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March 12, 2020

Jeffrey M. Carpenter
Wood Rodgers, Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

Subject: Lakeside at Sutter Pointe Phase 2 & 3_Level 2 Sewer Study

Dear Mr. Carpenter,

Sacramento Area Sewer District (SASD) staff reviewed the subject submittal February 24, 2020, and finds it sufficiently addresses SASD requirements and considers it approved. Any significant change in the proposed or assumed land use presented in the document that impacts the sewer design may require a revision to this study.

Improvement plans may now be submitted. Please be aware that improvement plans will not be approved until the project shape files are approved.

If you have any questions regarding these comments, please call me at 916-876-6336 or email at lewisy@sacsewer.com.

Sincerely,
Yadira Lewis
Yadira Lewis, P.E.
Development Services

Board of Directors
Representing:
County of Sacramento | City of Citrus Heights
City of Elk Grove | City of Folsom
City of Rancho Cordova | City of Sacramento

Prabhakar Somavarapu
District Engineer
Rosemary Clark
Director of Operations
Christoph Dobson
Director of Policy & Planning
David O'Toole
Director of Internal Services
Joseph Maestretti
Chief Financial Officer
Nicole Coleman
Public Affairs Manager

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March 12, 2020

Jeffrey M. Carpenter
Wood Rodgers, Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

Subject: Lakeside at Sutter Pointe Phase 1_Level 3 Sewer Study

Dear Mr. Carpenter,

Sacramento Area Sewer District (SASD) staff reviewed the subject submittal February 13, 2020, and finds it sufficiently addresses SASD requirements and considers it approved. Any significant change in the proposed or assumed land use presented in the document that impacts the sewer design may require a revision to this study.

Improvement plans may now be submitted. Please be aware that improvement plans will not be approved until the project shape files are approved.

If you have any questions regarding these comments, please call me at 916-876-6336 or email at lewisy@sacsewer.com.

Sincerely,
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David O'Toole
Director of Internal Services
Joseph Maestretti
Chief Financial Officer
Nicole Coleman
Public Affairs Manager

MEMORANDUM

To:	Neal Hay & Alex Brown– Sutter County Development Services
From:	Fareed S. Pittalwala, P.E. & Mark Falgout, P.E.
	Kimley-Horn and Associates, Inc.
Date:	May 8, 2020
Subject:	Third Review – Lakeside at Sutter Pointe Master Plan Documents

Kimley-Horn has conducted a 3rd high-level review of the following documents associated with the Lakeside at Sutter Pointe master plan development:

- Conceptual Drainage Analysis, dated February 24, 2020 – (not updated since last submittal)
- Level 2 Sewer Study, dated February 22, 2020 - (not updated since last submittal)
- Level 3 Sewer Study, dated February 22, 2020 - (not updated since last submittal)
- Domestic Water Study, dated April 22, 2020

As outlined in our scope of work, the intent of our review is to identify any fatal flaws that may be present in the proposed design. We reviewed the reports for general conformance with our own knowledge of engineering standards and design principals related to residential master plans, the available standards of Sutter County, the approved Specific Plan for the Sutter Pointe development, and the design standards of neighboring jurisdictions and utility providers, as applicable. The review did not include traditional detailed engineering plan check.

Domestic Water Study

There are no further substantial comments on the study. However, the follow considerations should be taken into consideration as the design progresses.

Future Considerations

- Once well development is undertaken data from the developed monitoring well and the existing production wells should be documented and reported to the County. If the data varies greatly from the 2,000 gpm assumption, re-design for the project may be required.

- It is our understanding that a new/updated WSA is being prepared by Golden State Water Company. We recommend that Kimley-Horn review the WSA once available.

Level 2 Sewer Study

There are no further substantial comments on the Level 2 sewer study.

Level 3 Sewer Study – Phase 1

There are no further substantial comments on the Level 2 sewer study.

Conceptual Drainage Analysis

There are no further substantial comments on the study. However, the follow considerations should be taken into consideration as the design progresses.

Future Considerations

- This report is very general in nature and confirms the standards already set by Sutter County. We recommend that Kimley-Horn review subsequent, more detailed studies.

- The emergency spillway for all lakes appear to be at the normal summer elevation with no freeboard and the Stage-Storage tables provide storage volumes well above the emergency spillway and top of headwall. In addition, the max stage for both the 10 and 100-year events are well above the emergency spillway. It appears that these basins are not designed to detain the 10 and 100-year events as each will use the emergency spillway. Since the design hinges on utilizing pumps to control the discharge to RD 1000 to a maximum of 62 cfs, these spillway elevations do not appear to accomplish the design goal. Recommend the basins be designed to contain up to the 100-year event to control flow and limit the use of emergency spillways.

