granite Lakes Estates subdivision from 40 to 48 prior the completion of the Monument Springs Bridge.

### **Summary of Planning Commission Action**

The Planning Commission held a public hearing to consider this project on November 17, 2009. Several people addressed the Planning Commission to express concerns with the Granite Lake Estates project.

Richard Villers, Rocklin, CA, expressed concerns with the adequacy of the traffic barriers at the easterly terminus of Monument Springs Drive (adjacent to the Secret Ravine Subdivision). Staff stated that the City Engineer, Larry Wing, would be consulted regarding repairs and improvements that could be made to the barrier at the end of the street and his findings would be reported to the City Council when the project went before them.

Debbie Valadika, Rocklin, CA, asked if there were a guarantee that the bridge to extend Monument Springs Drive across Secret Ravine would be built. She asked if the bridge was not built, that Aguilar Road be improved as it is in disrepair. Staff stated that the guarantee that the bridge would be constructed before the issuance of the 49<sup>th</sup> building permit is in the development agreement, which runs with the land. So, if the project is sold it is still bound by the development agreement. Staff also pointed out that about a third of Aguilar Road is in Placer County's jurisdiction so the City is unable to do any improvements on a large portion of the road.

Mark & Sonia Coopwood, Rocklin, CA, stated that they would like to have the two construction trailers that are across the street from their home removed (See Photo Attachment 3). They indicated that the reason the developer had given them for not moving the trailers was the poor economy. When asked by the Planning Commission the applicant, David Snyder, stated that the trailers are in good repair. However, there are problems with the mobility of the trailers and added that he hoped to sell them when he sold the project.

**Commission Deliberation/Discussion:**

During deliberations the Planning Commission generally found the following:

1. They concurred with the concerns regarding the traffic barrier on Monument Springs Drive and asked staff to provide the City Council with information to allow the City Council to direct a resolution to the issue.
2. With regard to the condition of Aguilar Road they recommended that the City Council communicate directly with District Supervisor Robert Weygandt in order to resolve the Aguilar Road repair issue.
3. That the construction trailers are significant concern for them as approving this project would help the applicant out of a difficult business situation. However, they did not feel that the applicant was extending the same consideration to the residents. As it was not possible to condition the entitlements before the Planning Commission to require the removal of the trailers they determined that they would recommend approval of the project with the strong recommendation that the City Council address the issue on the residents' behalf.

Upon completion of deliberations the Planning Commission voted, 3-0, 2 absent, to recommend that the City Council approve the proposed modifications to the Granite Lake Estates general development plan and development agreement. Please see the attached minutes of the Planning Commission meeting for additional detail.

**Actions Subsequent to the Planning Commission Meeting of November 17, 2009**

After the Planning Commission meeting on November 17, 2009, staff learned that the Granite Lake Estates project had been sold. The new owner is S360 Granite Lakes LLC, a California Limited Liability Company. The managing partner of S360 Granite Lakes LLC is Ray Sahadeo. Staff subsequently met with the S360 Granite Lakes LLC team to discuss the project and the issues that came up at the Planning Commission meeting on November 17, 2010. As of February 17, 2010 both of the construction trailers had been removed from the Granite Lake Estates project. The new owners have also repaired and improved the traffic barrier at the terminus of Monument Springs Drive, see photo Attachment 4.

The Public Works Director inspected Aguilar Road. He found that the road section located south of the Aguilar Tributary to Secret Ravine, the portion of the road located in Placer County, was in reasonable repair. The stretch of Aguilar Road located north of the intersection with China Garden Road was also found to be in a reasonable state of repair. However, he determined that the portion of Aguilar Road located between China Garden Road and the Aguilar Tributary to Secret Ravine does need work. Accordingly the needed repair and refurbishment of Aguilar Road between China Garden Road and the

Aguilar Tributary to Secret Ravine has been included on the list of future Capital Improvement Projects (CIP).

## **ANALYSIS**

### **Location**

The subject property is generally located southwest of the western end of Greenbrae Road and east of the Rustic Hills Subdivision. APN # 454-070-001 thru 054, and 046-030-070.

### **Owner/Applicant**

The property owner and applicant is S360 Granite Lakes LLC.

### **Site Characteristics**

The project site has varied terrain and contains a stock pond, two quarry ponds and year round stream. The elevation of the property ranges from 250 feet on the northern end to over 400 feet on the southeast end. Generally, the site slopes in a westerly direction and is heavily covered with oak trees. Two streams traverse through the property, Secret Ravine Creek along the western portion and Sucker Ravine Creek in the northwest corner. Both creeks have a substantial floodplain on the site. The first phase of the project has been developed and approximately 9 of the 48 lots therein have been developed.

### **Background**

The project concept of single family residential development at this location was approved by the City on two previous occasions.

In 1989, the City of Rocklin approved a tentative subdivision map (SD-87-24) and Mitigated Negative Declaration (MND) for the project site. That project, also known as Granite Lakes Estates, was a 128-lot subdivision and specific plan use. The 1989 project received all of the time extensions available under City ordinances and by the State of California. The property owner was unable to final the map during the permitted time frame and requested approval of a new tentative subdivision map and specific plan use permit for the project site in 1998 (SD-96-04, SPU-98-29, and TRE-96-25).

The City prepared and circulated a Mitigated Negative Declaration (MND) for the 1998 application. The MND, the 1998 tentative subdivision map application, and other associated entitlements were approved by the City Council in April 1999.

The MND was challenged by a group of citizens (Concerned Citizens of Rocklin) and in February 2000, the Superior Court of Placer County ruled that the City must set aside all project approvals until an Environmental Impact Report was prepared that re-addressed the project's impact on the environment. Rather than file an appeal, the City and the applicant chose to comply with the writ of mandate issued by the court, by preparing a project-specific EIR that examined the environmental impacts of the project. In addition, the applicant re-designed the project to address specific flooding and biological concerns raised under the lawsuit. The project EIR and revised application entitlements were approved by the City Council on June 11, 2002.

Primary access to the Granite Lakes Estates development is currently provided via Aguilar Road. Greenbrae Road also provides for a more circuitous secondary access via Foothills Road, El Don Drive and Southside Ranch Road. Aguilar Road is a two-lane local roadway considered "under improved" because it lacks sidewalk, curb, and gutter in addition the roadway's narrow right-of-way and the location of several homes with minimal setbacks from the street made it prohibitively costly to try and widen Aguilar Road. As a result, one of the components of the Southeast Rocklin Circulation Element, adopted by the City council in 1993, is the severing of Aguilar Road (near its crossing of the Aguilar Tributary). Instead of Aguilar Road primary access to the Granite Lakes Estates development and other projects off of Greenbrae Road, access would be provided by the extension of Monument Springs Drive. Monument Springs Drive is planned to extend from the entrance to the subdivision on Greenbrae Road north to connect with the existing terminus of Monument Springs Drive (near the southerly entrance to Secret Ravine Estates subdivision). The extension includes a two-lane bridge spanning Secret Ravine Creek at the northerly terminus of Monument Springs Drive.

The General Development Plan and the Development Agreement approved for the Granite Lakes Estates project allowed up to 40 lots (approximately one-third of the project) to be constructed and occupied prior to construction of the Monument Springs Bridge being completed. Forty (40) is the number of lots the project applicant negotiated with staff to allow some development to occur to off-set the construction cost of the bridge with minimal traffic increases on existing roads and was not based upon any impact thresholds being exceeded with the 41<sup>st</sup> home. Nonetheless, as approved in 2002 the bridge across Secret Ravine Creek and the extension of Monument Springs Drive would have to be completed prior to issuance of the 41<sup>st</sup> building permit in the Granite Lakes Estates project.

The first phase of the subdivision, consisting of 48 lots, has constructed. Approximately 9 homes have been built in the Phase I development to date. However, the extension of Monument Springs Drive has been delayed by several factors, including a revision to the proposed roadway alignment, difficulties with right-of-way acquisition, and the downturn in the economy.

### **Application Request**

The project applicant has submitted an application to modify the approvals for the Granite Lakes Estates project to allow an additional eight homes to be constructed prior to the completion of the extension of Monument Springs Road and bridge. This change would allow homes to be built on all of the 48 lots created by the recording of the first phase of the subdivision. As noted previously the cap of 40 homes was a number negotiated by the applicant and staff prior to the original project approval in 2002 and was not based upon any specific impact threshold that would be crossed if more than 40 homes were built prior to the completion of the Monument Springs Drive extension. Given that, the Planning Commission and staff have no objection to the applicant's proposal to change the change the maximum number of homes that could be developed in the subdivision prior to the completion of the Monument Springs Drive extension over Secret Ravine from a maximum of 40 units to 48 units.

In addition, the applicant has requested that the term of the development agreement be extended by for another 8 years to vest the project entitlements through the year 2020. Currently the development agreement will expire on July 11, 2012. Given the recent economic downturn the Planning Commission and staff have no objection to this request.

Implementation of the proposed modifications will require that the General Development Plan and the Development Agreement approved for the Granite Lakes Estates project in 2002 be amended as follows:

#### **General Development Plan**

Section 9. Special Conditions, D. Phasing Requirements for SD-2000-02, 1. (General Development Plan, page 4 of 4)

1. The extension of Monument Springs Drive and construction of a bridge over Secret Ravine Creek connecting the City of Rocklin to the County of Placer shall be completed and open to the public as authorized by Placer County prior to the issuance of the 41<sup>st</sup> **49th** building permit for the project.

#### **Development Agreement**

### **RECITALS**

1. Recitals, Section F (Development Agreement, page 4 of 23)

#### **F. Entitlements.**

The City Council of the City of Rocklin has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1. Tentative Subdivision Map (SD-2000-02), Resolution No. 2002-166
  2. Oak Tree Preservation Permit (TRE-2000-33), Resolution No. 2002-166
  3. General Development Plan. (PDG-2000-08), Ordinance No. 855
  4. **General Development Plan Modification (PDG-2000-08A) Ordinance No.**
  5. Mitigation Monitoring Program (EIR-2000-01), Resolution No. 2002-165
2. Agreements, Section 2. COMMENCEMENT AND EXPIRATION, a. Initial Term (Development Agreement, page 6 of 23)
- a. Initial Term.** The term of this Agreement shall commence on the Effective Date and shall extend for a period of ~~ten (10)~~ **eighteen (18)** years thereafter **(Expiring July 11, 2020)**, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto.
3. Agreements, Section 5. IMPLEMENTATION, b. Developer Improvements and Other Obligations, ii, (5) (Development Agreement, page 12 of 23)
- (5) Extend Monument Springs Drive from the entrance of the Project on Greenbrae Road, across the parcel to the north of the Project site commonly known as the "Bell property," to connect the Property to the existing terminus of Monument Springs Drive. This extension of Monument Springs Drive connecting China Garden Road with Greenbrae Road is consistent with the Southeast Rocklin Circulation Element, and shall include design and construction of a bridge over Secret Ravine Creek, connecting the City of Rocklin to the County of Placer. The bridge shall be completely constructed and open to the public prior to issuance of the 41<sup>st</sup> **49<sup>th</sup>** building permit for the project.

### **Attachments**

1. Vicinity Map
2. Minutes of the Planning Commission Meeting of 11/17/2009
3. Photo of Construction Trailers.
3. Photo of reconstructed Monument Springs Road traffic barrier.

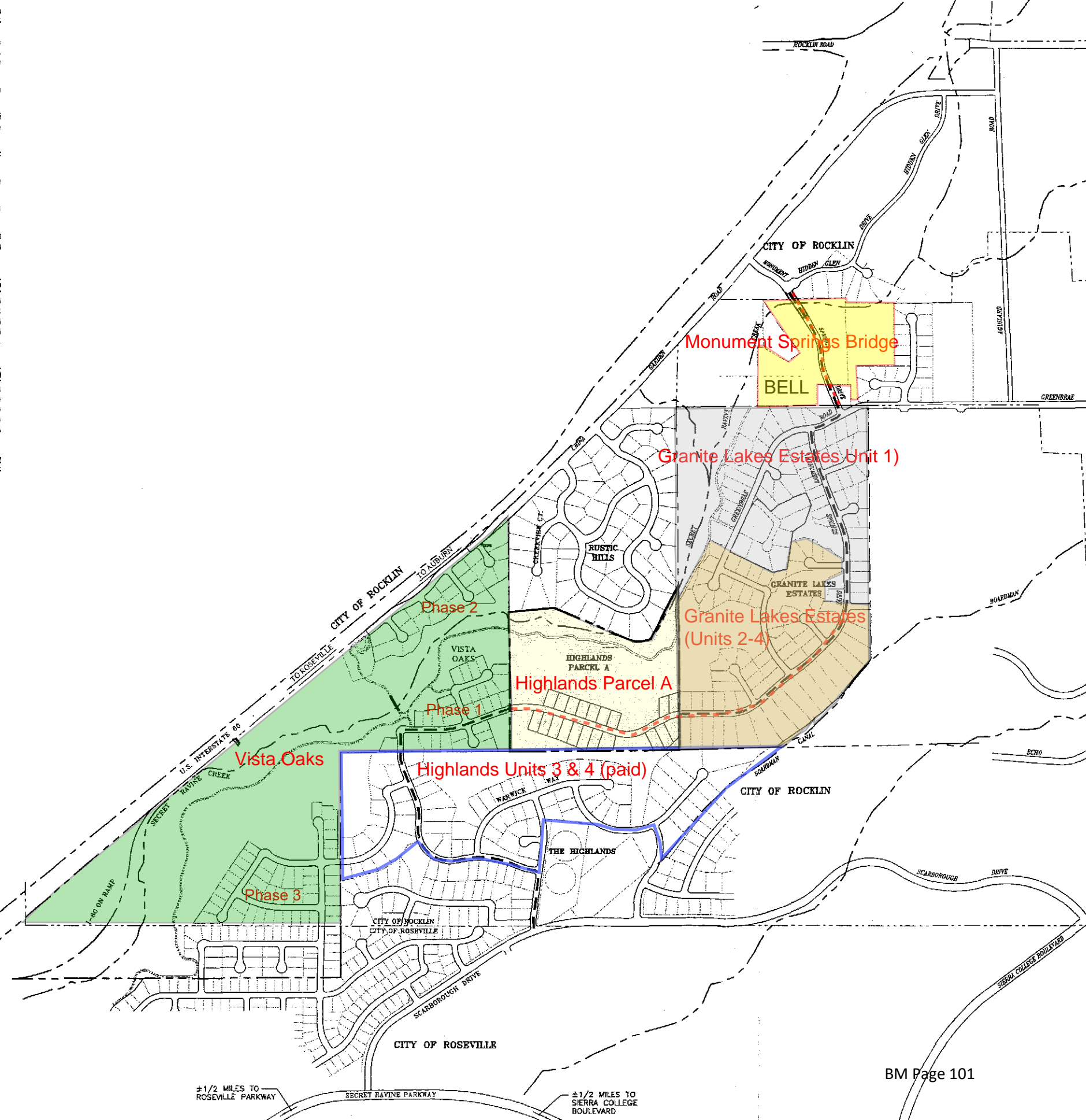


## **Attachment 1. Vicinity Map**

## **Attachment 2. Minutes of the PC Meeting of 11/17/2009**

**Attachment 3. Photo of Construction Trailers.**

**Attachment 4. Photo of Reconstructed Monument Springs  
Road Traffic Barrier.**



Monument Springs Bridge

BELL

Granite Lakes Estates Unit 1)

Granite Lakes Estates (Units 2-4)

Highlands Parcel A

Highlands Units 3 & 4 (paid)

Vista Oaks

Phase 2

Phase 1

Phase 3

±1/2 MILES TO ROSEVILLE PARKWAY

±1/2 MILES TO SIERRA COLLEGE BOULEVARD

RESOLUTION NO.2006-351

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN APPROVING  
A TENTATIVE SUBDIVISION MAP  
(Vista Oaks / SD-2001-04, TRE-2001-30)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

A. Tentative Subdivision Map (SD-2001-04, TREE-2001-30) allows the subdivision of 93.2 acres generally located at the southerly terminus of China Garden Road into 100 residential lots and 5 open space parcels.

B. An Environmental Impact Report prepared for this project has been certified via City Council Resolution No. 2006-349.

C. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

D. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

F. The site is physically suitable for the proposed type and density of development.

G. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

H. The design of the subdivision and type of improvements will not cause serious public health problems.

I. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.

J. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The Vista Oaks tentative subdivision map (SD-2001-04, TRE-2001-30) as depicted in Exhibits A & B, attached hereto and by this reference incorporated herein, is hereby recommended for approval, subject to the conditions listed below. The approved Exhibits A & B shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibits A & B shall be controlling and shall modify Exhibits A & B. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final map with the City Engineer for the purpose of filing with the City Council. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

## B. Conditions

### 1. Utilities

- a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans. (PCWA, ENGINEERING)
- b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans. (SPMUD, ENGINEERING)

Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to the City and SPMUD prior to approval of the sewer plan for the project. (ENGINEERING)

- c. Telephone, Gas, and Electricity – Telephone, gas and electrical service shall be provided to the subdivision from Roseville Telephone, Pacific Bell, and Pacific Gas & Electric (PG&E). (APPLICABLE UTILITY, ENGINEERING)
- d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer. (ENGINEERING)



- e. Prior to recordation of final map, the project shall be included in the appropriate City financing districts as needed to most efficiently provide for public maintenance of public landscaping, improvements such as sound walls, and provision of new or enhanced services such as street lighting. (FINANCE, ENGINEERING, PUBLIC WORKS)

It is anticipated that the following will be necessary:

Annexation into: CFD No. 1, Lighting & Landscaping District No. 2, CFD No. 5 (annexation into CFD No. 5 to also cover maintenance of the portion of the Monument Springs Drive Extension and Bridge that is located in Placer County).

De-annexation from: Lighting & Landscape District No. 1

## 2. Schools

- a. Financing: The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING):
  - 1) At the time of issuance of a building permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995, to the satisfaction of the Rocklin Unified School District.
  - 2) The above condition shall be waived by the City Council if the applicant and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

## 3. Fire Service

- a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency (PCWA). (PCWA, FIRE, ENGINEERING)
- b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (ENGINEERING, FIRE)
- c. Fire Department access into open space areas shall be provided in the general locations indicated on Exhibit A. (FIRE)

- d. An Open Space Management and Fuel Modification Plan shall be prepared by the subdivider and approved by the City of Rocklin prior to recording of any final maps for the project. The Open Space Management and Fuel Modification Plan shall provide for but not be limited to the following (ENGINEERING, PUBLIC WORKS, FIRE) (VII-1.):
  - 1) Identification of thirty (30') foot wide fuel modification (fuel break) zones in all open space areas where adjacent to residential parcels (on and off site), taking into account Elderberry bushes and their surrounding none disturbance areas, to reduce fire hazards.
  - 2) Thinning and removal of vegetation in the open space areas to create and maintain the fuel modification zones. Said thinning shall consist of pruning all tree branches to approximately six (6') feet above grade and trimming grasses and shrubs to maintain them at not more than approximately six (6") inches in height.

4. Improvements/Improvement Plans

Project improvements shall be designed, constructed and / or installed as shown on the approved improvement plans, in compliance with applicable city standards including but not limited to the City's Standard Specifications then in effect. The project improvement plans shall be subject to and / or provide for the following (ENGINEERING, PLANNING):

- a. Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances. (ENGINEERING)
- b. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless the subdivider executes the City's standard form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer. (ENGINEERING)
- c. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s). The grading and drainage plan shall include the following:

- 1) All storm drainage run-off from site shall be collected into a City standard sand and oil trap manhole (or an equal as approved by the City Engineer) prior to discharge of storm run-off offsite.
- 2) Individual lot drainage including features such as lined drainage swales.
- 3) All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.
- 4) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.
- 5) Prior to any grading or construction activities, the applicant shall comply with the provisions of Attachment 4 in the City's Storm water Permit to the satisfaction of the City Engineer. These provisions shall also be applicable to the limited graded lots on Phase 1 of the Vista Oaks project site. (4.4MM-3b)
- 6) Construction related and permanent Best Management Practices (BMPs) and Best Available Technologies (BATs) shall be incorporated into the final project design and / or noted on the Improvement Plans as appropriate to reduce urban pollutants in runoff, consistent with goals and standards established under Federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Storm water runoff BMPs selected from the Storm Water Quality Task Force, the Bay Area Storm Water Management Agencies Association Start at the Source – Design Guide Manual, or equally effective measures shall be identified prior to final design approval and shall be incorporated into project design and / or noted on the Improvement Plans as appropriate.

