

EXHIBIT "A-1"

Description of The Lands of Bryte Gardens

Parcel One

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

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

Containing 4.58 acres, more or less.

Parcel Two

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

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

EXHIBIT "A-1"

Description of The Lands of Bryte Gardens

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

Containing 287.79 acres, more or less.

Parcel Three

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

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

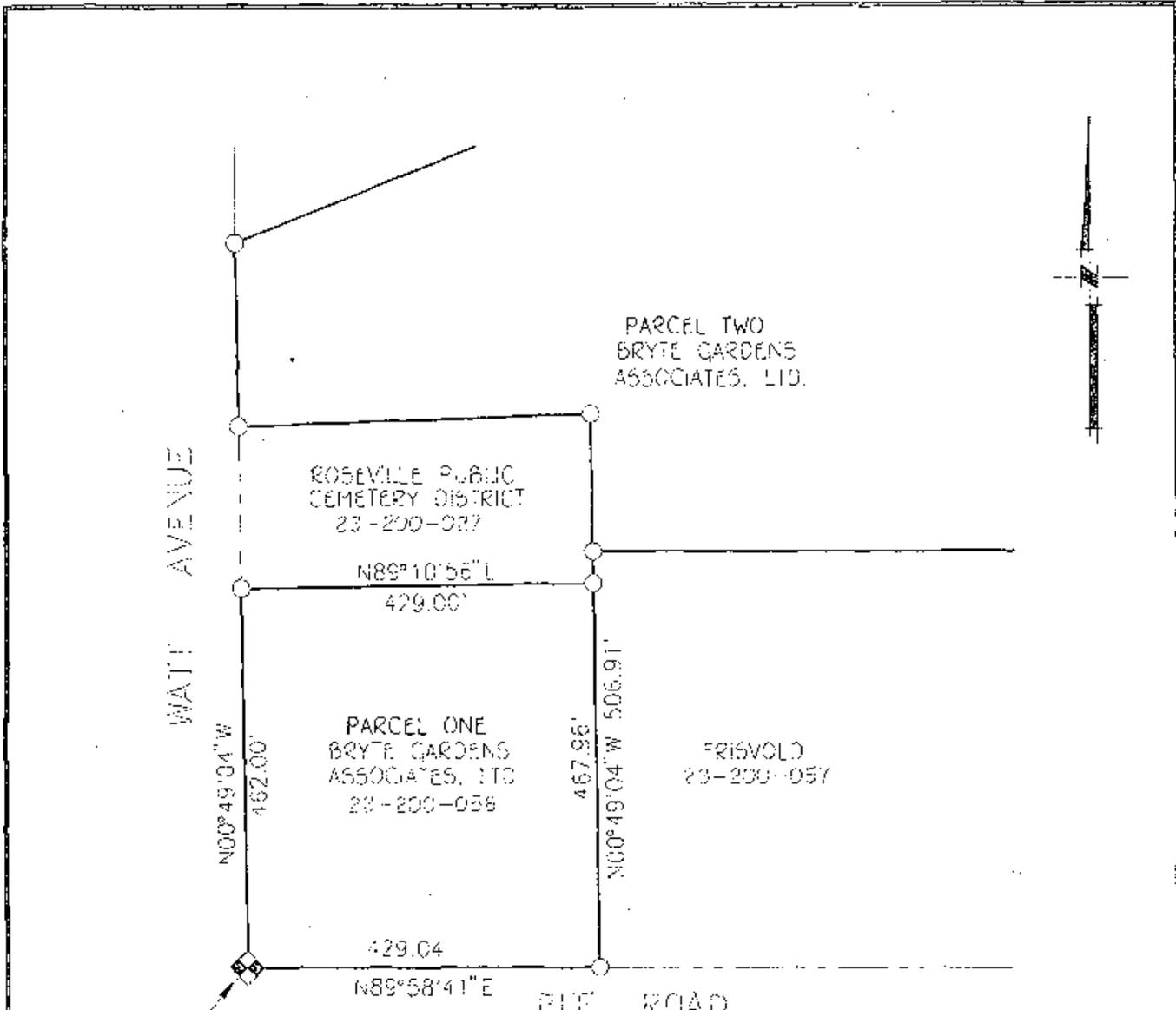
Containing 30.36 acres, more or less.

END OF DESCRIPTION

Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100, Roseville, CA 95661



P.O.B. Southwest Corner of Section 12
Found Brass Cap in Well

SHEET 1 OF 2

EXHIBIT A-2
 PARCEL ONE
 LANDS OF
 BRYTE GARDENS ASSOCIATES, LTD.
 PLACER COUNTY, CALIFORNIA

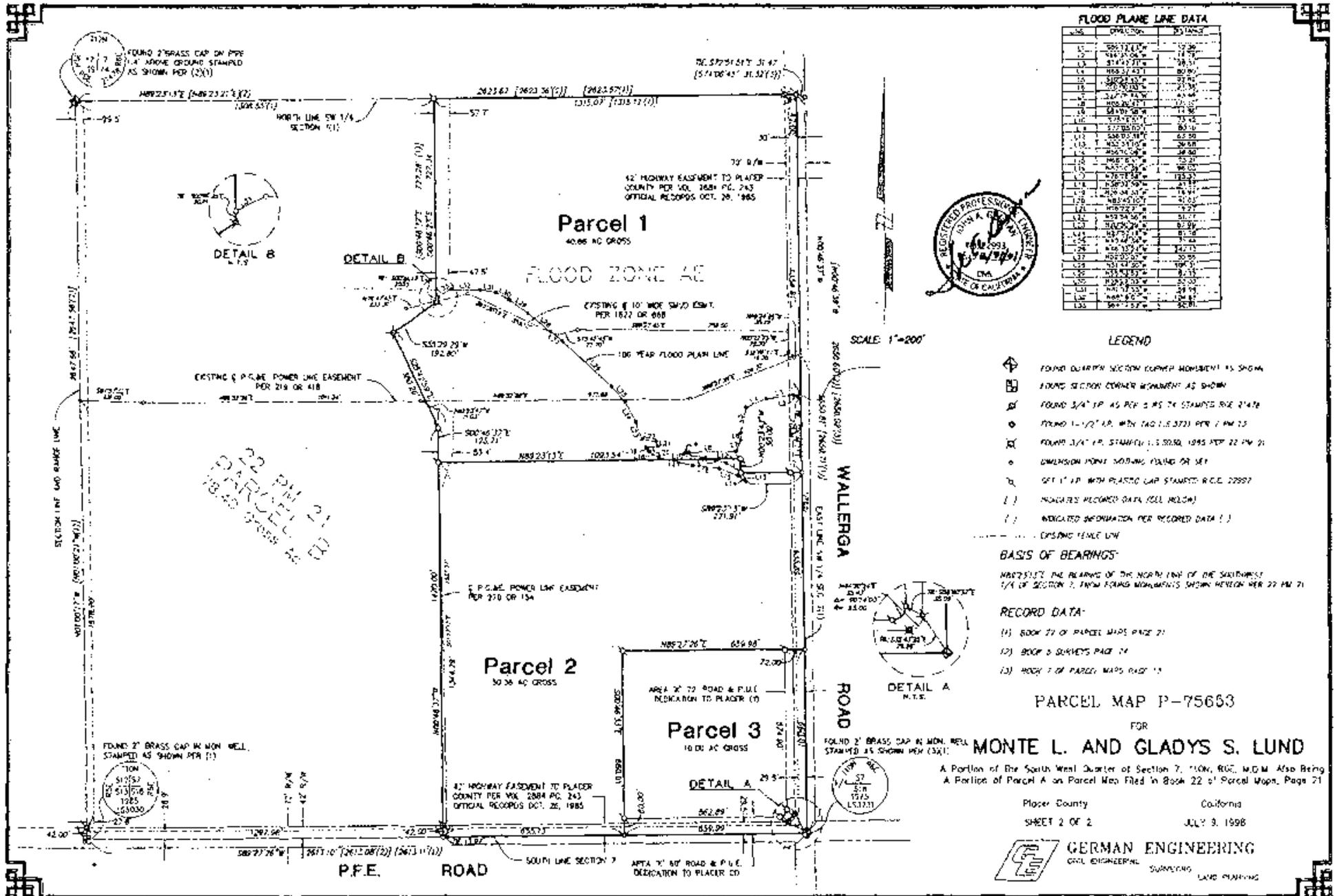
Mackay & Somp

ENGINEERS PLANNERS SURVEYORS
 1552 Eureka Road, Suite 120, Roseville, CA 95661 (916) 773-1188

ARJZ	1" = 200'	05/27/08	18258-00
DRAWN BY	SCALE	DATE	JOB NO.