- Future plans should show how the lakes are connected hydraulically.

- Future design plans should consider the erosive velocities for the 10-year channel and consider the material (earthen vs. concrete). If it's to maintain drainage at very low flows, consider allowing the nuisance flows to infiltrate.

Phase 1A Grading Layout

Future Considerations

- Ensure that the High Point/Low Point labels are correct. There are a few throughout the plan that appear incorrect.
- Ensure that the cul-de-sacs are not Low Points. The cul-de-sacs should be graded to flow out to the main streets
- There are numerous text conflicts/overlaps on the drawing, please cleanup for future submittals.
- In general, it appears that overland release has been provided, but the addition of overland release arrows (as shown in the legend) would be helpful. Please add these arrows on the next iteration of the grading plan, or as an exhibit in the drainage analysis.

Lakeside at Sutter Pointe

Level 2
Sewer Study

Prepared For:

Lennar Homes-Winn Communities

February 22, 2020

Prepared By:



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C Street, Bldg. 100-B Tel: 916.341.7760
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Exhibit C: Sewer Layout Sheds & Calculations
Exbibit D: Preliminary Rough Grading Plan

Appendices

Appendix A: Large Lot Tentative Map, Small Lot Tentative Map Phase 1A Overall, Small Lot Tentative Map Phase 1A Sheet 1, Small Lot Tentative Map Phase 1A Sheet 2. Wastewater Service by Contract and Operating Agreement Between the Sacramento Regional County Sanitation District, the Sacramento Area Sewer District, and Sutter County, Contract No. 50000124

Executive Summary

Introduction and Project Description

The purpose of this Environmental/Financial Sewer Study is to identify the sanitary sewer needs for the Lakeside at Sutter Pointe Master Plan area (Project) for use the entitlement approval process of the Master Plan area. This study will demonstrate that it is possible to provide sewer service to the Project within compliance of Sacramento Area Sewer District (SASD) and Sacramento Regional County Sanitation District (Regional San) as a Level 2 Environmental/Financial and Specific Community Sewer Study.

The project is covered by the *"Wastewater Service by Contract and Operating Agreement Between the Sacramento Regional County Sanitation District, the Sacramento Area Sewer District, and Sutter County, Contract No. 50000124"* dated April 26, 2017 (Contract).

Location

The Project encompasses approximately 873.5 acres and is located north of the border of Sutter and Sacramento County west of Natomas Road. Specifically, the Project is bound at the north end by Sankey Road, at the south end by Riego Road. The Project location Map has been included as **Exhibit A** and the Large Lot Tentative Map in **Appendix A.**

Topography and Vegetation

The Project area includes grasslands and former farmlands, some of which are former rice fields. The topography slopes down towards the southwest corner of the site, with elevation ranges from 40 feet at the northeast corner to 25 feet at the southwest corner.

Land Use

The Project is a mix of land uses; with approximately 873.5 ac in total for Phases 1, 2 and 3 with parks, lakes, residential (low, medium and high), commercial, schools, and employment centers. See Table 1 for a detailed land use breakdown.

Proposed and Future Sewer Facilities

The Project area will connect to the lift station in Phase 1. From there, the sewer will connect to the existing sewer near West 6th Street in Rio Linda via 7 miles of force main from a pump station located at the south end of Phase 1 **(see Exhibit B)**. Lakeside at Sutter Pointe Phases 2 and 3 will have their own Level 3 Sewer Study submitted separately with the small lot tentative map.

Findings

The Project will adequately convey sewer flow to a sewer lift station located within Lakeside at Sutter Pointe Phase 1 through the use of gravity trunk sewers. The system does not exceed the flows agreed upon in Table 5.1 of the Contract.

1.0 Introduction

1.1 Level of Study

The Lakeside at Sutter Pointe Sewer Study (Study) provides a master plan for sanitary sewer facilities that serve the Phases 1, 2 and 3 area. This Study is being submitted to SASD and SRCSD as a Level 2 Sewer Study. This study will ensure that the proposed sewer trunk lines will be designed appropriately to meet or exceed the SASD Design Criteria. A Level 2 Sewer Study is appropriate for the entitlement process to accurately define the proposed facilities, additional Level 3 studies will take place when the small lot tentative maps for Phase 2 and 3 are developed.