To maximize effectiveness, the selected BMPs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs shall be identified in on improvement plans. (4.4MM-4a)

- d. Prior to any grading or construction activities, the subdivider shall:
  - 1) Obtain a General Construction Activity Storm Water Permit as a part of the National Pollutant Discharge Elimination System (NPDES) permit process from the Regional Water Quality Control Board. (ENGINEERING) (4.4MM-3a)
  - 2) Submit verification from the U.S. Army Corp of Engineers and the California Department of Fish and Game that the project meets all regulations and that the subdivider has obtained all required permits relating to wetlands and waterways. (ENGINEERING)
- e. The following subdivision improvements shall be designed, constructed, and/or installed:
  - 1) All on-site standard subdivision improvements, including streets, curbs\*, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants. (\*All curbs shall be vertical curbs and not rolled curbs)
  - 2) Developer shall dedicate to City a telecommunication easement, and shall install and dedicate to City telecommunication conduit within the easement. The easement shall be located in the public utility easement of each street within the subdivision, and any adjacent streets as necessary to connect the easement to the City's public street and easement network. The easement shall be for telecommunications use by City, in whatever manner City may, in its sole discretion, elect. The conduit shall be large enough for at least two (2) sets of coaxial cable (approximately three (3) inches total diameter), shall include access to the cable spaced at reasonable distances, and shall otherwise comply with City standards and specifications in effect at the time the conduit is installed.

Developer shall provide any City telecommunication franchisee, including any cable television franchisee, access to the easement for the purpose of installing cable and conduit while the public utility trench is open and prior to the street being paved.

3) The following on-site special improvements, timing of construction shall be as noted in Condition 12. Phasing, below:

- i. A property line noise barrier measuring 9-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 14-feet from finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) in front of the first row of lots facing I-80 in order to meet the lower limit exterior noise level of 60 dB  $L_{dn}$ .

The barrier shall connect with the existing 14-foot noise barrier to the east and shall extend southwesterly along the project site's boundary with I-80 and along the easterly boundary of Parcel B terminating approximately 300 feet to the west of lot #23 to prevent sound flanking as shown on Exhibits A & B.

The barrier wall shall be designed and built to closely match that existing sound wall. The design of the sound wall shall include a locking solid metal door constructed of 16-gauge steel or equivalent, powder coated dark bronze. Said door shall have a minimum width of 8-feet and a minimum height of 9-feet to provide access to Parcel B and be designed to seal so that it doesn't compromise the integrity of the sound wall. If revisions are made to the grading plans for Phase I, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

- ii. A property line noise barrier measuring 3-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 8-feet from adjacent finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) to allow the park site, Parcel E, to meet the lower limit exterior noise level of 69 dB  $L_{dn}$ .

The 8 feet high wall shall be required to extend west from the terminus of the 14-foot barrier, which is required for the Phase I residential area to a point 100 feet past the western terminus of the Phase I area as indicated on Exhibits A & B. Except for height the sound wall shall be designed and built to match the 14-foot sound wall. If revisions are made to the grading plan for Parcel E, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

- iii. Within the Phase III site, noise barrier walls shall be constructed along the rear lot lines of Lots 70 through 79 between the rear yard (outdoor activity area) and I-80. The noise barrier walls shall wrap around 2 feet onto the side lot lines on Lots 70 and 79 before terminating. On Lot 100 the noise barrier wall shall begin at the front yard set back line on the lot's westerly property line and extend north, turn and run along the length of the northern property line and wrap around 2 feet onto the easterly property line before terminating (as shown on Exhibit B). The noise barrier walls shall be made of double sided split faced block with a grey granite color. The wall shall be topped with a decorative concrete cap. Noise barrier walls shall be constructed to a height of 6 feet above each building pad elevation. There shall be no openings in the walls. If revisions are made to the grading plan for Phase III, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)
- iv. Along any property line where any residential lot abuts an open space area, except where masonry sound walls are required for noise attenuation, the following fencing shall be required to be installed (ENGINEERING, PLANNING):
  - (a) Within 25-feet of the public right-of-way a 30-inch high masonry wall constructed of double sided split faced block with a grey granite color with a decorative concrete cap.
  - (b) More than 25-feet from the public right-of-way 30-inch high masonry wall constructed double sided split faced block with a grey granite color with a decorative concrete cap. The masonry wall shall be topped with a decorative tubular steel or wrought iron style fence constructed of medium gauge, or better, steel or aluminum powder-coated black or dark bronze approximately 42-inches in height for a total fence height of 6-feet.
  - (c) Where open space parcels extend between or next to residential lots to accommodate fire access to open space areas (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) a solid six foot high redwood fence with metal fence posts. Matching wooden gate(s) with locks and permanent identification signage shall be installed where the fire access transitions from an easement across the adjacent lot(s) to the open space parcel. (ENGINEERING, FIRE)

- v. A six foot high masonry wall shall be constructed along the common property line between Lots 22 & 23 and Parcel E (the park site). The wall shall be constructed of a grey granite color double sided split faced block with a decorative concrete cap and pop out decorative pilasters constructed of the same materials at each end. (ENGINEERING, PLANNING)
- vi. Decorative tubular metal fencing approximately 3'-6" high installed 10 - feet back of sidewalk where open space areas are adjacent to streets. Said fencing shall be powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Gates / opening shall be located at the access points to the trail system as indicated on Exhibit A and as required by the Public Works Director for maintenance access. (ENGINEERING, PUBLIC WORKS, PLANNING)
- vii. Prior to recording a final map for Phase I the existing billboard sign located approximately at the intersection of China Garden Road and Road L shall be removed.

If the existing billboard sign located on in Parcel A is not removed, ownership and control of the sign shall be transferred to the City of Rocklin prior to recording and a final map for Phase I. (ENGINEERING, PLANNING)

- viii. Electricity, water, drainage, phone, and conduit lines shall be stubbed out into Parcel B to accommodate future landscaping and signage on the site to the satisfaction of the City Engineer. (ENGINEERING)
- ix. Electricity, water, sewer, phone, and conduit lines shall be stubbed out for Parcel E to accommodate future park improvements on the site. (ENGINEERING, COMMUNITY SERVICES & FACILITIES)
- x. An off-road trail system through Parcels A & E, as shown on Exhibit A, with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards. Collapsible or removable bollards or other acceptable means to restrict public vehicular access to the trail system shall be implemented where the trail system connects to all public streets and rights-of-way.

The portion of the trail connecting China Garden Road to Monument Springs Drive shall be constructed of concrete to support a 40,000 pound vehicle, provide for an 11 foot minimum width, and provide for turn radii of a minimum of 43-foot at the center line. (ENGINEERING, FIRE, PUBLIC WORKS)

- xi. An emergency access / pedestrian bridge linking Phases I & II, bridge design to provide for but not be limited to the following (ENGINEERING, FIRE, PUBLIC WORKS):
  - (a) Be passable during a minimum of a 10-year storm event.
  - (b) Provide for a minimum 12-foot wide deck.
  - (c) Be designed to carry a minimum load of 40,000 lb.
  - (d) Provide for a 20-foot wide minimum "non-angulated" approach.
  - (e) Provide for approach turn radii of a minimum of 43-foot at the center line.
  - (f) Bridge deck and piers shall be treated with a marine coating.
  - (g) Bridge railings shall be 54-inches high tubular metal powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Spacing between vertical posts shall be consistent with swimming pool fencing standards. Railing sections shall be designed to be able to manually pivot parallel to the flow of water during storm events which inundate the bridge deck.
  - (h) Collapsible or removable bollards shall be installed at either end of the bridge to prevent public vehicular access.
  - (i) Other standards as may be required by the City Engineer.
- xii. Implement the approved Open Space Management and Fuel Modification Plan. (VII-1.) (ENGINEERING, FIRE, PUBLIC WORKS)
- xiii. The trailhead parking and roundabout on Parcel E as indicated on Exhibit A. (ENGINEERING, FIRE, PUBLIC WORKS)
- xiv. The sewer line connection between Phase I and Phase II shall be constructed with and hung from the emergency access bridge across Secret Ravine Creek to minimize impacts to salmon. It is recognized that a sewer lift station may be required to accommodate this design. (ENGINEERING)



- 4) The following off-site improvements:
- i. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the project site prior to recording a final map for either Phases II or III as shown on Exhibit A. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Granite Lake Estates subdivision (SD-2000-02) and Highlands Parcel A subdivision (SD-2003-05) approvals.

A four foot wide meandering sidewalk of an appropriate material such as a decomposed granite, asphalt or concrete shall be constructed along China Garden Road, from the northerly edge of the project's China Garden Road frontage to the northerly most intersection of China Garden Road and Rustic Hill Drive. The final design and material shall be to the satisfaction of the Public Works Director and the City Engineer (ENGINEERING, PLANNING)

- f. Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC WORKS, PLANNING)

- 1) Landscaping to be installed in the following areas:

- i. In the landscape strip between China Garden Road and the freeway sound wall.
- ii. In a 10-foot wide strip immediately behind the public curb and / or sidewalk as applicable where open space parcels A, C, and D abut a public street.

- 2) The landscaping plan shall be prepared by a landscape architect and shall include:

- i. A legend of the common and botanical names of specific plant materials to be used. The legend should indicate the size of plant materials. Shrubs shall be a minimum five-(5) gallon and trees a minimum of 15 gallon.
- ii. A section diagram of proposed tree staking.
- iii. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

- iv. Use of granite or moss rock boulders along the planting areas.
  - v. Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.
  - vi. Certification by the landscape architect that the soil within the landscape area is suitable for the proposed landscaping and / or specify required soil treatments and amendments needed to ensure the health and vigor of landscape planting.
  - vii. Evergreen climbing vines to grow on the southerly side of the freeway sound walls.
  - viii. Landscaping in the open space areas adjacent to the public rights-of-way shall provide for a mix of drought tolerant trees, shrubs, and groundcovers substantially similar to the landscaping along the edge of open space areas in the adjacent Highlands Phase 3 & 4 project.
- 3) All landscaping improvements shall be constructed and/or installed prior to submitting the final map for filing with the City Council, unless the subdivider executes the City's standard form subdivision landscaping agreement and provides the financial security and insurance coverage required by the subdivision landscaping agreement, prior to or concurrent with submitting the final map.
  - 4) The subdivider shall maintain the landscaping and irrigation systems for two years from the date the landscaping is accepted by the City, without reimbursement. The subdivider shall apply for and obtain an encroachment permit to do any maintenance in the public right-of-way until such time as the City takes over maintenance of the landscaping.
- g. All rights-of-way and easements associated with the subdivision improvements shall be offered on, or by separate instrument concurrently with, the final subdivision map; provided, that street rights-of-way shall be offered by means of an irrevocable offer of dedication (IOD). (ENGINEERING)
  - h. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan and shall be accompanied by financial security to ensure implementation of the plan. (ENGINEERING)

- i. Prior to commencement of grading, the subdivider shall submit a dust control plan for approval by the City and the Placer County Air Pollution Control District. This plan shall identify adequate dust control measures and shall provide for but not be limited to the following (4.8MM-2a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT):
  - 1) A pre-construction meeting prior to any grading activities to discuss the construction emission / dust control plan with employees and / or contractors. The Placer County Air Pollution Control District is to be invited.
  - 2) The subdivider shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations.
  - 3) The subdivider shall provide for a representative, certified by the California Air Resources Board (CARB) to perform Visible Emissions Evaluations (VEE), to routinely evaluate compliance to Rule 228, Fugitive Dust.
  - 4) It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond the property boundary at any time.
  - 5) If lime or other drying agents are utilized to dry out wet grading areas, they shall be controlled as not to exceed District Rule 228 Fugitive Dust Limitations.
  - 6) An enforcement plan established in coordination with the Placer County Air Pollution Control District to weekly evaluate project-related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. ( 4.8MM-2d)
  
- j. Prior to any grading or construction activities including issuance of improvement plans, the improvement plans shall clearly indicate that if shallow ground water exists at the time of proposed grading, subdrainage shall be installed in advance of the grading operations to de-water soils within the depth of influence of grading to the extent reasonable. A qualified geologist and/or geotechnical engineer shall estimate the configuration and design of the subdrain systems during exposure of field conditions at the time of or immediately before construction. The contractor may also recommend an alternative which may be mutually agreed upon by the City Engineer and Public Works Director.( 4.5MM-4) (ENGINEERING)

- k. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to (4.5MM-5) (ENGINEERING):
- Recommendations for building pad and footing construction;
  - Use of soil stabilizers or other additives; and
  - Recommendations for surface drainage.
- l. Improvement plans shall contain provisions to ensure that (4.5MM-1) (ENGINEERING):
- 1) Fill placed on slopes steeper than a 6:1 slope gradient (horizontal to vertical), shall be provided with a base key at the toe of the fill slope. The base key shall extend approximately two feet (vertically) into firm material. Fill slopes constructed on the site are expected to be stable if they are constructed on gradients no steeper than 2:1 (horizontal to vertical) and are provided with a base key.
  - 2) Cut slopes in surficial soil or stream deposits shall not exceed a 2:1 gradient. Cut slopes in underlying rock may be stable at gradients up to 1.5:1 depending on the degree of cementation, groundwater seepage, and the orientation of fractures.
- m. If construction is proposed by the developer during the breeding season (February-August) of special-status migratory bird species, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction migratory bird survey of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified biologist in order to identify active nests of any special-status bird species on the project sites. The results of the survey shall be submitted to the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If

active nests are found, an adequately sized temporary non-disturbance buffer zone shall be determined based on California Department of Fish & Game consultation, shall be established around the active nest. Intensive new disturbances (e.g., heavy equipment activities associated with construction) that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January). (4.6MM-2a) (ENGINEERING, PLANNING)

- n. Prior to any grading or construction activities, including issuance of improvement plans, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction breeding-season survey (approximately February 15 through August 1) of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the Proposed Project site.

If phased construction procedures are planned for the proposed project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to the City of Rocklin following the completion of the survey that includes, at the minimum, the following information:

- A description of methodology including dates of field visits;
- The names of survey personnel with resume;
- A list of references cited and persons contacted;
- A map showing the location(s) of any raptor nests observed on the project site.

If the above survey does not identify any nesting raptor species on the project site, further mitigation would not be required. However, should any raptor species be found nesting on the project site, the following mitigation measures shall be implemented (4.6MM-13a) (ENGINEERING, PLANNING):

- 1) Construction activities shall avoid any identified raptor nest sites during the breeding season while the nest is occupied with adults and/or eggs or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone would be determined by a

qualified raptor biologist in consultation with the City of Rocklin and California Department of Fish & Game. Highly visible temporary construction fencing shall be installed delineate the buffer zone. (4.6MM-13b)

- 2) If the nest of any legally-protected raptor species is located in a tree designated for removal, the removal shall be deferred until after August 30<sup>th</sup>, or until the adults and young are no longer dependent on the nest site, as determined by a qualified biologist. (4.6MM-13c)
- o. Prior to any grading or construction activities including issuance of improvement plans a pre-construction survey for western pond turtle shall be conducted by a qualified biologist, to determine presence or absence of this species in the project site. If construction is planned after April 1st, this survey shall include looking for turtle nests within the construction area. If northwestern pond turtles are not found within the project site, no further mitigation is required. If juvenile or adult turtles are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If a nest is found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the turtles have hatched.

If a turtle is observed on the site, work shall cease in the area until the turtle can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2c) (ENGINEERING, PLANNING)

- p. Prior to any grading or construction activities including issuance of improvement plans a pre-construction protocol-level survey for western spadefoot toad shall be conducted by a qualified biologist, to determine presence or absence of this species on the project sites. The survey shall be conducted in accordance with all applicable California Department of Fish & Game guidelines. If western spadefoot toads are not found within the project site, no further mitigation is required. If juvenile or adult spadefoot toads are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If spadefoot toad eggs are found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the toads have hatched. (ENGINEERING, PLANNING)

If a spadefoot toad is observed on the site, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2e) (ENGINEERING, PLANNING)

- q. Prior to any grading or construction activities including issuance of improvement plans, the proposed emergency access bridge connecting Phases I and II of the project and related construction plans shall be designed to comply with the following consistent with the Policies of the Southeast Rocklin Circulation Element (ENGINEERING, PLANNING):
- 1) The bridge shall be designed to allow the year-round passage of steelhead and Chinook salmon and so that it traverses the creek in a manner that does not in any way impede its current normal (non-storm event) flow. (4.6MM-4a)
  - 2) The width of a creek crossing construction zone within the riparian corridor shall be limited to a maximum of 100 feet. Construction outside of this corridor will be allowed only if design constraints require a zone greater than 100 feet and must be authorized by the City Engineer.
  - 3) Prior to any construction activities in the creek or related riparian areas the precise location of the creek crossing construction zone (corridor) shall be flagged to allow easy identification. Use of heavy equipment shall be restricted to this designated corridor. (4.6MM-4b)
  - 4) Prior to issuance of improvement plans the applicant / subdivider shall provide photographs that clearly document the streambed and bank contours within the creek crossing construction zone. These photographs shall be submitted to and kept on file at the Rocklin Community Development Department. Following construction creek bed and bank contours shall be restored, as near as possible, to pre-project conditions.
  - 5) Topsoil removed by grading to construct the emergency access bridge and approaches shall be reserved and for revegetation and recontouring efforts within the creek crossing construction zone.
- r. Prior to issuance of Improvement Plans, the subdivider shall apply for and obtain all permits and approvals from the Army Corps of Engineers and the California Department of Fish and Game as required by those agencies or provide written verification from the applicable agency that no permits are required. The subdivider shall comply with the terms and conditions of all such permits. (4.6MM-8a, 4.6MM-8b, & 4.6MM-8c) (ENGINEERING)

- s. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of vernal pool habitat by either (4.6MM-10) (ENGINEERING, PLANNING):
  - 1) Documenting that the project design avoids all vernal pool habitats on the project site.
  - 2) Submitting written verification from the United States Fish and Wildlife Service that the loss of on site vernal pool habitat has been approved and mitigated through the Section 404 / Section 7 Consultation permit process.
  
- t. Prior to any grading or construction activities including issuance of improvement plans, pre-construction protocol-level surveys shall be conducted by a qualified biologist on the portions of the project site planned for development, in order to identify the presence of any of the following special-status plant species: Boggs Lake hedge-hyssop (*Gratiola heterosepala*), Sacramento Orcutt grass (*Orcuttia viscida*), Slender Orcutt grass (*Orcuttia tenuis*). Pre-construction protocol-level surveys shall be conducted during the appropriate blooming period (March-October) for all plant species to adequately ensure recognition of potentially-occurring species. Because the blooming period of all potentially-occurring plant species covers a wide range, a minimum of three focused rare plant surveys timed approximately one month apart are recommended from April through June to cover the peak blooming period. The results of the surveys shall be submitted to California Department of Fish & Game and the City of Rocklin for review.
 

If, as a result of the survey(s), special-status plant species are determined not to occur on the sites, further action shall not be required. If special-status plant species are detected on either site, locations of these occurrences shall be mapped with GPS and consultation with California Department of Fish & Game shall be initiated, and a mitigation plan shall be prepared based on the consultation. The plan shall detail the various mitigation approaches to ensure no net loss of plant species. (4.6MM-11) (ENGINEERING, PLANNING)
  
- u. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of elderberry shrubs by either (4.6MM-12a & 4.6MM-12c):
  - 1) Documenting that the project design avoids all elderberry shrubs on the project site.