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

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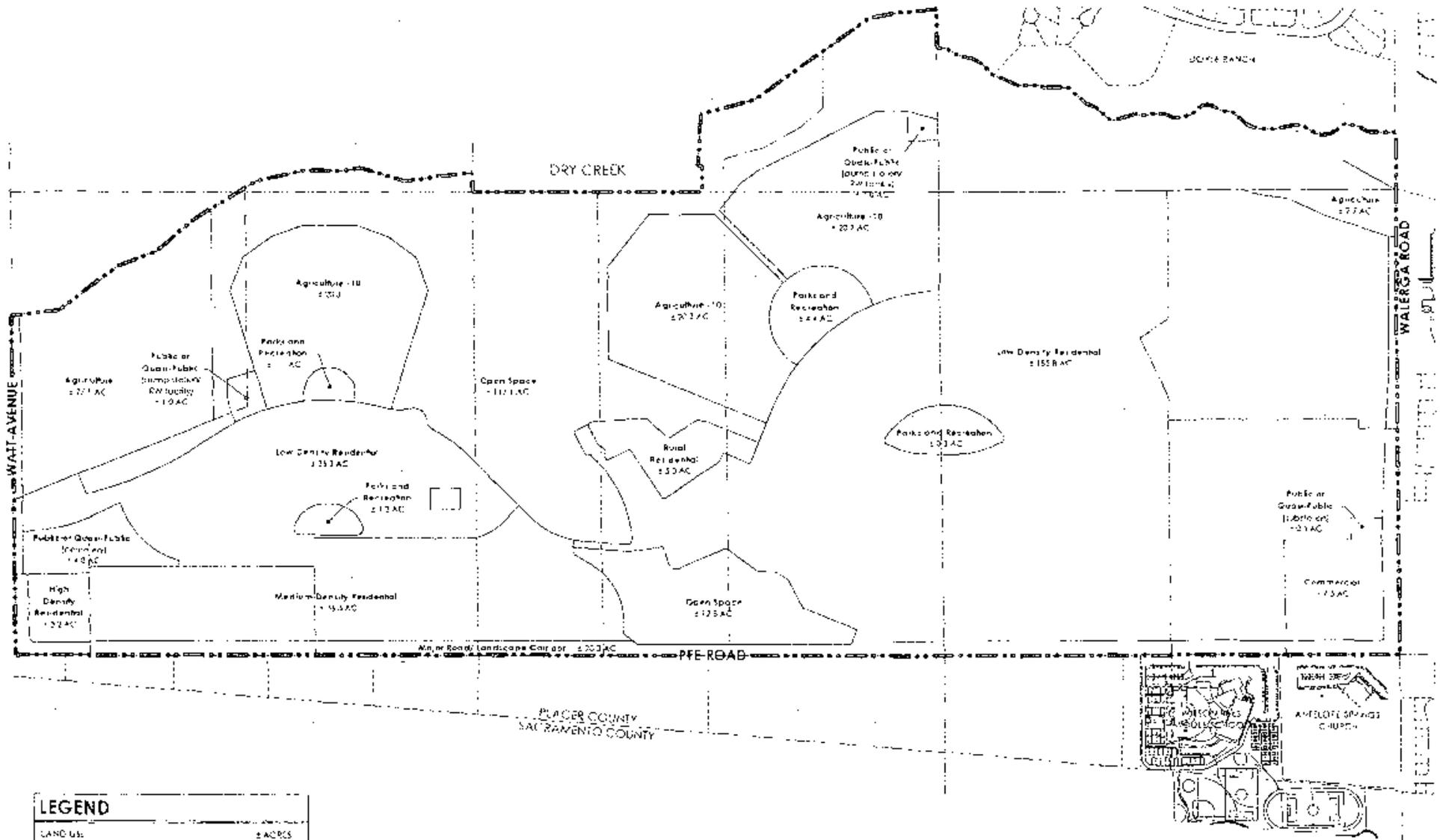


FLOOD PLANE LINE DATA

LINE	DESCRIPTION	STATIONING
L1	SECTION CORNER	10+00
L2	SECTION CORNER	11+00
L3	SECTION CORNER	12+00
L4	SECTION CORNER	13+00
L5	SECTION CORNER	14+00
L6	SECTION CORNER	15+00
L7	SECTION CORNER	16+00
L8	SECTION CORNER	17+00
L9	SECTION CORNER	18+00
L10	SECTION CORNER	19+00
L11	SECTION CORNER	20+00
L12	SECTION CORNER	21+00
L13	SECTION CORNER	22+00
L14	SECTION CORNER	23+00
L15	SECTION CORNER	24+00
L16	SECTION CORNER	25+00
L17	SECTION CORNER	26+00
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L19	SECTION CORNER	28+00
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L87	SECTION CORNER	96+00
L88	SECTION CORNER	97+00
L89	SECTION CORNER	98+00
L90	SECTION CORNER	99+00
L91	SECTION CORNER	100+00

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EXHIBIT 2.2 RIOLO VINEYARD SPECIFIC PLAN LAND USES



LEGEND

LAND USE	± ACRES
High Density Residential (1000 du/acre)	3.7
Medium Density Residential (200-1000 du/acre)	26.3
Low Density Residential (10-200 du/acre)	221.1
Rural Residential (2000 du/acre)	1.0
Agriculture - 10 (1000 du/acre)	67.3
Agriculture	258.0
Open Space	123.9
Parks and Recreation	10.1
Commercial	7.5
Public or Quasi-Public	
Cemetery	4.0
Utility	0.5
Pump Station/RW Facility	2.3
Main Road/Landscape Corridor	20.3
TOTAL	515.8