This Study incorporates information contained in the following documents which are on file at the Sacramento Area Sewer District.

1. SASD "Minimum Sewer Study Requirements", dated February 25 2009
2. SASD "Standards and Specifications", dated March 13 2019
3. "Wastewater Service by Contract and Operating Agreement between Sacramento Regional County Sanitation District, Sacramento Area Sewer District, and Sutter County" by McKay and Somps dated September 2015

1.2 Location

The Project is located north of the border of Sutter and Sacramento County west of Natomas Road. Specifically, the Project is bound at the north end by Sankey Road, at the south end by Riego Road. There is no existing sewer service to this site. The Project location Map has been included as **Exhibit A** and the Large Lot Tentative Map in **Appendix A.**

1.3 Topography

The existing site's topography is generally flat and is characterized by its agricultural and rural residential land use. The existing ground elevations range from elevation 25-feet to 40-feet (NAVD 88) and generally slope from northeast to southwest. Existing Site topography is shown on the Preliminary Grading Plan, included as **Exhibit D**.

The adjacent lands to the north, east and south are very similar in nature, consisting of relatively flat agricultural and rural residences.

1.4 Detail Description

The Planning Areas of the Lakeside at Sutter Pointe Project will be conceptually served by pipes sized between 8 and 24 inches based upon the flow of the tributary area. Individual services from homes will flow to sewer piping within the public streets which will progressively network into larger unified lines. As smaller sewer sheds combine, they will feed tributary sewer mains located in collector streets. Primary trunk lines will

be placed along the proposed 4 Lane Residential Collector (Street 1), along the proposed 2 Lane Residential Collector (Street 50) and Linear Park P-4D. See the Large Lot Tentative Map for street and park lot locations. These Primary Trunk Lines will collect the tributary lines within the Lakeside at Sutter Pointe study area. This backbone is envisioned as ranging from 12 to 24 inches in diameter to accommodate the estimated flows of this project as well as future development which is consistent with the Specific Plan. Phase 1 will be constructed first, Phase 2 and 3 will connect to the sewer system at the phasing boundary.

1.5 Land Use and Zoning

The Existing land use contains elements of agricultural a rural residential land use. The Project is a proposed residential and commercial development with school and employment centers of approximately 873.5 acres located within the Sutter County. The Large Lot Tentative Map in **Appendix A** includes the project illustrative plan which provides a preliminary project layout.

The Project will provide a variety of housing types and densities, including traditional lots and "I-court" lots. In addition to residential uses, the Project will also include parks, detention basins, an elementary school, open space, pedestrian pathways and landscaping into the overall design. The project is consistent with the Specific Plan. A land use summary for the project is shown on **Table 1**.

A current Entitlement Application is being processed through the County that includes a Tentative Master Parcel Map, with a Small Lot Tentative Subdivision Map for Phase 2 and 3 to follow at a later date.

Table 1: Lakeside at Sutter Pointe Proposed Land Use

Land Use	Net Acreage
Low Density Residential (LDR)	240.9
Medium Density Residential (MDR)	361.7
High Density Residential (HDR)	21.4
Park (P)	61.3
Schools (ES/HS)	16.0
Right-of-Way	45.7
Commercial	25.0
Pump Station	0.5
Employment Center	46.1
Basins/Open Space	54.9
Total	**873.5**

2.0 Design

The Project Sewer Study consisted of calculating the sewer flows and designing the sewer system that would service the site. Flows for design were based on the Sacramento Area Sewer District design standards.

2.1 Assumptions

The following assumptions were used as part of this study:

- All sewer flows will connect to the lift station through the Phase 1 sewer system. The system will not be sized to accommodate flow from off-site properties.
- There will be no significant upstream development or significant increase in on-site densities that will affect the planned on-site or off-site sewer facilities. There will be an oversized line to the east to accommodate any future development in the event that APNs 35-271-027 and 35-271-015 do develop.
- Opens Space Lots do not contribute to sewer flows. Open Space lots will be deeded to the County as a conservancy.

2.2 Approach

The following approach was used to calculate the Project site's sewer flows:

- Acreage areas are based on the Lakeside at Sutter Pointe (Previously referred to as Sutter Pointe Phase 1) Large Lot Tentative Map, dated April 2019 (See **Appendix A**).
- A combination of street centerlines, roadway right-of-way and property lines were as applicable to determine shed boundaries.
- Trunk mains were held to crown to crown connections.
- The proposed rough grading finished ground elevations were used to set sewer depth (see **Exhibit D**).
- Minimum sewer line slopes were used to set vertical alignment per Table 202-1 of the SASD standards.
- Minimum sewer depth was set between 7 to 8-feet from rough grade finish elevation.
- Flows were determined based on the Sacramento Area Sewer District Standards and on the design criteria and assumptions identified in this study.