- 2) Submitting written verification that the necessary take permit for Valley Elderberry Longhorn Beetle (VELB) has been obtained from the United States Fish and Wildlife Service through the Section 404 / Section 7 Consultation permit process. All necessary steps required to comply with the take permit including avoidance and replacement of elderberry shrubs consistent with United States Fish and Wildlife Service guidelines must be incorporated into the project improvement plans.
  - 3) Should on site replacement of elderberry shrubs be required the subdivider / developer shall enter into an agreement with the City of Rocklin, prior to final map approval, to ensure that the expenses and liabilities associated with the establishment and maintenance of a Valley Elderberry Longhorn Beetle (VELB) preserve on the project site will be the responsibility of the subdivider / developer and not the City of Rocklin until such time as the terms of the take permit issued by the United States Fish and Wildlife Service have been satisfied. (City Attorney)
- v. Prior to any grading or construction activities protective fencing shall be placed around all elderberry shrubs not scheduled for removal to create a 100-foot buffer protection zone around each shrub. All construction activities and equipment shall remain outside of the 100-foot buffer protection zone throughout the construction period. Where it is not feasible to provide the 100-foot protection zone the subdivider shall consult with the United States Fish and Wildlife Service to determine alternative measures to reduce impacts of construction activities to the elderberry shrubs and documentation of said consultation provided to the City. All construction activities shall be monitored by a qualified biologist to verify compliance with the above. The qualified biologist shall provide documentation of compliance to the City. (4.6MM-12b) (ENGINEERING, PLANNING)
  - w. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified archeologist has been retained, prepared a data recovery program for historic site PA-89-32 in consultation with the Community Development Director and will implement the data recovery program for historic site PA-89-32 prior to any grading or construction activities in that area. (4-10MM-1a) (ENGINEERING, PLANNING)
  - x. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall

provided verification that a qualified paleontologist has been retained to monitor construction activities and provide written reports to the City. The paleontologist shall be on site at all times work is occurring during the grading and trenching phases of the project in order to observe and assess the potential for discovering paleontological resources. If after the grading and trenching phase the potential of discovering paleontological resources appears to be minimal as determined by the qualified paleontologist, periodic monitoring may be made thereafter. ( 4.10MM-2a) (ENGINEERING, PLANNING)

- y. Prior to any on or off- site grading or construction activities, including issuance of improvement plans, for any phase of the project the subdivider shall provide a Storm Water Management plan for preventing noncompliant storm water runoff at all times but especially during the rainy seasons for inclusion in the improvement plans. The plan would also need to cover the time period of the project after the subdivision improvements are installed and construction of the houses commences on disturbed soils. The Storm Water Management plan shall be prepared by a qualified storm water management professional. (ENGINEERING)
  
- z. Prior to any on or off- site grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide verification to the City Engineer that a qualified storm water management professional has been retained and is available to monitor construction activities and provide written reports to the City. This notification shall include name(s) and 24 hour contact information. The storm water management professional shall be present on site at all times necessary when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider) of the project in order to observe, assess, and direct on site storm water management. The storm water management professional shall also monitor the work site on a regular basis even when no construction activities are occurring to ensure that installed water quality and Best Management Practice devices or improvements are installed and functioning properly. The storm water management professional shall monitor the site prior to, during, and after any storm events. (ENGINEERING)
  
- aa. Prior to on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. The subdivider shall

pay a deposit based on the City Engineer's best estimate of the monitoring time required by the project and the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. For budgeting purposes this is estimated to be 6 hours per week in the wet season and 3 hours per week in the dry season. Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements. (ENGINEERING)

- bb. The improvement plans shall clearly reflect and include all modifications and revisions to subdivision design as required by Condition Number 8, Subdivision Design.
- cc. The following shall be included in the project notes on the improvement plans:

*Water Quality*

- 1) Project construction shall be restricted within 100 feet of Secret Ravine Creek or the Aguilar Road tributary to the dry months of the year (i.e., May through October). (4.4MM-4b)
- 2) Work shall be scheduled to minimize construction activities in "high-risk" areas and the amount of active disturbed soil areas, during the rainy season (October 15 through May 1). "High-risk areas" include those areas within 50 feet of the USGS water courses, 100-year floodplains, regulated wetlands, and where slopes exceed 16 percent. Unless specifically authorized by the City Engineer or his designees during the rainy season, the developer shall not schedule construction activities in the "high-risk areas" or schedule to have more area of active disturbed soil area than can be managed in conformance with the regulations of the City of Rocklin, the Water Quality Control Board, or any other agency having jurisdiction in this area. (4.4MM-3c)

*Air Quality*

- 3) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
- 4) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
- 5) All adjacent paved streets shall be swept during construction.
- 6) All trucks leaving the site shall be washed off to eliminate dust and debris.
- 7) All construction equipment shall be maintained in clean condition.

- 8) All exposed surfaces shall be revegetated as quickly as feasible.
- 9) Stockpiles of sand, soil, and other similar materials shall be covered and the beds of trucks hauling these materials to or from the site shall be covered to minimize the generation of airborne particles as required by the City Engineer.
- 10) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
- 11) Construction equipment shall be properly maintained and tuned.
- 12) Low emission mobile construction equipment shall be utilized where possible.
- 13) Open burning of removed vegetation shall be prohibited. Vegetative material shall be chipped or delivered to waste or energy facilities. (4.8MM-2g)
- 14) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. (4.8MM-2b)
- 15) Idling time on the project site shall be limited to five (5) minutes for all diesel power equipment. (4.8MM-2e)
- 16) The California Air Resources Board (CARB) diesel fuel shall be used for all diesel-powered equipment. (4.8MM-2f)
- 17) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used for an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average of 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products alternative fuels, engine retrofit technology, after-treatment products, and / or other options as they become available. As a resource, the Placer County Air Pollution Control District suggest contractors can access the Sacramento Metropolitan Air Quality Management District's web site, at <http://www.airquality.org/deqa/Constructionmitigationcalculator.xls>,

to determine if their off-road fleet meets the requirements listed in this measure. (4.8MM-2c)

*Archeological and Paleontological Resources*

- 18) Heavy equipment operators shall be briefed by the project paleontologist to gain awareness of visual identification techniques in order to identify potential paleontological resources. (4.10MM2b)
- 19) If any paleontological resources are discovered during construction activities, all work shall be halted in the vicinity of the find and the project paleontologist shall be consulted and the City's Community Development Director shall be notified. Upon determining the significance of the resource, the consulting paleontologist, in coordination with the City, shall determine the appropriate actions to be taken, which may include excavation. (4.10MM2c)
- 20) If during construction outside of the areas designated as the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and an appropriate Native American representative shall be immediately notified unless the find is clearly not related to Native American's. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the subdivider's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtain from the Indian Community within 72 hours (excluding weekends and State and Federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, a historical resource, nor a

unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1. (4-10MM-4a)

- 21) Should human remains be found, then the Coroner's office shall be immediately contacted and all work halted until final disposition is made by the Coroner. Should the remains be determined to be of Native American descent, then the Native American Heritage Commission shall be consulted to determine the appropriate disposition of such remains. (4-10MM-4b)

#### *Noise*

- 22) Mufflers shall be installed on all equipment with high engine noise potential. The equipment shall be turned off when not in use. (4.9MM-1a)
- 23) Equipment warm up areas, water tanks, and equipment storage areas shall be located in areas as far away from existing residences as is feasible. (4.9MM-1a)
- 24) The project shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays and between 8:00 a.m. and 7:00 p.m. on weekends to the satisfaction of the City Engineer or Building Official. (4.9MM-1b)

#### *Geotechnical, Blasting*

- 25) If blasting activities are to occur in conjunction with the improvements, the contractor shall conduct the blasting activities in compliance with state and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any on-site blasting activities. The permit application shall include a description of the work to be accomplished and a statement of the necessity for blasting as opposed to other methods considered including avoidance of hard rock areas and safety measures to be implemented such as use of blast blankets. The contractor shall coordinate any blasting activities with police and fire departments to insure proper site access and traffic control, and public notification including the media, nearby residents, and businesses, as determined appropriate by the Rocklin Police Department. Blasting specifications and plans shall include a schedule that outlines the time frame in which blasting will occur in order to limit noise and traffic inconvenience. A note to this effect shall be included on the project's Improvement Plans. (4.9MM-1b & 4.5MM-7)

*Biological Resources*

- 26) If a horned lizard is observed on the site, work shall cease in the area until the lizard can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2b)
- 27) If a yellow-legged frog is observed on the site during the construction phase, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2d)

5. Special Provisions

- a. To comply with Rocklin Municipal Code chapter 15.16 (Flood Hazard), the final map shall provide for the following (ENGINEERING):
  - 1) Delineation of the 100-year floodplain elevation(s);
  - 2) Identification of a finish floor elevation of each lot at two (2) feet above the 100-year floodplain elevation;
  - 3) Recordation of a flood zone easement across the area of the 100-year floodplain boundary or fifty (50) feet from center line; whichever is greater.
- b. Prior to or concurrent with the recording of final maps for each phase of the project, the following provisions shall be recorded by separate instrument to be implemented with the issuance of building permits for development of each lot created by this subdivision (ENGINEERING):
  - 1) Grading and construction on individual lots in the Phase I area, Lots 1 – 23, as indicated on the tentative subdivision map shall comply with the provisions of the Vista Oaks Design Guidelines, DR-2002-21, adopted per City Council Resolution Number 2006-352.
  - 2) All residential lots in the Vista Oaks subdivision as indicated on Exhibit A are subject to Rocklin Municipal Code section 15.04.120.C.2. requiring a fire sprinkler system in each home.
- c. Prior to recording of a final map for any phase of the project the subdivider shall provide evidence that the following have been satisfied (ENGINEERING):
  - 1) The project shall implement an offsite mitigation program, coordinated through the Placer County Air Pollution Control District, to offset the

project's long-term ozone precursor emissions. The project offsite mitigation program must be approved by Placer County Air Pollution Control District. The project's offsite mitigation program provides monetary incentives to sources of air pollutant emissions within the projects' air basin that are not required by law to reduce emissions. Therefore, the emissions reductions are real, quantifiable and implement provisions of the 1994 State Implementation Plan. The offsite mitigation program reduces emissions within the air basin that would not otherwise be eliminated.

In lieu of the applicant implementing their own offsite mitigation program, the applicant can choose to participate in the Placer County Air Pollution Control District Offsite Mitigation Program by paying an equivalent amount of money into the District program. The actual amount of emission reduction needed through the Offsite mitigation Program would be calculated when the project's average daily emissions have been determined. (4.8MM-5a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT)

- d. Prior to recording a final map for any phase of the Vista Oaks project the project shall provide for the reimbursement of a fair share of the costs to build the Monument Springs Bridge consistent with the provisions of Ordinance 856 as follows:
  - 1) The subdivider shall provide funding to the City sufficient to pay for the preparation of an independent analysis to determine the entire Vista Oaks project's "fair share" of the costs associated with the construction of the Monument Springs Bridge. Said analysis shall establish a per lot fee to be applied equally to all of the residential lots created by the Vista Oaks subdivision. (CITY ATTORNEY, ENGINEERING)
  - 2) Once the Vista Oaks project's fair share of the Monument Springs Bridge has been established by the independent analysis required above, the project shall satisfy its reimbursement requirement by either (ENGINEERING):
    - i. Paying the "fair share" contribution identified by the approved analysis, on a per lot basis to the City of Rocklin for each lot created in that phase prior to or concurrently with recordation of the final map for that phase; or
    - ii. If a Community Facilities District has been established to fund the Monument Springs Bridge and ancillary improvements the



subdivider shall cause the entire Vista Oaks project to be annexed into said Community Facilities District prior to or concurrently with the recordation of the first phase of project development.

6. Improvements in the Public Right-of-Way

The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS, ENGINEERING)

7. Flood and Drainage Control Agreement

The property owner shall enter into a written agreement with the City of Rocklin not to protest or oppose the establishment or formation of an improvement, assessment or similar district or area of benefit, or the levy or imposition of any assessment, fee, lien, tax or other levy, whether or not in connection with a district or area of benefit, for the purpose of flood and drainage control in the City of Rocklin. The agreement shall also indemnify the City against claims arising from developer's construction of improvements or development of the project and shall be recorded and binding on successors in interest of developer. (ENGINEERING)

8. Subdivision Design

Prior to approval of improvement plans and / or recording of a final map for any phase of the Vista Oaks subdivision the project design shall be revised as follows (ENGINEERING):

- a. Emergency fire access routes, a minimum of 6-feet wide, shall be provided to the open space areas at the end of all cul-de-sacs (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) by extending the open space parcels between the parcels to the front setback line. An access easement shall be recorded over the portions of the open space fire access routes that are located within the front yards of single-family residential lots. The

easements shall specify that no trees, fencing, or permanent structures may be installed within the easement area. Said access points shall provide for six foot high redwood or cedar solid wooden gates located at the front setback line from the street right-of-way. Gates shall be locking and shall be identified by "Fire Access Signs" bolted to the gates. (VII-1.). (ENGINEERING, FIRE)

- b. Extend the rear or easterly property lines of Lots 95 through 99 east 22 feet to the boundary with the adjacent Highlands Parcel A (APN 046-020-039).

9. Oak Tree Removal and Mitigation

- a. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, an inventory of all existing trees in the subdivision and in the phase in question shall be provided along with a schedule of removal of those trees shown on the improvement plan to be removed with that phase shall be submitted for review. (PLANNING, ENGINEERING)
- b. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall retain a certified arborist to review the design of the subdivision improvements and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. The protection measures shall include but are not limited to appropriate fencing around those trees to remain. The protection measures shall be incorporated into the subdivision improvement plans or grading permit for any portion of the subdivision prior to approval. (ENGINEERING, PLANNING)
- c. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall provide verification that a certified arborist has been retained and prepared an inspection plan providing for the periodic inspection of the site during grading and construction and the necessary tree and root trimming to accommodate construction of roads, trails, and the emergency access bridge. Said arborist will implement the inspection plan and provide written verification to the City Engineer that the approved protection measures are properly implemented. (4.6MM-4a)(ENGINEERING)
- d. Prior to recording a final map for any phase of the project the project arborist shall prepare a final list of all oak trees removed that are six inches in diameter or greater, including total number and inches of trees removed. Prior to recording the final map the subdivider shall mitigate for the removal of all oak trees within that phase that are six inches in diameter or

greater, in compliance with the provisions of the City of Rocklin Tree Ordinance (Chapter 17.77 of the Rocklin Municipal Code (Ordinance 676), including planting replacement of trees and / or payment of in-lieu fees. If adequate locations cannot be found to replace all removed oak trees, then the remaining mitigation requirement shall be met through payment into the existing City of Rocklin Tree Preservation Fund at the rate and formula specified in the City of Rocklin Municipal Code. (4.6MM-6a) (4.6MM-6b) (ENGINEERING, PLANNING)

- e. If planting of replacement trees is proposed to mitigate for the removal of oak trees a tree planting plan and related five year irrigation system shall be included with the improvement plans for that portion of the subdivision prior to issuance. The plan shall specify monitoring requirements including required inspections for at least a five-year period to ensure that the trees are established and able to survive on their own. The replacement trees shall be a minimum of 15-gallons in size and of oak species native to the Rocklin area as listed in Appendix A of the City of Rocklin Oak Tree Preservation Guidelines. Replacement trees shall be planted within open space parcels A, C, and D as deemed feasible by a certified arborist or landscape architect. (4.6MM-6a) (PLANNING, ENGINEERING)

#### 10. Parks

- a. In lieu of paying the City's Neighborhood Park fees, Parcel E shall be improved and dedicated to the City as a park site.

Prior to recording any phase or portion of this tentative subdivision map, the subdivider shall execute the City's standard form turn key park improvement agreement requiring the subdivider to improve and dedicate, in fee, within a time established by the City, the park site with recreational equipment, facilities, and landscaping to the satisfaction of the Director of Community Services and Facilities. The agreement shall also provide for but not be limited to the following (Engineering, Community Services and Facilities):

- 1) The site shall be free of any physical condition or any title encumbrance to the land that would prevent their use as park sites.
- 2) The subdivider shall provide a verified delineation to the City for review and determination as to whether wetlands exist on the property. To the extent that there are wetlands on the parcel, the developer shall provide verification that they have complied with all federal and state permits for removal of any wetlands prior to dedication to the City.

- 3) The subdivider is responsible for installation of full street frontage improvement to City Standards (i.e., curb, gutter, and sidewalk, etc.) adjacent to and in the park site when China Garden Road is constructed. At the option of the City, sidewalks may be deferred and incorporated into the park development.

11. Riparian Area and Creek Protection

An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection (ENGINEERING, CITY ATTORNEY):

*Parcels A, C, D, & E*

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native or mitigation vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing except a tubular steel fence to be located 10-feet behind the back of curb or sidewalk as applicable where the parcel abuts a street; provided, that native vegetation may be removed as necessary for flood control and protection pursuant to a permit issued by the California Department of Fish and Game.

12. Phasing

The project may be developed in up to three phases as indicated on Exhibit A subject to the following (ENGINEERING, PLANNING):

- a. The following shall be completed with the development of any phase of the Vista Oaks project:
  - 1) Implement the approved Open Space Management and Fuel Modification Plan prior to recording of a final map for any phase of the project or acceptance of the open space parcels by the City. (VII-1.)
  - 2) Prior to or concurrently with the recording of a map for the first phase of the project to be constructed Parcel B shall be dedicated to the City.
- b. The following improvements as described in these conditions of approval and noted below shall be completed with the development of Phase I as shown on Exhibit A:

- 4.e.3)i. (14-foot noise wall for homes);
- 4.e.3)ii. (8-foot noise wall for park);
- 4.e.3)iv. (residential / open space interface fencing);
- 4.e.3)v. (masonry wall between residential lots and park);
- 4.e.3)vii. (remove billboards);
- 4.e.3)ix. (stub utilities to Parcel B);
- 4.e.3)x. (stub utilities to Parcel E);
- 4.e.3)xi. (Construct trail system through Parcel A), and connect to end of Monument Springs Road in the Rocklin Highlands;
- 4.e.3)xii. (Construct emergency access bridge);
- 4.e.3)xiv. (construct trail head parking and turn around);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

c. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase II as shown on Exhibit A:

- 4.e.3)iv. (construct residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);
- 4.e.3)xi. (construct trail system through Parcel A), and connect to end of China Garden Road;
- 4.e.3)xii. (construct emergency access bridge);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

d. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase III as shown on Exhibit A:

- 4.e.3)iii. (build rear yard sound walls);
- 4.e.3)iv. (residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);
- 4.e.3)xiii. (implement fuel modification plan) Prior to recording a final map for Phase III the owner of the Parcel A open space area, as indicated on the tentative subdivision map, shall enter into an agreement with the City of Rocklin to maintain the Fuel Modification Zone adjacent to the Phase III development until such time as Parcel A is dedicated to the City. The contract shall specify that in the event that the property owner fails to fulfill the maintenance obligation the City may place a lien on the land and perform the required work.