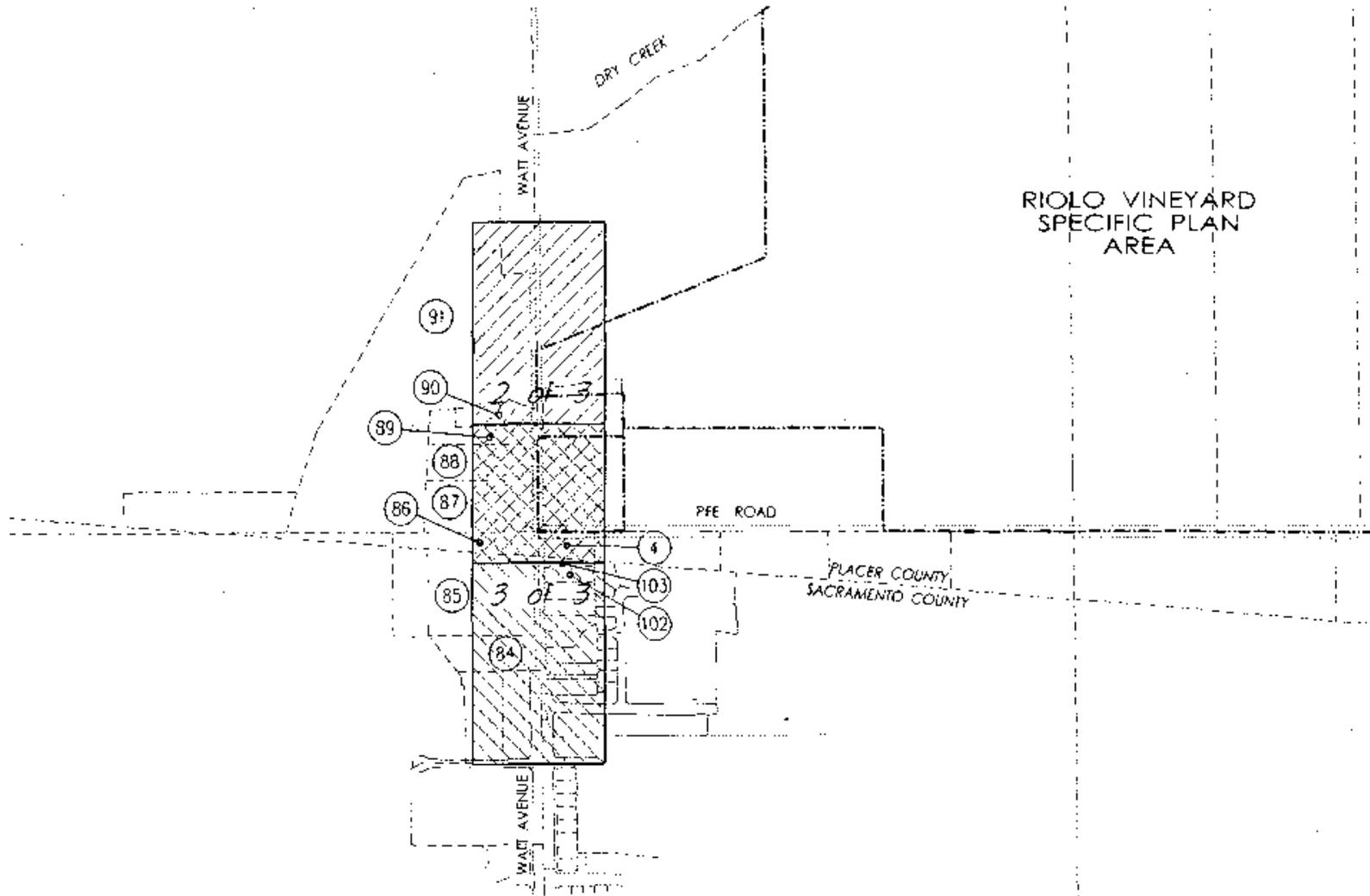
430

NORTH

0 400 800

Mackay & Somps
PLANNERS ARCHITECTS ENGINEERS

EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS - INDEX

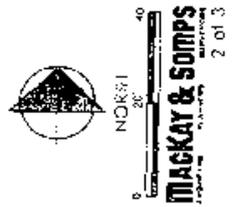
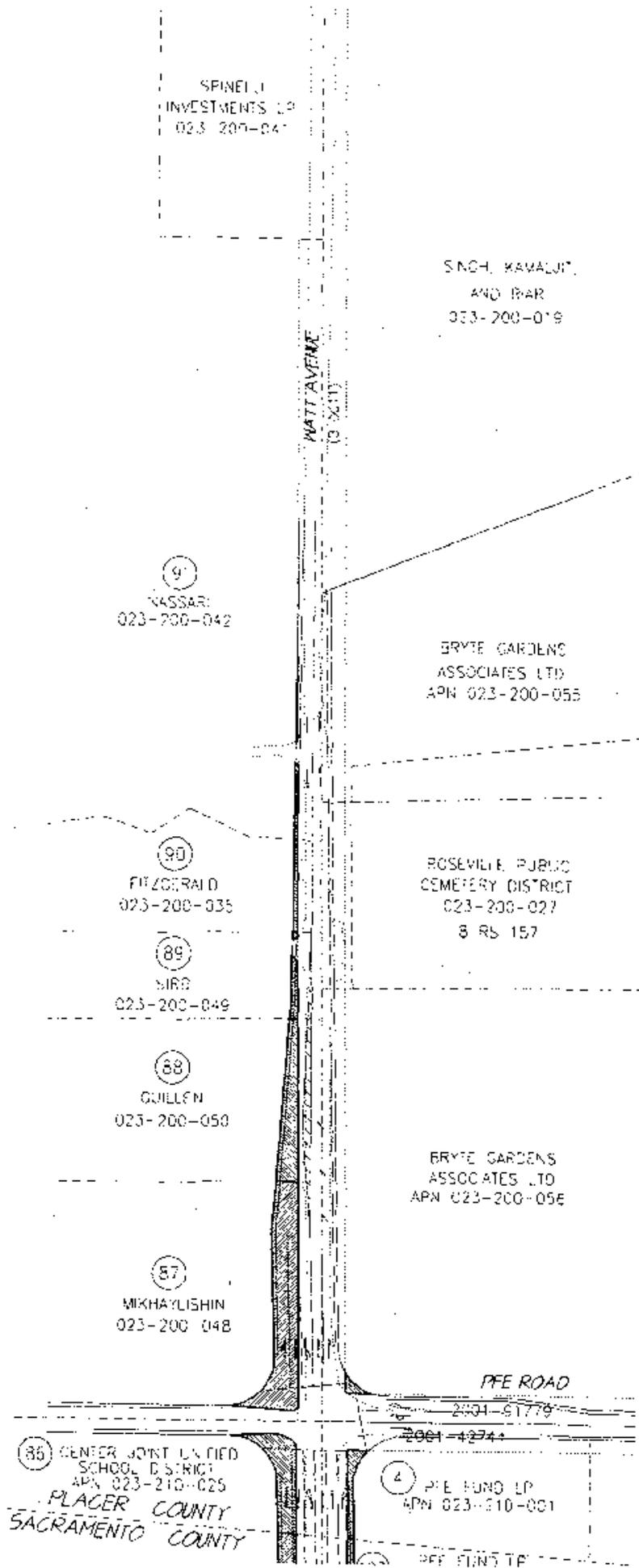


PROPERTY #	PROPERTY OWNER	APN #
4	PFE FUND LP	023-210-001
84	CENTER UNIFIED SCHOOL DISTRICT	203-020-018
85	CENTER UNIFIED SCHOOL DISTRICT	203-020-063
86	CENTER UNIFIED SCHOOL DISTRICT	023-210-025
87	TRKHALISHVILI	023-200-046
88	CHU, IEN	023-200-030
89	SRB	023-200-049
90	FILIZGERALD	023-200-035
91	NASSARI	023-200-042
102	QUINONEZ	203-030-002
103	PFE FUND LP	203-030-001

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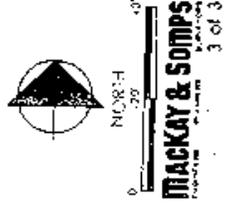
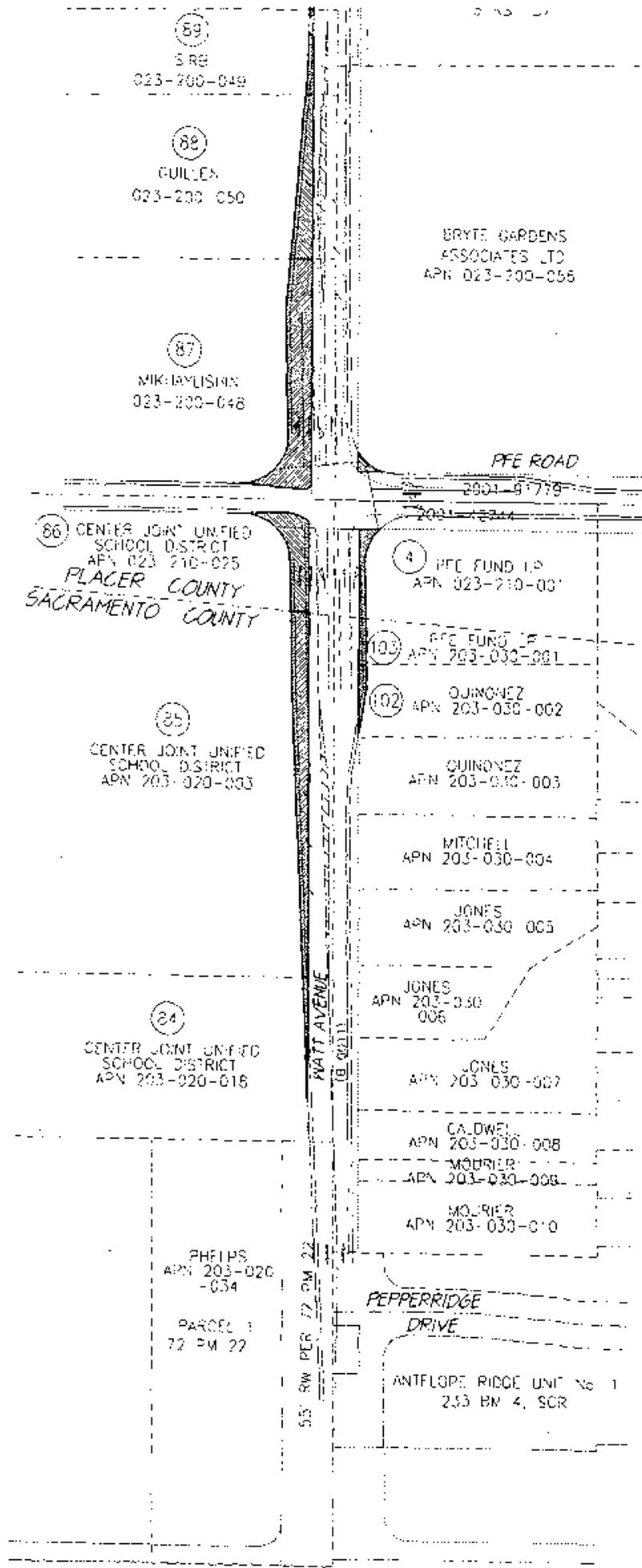


EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS



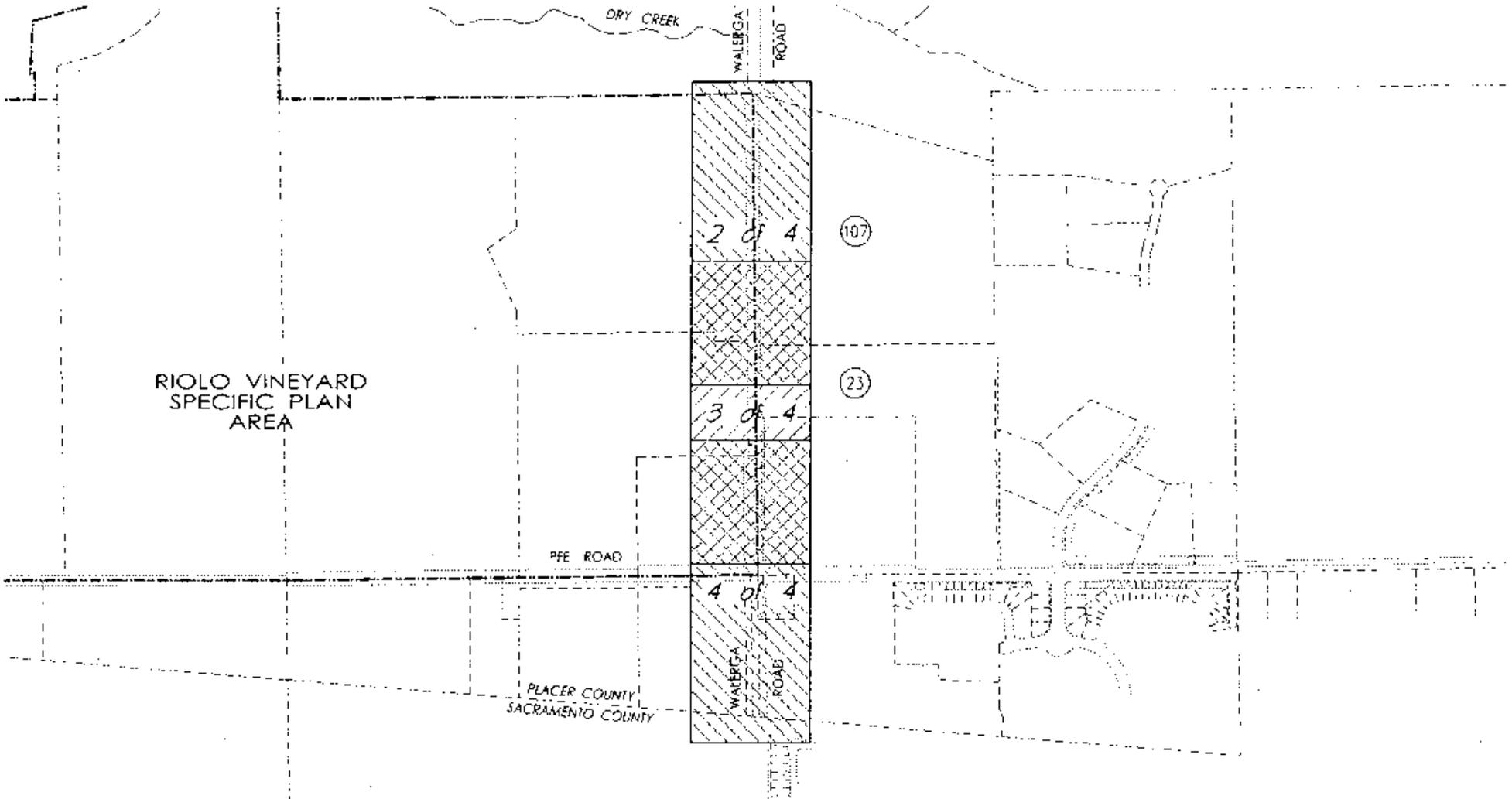
438

EXHIBIT 3.2.1 INTERSECTION IMPROVEMENTS



439

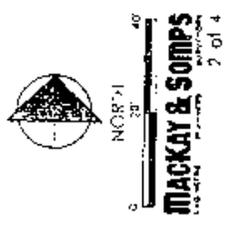
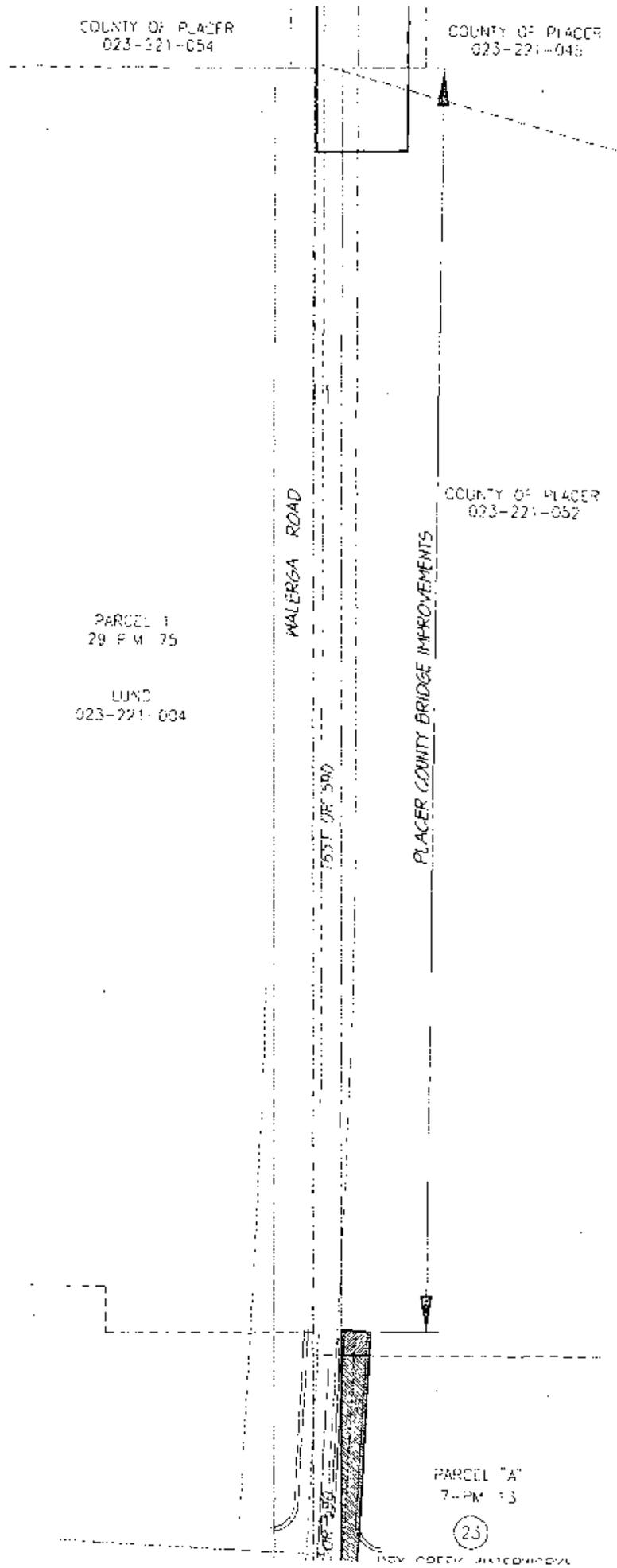
EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS - INDEX



PROPERTY #	PROPERTY OWNER	APN #
ED	DRY CREEK WATERWORKS	023-221-016
107	COUNTY OF PLACER	023-221-052

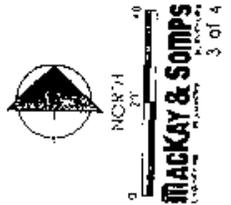
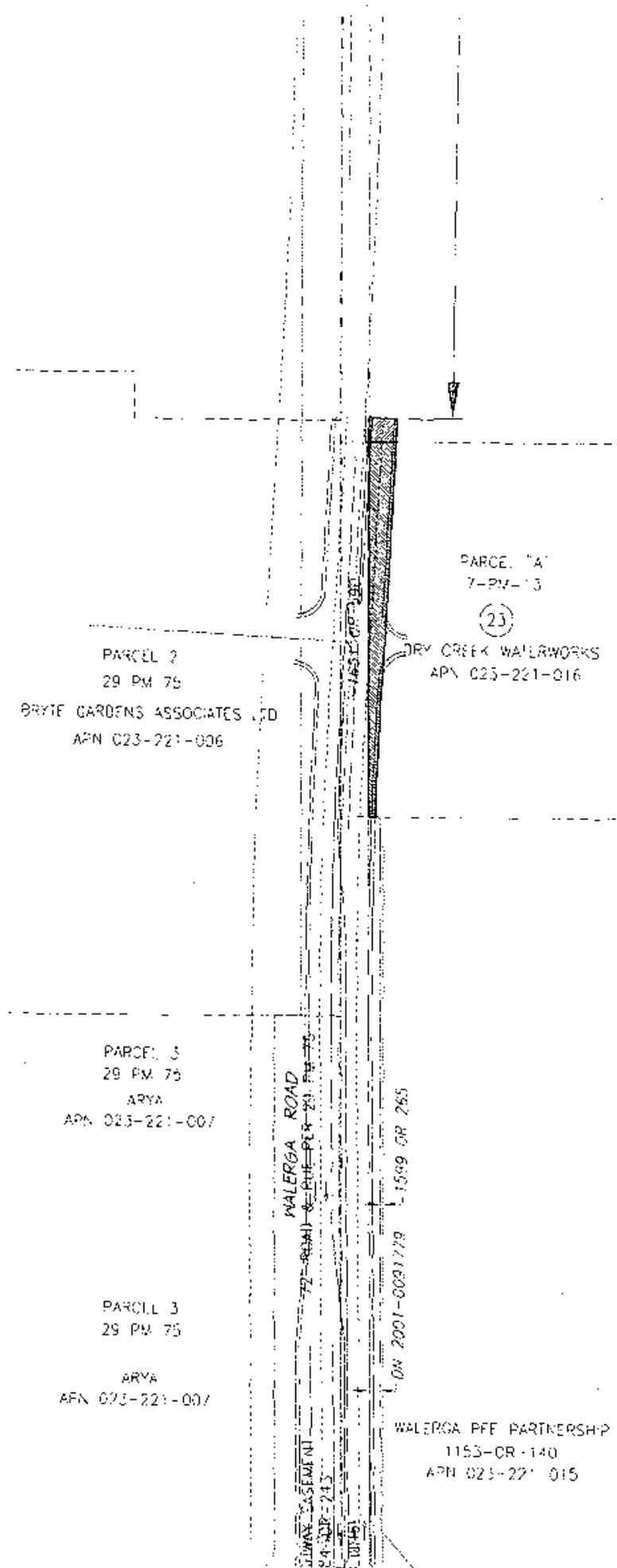
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EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS



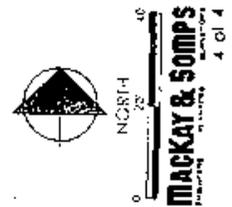
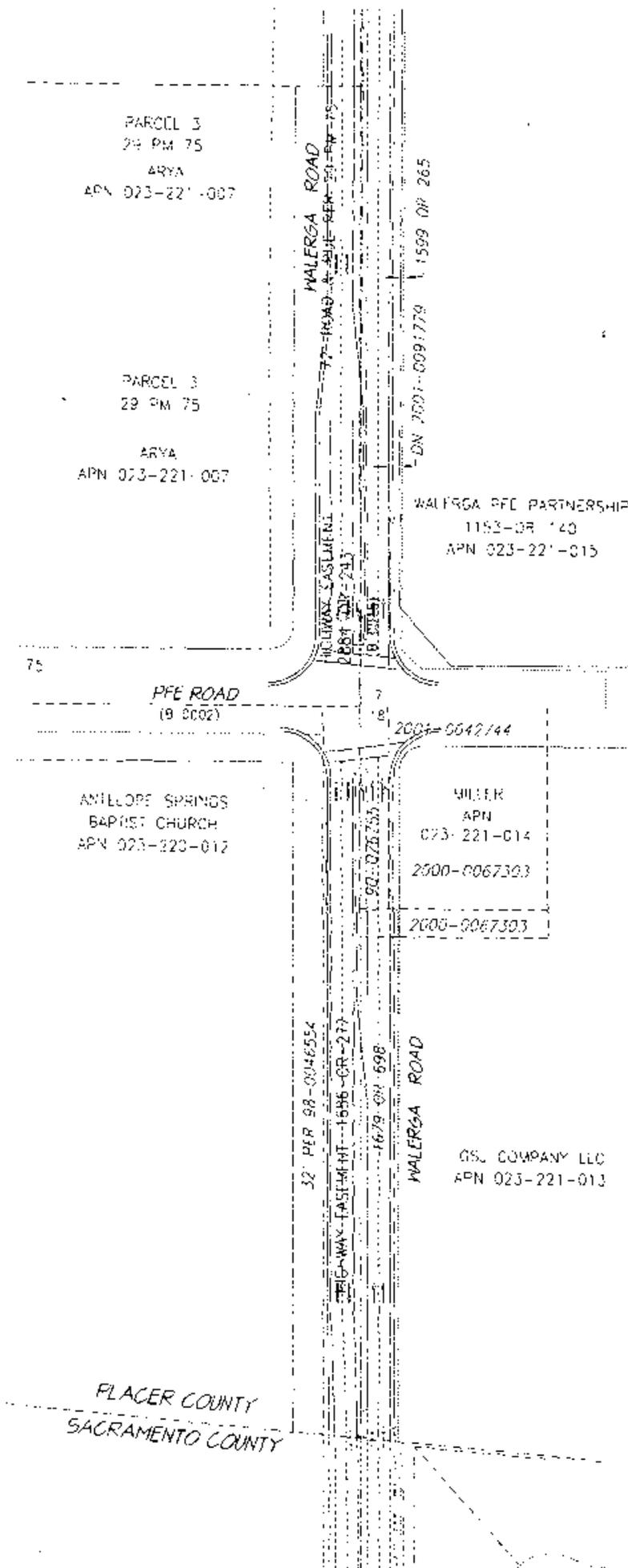
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EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS



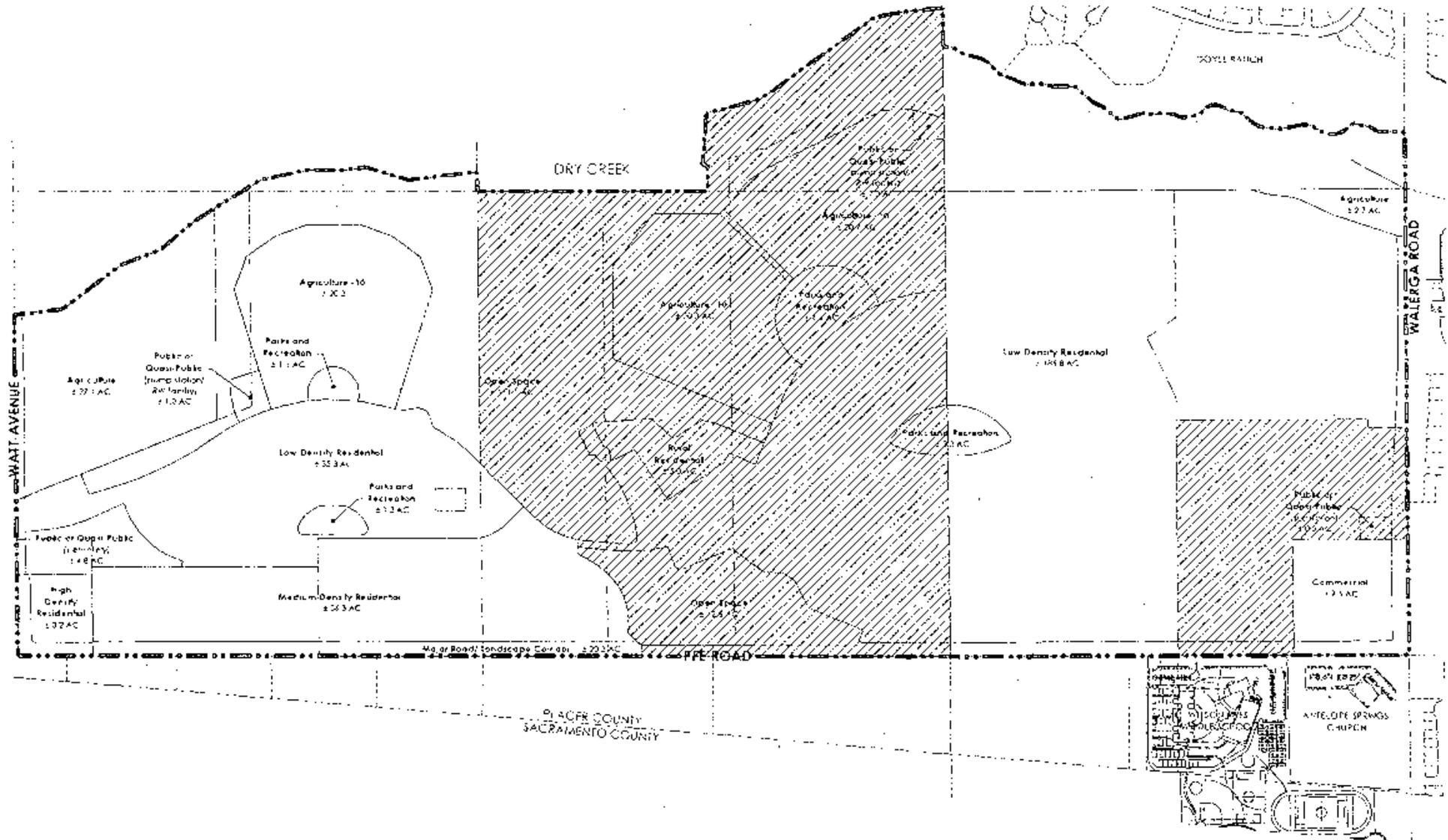
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EXHIBIT 3.2.2 INTERSECTION IMPROVEMENTS