2.3 Design Criteria

Sacramento Area Sewer District design standards were used as the basis for this design. The flows were generated using the information found in the Specific Plan and the Large Lot Tentative Map. The flow criteria used for this report is presented in **Table 2**.

Table 2: Design Flow Criteria

Category	**Conditions**						
Development Density	Low Density Residential	Medium Density Residential	High Density Residential	Commercial	School	Open Space**	Park and Right of Way
Flow Generation (ESD)	6 ESD/Ac*	10 ESD/Ac*	12 ESD/Ac*	6 ESD/Ac	6 ESD/Ac	0 ESD/Ac	6 ESD/Ac
Average Flow (Q_{AVG})	Q_{AVG} (MGD)= (ESDx310 gpd/ESD)/1000000						
Peaking Factor (PF)	PF=3.5-1.8 x Q_{AVG}^0.05						
Peak Average Day Flow (PDWF)	Q_{PDWF}=Q_{AVG} x PF, minimum of 1.2						
Inflow/Infiltration Rate (I/I)	I/I=1,400 gpd/Ac for pipelines < 5 years old						
Peak Wet Weather Flow (PWWF)	Q_{PWWF}=Q_{PDWF}+I/I						
Maximum Flow Depth during PWWF (d/D)	Pipes < 1 MGD = 0.70 (d/D) Pipes > 1MGD = 1.00 (d/D)						
Pipe Capacity	ESD's per Table 202.1 of SASD Standards and Specifications						
Friction Factor	n=0.013						

*Flows based on anticipated densities per Specific Plan. HDR to be reduced by 0.75 per SASD Standard Section 201.1.3 if multi-family use. Given the building type is unknown at the time of this study, this 25% reduction will not be in effect.
**Open Space deeded to the County as a conservation area

2.4 On-site System Design Flows

Sewer flows were calculated by land use in accordance with the Large Lot Tentative Map (**Appendix A**). Project sewer study shed boundaries and accompanying calculations are included in spreadsheet form as shown in **Exhibit C**. A portion of Lakeside at Sutter Pointe Phase 1 (LDR-5C and MDR-22B) does contribute to the trunk system shown in Phase 2 and 3, these flows will be accounted for in this design. The total Peak Wet

Weather flow for the Project is 4.436 MGD. This flow is below the 23.1 MGD Peak Wet Weather Flow described in Table 5.1 of the Contract.

2.5 Off-site System Design Flows

The Project discharges to a proposed lift station denoted as shown in schematically in **Exhibit C**. No additional flows are quantitively analyzed in this report as the intent is to capture all of Lakeside at Sutter Pointe into this sewer system. The Project is a standalone system and is not anticipated nor required to receive any off-site flow from future developments.

3.0 Sewer Alignment and Facilities

3.1 On-Site System Design

Exhibit C details the proposed Project sewer system and identifies the proposed Project land use, streets and the sewer system design including shed boundaries; trunk pipes and sizing; major manhole locations; design flows for major nodes at shed breaks; pipe slopes; and pipe depth.

A preliminary mass grading plan has been prepared (see **Exhibit D**) and the sewer depths as reported are based on preliminary pad grades. Pad grades are a global pad elevation per large lot. Minor adjustments in the depth of the line will occur during the final design with the establishment of the final street grades for the Project.

Given the Project site's elevations in relation to the off-site system the project will gravity flow in its entirety to the proposed off-site sewer trunk line tie-in point. The overall site will discharge approximately 4.436 MGD via a proposed 24-inch sewer trunk line to the sewer lift station in Phase 1.

Currently with a flow rate of 4.436 MGD the proposed 24-inch trunk to be installed connecting the project site to the proposed trunk main in Phase 1 has a depth of flow of 0.80d/D. Per the SASD standards all mains carrying more than 1 MGD shall have a max d/D of 1.00. This allows for a significant amount of additional flow to be added to this proposed line if the parcels mentioned in Section 2.1 are developed.

3.2 Off-Site System Design

The off-site system for the Project will consist of the sewer lift station and force main to be constructed with Phase 1. The off-site improvements can be seen schematically in **Exhibit B**. See the Phase 1 Sewer Master Plan for further design detail on the lift station and force main design.