13. Monitoring

Prior to any grading or construction activities including issuance of improvement plans, for any phase of the project the subdivider shall deposit with the City of Rocklin the current fee to pay for the City's time and material cost to administer the Mitigation Monitoring Program. The Community Development Director shall determine if and when additional deposits must be paid for administering the Mitigation Monitoring Program, including additional deposits on subsequent phase final maps. (ENGINEERING)

14. Validity

- a. This entitlement shall expire two years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)
- b. This entitlement shall not be considered valid and approved unless and until the concurrent entitlements have been approved: General Plan Amendment, GPA-2002-04; Rezone, Z-2002-02; General Development Plan, PDG-2001-07; and Design Review, DR-2002-21. (PLANNING)

PASSED AND ADOPTED this 14<sup>th</sup> day November, 2006, by the following roll call vote:

AYES: Councilmembers: Hill, Storey, Yorde, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: Lund

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George Magnuson, Mayor

ATTEST:

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Barbara Ivanusich, City Clerk

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EXHIBIT A

Available at the Community Development Department, Planning Division

RESOLUTION NO.2006-351

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN APPROVING  
A TENTATIVE SUBDIVISION MAP  
(Vista Oaks / SD-2001-04, TRE-2001-30)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

A. Tentative Subdivision Map (SD-2001-04, TREE-2001-30) allows the subdivision of 93.2 acres generally located at the southerly terminus of China Garden Road into 100 residential lots and 5 open space parcels.

B. An Environmental Impact Report prepared for this project has been certified via City Council Resolution No. 2006-349.

C. The City Council has considered the effect of the approval of this subdivision on the housing needs of the region, and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

D. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the zoning classification on the property.

E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the objectives, policies, general land uses and programs in the City of Rocklin's General Plan.

F. The site is physically suitable for the proposed type and density of development.

G. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, nor will they substantially and avoidably injure fish or wildlife or their habitat.

H. The design of the subdivision and type of improvements will not cause serious public health problems.

I. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed subdivision.



J. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities.

Section 2. The Vista Oaks tentative subdivision map (SD-2001-04, TRE-2001-30) as depicted in Exhibits A & B, attached hereto and by this reference incorporated herein, is hereby recommended for approval, subject to the conditions listed below. The approved Exhibits A & B shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibits A & B shall be controlling and shall modify Exhibits A & B. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition, and each of these conditions must be satisfied prior to or concurrently with the submittal of the final map with the City Engineer for the purpose of filing with the City Council. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

A. Notice to Applicant of Fees & Exaction Appeal Period

The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code §66020, the applicant will be legally barred from later challenging such exactions.

B. Conditions

1. Utilities

- a. Water – Water service shall be provided to the subdivision from Placer County Water Agency (PCWA) in compliance with all applicable PCWA standards and requirements. PCWA shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All necessary improvements shall be included on the subdivision improvement plans. (PCWA, ENGINEERING)
- b. Sewer – Sewer service shall be provided to the subdivision from South Placer Municipal Utility District (SPMUD) in compliance with all applicable SPMUD standards and requirements. SPMUD shall verify ability to serve the subdivision by signing off on the subdivision improvement plans. All necessary easements shall be shown and offered (or Irrevocable Offer of Dedication provided) on or with the final map. All improvements shall be included on the subdivision improvement plans. (SPMUD, ENGINEERING)

Copies of any required permits from federal, state, and local agencies having jurisdiction over wetland/riparian areas, which may be impacted by the placement of the sewer system within the plan area, shall be submitted to the City and SPMUD prior to approval of the sewer plan for the project. (ENGINEERING)

- c. Telephone, Gas, and Electricity – Telephone, gas and electrical service shall be provided to the subdivision from Roseville Telephone, Pacific Bell, and Pacific Gas & Electric (PG&E). (APPLICABLE UTILITY, ENGINEERING)
- d. Postal Service – Mailbox locations shall be determined by the local postmaster. A letter from the local postmaster verifying all requirements have been met shall be filed with the City Engineer. (ENGINEERING)

- e. Prior to recordation of final map, the project shall be included in the appropriate City financing districts as needed to most efficiently provide for public maintenance of public landscaping, improvements such as sound walls, and provision of new or enhanced services such as street lighting. (FINANCE, ENGINEERING, PUBLIC WORKS)

It is anticipated that the following will be necessary:

Annexation into:       CFD No. 1, Lighting & Landscaping District No. 2,  
CFD No. 5 (annexation into CFD No. 5 to also cover  
maintenance of the portion of the Monument Springs  
Drive Extension and Bridge that is located in Placer  
County).

De-annexation from: Lighting & Landscape District No. 1

## 2. Schools

- a. Financing: The following conditions shall be satisfied to mitigate the impact of the proposed development on school facilities (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING):
  - 1) At the time of issuance of a building permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995, to the satisfaction of the Rocklin Unified School District.
  - 2) The above condition shall be waived by the City Council if the applicant and the District reach agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

## 3. Fire Service

- a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of the Rocklin Fire Chief and Placer County Water Agency (PCWA). (PCWA, FIRE, ENGINEERING)
- b. Proposed street names shall be reviewed and approved by the Rocklin Fire Chief. (ENGINEERING, FIRE)
- c. Fire Department access into open space areas shall be provided in the general locations indicated on Exhibit A. (FIRE)

- d. An Open Space Management and Fuel Modification Plan shall be prepared by the subdivider and approved by the City of Rocklin prior to recording of any final maps for the project. The Open Space Management and Fuel Modification Plan shall provide for but not be limited to the following (ENGINEERING, PUBLIC WORKS, FIRE) (VIII.):
  - 1) Identification of thirty (30') foot wide fuel modification (fuel break) zones in all open space areas where adjacent to residential parcels (on and off site), taking into account Elderberry bushes and their surrounding none disturbance areas, to reduce fire hazards.
  - 2) Thinning and removal of vegetation in the open space areas to create and maintain the fuel modification zones. Said thinning shall consist of pruning all tree branches to approximately six (6') feet above grade and trimming grasses and shrubs to maintain them at not more than approximately six (6") inches in height.

4. Improvements/Improvement Plans

Project improvements shall be designed, constructed and / or installed as shown on the approved improvement plans, in compliance with applicable city standards including but not limited to the City's Standard Specifications then in effect. The project improvement plans shall be subject to and / or provide for the following (ENGINEERING, PLANNING):

- a. Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances. (ENGINEERING)
- b. All improvements shall be constructed and/or installed prior to submitting the final map with the City Engineer for the purpose of filing with the City Council, unless the subdivider executes the City's standard form subdivision improvement agreement and provides the financial security and insurance coverage required by the agreement, prior to or concurrent with submitting the final map with the City Engineer. (ENGINEERING)
- c. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s). The grading and drainage plan shall include the following:

- 1) All storm drainage run-off from site shall be collected into a City standard sand and oil trap manhole (or an equal as approved by the City Engineer) prior to discharge of storm run-off offsite.
- 2) Individual lot drainage including features such as lined drainage swales.
- 3) All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.
- 4) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.
- 5) Prior to any grading or construction activities, the applicant shall comply with the provisions of Attachment 4 in the City's Storm water Permit to the satisfaction of the City Engineer. These provisions shall also be applicable to the limited graded lots on Phase 1 of the Vista Oaks project site. (4.4MM-3b)
- 6) Construction related and permanent Best Management Practices (BMPs) and Best Available Technologies (BATs) shall be incorporated into the final project design and / or noted on the Improvement Plans as appropriate to reduce urban pollutants in runoff, consistent with goals and standards established under Federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Storm water runoff BMPs selected from the Storm Water Quality Task Force, the Bay Area Storm Water Management Agencies Association Start at the Source – Design Guide Manual, or equally effective measures shall be identified prior to final design approval and shall be incorporated into project design and / or noted on the Improvement Plans as appropriate.

To maximize effectiveness, the selected BMPs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs shall be identified in on improvement plans. (4.4MM-4a)

- d. Prior to any grading or construction activities, the subdivider shall:
- 1) Obtain a General Construction Activity Storm Water Permit as a part of the National Pollutant Discharge Elimination System (NPDES) permit process from the Regional Water Quality Control Board. (ENGINEERING) (4.4MM-3a)
  - 2) Submit verification from the U.S. Army Corp of Engineers and the California Department of Fish and Game that the project meets all regulations and that the subdivider has obtained all required permits relating to wetlands and waterways. (ENGINEERING)
- e. The following subdivision improvements shall be designed, constructed, and/or installed:
- 1) All on-site standard subdivision improvements, including streets, curbs\*, gutters, sidewalks, drainage improvements, utility improvements (including cable television trenching), street lights, and fire hydrants. (\*All curbs shall be vertical curbs and not rolled curbs)
  - 2) Developer shall dedicate to City a telecommunication easement, and shall install and dedicate to City telecommunication conduit within the easement. The easement shall be located in the public utility easement of each street within the subdivision, and any adjacent streets as necessary to connect the easement to the City's public street and easement network. The easement shall be for telecommunications use by City, in whatever manner City may, in its sole discretion, elect. The conduit shall be large enough for at least two (2) sets of coaxial cable (approximately three (3) inches total diameter), shall include access to the cable spaced at reasonable distances, and shall otherwise comply with City standards and specifications in effect at the time the conduit is installed.

Developer shall provide any City telecommunication franchisee, including any cable television franchisee, access to the easement for the purpose of installing cable and conduit while the public utility trench is open and prior to the street being paved.

3) The following on-site special improvements, timing of construction shall be as noted in Condition 12. Phasing, below:

- i. A property line noise barrier measuring 9-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 14-feet from finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) in front of the first row of lots facing I-80 in order to meet the lower limit exterior noise level of 60 dB  $L_{dn}$ .

The barrier shall connect with the existing 14-foot noise barrier to the east and shall extend southwesterly along the project site's boundary with I-80 and along the easterly boundary of Parcel B terminating approximately 300 feet to the west of lot #23 to prevent sound flanking as shown on Exhibits A & B.

The barrier wall shall be designed and built to closely match that existing sound wall. The design of the sound wall shall include a locking solid metal door constructed of 16-gauge steel or equivalent, powder coated dark bronze. Said door shall have a minimum width of 8-feet and a minimum height of 9-feet to provide access to Parcel B and be designed to seal so that it doesn't compromise the integrity of the sound wall. If revisions are made to the grading plans for Phase I, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

- ii. A property line noise barrier measuring 3-feet above the nearest adjacent travel lane of I-80 for a total height of approximately 8-feet from adjacent finished grade shall be required for the Phase I area along the south side of the I-80 right-of-way (ROW) (north side of China Garden Road) to allow the park site, Parcel E, to meet the lower limit exterior noise level of 69 dB  $L_{dn}$ .

The 8 feet high wall shall be required to extend west from the terminus of the 14-foot barrier, which is required for the Phase I residential area to a point 100 feet past the western terminus of the Phase I area as indicated on Exhibits A & B. Except for height the sound wall shall be designed and built to match the 14-foot sound wall. If revisions are made to the grading plan for Parcel E, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)

- iii. Within the Phase III site, noise barrier walls shall be constructed along the rear lot lines of Lots 70 through 79 between the rear yard (outdoor activity area) and I-80. The noise barrier walls shall wrap around 2 feet onto the side lot lines on Lots 70 and 79 before terminating. On Lot 100 the noise barrier wall shall begin at the front yard set back line on the lot's westerly property line and extend north, turn and run along the length of the northern property line and wrap around 2 feet onto the easterly property line before terminating (as shown on Exhibit B). The noise barrier walls shall be made of double sided split faced block with a grey granite color. The wall shall be topped with a decorative concrete cap. Noise barrier walls shall be constructed to a height of 6 feet above each building pad elevation. There shall be no openings in the walls. If revisions are made to the grading plan for Phase III, then the noise analysis must be similarly revised and appropriate changes made to the sound wall design. (4.9MM-2)(ENGINEERING, PLANNING)
- iv. Along any property line where any residential lot abuts an open space area, except where masonry sound walls are required for noise attenuation, the following fencing shall be required to be installed (ENGINEERING, PLANNING):
  - (a) Within 25-feet of the public right-of-way a 30-inch high masonry wall constructed of double sided split faced block with a grey granite color with a decorative concrete cap.
  - (b) More than 25-feet from the public right-of-way 30-inch high masonry wall constructed double sided split faced block with a grey granite color with a decorative concrete cap. The masonry wall shall be topped with a decorative tubular steel or wrought iron style fence constructed of medium gauge, or better, steel or aluminum powder-coated black or dark bronze approximately 42-inches in height for a total fence height of 6-feet.
  - (c) Where open space parcels extend between or next to residential lots to accommodate fire access to open space areas (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) a solid six foot high redwood fence with metal fence posts. Matching wooden gate(s) with locks and permanent identification signage shall be installed where the fire access transitions from an easement across the adjacent lot(s) to the open space parcel. (ENGINEERING, FIRE)



- v. A six foot high masonry wall shall be constructed along the common property line between Lots 22 & 23 and Parcel E (the park site). The wall shall be constructed of a grey granite color double sided split faced block with a decorative concrete cap and pop out decorative pilasters constructed of the same materials at each end. (ENGINEERING, PLANNING)
- vi. Decorative tubular metal fencing approximately 3'-6" high installed 10 - feet back of sidewalk where open space areas are adjacent to streets. Said fencing shall be powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Gates / opening shall be located at the access points to the trail system as indicated on Exhibit A and as required by the Public Works Director for maintenance access. (ENGINEERING, PUBLIC WORKS, PLANNING)
- vii. Prior to recording a final map for Phase I the existing billboard sign located approximately at the intersection of China Garden Road and Road L shall be removed.

If the existing billboard sign located on in Parcel A is not removed, ownership and control of the sign shall be transferred to the City of Rocklin prior to recording and a final map for Phase I. (ENGINEERING, PLANNING)

- viii. Electricity, water, drainage, phone, and conduit lines shall be stubbed out into Parcel B to accommodate future landscaping and signage on the site to the satisfaction of the City Engineer. (ENGINEERING)
- ix. Electricity, water, sewer, phone, and conduit lines shall be stubbed out for Parcel E to accommodate future park improvements on the site. (ENGINEERING, COMMUNITY SERVICES & FACILITIES)
- x. An off-road trail system through Parcels A & E, as shown on Exhibit A, with an all-weather surface suitable for bicycling and pedestrians including striping and appropriate signage to City standards. Collapsible or removable bollards or other acceptable means to restrict public vehicular access to the trail system shall be implemented where the trail system connects to all public streets and rights-of-way.

The portion of the trail connecting China Garden Road to Monument Springs Drive shall be constructed of concrete to support a 40,000 pound vehicle, provide for an 11 foot minimum width, and provide for turn radii of a minimum of 43-foot at the center line. (ENGINEERING, FIRE, PUBLIC WORKS)

- xi. An emergency access / pedestrian bridge linking Phases I & II, bridge design to provide for but not be limited to the following (ENGINEERING, FIRE, PUBLIC WORKS):
  - (a) Be passable during a minimum of a 10-year storm event.
  - (b) Provide for a minimum 12-foot wide deck.
  - (c) Be designed to carry a minimum load of 40,000 lb.
  - (d) Provide for a 20-foot wide minimum "non-angulated" approach.
  - (e) Provide for approach turn radii of a minimum of 43-foot at the center line.
  - (f) Bridge deck and piers shall be treated with a marine coating.
  - (g) Bridge railings shall be 54-inches high tubular metal powder coated black or bronze and constructed of medium gauge, or better, steel or aluminum. Spacing between vertical posts shall be consistent with swimming pool fencing standards. Railing sections shall be designed to be able to manually pivot parallel to the flow of water during storm events which inundate the bridge deck.
  - (h) Collapsible or removable bollards shall be installed at either end of the bridge to prevent public vehicular access.
  - (i) Other standards as may be required by the City Engineer.
- xii. Implement the approved Open Space Management and Fuel Modification Plan. (VII-1) (ENGINEERING, FIRE, PUBLIC WORKS)
- xiii. The trailhead parking and roundabout on Parcel E as indicated on Exhibit A. (ENGINEERING, FIRE, PUBLIC WORKS)
- xiv. The sewer line connection between Phase I and Phase II shall be constructed with and hung from the emergency access bridge across Secret Ravine Creek to minimize impacts to salmon. It is recognized that a sewer lift station may be required to accommodate this design. (ENGINEERING)

- 4) The following off-site improvements:
- i. If not already built the project shall be required to obtain rights of way and construct Monument Springs Drive, including the bridge, from China Garden Road to the project site prior to recording a final map for either Phases II or III as shown on Exhibit A. Said Monument Springs Drive extension shall consist of 2 – travel lanes and shoulders and shall be located as indicated on the Granite Lake Estates subdivision (SD-2000-02) and Highlands Parcel A subdivision (SD-2003-05) approvals.

A four foot wide meandering sidewalk of an appropriate material such as a decomposed granite, asphalt or concrete shall be constructed along China Garden Road, from the northerly edge of the project's China Garden Road frontage to the northerly most intersection of China Garden Road and Rustic Hill Drive. The final design and material shall be to the satisfaction of the Public Works Director and the City Engineer (ENGINEERING, PLANNING)

- f. Landscape and irrigation plans shall be included with the project improvement plans and shall comply with the following: (ENGINEERING, PUBLIC WORKS, PLANNING)
  - 1) Landscaping to be installed in the following areas:
    - i. In the landscape strip between China Garden Road and the freeway sound wall.
    - ii. In a 10-foot wide strip immediately behind the public curb and / or sidewalk as applicable where open space parcels A, C, and D abut a public street.
  - 2) The landscaping plan shall be prepared by a landscape architect and shall include:
    - i. A legend of the common and botanical names of specific plant materials to be used. The legend should indicate the size of plant materials. Shrubs shall be a minimum five-(5) gallon and trees a minimum of 15 gallon.
    - ii. A section diagram of proposed tree staking.
    - iii. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

- iv. Use of granite or moss rock boulders along the planting areas.
  - v. Certification by the landscape architect that the landscape plans meets the requirements of the Water Conservation and Landscaping Act. Government Code §65591, et seq.
  - vi. Certification by the landscape architect that the soil within the landscape area is suitable for the proposed landscaping and / or specify required soil treatments and amendments needed to ensure the health and vigor of landscape planting.
  - vii. Evergreen climbing vines to grow on the southerly side of the freeway sound walls.
  - viii. Landscaping in the open space areas adjacent to the public rights-of-way shall provide for a mix of drought tolerant trees, shrubs, and groundcovers substantially similar to the landscaping along the edge of open space areas in the adjacent Highlands Phase 3 & 4 project.
- 3) All landscaping improvements shall be constructed and/or installed prior to submitting the final map for filing with the City Council, unless the subdivider executes the City's standard form subdivision landscaping agreement and provides the financial security and insurance coverage required by the subdivision landscaping agreement, prior to or concurrent with submitting the final map.
  - 4) The subdivider shall maintain the landscaping and irrigation systems for two years from the date the landscaping is accepted by the City, without reimbursement. The subdivider shall apply for and obtain an encroachment permit to do any maintenance in the public right-of-way until such time as the City takes over maintenance of the landscaping.
- g. All rights-of-way and easements associated with the subdivision improvements shall be offered on, or by separate instrument concurrently with, the final subdivision map; provided, that street rights-of-way shall be offered by means of an irrevocable offer of dedication (IOD). (ENGINEERING)
  - h. Improvement plans shall contain provisions for dust control, revegetation of disturbed areas, and erosion control. If an application for a grading permit is made prior to execution of a subdivision improvement agreement, it shall include an erosion control plan and shall be accompanied by financial security to ensure implementation of the plan. (ENGINEERING)

- i. Prior to commencement of grading, the subdivider shall submit a dust control plan for approval by the City and the Placer County Air Pollution Control District. This plan shall identify adequate dust control measures and shall provide for but not be limited to the following (~~4.8MM-2a~~) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT):
- 1) A pre-construction meeting prior to any grading activities to discuss the construction emission / dust control plan with employees and / or contractors. The Placer County Air Pollution Control District is to be invited.
  - 2) The subdivider shall suspend all grading operations when fugitive dusts exceed District Rule 228 Fugitive Dust limitations.
  - 3) The subdivider shall provide for a representative, certified by the California Air Resources Board (CARB) to perform Visible Emissions Evaluations (VEE), to routinely evaluate compliance to Rule 228, Fugitive Dust.
  - 4) It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond the property boundary at any time.
  - 5) If lime or other drying agents are utilized to dry out wet grading areas, they shall be controlled as not to exceed District Rule 228 Fugitive Dust Limitations.
  - 6) An enforcement plan established in coordination with the Placer County Air Pollution Control District to weekly evaluate project-related on- and off-road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. (~~4.8MM-2d~~)
- j. Prior to any grading or construction activities including issuance of improvement plans, the improvement plans shall clearly indicate that if shallow ground water exists at the time of proposed grading, subdrainage shall be installed in advance of the grading operations to de-water soils within the depth of influence of grading to the extent reasonable. A qualified geologist and/or geotechnical engineer shall estimate the configuration and design of the subdrain systems during exposure of field conditions at the time of or immediately before construction. The contractor may also recommend an alternative which may be mutually agreed upon by the City Engineer and Public Works Director. (~~4.5MM-4~~) (ENGINEERING)

- k. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to (4.5MM-5) (ENGINEERING):
- Recommendations for building pad and footing construction;
  - Use of soil stabilizers or other additives; and
  - Recommendations for surface drainage.
- l. Improvement plans shall contain provisions to ensure that (4.5MM-1) (ENGINEERING):
- 1) Fill placed on slopes steeper than a 6:1 slope gradient (horizontal to vertical), shall be provided with a base key at the toe of the fill slope. The base key shall extend approximately two feet (vertically) into firm material. Fill slopes constructed on the site are expected to be stable if they are constructed on gradients no steeper than 2:1 (horizontal to vertical) and are provided with a base key.
  - 2) Cut slopes in surficial soil or stream deposits shall not exceed a 2:1 gradient. Cut slopes in underlying rock may be stable at gradients up to 1.5:1 depending on the degree of cementation, groundwater seepage, and the orientation of fractures.
- m. If construction is proposed by the developer during the breeding season (February-August) of special-status migratory bird species, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction migratory bird survey of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified biologist in order to identify active nests of any special-status bird species on the project sites. The results of the survey shall be submitted to the Community Development Department. If active nests are not found during the pre-construction survey, further mitigation is not required. If

active nests are found, an adequately sized temporary non-disturbance buffer zone shall be determined based on California Department of Fish & Game consultation, shall be established around the active nest. Intensive new disturbances (e.g., heavy equipment activities associated with construction) that may cause nest abandonment or forced fledging shall not be initiated within this buffer zone between March 1 and September 1. Any trees containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (September to January). (4.6MM-2a) (ENGINEERING, PLANNING)

- n. Prior to any grading or construction activities, including issuance of improvement plans, the project applicant, in consultation with the City of Rocklin and California Department of Fish & Game, shall conduct a pre-construction breeding-season survey (approximately February 15 through August 1) of the project site during the same calendar year that construction is planned to begin. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey are nesting on or directly adjacent to the Proposed Project site.