4/4/14

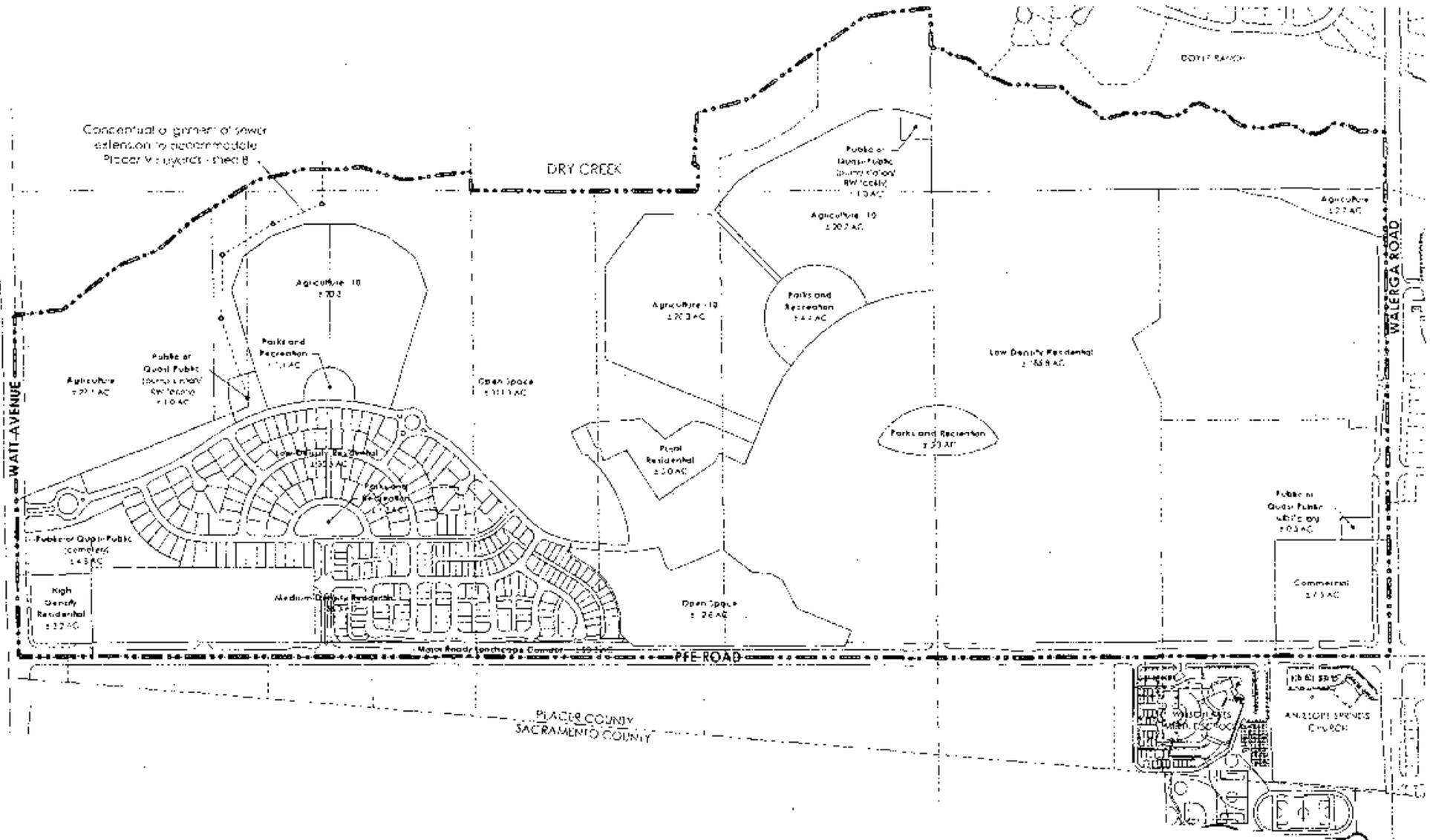
EXHIBIT 3.2.2.1 EASTERN PORTION



1/16/17



EXHIBIT 3.3.3 PLACER VINEYARDS SEWER EXTENSION



446

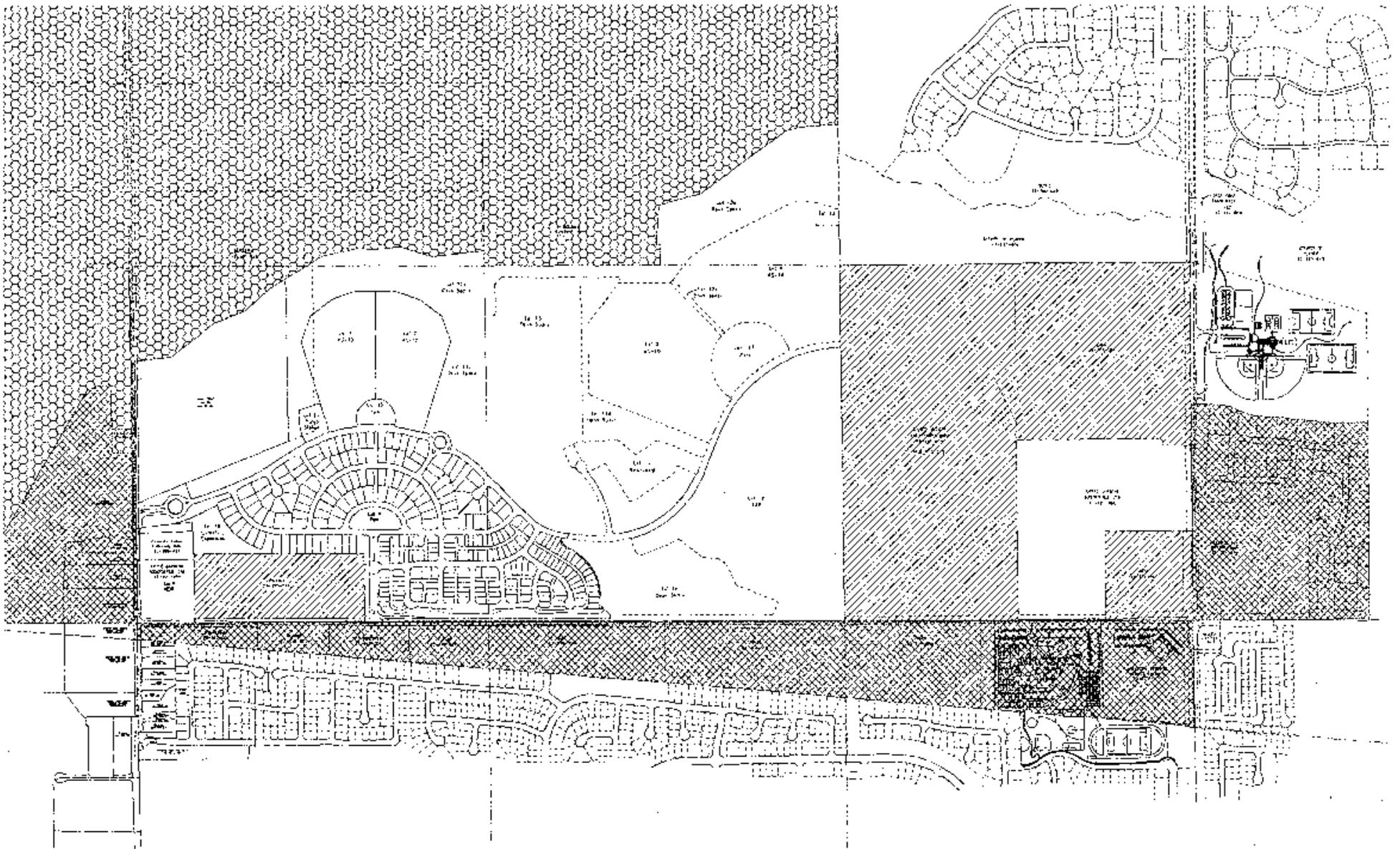


NORTH

0 495 990

MACKAY & SOMPS
PLANNERS ARCHITECTS ENGINEERS

EXHIBIT 4.2.5 BENEFITTING PROPERTIES (for reimbursement)



LEGEND

-  On-Site Benefiting Properties
-  Off-Site Benefiting Properties
-  Off-Site Benefiting Properties - Plover Vineyards



0 500 1000

MACKEY & SOMPS
PLANNERS ARCHITECTS ENGINEERS

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**EXHIBIT 7.11
FORM OF DEVELOPMENT AGREEMENT ASSIGNMENT**

Recording Requested By and
When Recorded Mail To:

Attn: _____

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

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

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Agreement**") is entered into this ____ day of _____, 20__, by and between Bryte Gardens Associates, Ltd., a California partnership, (hereinafter "**Developer**"), and [Name of Purchaser] a _____ (hereinafter "**Assignee**"), with respect to the following facts:

RECITALS

A. On _____, 2009, the County of Placer and Developer entered into that certain agreement entitled "Development Agreement By and Between The County of Placer and Bryte Gardens Associates, Ltd., Relative to the Riolo Vineyard Specific Plan " (hereinafter the "**Development Agreement**"). Pursuant to the Development Agreement, Developer agreed that development of certain property more particularly described in the Development Agreement (hereinafter, the "**Property**") would be subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Placer County on _____, 200__, as **Document No.** _____.

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

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

4/19

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

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

[Name of Assignee]

Attn: _____

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

DEVELOPER:

Bryte Gardens Associates, Ltd.
a California partnership

By: _____
Name: _____
Title: _____

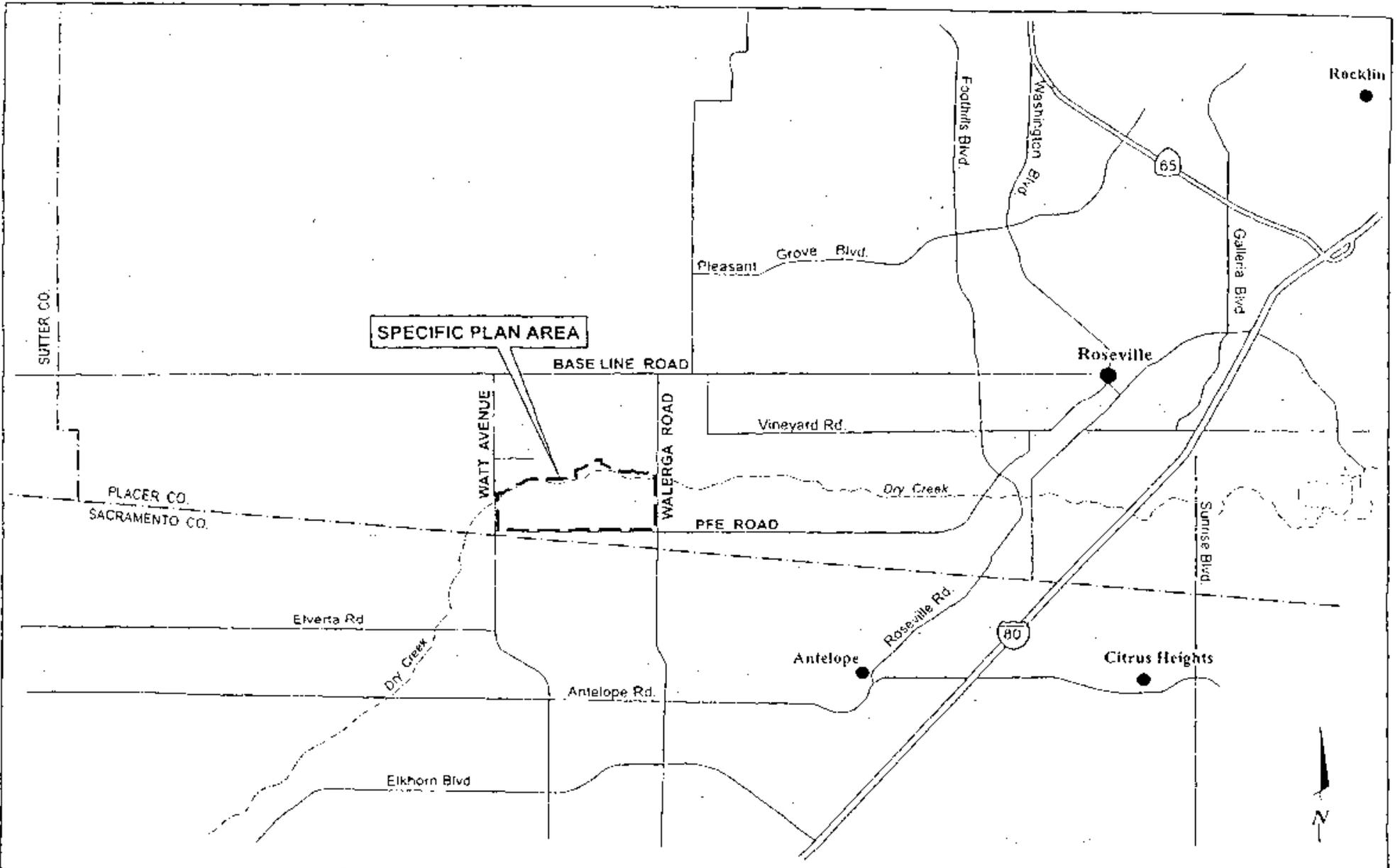
ASSIGNEE:

[NAME OF ASSIGNEE],
a _____

By: _____
Name: _____
Title: _____

Attachment 1
Vesting Tentative Subdivision Map Findings

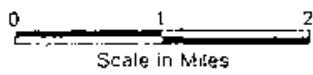
1. The Large-Lot Vesting Tentative Subdivision Map and the Small-Lot Vesting Tentative Subdivision Map are consistent with the programs and policies set forth in the Placer County General Plan and the Dry Creek/West Placer Community Plan, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
2. The design or improvement of the proposed subdivision is consistent with the Placer County General Plan and the Dry Creek/West Placer Community Plan, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
3. The project site is physically suitable for the type of development proposed, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
4. The project site is physically suitable for the density of development proposed, as detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008.
5. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitats. As detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008, an Environmental Impact Report for the Riolo Vineyard Specific Plan has been prepared and concluded that all identified impacts have been adequately addressed and appropriate mitigation measures proposed where feasible.
6. The design of the subdivision or type of improvements is not likely to cause serious public health problems. As detailed in the staff report to the Planning Commission for the Riolo Vineyard Specific Plan, dated December 18, 2008, an Environmental Impact Report for the Riolo Vineyard Specific Plan has been prepared and all identified impacts have been adequately addressed and appropriate mitigation measures proposed where feasible.
7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at-large, for access through or use of, property within the proposed subdivision. Public roadways have been constructed to provide public vehicular access to the project site, and this proposed project does not propose modifications to the existing circulation plans.