4.0 Conclusions

The total acreage to be served is approximately 873.5 acres designed for approximately 6487 equivalent dwelling units yielding an on-site peak wet weather design flow of 4.436 MGD.

The project parcel will be served by a gravity collection system in its entirety up to the sewer lift station in Phase 1. Because the equivalent dwelling unit assumptions are conservative; it is expected that as design of the Project is refined, there will be no adverse impacts to the analysis presented in this study. The lift station will be served by a 14" force main running approximately 7 miles to the existing sewer near West 6th Street in Rio Linda per the Sewer Master Plan.

This Level 2 Sewer Study has been prepared in accordance with Sacramento Area Sewer District Design Standards. Design has been based on information contained in regional studies; current land plan and proposed preliminary grading plan; and the specific sewer study information contained herein, the proposed Project can be adequately served at or above minimum SASD requirements.

EXHIBIT A

LOCATION MAP

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

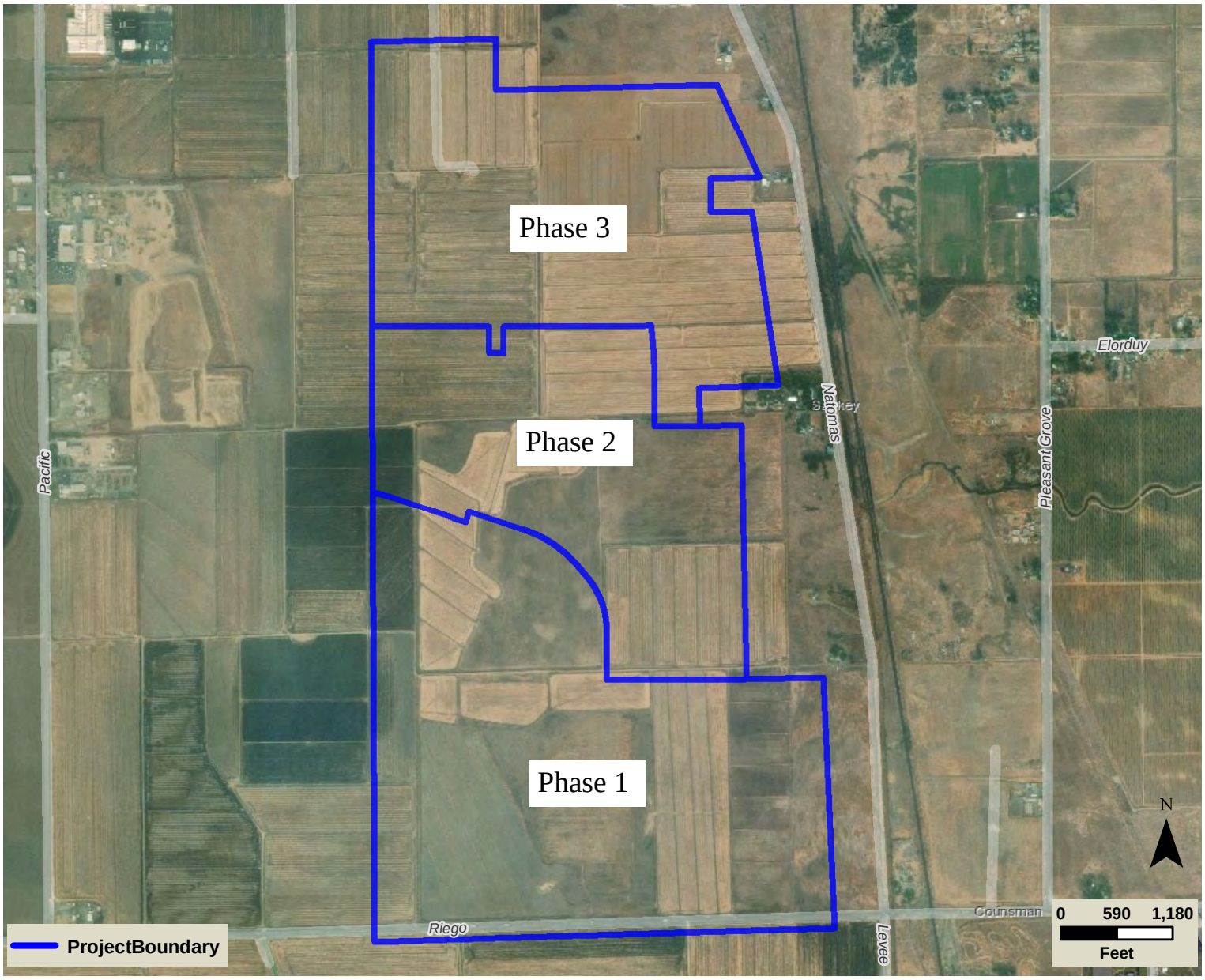


Exhibit A
Vicinity Map

Lakeside at Sutter Pointe

Sutter County

January 2020

Prepared By: MFR *Checked By: MFR*



E:\Data\ArcGIS_Server_Solutions\Technology_Group\Apps\Vicinity_Map\Reference_Templates\VicinityMapTemplate104.mxd 1/29/2020 1:15:24 PM PythonProcessor