If phased construction procedures are planned for the proposed project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to the City of Rocklin following the completion of the survey that includes, at the minimum, the following information:

- A description of methodology including dates of field visits;
- The names of survey personnel with resume;
- A list of references cited and persons contacted;
- A map showing the location(s) of any raptor nests observed on the project site.

If the above survey does not identify any nesting raptor species on the project site, further mitigation would not be required. However, should any raptor species be found nesting on the project site, the following mitigation measures shall be implemented (4.6MM-13a) (ENGINEERING, PLANNING):

- 1) Construction activities shall avoid any identified raptor nest sites during the breeding season while the nest is occupied with adults and/or eggs or young. The occupied nest shall be monitored by a qualified raptor biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. The size of the buffer zone would be determined by a

qualified raptor biologist in consultation with the City of Rocklin and California Department of Fish & Game. Highly visible temporary construction fencing shall be installed delineate the buffer zone. (4.6MM-13b)

- 2) If the nest of any legally-protected raptor species is located in a tree designated for removal, the removal shall be deferred until after August 30<sup>th</sup>, or until the adults and young are no longer dependent on the nest site, as determined by a qualified biologist. (4.6MM-13c)
- o. Prior to any grading or construction activities including issuance of improvement plans a pre-construction survey for western pond turtle shall be conducted by a qualified biologist, to determine presence or absence of this species in the project site. If construction is planned after April 1st, this survey shall include looking for turtle nests within the construction area. If northwestern pond turtles are not found within the project site, no further mitigation is required. If juvenile or adult turtles are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If a nest is found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the turtles have hatched.

If a turtle is observed on the site, work shall cease in the area until the turtle can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2c) (ENGINEERING, PLANNING)

- p. Prior to any grading or construction activities including issuance of improvement plans a pre-construction protocol-level survey for western spadefoot toad shall be conducted by a qualified biologist, to determine presence or absence of this species on the project sites. The survey shall be conducted in accordance with all applicable California Department of Fish & Game guidelines. If western spadefoot toads are not found within the project site, no further mitigation is required. If juvenile or adult spadefoot toads are found within the proposed construction area, the individuals shall be moved out of the construction site with technical assistance from California Department of Fish & Game. If spadefoot toad eggs are found within the construction area, construction shall not take place within 30 meters (100 feet) of the nest until the toads have hatched. (ENGINEERING, PLANNING)



If a spadefoot toad is observed on the site, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. The survey shall be valid for one year; if construction does not take place within one year of the survey, a new survey shall be conducted. (4.6MM-2e) (ENGINEERING, PLANNING)

- q. Prior to any grading or construction activities including issuance of improvement plans, the proposed emergency access bridge connecting Phases I and II of the project and related construction plans shall be designed to comply with the following consistent with the Policies of the Southeast Rocklin Circulation Element (ENGINEERING, PLANNING):
- 1) The bridge shall be designed to allow the year-round passage of steelhead and Chinook salmon and so that it traverses the creek in a manner that does not in any way impede its current normal (non-storm event) flow. (4.6MM-4a)
  - 2) The width of a creek crossing construction zone within the riparian corridor shall be limited to a maximum of 100 feet. Construction outside of this corridor will be allowed only if design constraints require a zone greater than 100 feet and must be authorized by the City Engineer.
  - 3) Prior to any construction activities in the creek or related riparian areas the precise location of the creek crossing construction zone (corridor) shall be flagged to allow easy identification. Use of heavy equipment shall be restricted to this designated corridor. (4.6MM-4b)
  - 4) Prior to issuance of improvement plans the applicant / subdivider shall provide photographs that clearly document the streambed and bank contours within the creek crossing construction zone. These photographs shall be submitted to and kept on file at the Rocklin Community Development Department. Following construction creek bed and bank contours shall be restored, as near as possible, to pre-project conditions.
  - 5) Topsoil removed by grading to construct the emergency access bridge and approaches shall be reserved and for revegetation and recontouring efforts within the creek crossing construction zone.
- r. Prior to issuance of Improvement Plans, the subdivider shall apply for and obtain all permits and approvals from the Army Corps of Engineers and the California Department of Fish and Game as required by those agencies or provide written verification from the applicable agency that no permits are required. The subdivider shall comply with the terms and conditions of all such permits. (4.6MM-8a, 4.6MM-8b, & 4.6MM-8c) (ENGINEERING)

- s. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of vernal pool habitat by either (4.6MM-10) (ENGINEERING, PLANNING):
  - 1) Documenting that the project design avoids all vernal pool habitats on the project site.
  - 2) Submitting written verification from the United States Fish and Wildlife Service that the loss of on site vernal pool habitat has been approved and mitigated through the Section 404 / Section 7 Consultation permit process.
  
- t. Prior to any grading or construction activities including issuance of improvement plans, pre-construction protocol-level surveys shall be conducted by a qualified biologist on the portions of the project site planned for development, in order to identify the presence of any of the following special-status plant species: Boggs Lake hedge-hyssop (*Gratiola heterosepala*), Sacramento Orcutt grass (*Orcuttia viscida*), Slender Orcutt grass (*Orcuttia tenuis*). Pre-construction protocol-level surveys shall be conducted during the appropriate blooming period (March-October) for all plant species to adequately ensure recognition of potentially-occurring species. Because the blooming period of all potentially-occurring plant species covers a wide range, a minimum of three focused rare plant surveys timed approximately one month apart are recommended from April through June to cover the peak blooming period. The results of the surveys shall be submitted to California Department of Fish & Game and the City of Rocklin for review.

If, as a result of the survey(s), special-status plant species are determined not to occur on the sites, further action shall not be required. If special-status plant species are detected on either site, locations of these occurrences shall be mapped with GPS and consultation with California Department of Fish & Game shall be initiated, and a mitigation plan shall be prepared based on the consultation. The plan shall detail the various mitigation approaches to ensure no net loss of plant species. (4.6MM-11) (ENGINEERING, PLANNING)

- u. Prior to any grading or construction activities, including issuance of improvement plans, the subdivider shall provide for no net loss of elderberry shrubs by either (4.6MM-12a & 4.6MM-12c):
  - 1) Documenting that the project design avoids all elderberry shrubs on the project site.

- 2) Submitting written verification that the necessary take permit for Valley Elderberry Longhorn Beetle (VELB) has been obtained from the United States Fish and Wildlife Service through the Section 404 / Section 7 Consultation permit process. All necessary steps required to comply with the take permit including avoidance and replacement of elderberry shrubs consistent with United States Fish and Wildlife Service guidelines must be incorporated into the project improvement plans.
  - 3) Should on site replacement of elderberry shrubs be required the subdivider / developer shall enter into an agreement with the City of Rocklin, prior to final map approval, to ensure that the expenses and liabilities associated with the establishment and maintenance of a Valley Elderberry Longhorn Beetle (VELB) preserve on the project site will be the responsibility of the subdivider / developer and not the City of Rocklin until such time as the terms of the take permit issued by the United States Fish and Wildlife Service have been satisfied. (City Attorney)
- v. Prior to any grading or construction activities protective fencing shall be placed around all elderberry shrubs not scheduled for removal to create a 100-foot buffer protection zone around each shrub. All construction activities and equipment shall remain outside of the 100-foot buffer protection zone throughout the construction period. Where it is not feasible to provide the 100-foot protection zone the subdivider shall consult with the United States Fish and Wildlife Service to determine alternative measures to reduce impacts of construction activities to the elderberry shrubs and documentation of said consultation provided to the City. All construction activities shall be monitored by a qualified biologist to verify compliance with the above. The qualified biologist shall provide documentation of compliance to the City. (~~4.6MM-12b~~) (ENGINEERING, PLANNING)
- w. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall provided verification that a qualified archeologist has been retained, prepared a data recovery program for historic site PA-89-32 in consultation with the Community Development Director and will implement the data recovery program for historic site PA-89-32 prior to any grading or construction activities in that area. (~~4.10MM-1a~~) (ENGINEERING, PLANNING)
- x. Prior to any grading or construction activities, including issuance of improvement plans for any phase of the project the subdivider shall

provided verification that a qualified paleontologist has been retained to monitor construction activities and provide written reports to the City. The paleontologist shall be on site at all times work is occurring during the grading and trenching phases of the project in order to observe and assess the potential for discovering paleontological resources. If after the grading and trenching phase the potential of discovering paleontological resources appears to be minimal as determined by the qualified paleontologist, periodic monitoring may be made thereafter. (4.10MM-2a) (ENGINEERING, PLANNING)

- y. Prior to any on or off- site grading or construction activities, including issuance of improvement plans, for any phase of the project the subdivider shall provide a Storm Water Management plan for preventing noncompliant storm water runoff at all times but especially during the rainy seasons for inclusion in the improvement plans. The plan would also need to cover the time period of the project after the subdivision improvements are installed and construction of the houses commences on disturbed soils. The Storm Water Management plan shall be prepared by a qualified storm water management professional. (ENGINEERING)
- z. Prior to any on or off- site grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide verification to the City Engineer that a qualified storm water management professional has been retained and is available to monitor construction activities and provide written reports to the City. This notification shall include name(s) and 24 hour contact information. The storm water management professional shall be present on site at all times necessary when work is occurring during the grading, trenching, and building construction phases (if homes to be built by subdivider) of the project in order to observe, assess, and direct on site storm water management. The storm water management professional shall also monitor the work site on a regular basis even when no construction activities are occurring to ensure that installed water quality and Best Management Practice devices or improvements are installed and functioning properly. The storm water management professional shall monitor the site prior to, during, and after any storm events. (ENGINEERING)
- aa. Prior to on or off- site any grading or construction activities, including issuance of improvement plans for any phase of the project, the subdivider shall provide funding for a qualified storm water management professional to be retained by the City to monitor the project's on and off site construction activities for compliance with the National Pollutant Discharge Elimination System (NPDES) Permitting Program and provide written reports to the City as directed by the City Engineer. The subdivider shall

pay a deposit based on the City Engineer's best estimate of the monitoring time required by the project and the cost to retain a storm water management professional prior to any grading or construction activity including issuance of improvement plans. For budgeting purposes this is estimated to be 6 hours per week in the wet season and 3 hours per week in the dry season. Additional costs over and above the estimate shall be billed to the subdivider on a time and materials basis payable to the City prior to acceptance of project improvements. (ENGINEERING)

- bb. The improvement plans shall clearly reflect and include all modifications and revisions to subdivision design as required by Condition Number 8, Subdivision Design.
- cc. The following shall be included in the project notes on the improvement plans:

*Water Quality*

- 1) Project construction shall be restricted within 100 feet of Secret Ravine Creek or the Aguilar Road tributary to the dry months of the year (i.e., May through October). (4.4MM-4b)
- 2) Work shall be scheduled to minimize construction activities in "high-risk" areas and the amount of active disturbed soil areas, during the rainy season (October 15 through May 1). "High-risk areas" include those areas within 50 feet of the USGS water courses, 100-year floodplains, regulated wetlands, and where slopes exceed 16 percent. Unless specifically authorized by the City Engineer or his designees during the rainy season, the developer shall not schedule construction activities in the "high-risk areas" or schedule to have more area of active disturbed soil area than can be managed in conformance with the regulations of the City of Rocklin, the Water Quality Control Board, or any other agency having jurisdiction in this area. (4.4MM-3c)

*Air Quality*

- 3) Traffic speeds on all unpaved road surfaces shall be posted at 25 m.p.h. or less.
- 4) All grading operations shall be suspended when wind speeds exceed 25 m.p.h.
- 5) All adjacent paved streets shall be swept during construction.
- 6) All trucks leaving the site shall be washed off to eliminate dust and debris.
- 7) All construction equipment shall be maintained in clean condition.

- 8) All exposed surfaces shall be revegetated as quickly as feasible.
- 9) Stockpiles of sand, soil, and other similar materials shall be covered and the beds of trucks hauling these materials to or from the site shall be covered to minimize the generation of airborne particles as required by the City Engineer.
- 10) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
- 11) Construction equipment shall be properly maintained and tuned.
- 12) Low emission mobile construction equipment shall be utilized where possible.
- 13) Open burning of removed vegetation shall be prohibited. Vegetative material shall be chipped or delivered to waste or energy facilities. (4.8MM-2g)
- 14) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. (4.8MM-2b)
- 15) Idling time on the project site shall be limited to five (5) minutes for all diesel power equipment. (4.8MM-2e)
- 16) The California Air Resources Board (CARB) diesel fuel shall be used for all diesel-powered equipment. (4.8MM-2f)
- 17) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used for an aggregate of 40 or more hours for the construction project. The project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The project shall provide a plan for approval by the District demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project wide fleet-average of 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. The District should be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products alternative fuels, engine retrofit technology, after-treatment products, and / or other options as they become available. As a resource, the Placer County Air Pollution Control District suggest contractors can access the Sacramento Metropolitan Air Quality Management District's web site, at <http://www.airquality.org/deqa/Constructionmitigationcalculator.xls>,

to determine if their off-road fleet meets the requirements listed in this measure. (4.8MM-2c)

*Archeological and Paleontological Resources*

- 18) Heavy equipment operators shall be briefed by the project paleontologist to gain awareness of visual identification techniques in order to identify potential paleontological resources. (4.10MM2b)
- 19) If any paleontological resources are discovered during construction activities, all work shall be halted in the vicinity of the find and the project paleontologist shall be consulted and the City's Community Development Director shall be notified. Upon determining the significance of the resource, the consulting paleontologist, in coordination with the City, shall determine the appropriate actions to be taken, which may include excavation. (4.10MM2c)
- 20) If during construction outside of the areas designated as the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and an appropriate Native American representative shall be immediately notified unless the find is clearly not related to Native American's. Work within the area surrounding the find (i.e., an area created by a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the subdivider's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or a unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtain from the Indian Community within 72 hours (excluding weekends and State and Federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, a historical resource, nor a

unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1. (~~4-10MM-4a~~)

- 21) Should human remains be found, then the Coroner's office shall be immediately contacted and all work halted until final disposition is made by the Coroner. Should the remains be determined to be of Native American descent, then the Native American Heritage Commission shall be consulted to determine the appropriate disposition of such remains. (~~4-10MM-4b~~)

#### *Noise*

- 22) Mufflers shall be installed on all equipment with high engine noise potential. The equipment shall be turned off when not in use. (~~4.9MM-1a~~)
- 23) Equipment warm up areas, water tanks, and equipment storage areas shall be located in areas as far away from existing residences as is feasible. (~~4.9MM-1a~~)
- 24) The project shall comply with the City of Rocklin Construction Noise Compatibility Guidelines, including restricting construction-related noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays and between 8:00 a.m. and 7:00 p.m. on weekends to the satisfaction of the City Engineer or Building Official. (~~4.9MM-1b~~)

#### *Geotechnical, Blasting*

- 25) If blasting activities are to occur in conjunction with the improvements, the contractor shall conduct the blasting activities in compliance with state and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any on-site blasting activities. The permit application shall include a description of the work to be accomplished and a statement of the necessity for blasting as opposed to other methods considered including avoidance of hard rock areas and safety measures to be implemented such as use of blast blankets. The contractor shall coordinate any blasting activities with police and fire departments to insure proper site access and traffic control, and public notification including the media, nearby residents, and businesses, as determined appropriate by the Rocklin Police Department. Blasting specifications and plans shall include a schedule that outlines the time frame in which blasting will occur in order to limit noise and traffic inconvenience. A note to this effect shall be included on the project's Improvement Plans. (~~4.9MM-1b~~ & ~~4.5MM-7~~)



*Biological Resources*

- 26) If a horned lizard is observed on the site, work shall cease in the area until the lizard can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2b)
- 27) If a yellow-legged frog is observed on the site during the construction phase, work shall cease in the area until the frog can be moved to a safe location consistent with California Department of Fish & Game regulations. (4.6MM-2d)

5. Special Provisions

- a. To comply with Rocklin Municipal Code chapter 15.16 (Flood Hazard), the final map shall provide for the following (ENGINEERING):
  - 1) Delineation of the 100-year floodplain elevation(s);
  - 2) Identification of a finish floor elevation of each lot at two (2) feet above the 100-year floodplain elevation;
  - 3) Recordation of a flood zone easement across the area of the 100-year floodplain boundary or fifty (50) feet from center line; whichever is greater.
- b. Prior to or concurrent with the recording of final maps for each phase of the project, the following provisions shall be recorded by separate instrument to be implemented with the issuance of building permits for development of each lot created by this subdivision (ENGINEERING):
  - 1) Grading and construction on individual lots in the Phase I area, Lots 1 – 23, as indicated on the tentative subdivision map shall comply with the provisions of the Vista Oaks Design Guidelines, DR-2002-21, adopted per City Council Resolution Number 2006-352.
  - 2) All residential lots in the Vista Oaks subdivision as indicated on Exhibit A are subject to Rocklin Municipal Code section 15.04.120.C.2. requiring a fire sprinkler system in each home.
- c. Prior to recording of a final map for any phase of the project the subdivider shall provide evidence that the following have been satisfied (ENGINEERING):
  - 1) The project shall implement an offsite mitigation program, coordinated through the Placer County Air Pollution Control District, to offset the

project's long-term ozone precursor emissions. The project offsite mitigation program must be approved by Placer County Air Pollution Control District. The project's offsite mitigation program provides monetary incentives to sources of air pollutant emissions within the projects' air basin that are not required by law to reduce emissions. Therefore, the emissions reductions are real, quantifiable and implement provisions of the 1994 State Implementation Plan. The offsite mitigation program reduces emissions within the air basin that would not otherwise be eliminated.