SPECIFIC PLAN AREA

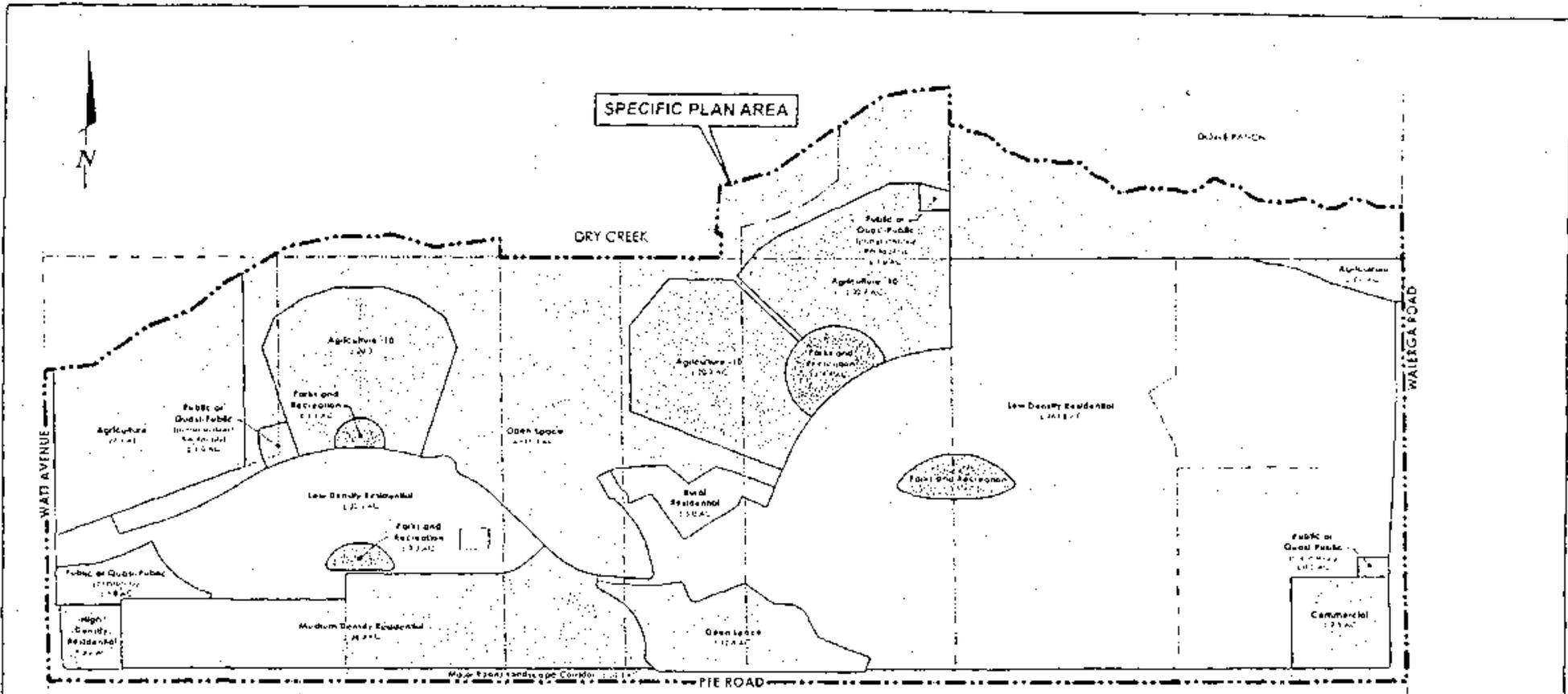
REGIONAL/SITE MAP

January 2008 Riolo Vineyard Specific Plan EIR
 28066896 Placer County, California



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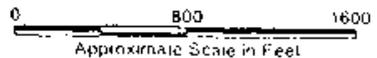
Source:
 JRS, 2006



LEGEND

LAND USE	± Acres
High Density Residential (10-23 du/ac)	3.2
Medium Density Residential (4-10 du/ac)	36.3
Low Density Residential (1-5 du/ac)	221.1
Rural Residential (2 ac min)	5.0
Agriculture-10 (10 ac min)	61.3
Agriculture	29.8
Open Space	123.3
Parks and Recreation	10.1
Commercial	7.5
Public or Quasi-Public	
Cemetery	4.8
Substation	0.5
Lift Station/RW Facility	21.0
Major Roads	20.3
TOTAL	525.8

Source:
MacKay & Soms, 2007



LAND USE DIAGRAM

January 2008
28066896

Riolo Vineyard Specific Plan EIR
Placer County, California



EXHIBIT 3

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**RECOMMENDED CONDITIONS OF APPROVAL - LARGE LOT
VESTING TENTATIVE MAP - "RIOLO VINEYARD"**

***THE FOLLOWING CONDITIONS SHALL BE SATISFIED BY
THE APPLICANT, OR AN AUTHORIZED AGENT. THE
SATISFACTORY COMPLETION OF THESE REQUIREMENTS SHALL BE
DETERMINED BY THE DEVELOPMENT REVIEW COMMITTEE (DRC), COUNTY
SURVEYOR, AND/OR THE PLANNING COMMISSION.***

1. Approval of this Large-Lot Vesting Tentative Subdivision Map encompasses approximately 292.2 acres and will create a maximum of 20 large lots with development potential. The 20 large lots are comprised of three agricultural-10 lots, one rural-residential lot, two low-density residential lots, one medium-density residential lot, one high-density residential lot, three public/quasi lots, six open-space lots and three parks-and-recreation lots and is being created for the purpose of project financing. The lots created by filing of the "large-lot" final map required by these conditions of approval carry no development rights. To obtain development rights a subsequent final map must be filed for each lot created by said final map. The subsequent final map must comply with all conditions of approval and the Development Agreement. (esd/pd)

Approval of this Vesting Tentative Subdivision Map is subject to the approval by the Board of Supervisors of a Riolo Vineyard Specific Plan and related entitlements.

2. The Large-Lot Vesting Tentative Subdivision Map shall comply with the adopted Riolo Vineyard Development Agreement, and the Specific Plan, Development Standards and Design Guidelines dated August 2008. Those provisions and regulations not addressed by these documents shall be regulated by the Placer County Code. (pd).

3. Following Large-Lot Vesting Tentative Subdivision Map approval, the applicant shall provide the Planning Department with five full-size blueline prints of the approved tentative map that includes any changes required by the conditions herein, as approved by the hearing body and as determined necessary by the Design Review Committee (DRC). Said copies of the approved tentative map shall be submitted within 30 days of the final approval date of this Large-Lot Vesting Tentative Subdivision Map. (pd)

4. The applicant shall include the following changes to the Large-Lot Vesting Tentative Subdivision Map that will be submitted for compliance with condition 3 above to the satisfaction of DRC.

a. Relocate the northerly boundary of Lot 6 to include the area proposed for HOA maintenance. This area is currently shown within Lot 13a adjacent to the Highway Easement.

- b. Reconfigure Lot 13b to include the area lying between the boundary of Lot 1 and the Storm Water Easement (SWE). This area is currently shown within Lot 13a.
 - c. Reconfigure Lot 13d to include the area lying between the northerly boundary of Lots 2, 3 & 4 and the Storm Water Easement (SWE). This area is currently shown within Lot 13a.
 - d. Replace the areas identified as "Storm Water Easement" and "Wetland Preservation Easement" with a "Storm Water Preservation Easement".
 - e. Replace "Swainson's Hawk Conservation Easement" with "Swainson's Hawk Habitat Area".
 - f. Remove "EVA" from the open-space lots
 - g. Reconfigure the northern portion of Lot 17 to create a five-acre park site.
5. The applicant shall prepare and submit to the Engineering and Surveying (ESD), a final map which is in substantial conformance to the approved Large-Lot Vesting Tentative Subdivision Map in accordance with Chapter 16 (formerly Chapter 19) of the Placer County Code; pay all current map check and filing fees. (esd)
6. All property corners shall be A) monumented prior to the recordation of the Large-Lot Vesting Tentative Subdivision Map, or B) sufficiently secured, in form and amount required by ESD, to ensure the placement of the monuments. (esd)
7. The Riolo Vineyard Specific Plan Sanitary Sewer Master Plan dated May 23, 2007, Recycled Water Master Plan dated May 2007 and the Potable Water Master Plan dated July 2006 shall be the basis for the sewer, water and recycled water easements. (dfs)
8. Blanket multi-purpose trail easements as shown on the Riolo Vineyard Large-Lot Vesting Tentative Subdivision Map shall be shown on the large-lot final map, and irrevocably offered for dedication to the County prior to approval of the large-lot final map. Construction of all trails shall be conditioned with each of the small-lot maps. (dfs)
9. If any existing or former dwellings are to be demolished, site-specific evaluation shall be conducted in accordance with County policy at each identified existing and former dwelling area to identify surface indications and locations of septic tanks or cesspools prior to demolition of existing residences. If any existing or former dwellings are to be demolished, identified septic tanks or cesspools shall be destroyed according to Placer County Environmental Health Services (EHS) permitted criteria prior to recordation of final map, or approval of the improvement plans, whichever occurs first, for the affected property. (EHS) (MM 15-6a)

10. For existing or former dwellings slated to be demolished, surface conditions shall be evaluated by Placer County EHS when the dwellings are vacated and prior to demolition of the structures regarding the possibility of previous site uses that may have included hazardous materials that could have been disposed of in onsite wastewater disposal systems. (EHS)