EXHIBIT B

LAKESIDE AT SUTTER POINTE SEWER SPECIFIC PLAN

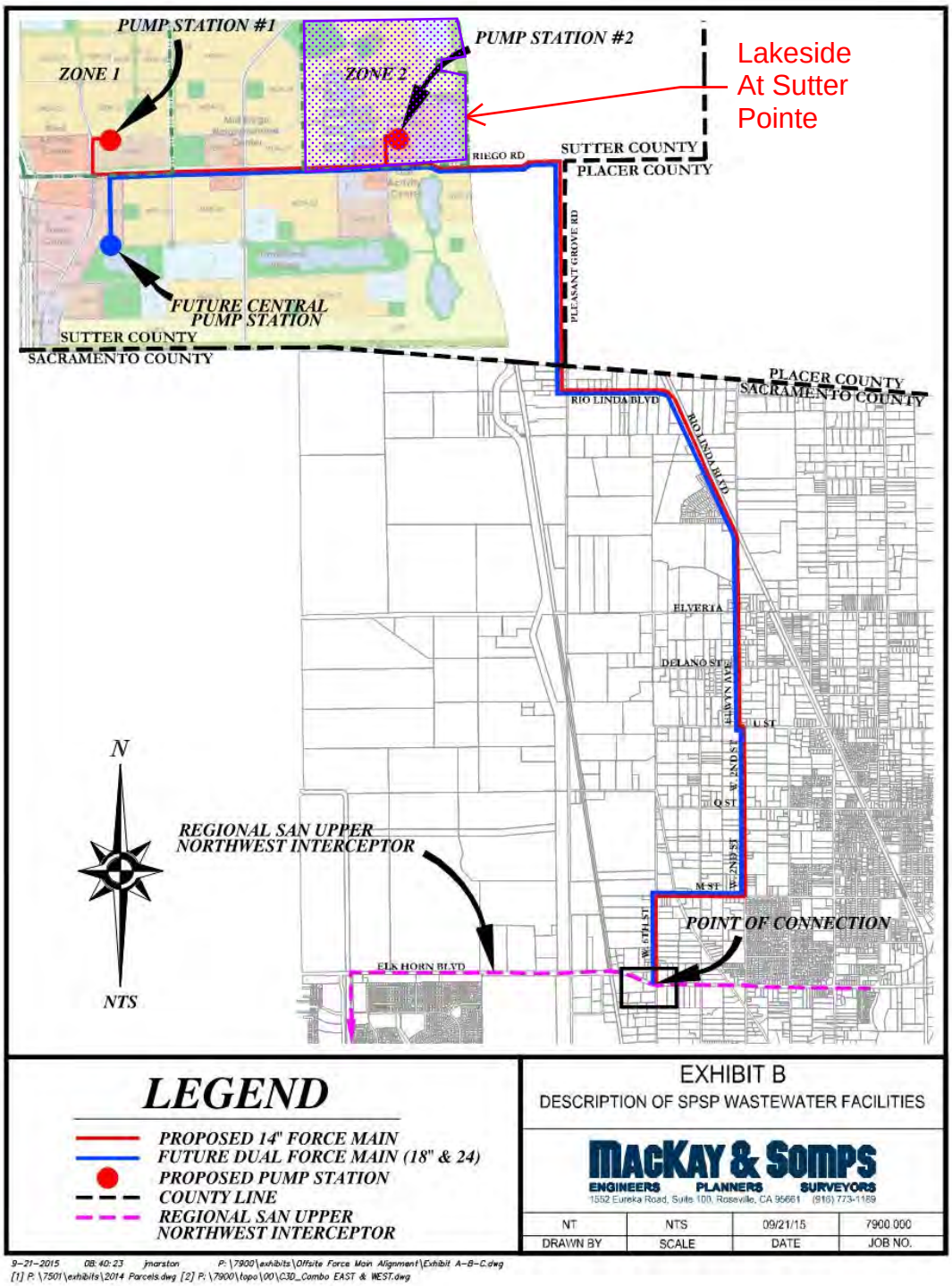

PUMP STATION #1
ZONE 1
PUMP STATION #2
ZONE 2
Lakeside At Sutter Pointe
RIEGO RD
SUTTER COUNTY
PLACER COUNTY
PLEASANT GROVE RD
FUTURE CENTRAL PUMP STATION
SUTTER COUNTY
SACRAMENTO COUNTY
PLACER COUNTY
SACRAMENTO COUNTY
RIO LINDA BLVD
ELVERTA
DELANO ST
N
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
NTS
POINT OF CONNECTION
ELK HORN BLVD
LEGEND
PROPOSED 14" FORCE MAIN
FUTURE DUAL FORCE MAIN (18" & 24)
PROPOSED PUMP STATION
COUNTY LINE
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
EXHIBIT B
DESCRIPTION OF SPSP WASTEWATER FACILITIES
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189
NT | NTS | 09/21/15 | 7900.000
DRAWN BY | SCALE | DATE | JOB NO.
9-21-2015 08:40:23 jmarston P:\7900\exhibits\Offsite Force Main Alignment\Exhibit A-B-C.dwg
[1] P:\7501\exhibits\2014 Parcels.dwg [2] P:\7900\topo\00\C3D_Combo EAST & WEST.dwg