In lieu of the applicant implementing their own offsite mitigation program, the applicant can choose to participate in the Placer County Air Pollution Control District Offsite Mitigation Program by paying an equivalent amount of money into the District program. The actual amount of emission reduction needed through the Offsite mitigation Program would be calculated when the project's average daily emissions have been determined. (4.8MM-5a) (ENGINEERING, PLACER COUNTY AIR POLLUTION CONTROL DISTRICT)

- d. Prior to recording a final map for any phase of the Vista Oaks project the project shall provide for the reimbursement of a fair share of the costs to build the Monument Springs Bridge consistent with the provisions of Ordinance 856 as follows:
  - 1) The subdivider shall provide funding to the City sufficient to pay for the preparation of an independent analysis to determine the entire Vista Oaks project's "fair share" of the costs associated with the construction of the Monument Springs Bridge. Said analysis shall establish a per lot fee to be applied equally to all of the residential lots created by the Vista Oaks subdivision. (CITY ATTORNEY, ENGINEERING)
  - 2) Once the Vista Oaks project's fair share of the Monument Springs Bridge has been established by the independent analysis required above, the project shall satisfy its reimbursement requirement by either (ENGINEERING):
    - i. Paying the "fair share" contribution identified by the approved analysis, on a per lot basis to the City of Rocklin for each lot created in that phase prior to or concurrently with recordation of the final map for that phase; or
    - ii. If a Community Facilities District has been established to fund the Monument Springs Bridge and ancillary improvements the

subdivider shall cause the entire Vista Oaks project to be annexed into said Community Facilities District prior to or concurrently with the recordation of the first phase of project development.

6. Improvements in the Public Right-of-Way

The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS, ENGINEERING)

7. Flood and Drainage Control Agreement

The property owner shall enter into a written agreement with the City of Rocklin not to protest or oppose the establishment or formation of an improvement, assessment or similar district or area of benefit, or the levy or imposition of any assessment, fee, lien, tax or other levy, whether or not in connection with a district or area of benefit, for the purpose of flood and drainage control in the City of Rocklin. The agreement shall also indemnify the City against claims arising from developer's construction of improvements or development of the project and shall be recorded and binding on successors in interest of developer. (ENGINEERING)

8. Subdivision Design

Prior to approval of improvement plans and / or recording of a final map for any phase of the Vista Oaks subdivision the project design shall be revised as follows (ENGINEERING):

- a. Emergency fire access routes, a minimum of 6-feet wide, shall be provided to the open space areas at the end of all cul-de-sacs (between Lots 3 & 4, 10 & 11, 21 & 22, and south of Lot # 70) by extending the open space parcels between the parcels to the front setback line. An access easement shall be recorded over the portions of the open space fire access routes that are located within the front yards of single-family residential lots. The

easements shall specify that no trees, fencing, or permanent structures may be installed within the easement area. Said access points shall provide for six foot high redwood or cedar solid wooden gates located at the front setback line from the street right-of-way. Gates shall be locking and shall be identified by "Fire Access Signs" bolted to the gates. (VI-1.). (ENGINEERING, FIRE)

- b. Extend the rear or easterly property lines of Lots 95 through 99 east 22 feet to the boundary with the adjacent Highlands Parcel A (APN 046-020-039).

9. Oak Tree Removal and Mitigation

- a. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, an inventory of all existing trees in the subdivision and in the phase in question shall be provided along with a schedule of removal of those trees shown on the improvement plan to be removed with that phase shall be submitted for review. (PLANNING, ENGINEERING)
- b. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall retain a certified arborist to review the design of the subdivision improvements and recommend measures to protect the trees, which are designated to remain, both during construction and afterwards. The protection measures shall include but are not limited to appropriate fencing around those trees to remain. The protection measures shall be incorporated into the subdivision improvement plans or grading permit for any portion of the subdivision prior to approval. (ENGINEERING, PLANNING)
- c. Prior to any grading or construction activities, or the issuance of improvement plans, for any portion of the subdivision, the subdivider shall provide verification that a certified arborist has been retained and prepared an inspection plan providing for the periodic inspection of the site during grading and construction and the necessary tree and root trimming to accommodate construction of roads, trails, and the emergency access bridge. Said arborist will implement the inspection plan and provide written verification to the City Engineer that the approved protection measures are properly implemented. (4.6MM-4a)(ENGINEERING)
- d. Prior to recording a final map for any phase of the project the project arborist shall prepare a final list of all oak trees removed that are six inches in diameter or greater, including total number and inches of trees removed. Prior to recording the final map the subdivider shall mitigate for the removal of all oak trees within that phase that are six inches in diameter or

greater, in compliance with the provisions of the City of Rocklin Tree Ordinance (Chapter 17.77 of the Rocklin Municipal Code (Ordinance 676), including planting replacement of trees and / or payment of in-lieu fees. If adequate locations cannot be found to replace all removed oak trees, then the remaining mitigation requirement shall be met through payment into the existing City of Rocklin Tree Preservation Fund at the rate and formula specified in the City of Rocklin Municipal Code. (4.6MM-6a) (4.6MM-6b) (ENGINEERING, PLANNING)

- e. If planting of replacement trees is proposed to mitigate for the removal of oak trees a tree planting plan and related five year irrigation system shall be included with the improvement plans for that portion of the subdivision prior to issuance. The plan shall specify monitoring requirements including required inspections for at least a five-year period to ensure that the trees are established and able to survive on their own. The replacement trees shall be a minimum of 15-gallons in size and of oak species native to the Rocklin area as listed in Appendix A of the City of Rocklin Oak Tree Preservation Guidelines. Replacement trees shall be planted within open space parcels A, C, and D as deemed feasible by a certified arborist or landscape architect. (4.6MM-6a) (PLANNING, ENGINEERING)

#### 10. Parks

- a. In lieu of paying the City's Neighborhood Park fees, Parcel E shall be improved and dedicated to the City as a park site.

Prior to recording any phase or portion of this tentative subdivision map, the subdivider shall execute the City's standard form turn key park improvement agreement requiring the subdivider to improve and dedicate, in fee, within a time established by the City, the park site with recreational equipment, facilities, and landscaping to the satisfaction of the Director of Community Services and Facilities. The agreement shall also provide for but not be limited to the following (Engineering, Community Services and Facilities):

- 1) The site shall be free of any physical condition or any title encumbrance to the land that would prevent their use as park sites.
- 2) The subdivider shall provide a verified delineation to the City for review and determination as to whether wetlands exist on the property. To the extent that there are wetlands on the parcel, the developer shall provide verification that they have complied with all federal and state permits for removal of any wetlands prior to dedication to the City.

- 3) The subdivider is responsible for installation of full street frontage improvement to City Standards (i.e., curb, gutter, and sidewalk, etc.) adjacent to and in the park site when China Garden Road is constructed. At the option of the City, sidewalks may be deferred and incorporated into the park development.

11. Riparian Area and Creek Protection

An open space and conservation easement (as described in Government Code section 51070, et seq.) shall be recorded over that portion of the subdivision described as follows for purposes of riparian area and creek protection (ENGINEERING, CITY ATTORNEY):

*Parcels A, C, D, & E*

The easement shall be in substantial compliance with the City's form Grant Of Open Space And Conservation Easement, and shall prohibit, among other things, grading, removal of native or mitigation vegetation, deposit of any type of debris, lawn clippings, chemicals, or trash, and the building of any structures, including fencing except a tubular steel fence to be located 10-feet behind the back of curb or sidewalk as applicable where the parcel abuts a street; provided, that native vegetation may be removed as necessary for flood control and protection pursuant to a permit issued by the California Department of Fish and Game.

12. Phasing

The project may be developed in up to three phases as indicated on Exhibit A subject to the following (ENGINEERING, PLANNING):

- a. The following shall be completed with the development of any phase of the Vista Oaks project:
  - 1) Implement the approved Open Space Management and Fuel Modification Plan prior to recording of a final map for any phase of the project or acceptance of the open space parcels by the City. (VII-1)
  - 2) Prior to or concurrently with the recording of a map for the first phase of the project to be constructed Parcel B shall be dedicated to the City.
- b. The following improvements as described in these conditions of approval and noted below shall be completed with the development of Phase I as shown on Exhibit A:

- 4.e.3)i. (14-foot noise wall for homes);
- 4.e.3)ii. (8-foot noise wall for park);
- 4.e.3)iv. (residential / open space interface fencing);
- 4.e.3)v. (masonry wall between residential lots and park);
- 4.e.3)vii. (remove billboards);
- 4.e.3)ix. (stub utilities to Parcel B);
- 4.e.3)x. (stub utilities to Parcel E);
- 4.e.3)xi. (Construct trail system through Parcel A), and connect to end of Monument Springs Road in the Rocklin Highlands;
- 4.e.3)xii. (Construct emergency access bridge);
- 4.e.3)xiv. (construct trail head parking and turn around);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

c. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase II as shown on Exhibit A:

- 4.e.3)iv. (construct residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);
- 4.e.3)xi. (construct trail system through Parcel A), and connect to end of China Garden Road;
- 4.e.3)xii. (construct emergency access bridge);
- 4.e.4)i. (extend Monument Springs Drive across Secret Ravine Creek to Highlands 3 & 4 subdivision);

d. The following improvements as described in the below noted conditions of approval shall be completed with the development of Phase III as shown on Exhibit A:

- 4.e.3)iii. (build rear yard sound walls);
- 4.e.3)iv. (residential / open space interface fencing);
- 4.e.3)vi. (construct tubular steel fence along open space frontages);
- 4.e.3)xiii. (implement fuel modification plan) Prior to recording a final map for Phase III the owner of the Parcel A open space area, as indicated on the tentative subdivision map, shall enter into an agreement with the City of Rocklin to maintain the Fuel Modification Zone adjacent to the Phase III development until such time as Parcel A is dedicated to the City. The contract shall specify that in the event that the property owner fails to fulfill the maintenance obligation the City may place a lien on the land and perform the required work.

13. Monitoring

Prior to any grading or construction activities including issuance of improvement plans, for any phase of the project the subdivider shall deposit with the City of Rocklin the current fee to pay for the City's time and material cost to administer the Mitigation Monitoring Program. The Community Development Director shall determine if and when additional deposits must be paid for administering the Mitigation Monitoring Program, including additional deposits on subsequent phase final maps. (ENGINEERING)

14. Validity

- a. This entitlement shall expire two years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)
- b. This entitlement shall not be considered valid and approved unless and until the concurrent entitlements have been approved: General Plan Amendment, GPA-2002-04; Rezone, Z-2002-02; General Development Plan, PDG-2001-07; and Design Review, DR-2002-21. (PLANNING)

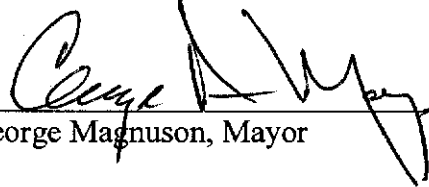
PASSED AND ADOPTED this 14<sup>th</sup> day November, 2006, by the following roll call vote:

AYES: Councilmembers: Hill, Storey, Yorde, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: Lund

  
George Magnuson, Mayor

ATTEST:

  
Barbara Ivanusich, City Clerk

E:\clerk\reso\Vista Oaks SD-2001-04 (CC 11-14-06).doc



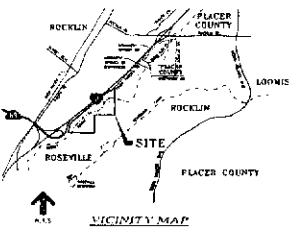
# VISTA OAKS

## TENTATIVE MAP

### ROCKLIN, CALIFORNIA

#### CIRCULATION PLAN

DECEMBER 2003  
SHEET 1 OF 9



**OWNER / DEVELOPER**  
 WINALD QUINCY  
 222 EAST 4TH STREET  
 ROCKIN, CA 95364  
 (916) 786-8131  
 FAX: (916) 786-2011

**ENGINEER**  
 T.Y. ENGINEERS & LAND PLANNING  
 1525 FURNACE ROAD, SUITE 102  
 ROSEVILLE, CA 95661  
 (916) 786-0800  
 FAX: (916) 786-0525

**LEGEND**

--- PROJECT BOUNDARY	--- CITY ROAD
--- EXISTING ROAD	--- NEW - PROPOSED
--- EXISTING	--- EXISTING
--- EXISTING	--- EXISTING
--- EXISTING	--- EXISTING
--- EXISTING	--- EXISTING

**GENERAL NOTES:**

1. The engineer has reviewed the plans and is satisfied that they conform to the requirements of the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650.
2. The engineer has reviewed the plans and is satisfied that they conform to the requirements of the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650.
3. The engineer has reviewed the plans and is satisfied that they conform to the requirements of the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650.
4. The engineer has reviewed the plans and is satisfied that they conform to the requirements of the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650, and the California State Planning and Public Works Act, Chapter 650.

**UTILITY PROVIDERS:**

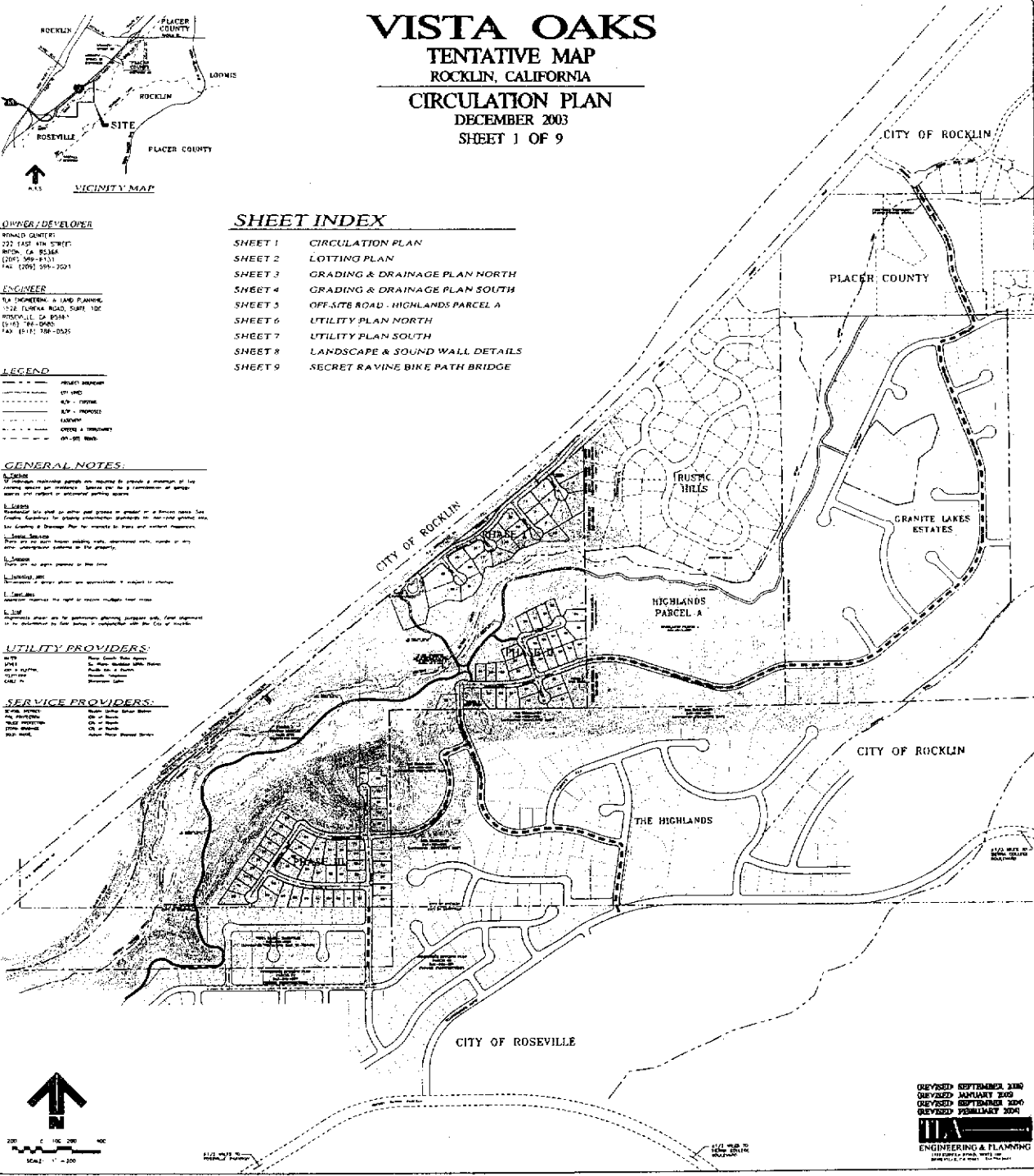
PG&E  
 SFPD  
 SFPD  
 SFPD  
 SFPD

**SERVICE PROVIDERS:**

City of Rocklin  
 City of Roseville  
 City of Rocklin  
 City of Roseville  
 City of Rocklin  
 City of Roseville

**SHEET INDEX**

SHEET 1	CIRCULATION PLAN
SHEET 2	LOTTING PLAN
SHEET 3	GRADING & DRAINAGE PLAN NORTH
SHEET 4	GRADING & DRAINAGE PLAN SOUTH
SHEET 5	OFF-SITE ROAD - HIGHLANDS PARCEL A
SHEET 6	UTILITY PLAN NORTH
SHEET 7	UTILITY PLAN SOUTH
SHEET 8	LANDSCAPE & SOUND WALL DETAILS
SHEET 9	SECRET RAVINE BIKE PATH BRIDGE