11. Prior to final map approval, submit to EHS an exhibit of the on-site sewage disposal system currently located on APN 023-200-051. The tracing shall be performed by a licensed professional and shall be as-built quality, showing the complete location of the entire system. The existing on-site sewage disposal system and the 100% replacement area shall remain within the proposed property lines and shall meet all setbacks from proposed property lines and all structures (including roads and driveways). Provide an information sheet that demonstrates that the location of the onsite sewage system remains within the proposed property lines and meets all setbacks of the proposed new lot prior to recordation of the final map. (EHS)

12. At such time that public sewer is within 300 feet of any part of the newly created parcel for the dwelling currently located on APN 023-200-051 and is legally and physically available all structures on the property (i.e. barn with plumbing) shall be connected to public sewer. All septic systems shall be properly destroyed under permit with Environmental Health Services when the property connects to public sewer. (EHS)

13. Should the well currently serving the house located on APN 023-200-051 require replacement or if the house or any of its appurtenances require a permit that causes the review of the well, the home shall be required to connect to treated water service from PCWA, if any part of the parcel is within 600 feet of treated water. (EHS)

14. Prior to approval of the final map, the existing septic tank located on APN 023-200-051 shall be evaluated by a licensed septic tank pumper, who shall submit to the Environmental Health Services for review and approval, a report of its capacity, structural condition, materials (e.g., concrete, redwood, metal, fiberglass, etc.) and the necessity for pumping. In lieu of having the tank evaluated at this time, the applicant may submit proof that the septic tank has been pumped within the last three years. Other report information listed above is still required. (EHS)

15. Submit to Environmental Health Services, for review and approval, a water quality analysis report on water from the existing well. The report must be prepared by a State Certified Laboratory and include at minimum: Bacteriology: total coliform, fecal coliform and chlorine residual. (EHS)

EASEMENTS/DEDICATIONS

16. Provide the following easements/dedications and deed restrictions on the final map to the satisfaction of the Engineering and Surveying Department (ESD) and DRC.

- a. Dedicate multi-purpose easements adjacent to all highway right-of-ways (on-site and frontage) as shown on the tentative map.

- b. Slope easements for cuts and fills outside the roadway right-of-ways.
- c. Drainage easements as appropriate.
- d. Landscape easements as appropriate.
- e. Public utility easements over all roads.
- f. Multi-purpose trail easements
- g. Storm Water Preservation Easements (volumetric compensation and wetland preservation easements)
- h. Dedicate to Placer County one-half of a 130 feet-wide highway easement (Ref. Chapter 12, Article 12.08, Placer County Code) where the project fronts Watt Avenue, as measured from the centerline of the existing roadway, plan line, or other alignment as approved by the Transportation Division of DPW. (ESD)
- i. Dedicate to Placer County one-half of a 64 feet-wide highway easement (Ref. Chapter 12, Article 12.08, Placer County Code) where the project fronts PFE Road, as measured from the centerline of the existing roadway, plan line, or other alignment as approved by the Transportation Division of DPW. (ESD)
- j. A Vector Control Easement to perform vector control in all common areas including drainage, open-space corridor, and park areas. (EHS)(MM 15-5b)
- k. Irrevocably offer to dedicate a highway easement to Placer County over all the on-site roads shown on the vesting tentative map.
- l. Those portions of the sewer, and trail easements created on the large-lot final map, may be abandoned with the recordation of any succeeding final map if they are determined to be unnecessary.
- m. Swainson's Hawk Habitat Area.

17. The final map shall restrict the use of all areas shown as Swainson's Hawk Habitat Area on the Large-Lot Vesting Tentative Subdivision Map. These areas shall be restricted to pasture lands, grass lands, alfalfa fields or other suitable foraging habitat as approved by the Placer County DRC.

18. Storm Water Preservation Easements as shown on the Large-Lot Vesting Tentative Subdivision Map excepting those within Lot 13a shall be created on the final map for the benefit of Lots 5 through 9 and shall include the right of ingress / egress for maintenance activities as approved by the DRC. This easement must contain wording that enables the owner(s) of the Lots 5 through 9 to convey this easement right to a future Homeowner's Association or DRC approved entity.

Storm Water Preservation Easements within Lot 13a as shown on the Large-Lot Vesting Tentative Subdivision Map shall be created on the final map for the benefit of Lots 6 and 8 and shall include the right of ingress / egress for maintenance activities as approved by the DRC. This easement must be extinguished when this lot is transferred to Placer County. (pd)

19. The final map shall restrict the use of all areas shown as Storm Water Preservation Easements on the tentative map except those portions within Lots 1, 2 & 3. No placement of any fill material, excavation or the placement of non-native seeds unless approved by the Placer County DRC is permitted.

The final map shall restrict the use of the Storm Water Preservation Easements within Lots 1, 2 & 3 as shown on the tentative map. No placement of any fill material or excavation unless approved by the Placer County DRC is permitted. (pd)

20. Easements for trails as shown on the Riolo Vineyard Large-Lot Vesting Tentative Subdivision Map shall be shown on the large-lot map and dedicated to the County with the approval of the large lot final map. Construction of all trails shall be conditioned with each of the small-lot maps. (dfs)

21. With the exception of Lot 13a, all open-space lot(s) shall be defined and located as common area lots to be maintained (including the removal of unauthorized debris) by the applicant. Lot 13a shall be transferred to the County upon the County's acceptance of the improvements in the lot 13a.

The purpose of the open-space lots are to: (1) Protect existing wetlands; (2) Provide recreational opportunities; (3) Provide landscape screening, utilizing native drought-tolerant plant species; and (4) Protect wildlife and stream corridors; (5) Protect existing oak groves; and (6) Preserve the floodplain.

The purpose of said lots are for the protection and preservation of on-site wetland, riparian, upland and stream corridor habitats. A note shall be provided in the Development Notebook prohibiting any disturbances within said open-space lots, including the placement of fill materials, lawn clippings, oil, chemicals, or trash of any kind within the easements; nor any grading or clearing activities, vegetation removal, or domestic landscaping and irrigation, including accessory structures, swimming pools, spas, and fencing (excepting that specifically required by these conditions, or as otherwise approved by the County consistent with the Development Agreement, Specific Plan and other project related entitlements). Trimming or other maintenance activity is allowed only for the benefit of fish, wildlife, fire protection, trail safety, and water quality resources, and for the elimination of diseased growth, or as otherwise required by the fire department, and only with the written consent of DRC. The CCR's for the appropriate future small-lot final map(s) shall provide for any provisions for the enforcement of this restriction by the homeowners' association. (MM) (PD/ESD)

22. Lot 10 shall be dedicated to the Roseville Public Cemetery District in accordance with the Riolo Vineyard Development Agreement. (ESD/DFS)

23. Lot 12 shall be reserved for conveyance to Placer County for the purposes of recycled water infrastructure in conformance with the Recycled Water Master Plan dated May 2007. In the event the recycled water is deemed unnecessary by the Facilities Director, or that the facility location is modified as a function of the small-lot improvements, Lot 12 shall be merged with Lot 3 with the approval of the small-lot final map. (ESD/DFS)

PUBLIC SERVICES

24. Create a Community Facilities District (CFD), County Service Area (CSA) Zone of Benefit or annex to an existing CSA Zone of Benefit, if appropriate. The CSA will be established concurrent with and on the final map. In the event that the CSA is abolished by the Board of Supervisors, or the CSA is otherwise not able to function, the homeowners' association

shall be responsible for all services previously provided by the CSA. The CSA shall provide the following services:

- a) Road maintenance, for future public roadways constructed within the roadway easement created with the final map;
- b) Maintenance and operation of public trail and park/recreation facilities;
- c) Street lighting;
- d) A separate Zone of Benefit for sanitary sewer maintenance;
- e) Storm drainage maintenance for facilities located within public easements including structural storm water quality enhancement facilities (BMP's);
- f) Sewer;
- g) Recycled water; and
- h) Fire

As specified in the Riolo Vineyard Development Agreement, should the CSA have inadequate operating funding due to a gap in timing between final map approval and CSA assessment collections, the developer shall be required to pay the difference needed for maintenance of CSA facilities until such assessments are available. (esd)

25. The wetlands report shall be field verified by the U.S. Army Corps of Engineers prior to the filing of the final map. (pd)

MISCELLANEOUS CONDITIONS

26. The applicant shall, upon written request of the County, defend, indemnify, and hold harmless the County of Placer (County), the County Planning Commission, and its officers, agents, and employees, from any and all actions, lawsuits, claims, damages, or costs, including attorneys fees awarded by a court, arising out of, or relating to, the processing and/or approval by the County of Placer of that certain development project known as Riolo Vineyard Specific Plan. The applicant shall, upon written request of the County, pay or, at the County's option, reimburse the County for all costs for preparation of an administrative record required for any such action, including the costs of transcription, County staff time, and duplication. The County shall retain the right to elect to appear in and defend any such action on its own behalf regardless of any tender under this provision. This indemnification obligation is intended to include, but not be limited to, actions brought by third parties to invalidate any determination made by the County under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) for the Project or any decisions made by the County relating to the approval of the Project. Upon request of the County, the applicant shall execute an agreement in a form approved by County Counsel incorporating the provisions of this condition. In the event of a conflict between this condition and the Development Agreement, the Development Agreement shall govern. (CC)

27. The final map will contain a note stating that Lot 12 is reserved for conveyance to Placer County for the purposed of recycled water Infrastructure in conformance with the Recycled Water Master Plan dated May 2007. In the event the recycled water is deemed not necessary by the Facilities Director or that the facility location is modified as a function of the small-lot

improvements, Lot 12 shall be merged with Lot 3 prior to the approval of the small-lot final map that creates development rights for Lot 3. (ESD)

EXERCISE OF PERMIT

28. The applicant shall exercise this Large-Lot Vesting Tentative Subdivision Map as set forth in the terms of the Development Agreement. (SR/CR) (PD)