EXHIBIT C

SEWER LAYOUT SHEDS & CALCULATIONS

LAKESIDE AT SUTTER POINTE

Sewer Study - Demand & Hydraulic Analysis

Updated: 2/22/2020

US Node #	DS Node #	LDR			MDR			HDR		Commercial/ Office		Right-of-Way		Parks		Total Shed		Culmulative Sheds		Average Flows, Q		Infiltrtn	Peak Flows, Q_P		Pipe Data & Performance (@ Q_{PWWF})			
		(acres)[1]	(ESD)[2]	(ESD)[3]	(acres)[1]	(ESD)[2]	(ESD)[3]	(acres)[1]	(ESD)[3]	(acres)	(ESD)[3]	(acres)	(ESD)[3]	(acres)[1]	(ESD)[3]	(acres)	(ESD)[4]	(acres)	(ESD)	Q_{AVG} (mgd)	Peaking Factor	$Q_{I/I}$ (mgd)	Q_{PDWF} (mgd)	Q_{PWWF} (mgd)	Size (inch)	Slope (ft/ft)	Velocity (fps)	d/D
AREA A																												
A065	**A060**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	34.1	204.6	0.0	0.0	0	0.0	34.1	205	**34.1**	**205**	0.063	1.9	0.048	0.123	0.170	8''	0.0070	2.44	0.35
A060	**A055**	0.0	0.0	0.0	61.0	0.0	610.0	0.0	0.0	0	0.0	4.2	25.0	1	6.0	66.2	641	**100.3**	**846**	0.262	1.8	0.140	0.476	0.617	12''	0.0025	2.31	0.52
A055	**A050**	0.0	0.0	0.0	52.8	0.0	528.0	0.0	0.0	0	0.0	0.0	0.0	10.2	61.2	63.0	589	**163.3**	**1435**	0.445	1.8	0.229	0.788	1.017	15''	0.0020	2.41	0.53
A050	**A040**	34.0	0.0	204.0	30.3	0.0	303.0	0.0	0.0	0	0.0	0.0	0.0	3.9	23.4	68.2	530	**231.5**	**1965**	0.609	1.7	0.324	1.063	1.387	15''	0.0020	2.58	0.64
A040	**A035**	0.0	0.0	0.0	16.7	0.0	167.0	0.0	0.0	0	0.0	0.0	0.0	5	30.0	21.7	197	**253.2**	**2162**	0.670	1.7	0.354	1.163	1.518	18''	0.0012	2.19	0.58
A260	**A035**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	2.3	13.8	15.3	91.8	17.6	106	**17.6**	**106**	0.033	2.0	0.025	0.065	0.090	8''	0.0035	1.58	0.30
A035	**A030**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	0.0	0.0	0	0.0	0.0	0	**270.8**	**2268**	0.703	1.7	0.379	1.217	1.596	18''	0.0012	2.22	0.60
A125	**A030**	38.2	171.0	229.2	0.0	0.0	0.0	0.0	0.0	0	0.0	0.0	0.0	0	0.0	38.2	229	**38.2**	**229**	0.071	1.9	0.053	0.137	0.190	8''	0.0035	1.95	0.45
A115	**A110**	0.0	0.0	0.0	0.0	0.0	0.0	11.1	133.2	0	0	0.9	5.7	0	0.0	12.0	139	**12.0**	**139**	0.043	2.0	0.017	0.084	0.101	8''	0.0070	2.09	0.27
A110	**A095**	31.1	0.0	186.6	0.0	0.0	0.0	0.0	0.0	0	0	1.9	11.4	0	0.0	33.0	198	**45.0**	**337**	0.104	1.9	0.063	0.198	0.261	8''	0.0035	2.11	0.54