REVISED SEPTEMBER 2003  
 REVISED JANUARY 2004  
 REVISED SEPTEMBER 2004  
 REVISED FEBRUARY 2004

**T.Y. ENGINEERS & LAND PLANNING**  
 ENGINEERING & PLANNING

EXHIBIT   F  

FILE NO.   SD-2001-04  

SEP 13 2006

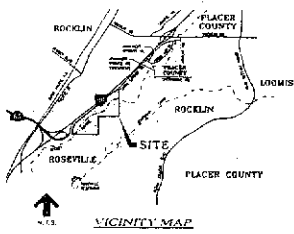
# VISTA OAKS

## TENTATIVE MAP

### ROCKLIN, CALIFORNIA

#### LOTING PLAN

DECEMBER 2003  
SHEET 2 OF 9

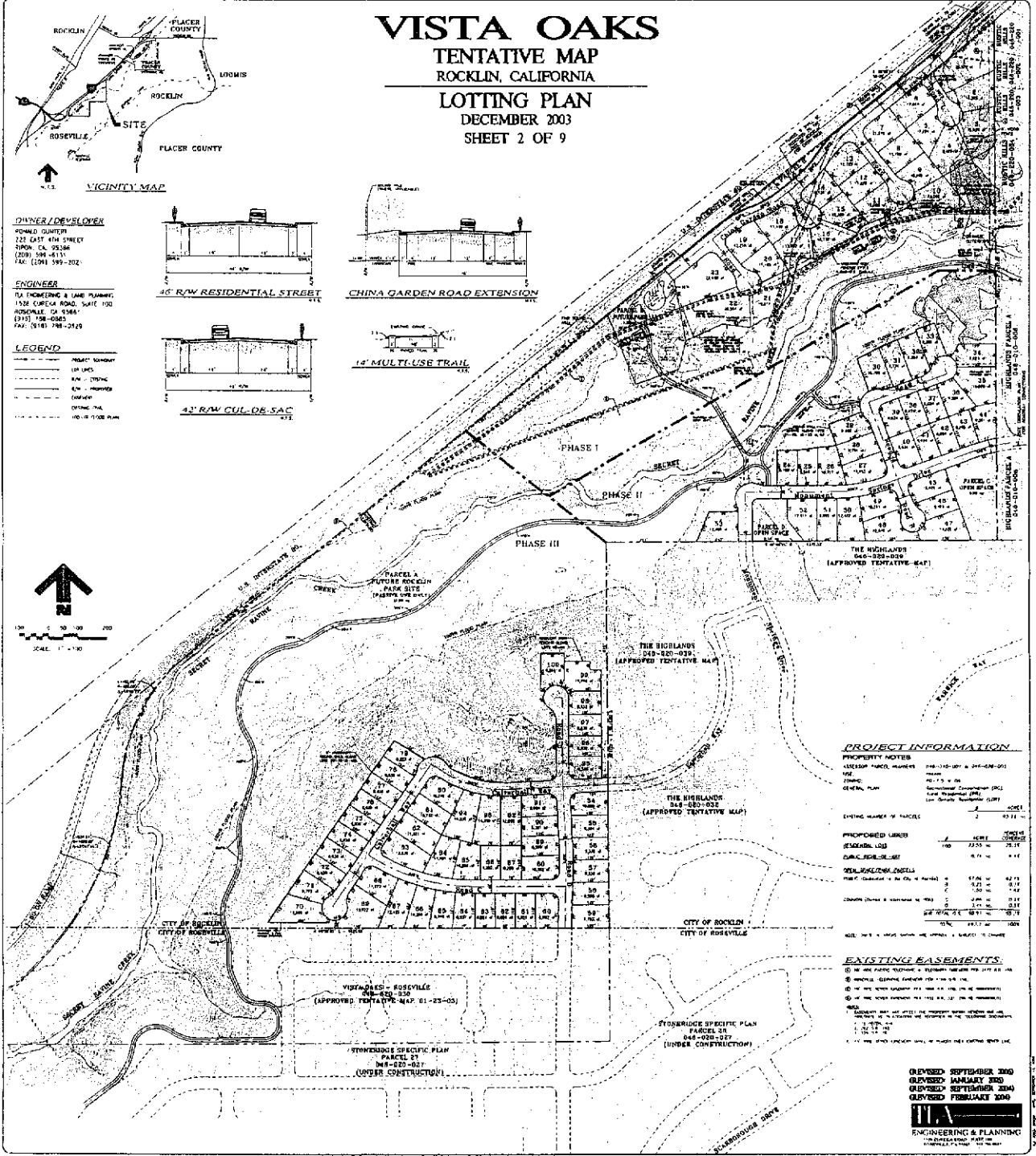
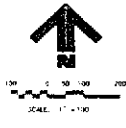
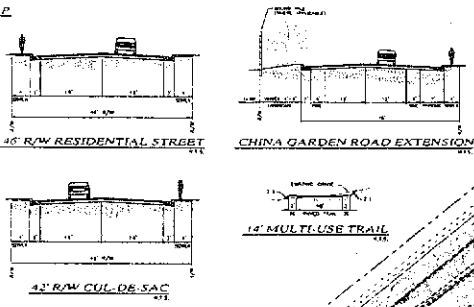


**OWNER/DEVELOPER**  
**RONALD GUNTER**  
 222 EAST 4TH STREET  
 ROCKLIN, CA 95766  
 (209) 588-4111  
 FAX: (209) 589-2022

**ENGINEER**  
**PLA ENGINEERING & LAND PLANNING**  
 1532 CORNELIA ROAD, SUITE 100  
 ROCKVILLE, CA 95765  
 (916) 798-0865  
 FAX: (916) 798-2529

**LEGEND**

- PROPOSED HIGHWAY
- LOT LINES
- R/W - ZONING
- R/W - UNZONED
- CANAL
- EXISTING TRAIL
- 100-18 TYPICAL



**PROJECT INFORMATION**

**PROPERTY NOTES**

ASSESSOR PARCEL NUMBER: 048-340-001 & 048-048-001  
 AREA: 40.75 ± AC  
 GENERAL PLAN: Agricultural Community (AC) / Urban Residential (UR)  
 LOCAL DEVELOPMENT CODE: Rocklin Municipal Code

EXISTING NUMBER OF PARCELS	ACRES
2	40.75

PROPOSED LOTS	ACRES	% CHANGED
100	33.55	75.18
DIV. 100-18-01	6.71	16.42

**DEVELOPER'S NOTES**

1. THIS TENTATIVE MAP IS SUBJECT TO THE APPROVAL OF THE CITY OF ROCKLIN AND THE CITY OF ROSEVILLE.

**EXISTING EASEMENTS**

- 1. 10' EASEMENT FOR UTILITY LINES
- 2. 10' EASEMENT FOR UTILITY LINES
- 3. 10' EASEMENT FOR UTILITY LINES
- 4. 10' EASEMENT FOR UTILITY LINES

REVISED SEPTEMBER 2003  
 REVISED JANUARY 2004  
 REVISED SEPTEMBER 2004  
 REVISED FEBRUARY 2005

**PLA ENGINEERING & LAND PLANNING**  
 ENGINEERING & PLANNING

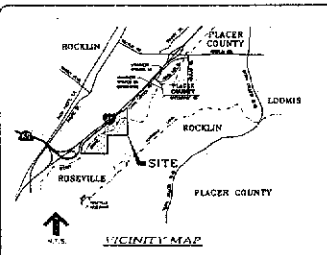
# VISTA OAKS

## TENTATIVE MAP

### ROCKLIN, CALIFORNIA

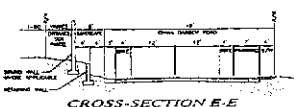
#### GRADING & DRAINAGE PLAN NORTH

DECEMBER 2003  
SHEET 3 OF 9



#### LEGEND

- PROPOSED STORM DRAIN LINE
- PROPOSED WATERWAY
- LOT LINE
- RAIN - EXISTING
- R/W - PROPOSED
- ROADWAY
- EXISTING WALL
- STREET CHANNEL
- STORM DRAIN
- WETLANDS
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING TREE
- PROPOSED TREE



**OWNER / DEVELOPER**  
RONALD DURAKET  
222 EAST 4TH STREET  
GROTON, CA 95306  
TEL: 209-613-1100  
FAX: (209) 598-2021

**OAK TREE IMPACTS**

Tree No.	Tree Name	DBH (in)	Species	Height (ft)	Condition
1	...	...	...	...	...
2	...	...	...	...	...
3	...	...	...	...	...

**ENGINEER**  
PLA ENGINEERING & LAND PLANNING  
1532 CURTIS ROAD, SUITE 100  
ROCKVILLE, CA 95561  
(916) 758-0862  
FAX: (916) 796-0529

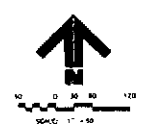
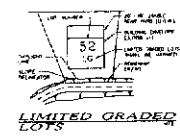
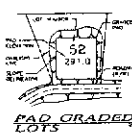
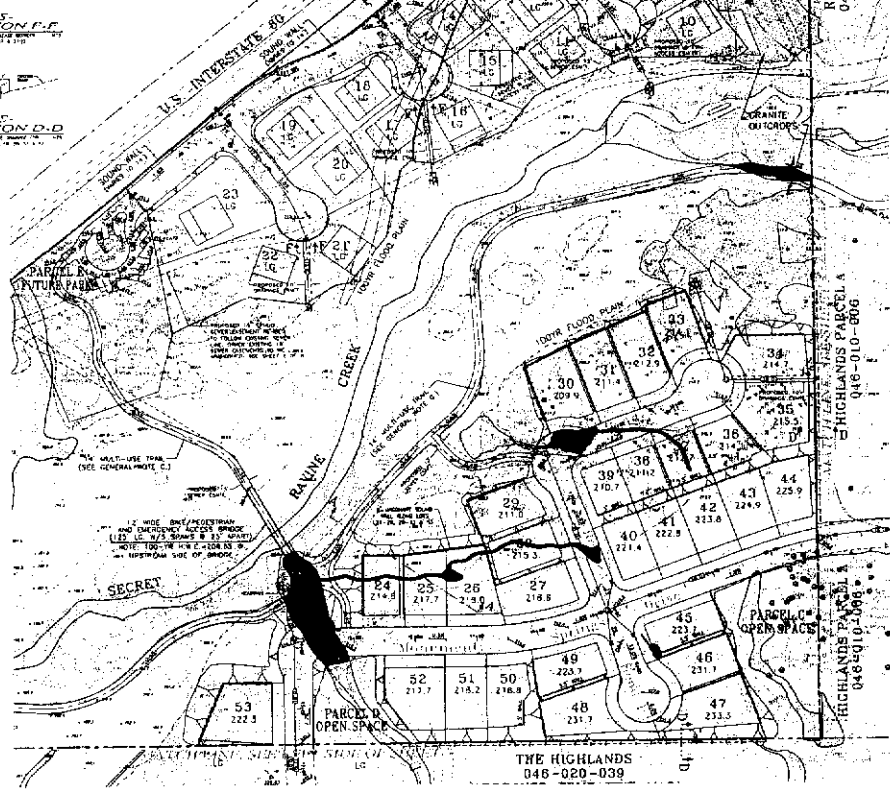
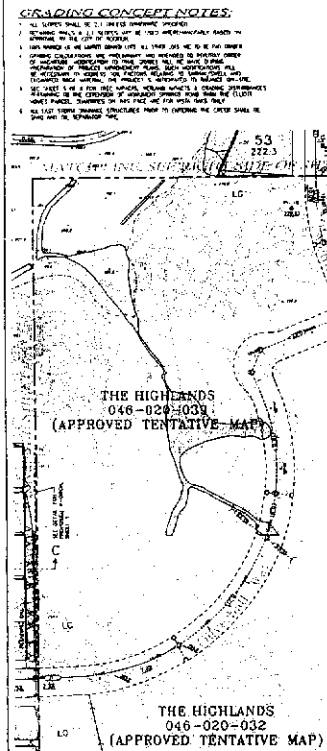
**WETLAND IMPACTS**  
TOTAL ACRES: 2.65  
WETLANDS AFFECTED: 2.65 ACRES

#### GRADING DISTURBANCE

Phase	Area (sq ft)	Volume (cu yd)
Phase 1	...	...
Phase 2	...	...

#### GRADING CONCEPT NOTES

- ...
- ...
- ...
- ...
- ...
- ...
- ...



REVISED SEPTEMBER 2003  
REVISED JANUARY 2004  
REVISED SEPTEMBER 2004  
REVISED FEBRUARY 2005

**PLA**  
ENGINEERING & PLANNING  
1532 CURTIS ROAD, SUITE 100  
ROCKVILLE, CA 95561



# VISTA OAKS

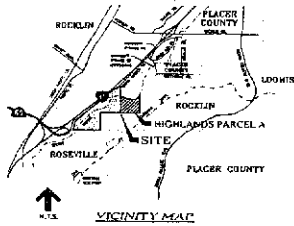
## TENTATIVE MAP

### ROCKLIN, CALIFORNIA

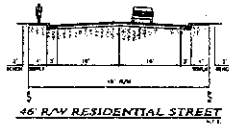
## OFF-SITE ROAD - HIGHLANDS PARCEL A

#### DECEMBER 2003

#### SHEET 5 OF 9



**VICINITY MAP**



**OWNER**  
 ELKBIT HOMES, INC.  
 86 MOUNTAIN POINT LUNGLE, SUITE 110  
 PULSON, CA 95830-0314  
 (916) 584-1200  
 FAX: (916) 584-1322

**DEVELOPER**  
 RONALD OLVERT  
 221 EAST 11th STREET  
 ROCKLIN, CA 95864  
 (916) 586-4131  
 FAX: (916) 589-1221

**ENGINEER**  
 BERNARD E. LOWELL & ASSOC., INC.  
 1578 CLARK ROAD, SUITE 100  
 ROSEVILLE, CA 95681  
 (916) 706-2600  
 FAX: (916) 706-0528

- LEGEND**
- PROJECT BOUNDARY
  - 8' W - 8' W - SITE
  - 10' W - 10' W - SITE
  - 15' W - 15' W - SITE
  - EXISTING PAVE
  - 15' W - 15' W - PAVE
  - 10' W - 10' W - PAVE
  - 8' W - 8' W - PAVE
  - 4' W - 4' W - PAVE
  - 2' W - 2' W - PAVE
  - 0' W - 0' W - PAVE
  - WETLAND WAYS
  - WETLAND WAYS
  - PROPOSED WAYS
  - PROPOSED WAYS
  - PROPOSED STORM DRAIN
  - STORM DRAIN IN PLACE
  - STORM DRAIN UNDER
  - STORM DRAIN UNDER
  - STORM DRAIN UNDER
  - STORM DRAIN UNDER

**TREE IMPACTS:**  
 Total Tree Removal: 11 (114 sq ft, 1.54)

**WETLAND IMPACTS:**  
 Wetland Impacts: 12,100 sq ft, 0.28 ac, 2.08

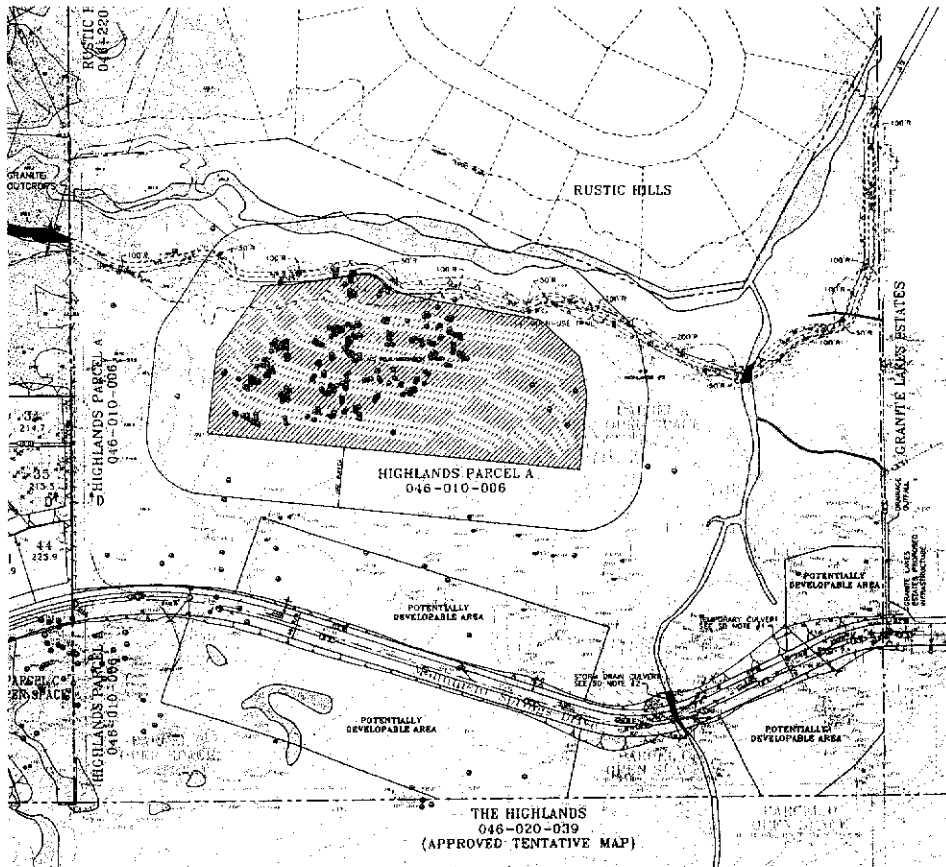
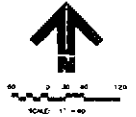
**GRADING DISTURBANCE:**  
 Disturbance: 204 ac, 8,944 sq ft

**GRADING CONCEPT NOTES:**

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA GRADING LAW (PUBLIC LAW 100-492).
2. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA GRADING LAW (PUBLIC LAW 100-492).
3. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA GRADING LAW (PUBLIC LAW 100-492).

**STORM DRAIN NOTES:**

1. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL STORM DRAINAGE SYSTEMS.
2. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL STORM DRAINAGE SYSTEMS.
3. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL STORM DRAINAGE SYSTEMS.



**THE HIGHLANDS  
 046-020-039  
 (APPROVED TENTATIVE MAP)**

REVISED SEPTEMBER 2000  
 REVISED MARCH 2003  
 REVISED SEPTEMBER 2004  
 REVISED FEBRUARY 2006  
 ENGINEERING & PLANNING  
 105 BROADWAY, SUITE 100  
 SAN FRANCISCO, CA 94111  
 (415) 398-1100



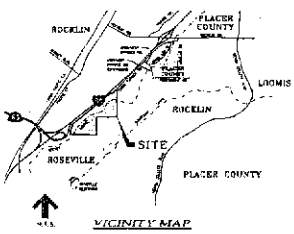
# VISTA OAKS

## TENTATIVE MAP

### ROCKLIN, CALIFORNIA

#### UTILITY PLAN SOUTH

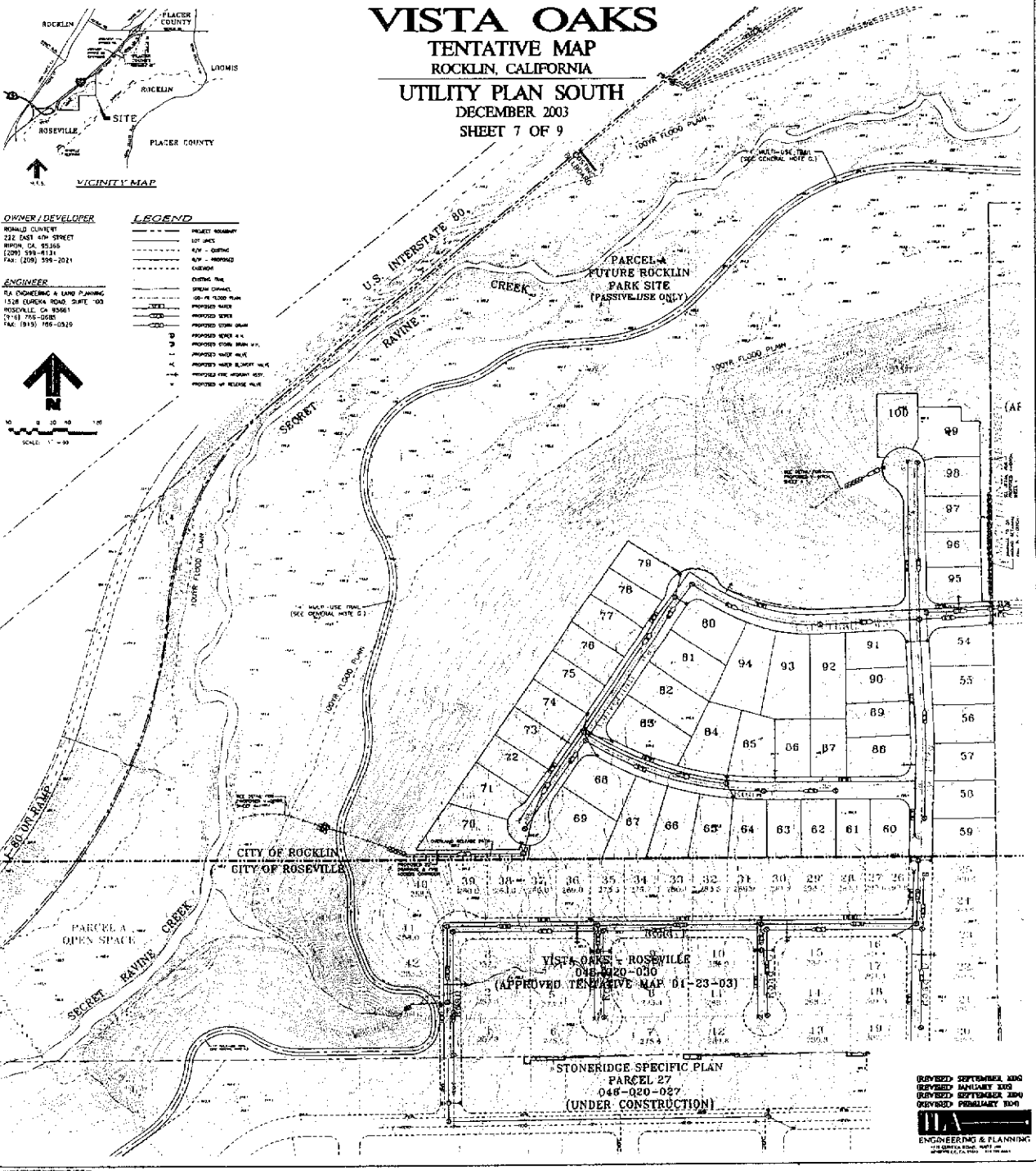
DECEMBER 2003  
SHEET 7 OF 9



**OWNER / DEVELOPER**  
 RONALD CURTNEY  
 212 EAST 4TH STREET  
 ROSHARON, CA 95266  
 (916) 594-4111  
 FAX: (916) 594-2024

**ENGINEER**  
 RA ENGINEERING & LAND PLANNING  
 1528 CURPORA ROAD, SUITE 100  
 ROSEVILLE, CA 95661  
 (916) 765-0281  
 FAX: (916) 765-0319

- LEGEND**
- PROJECT BOUNDARY
  - LOT LINES
  - 4" - 8" DRAINAGE
  - 4" - 8" STORMWATER
  - CULVERT
  - EXISTING MAIL
  - EXISTING DRAINAGE
  - 10" - 14" FLOOD PLUM
  - PROPOSED WATER
  - PROPOSED SEWER
  - PROPOSED STORM DRAIN
  - PROPOSED SEWER & S
  - PROPOSED STORM DRAIN S
  - PROPOSED WATER MAIN S
  - PROPOSED WATER MAIN S
  - PROPOSED FIRE MAIN S
  - PROPOSED FIRE MAIN S
  - PROPOSED FIRE MAIN S



VISTA OAKS - ROSEVILLE  
 046-020-030  
 (APPROVED TENTATIVE MAP 01-23-03)

STONERIDGE SPECIFIC PLAN  
 PARCEL 27  
 046-020-027  
 (UNDER CONSTRUCTION)

REVISIONS:  
 REVISION 1: SEPTEMBER 2003  
 REVISION 2: JANUARY 2004  
 REVISION 3: SEPTEMBER 2004  
 REVISION 4: FEBRUARY 2005

**RA ENGINEERING & PLANNING**  
 1528 CURPORA ROAD, SUITE 100  
 ROSEVILLE, CA 95661  
 (916) 765-0281

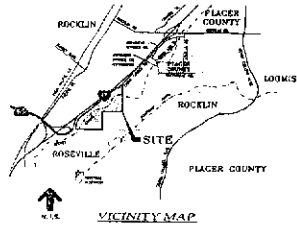
# VISTA OAKS

## TENTATIVE MAP

### ROCKLIN, CALIFORNIA

## LANDSCAPE & SOUND WALL DETAILS

DECEMBER 2003  
SHEET 8 OF 9

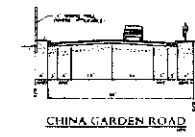
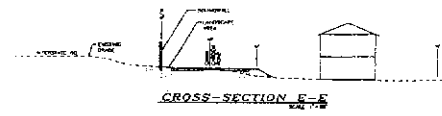
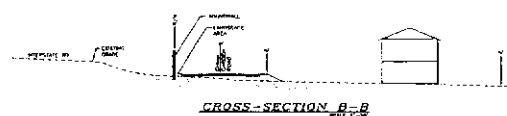
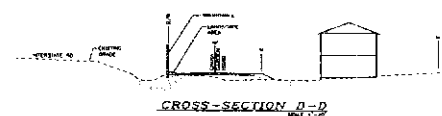
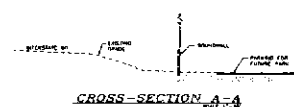
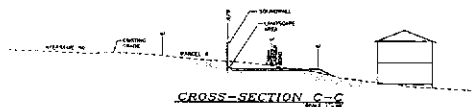
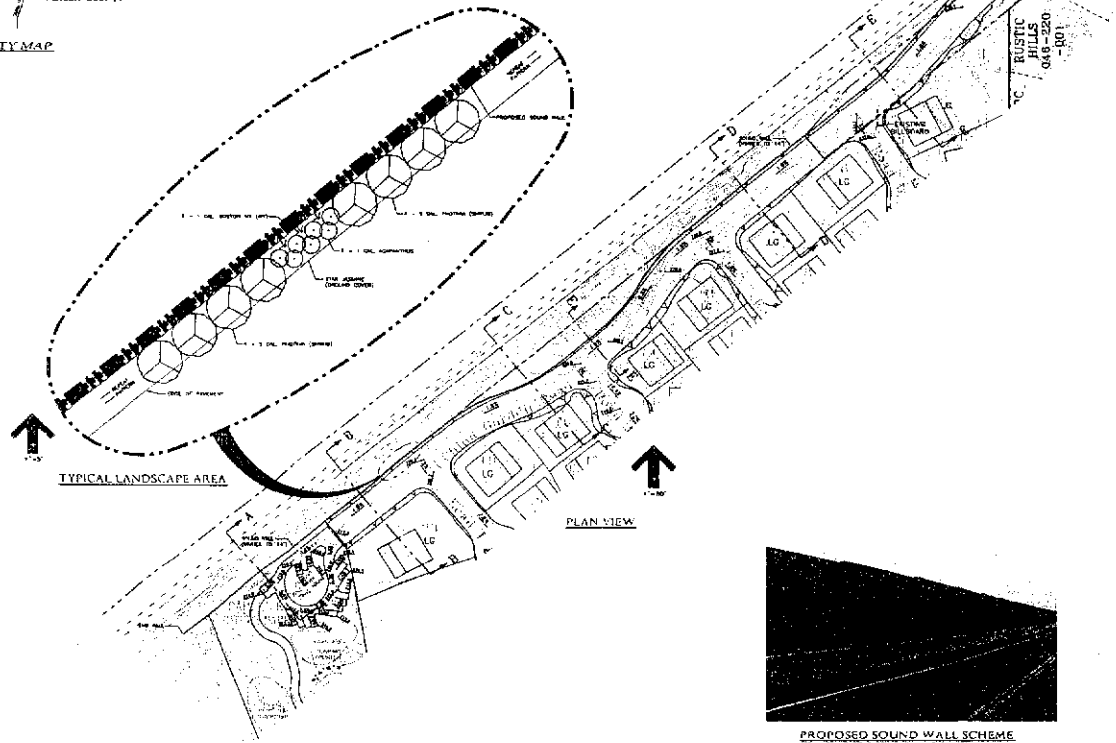


**OWNER / DEVELOPER**  
 ZORNAL CONCRETE  
 222 EAST 9TH STREET  
 ROCKLIN, CA 95766  
 (916) 594-8131  
 FAX: (916) 594-2021

**ENGINEER**  
 TA ENGINEERING & LAND PLANNING  
 1320 EDWARDS ROAD, SUITE 100  
 ROSEVILLE, CA 95761  
 (916) 785-0865  
 FAX: (916) 788-0525

**LEGEND**

- PROJECT BOUNDARY
- LOT LINES
- SOUND WALL



REVISED: SEPTEMBER 2000  
 REVISED: JANUARY 2001  
 REVISED: SEPTEMBER 2001  
 REVISED: FEBRUARY 2004

**TA ENGINEERING & LAND PLANNING**  
 1320 EDWARDS ROAD, SUITE 100  
 ROSEVILLE, CA 95761  
 (916) 785-0865



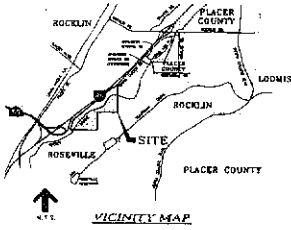
# VISTA OAKS

## TENTATIVE MAP

### ROCKLIN, CALIFORNIA

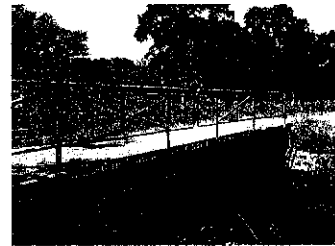
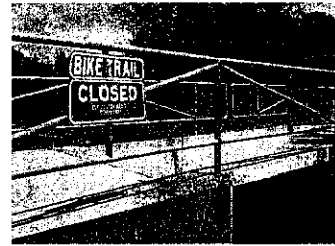
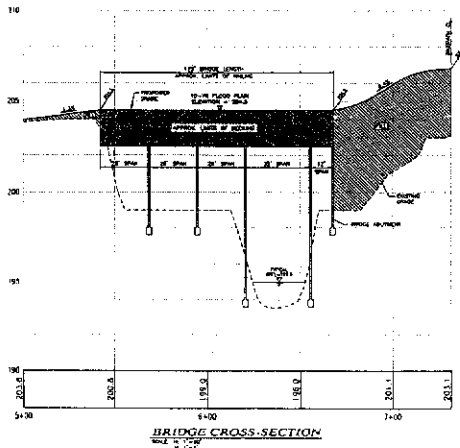
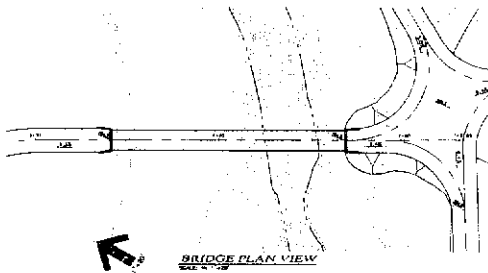
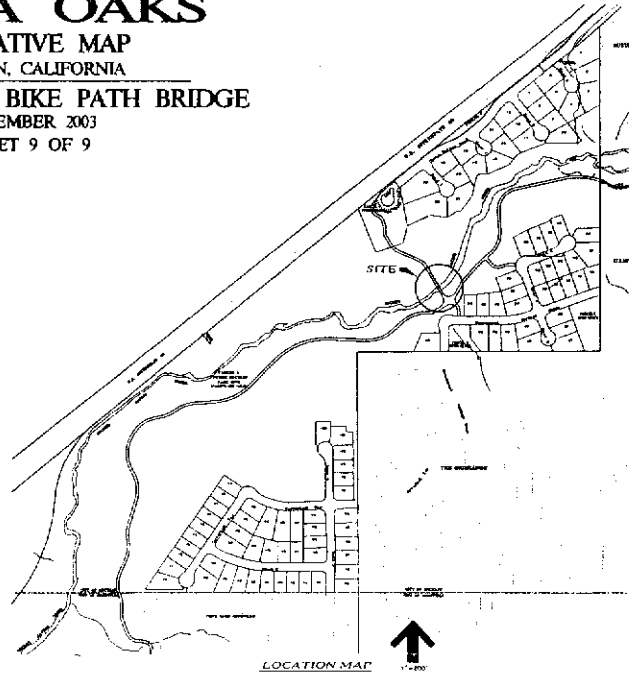
#### SECRET RAVINE BIKE PATH BRIDGE

DECEMBER 2003  
SHEET 9 OF 9



**OWNER / DEVELOPER**  
 RONALD CURTIS  
 222 EAST 4TH STREET  
 ROCKLIN, CA 95765  
 (709) 309-8211  
 FAX: (209) 599-7021

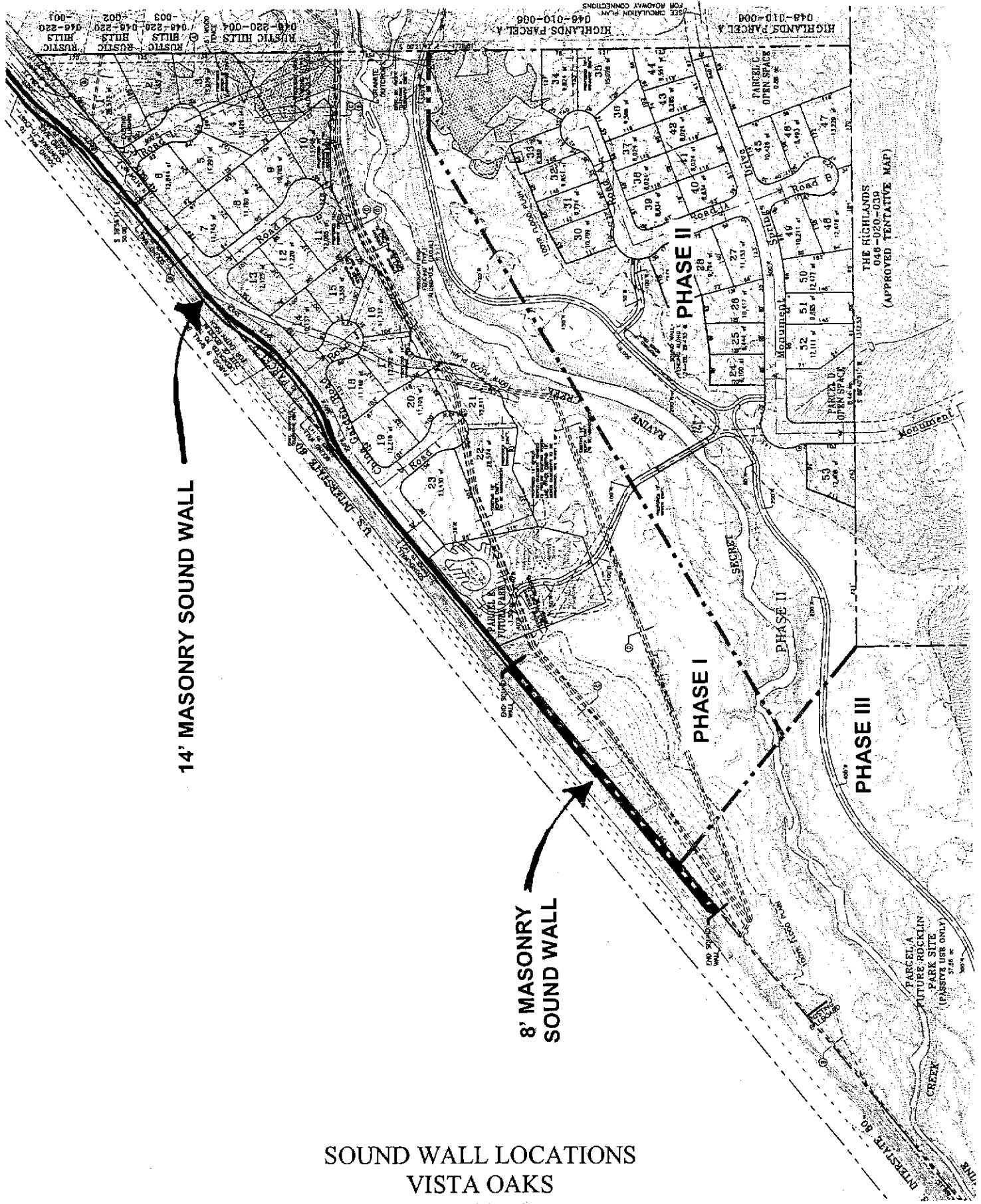
**ENGINEER**  
 TIA ENGINEERING & LAND PLANNING  
 1528 ELREKA ROAD, SUITE 100  
 ROSEVILLE, CA 95661  
 (916) 786-0865  
 FAX: (916) 786-0529



REVISED: SEPTEMBER 2000  
 REVISED: JANUARY 2003  
 REVISED: SEPTEMBER 2004  
 REVISED: FEBRUARY 2006

**TIA**  
 ENGINEERING & PLANNING  
 1528 ELREKA ROAD, SUITE 100  
 ROSEVILLE, CA 95661

EXHIBIT B

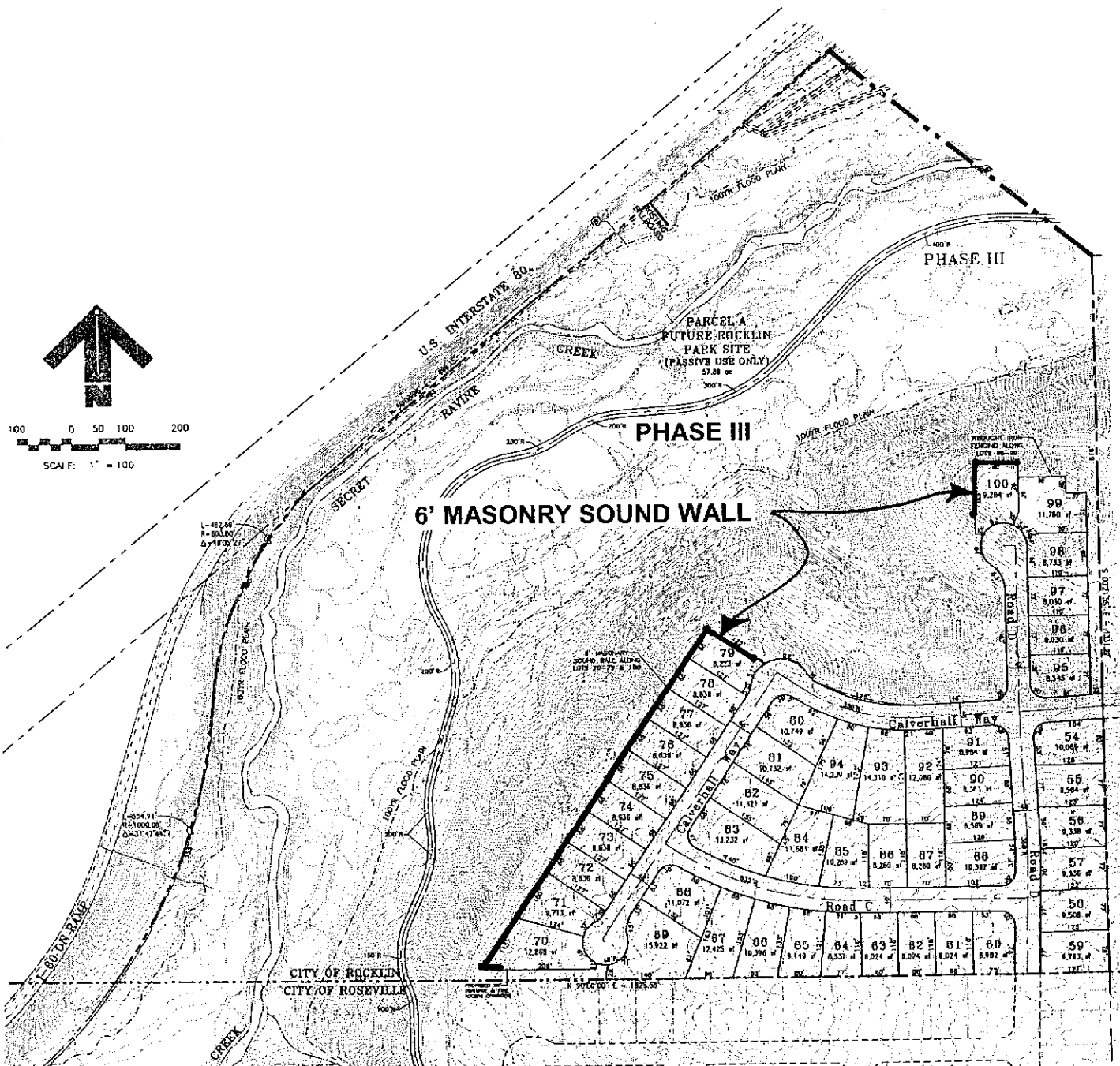


14' MASONRY SOUND WALL

8' MASONRY SOUND WALL

SOUND WALL LOCATIONS  
VISTA OAKS  
SD-2001-04

# EXHIBIT B



SOUND WALL LOCATIONS  
 VISTA OAKS  
 SD-2001-04