A095	**A090**	26.3	0.0	157.8	0.0	0.0	0.0	0.0	0.0	0	0	1.2	7.4	0	0.0	27.5	165	**72.6**	**502**	0.156	1.9	0.102	0.290	0.391	10''	0.0025	2.06	0.53
A090	**A085**	22.7	0.0	136.2	0.0	0.0	0.0	0.0	0.0	0	0	1.1	6.8	0	0.0	23.8	143	**96.4**	**645**	0.200	1.8	0.135	0.368	0.503	10''	0.0025	2.18	0.62
A085	**A075**	24.7	0.0	148.2	27.7	0.0	277.0	0.0	0.0	0	0	2.6	15.7	0	0.0	55.0	441	**151.4**	**1086**	0.337	1.8	0.212	0.604	0.816	12''	0.0020	2.25	0.67
A075	**A025**	0.0	0.0	0.0	13.2	0.0	132.0	0.0	0.0	0	0	1.1	6.5	0	0.0	14.3	139	**165.7**	**1225**	0.380	1.8	0.232	0.678	0.910	12''	0.0020	2.29	0.73
A030	**A025**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	2.2	13.0	0.0	0.0	2.2	13	**311.1**	**2510**	0.778	1.7	0.436	1.340	1.776	18''	0.0012	2.27	0.65
A025	**A020**	0.0	0.0	0.0	14.9	0.0	149.0	0.0	0.0	16	96	2.8	16.8	4.4	26.4	38.1	288	**515.0**	**4023**	1.247	1.7	0.721	2.095	2.816	21''	0.0011	2.45	0.69
A020	**A017**	0.0	0.0	0.0	43.2	156.0	432.0	0.0	0.0	0	0	3.5	21.1	0.0	0.0	46.7	453	**561.7**	**4476**	1.388	1.7	0.786	2.318	3.104	21''	0.0011	2.48	0.75
A017	**A015**	0.0	0.0	0.0	13.8	77.0	138.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	13.8	138	**575.5**	**4614**	1.430	1.7	0.806	2.385	3.191	24''	0.0011	2.55	0.59
A270	**A015**	63.9	269.0	383.4	24.7	150.0	247.0	0.0	0.0	0.5	3	1.3	7.8	17.4	104.4	107.8	746	**107.8**	**746**	0.231	1.8	0.151	0.422	0.573	10''	0.0025	2.24	0.68
A385	**A015**	0.0	0.0	0.0	63.4	539.0	634.2	0.0	0.0	28.1	168.6	3.7	21.9	4.1	24.6	99.3	849	**99.3**	**849**	0.263	1.8	0.139	0.478	0.617	12''	0.0020	2.12	0.56
A015	**A010**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	5.4	32.1	0.0	0.0	5.4	32	**787.9**	**6241**	1.935	1.6	1.103	3.172	4.275	24''	0.0010	2.59	0.76
A010	**A005**	0.0	0.0	0.0	0.0	0.0	0.0	10.3	123.6	0	0	1.7	10.1	0.0	0.0	12.0	134	**799.9**	**6375**	1.976	1.6	1.120	3.236	4.356	24''	0.0010	2.59	0.77
A005	**A000**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.9	53.4	9.8	58.8	0.0	0.0	18.7	112	**818.6**	**6487**	2.011	1.6	1.146	3.290	4.436	24''	0.0010	2.60	0.78

Footnotes:

1. Acreage per Large Lot Tentative Map. Open Space does not factor into calculations as these are dedicated to a conservanc
2. Actual residential units as shown on Tentative Subdivision Map.
3. 6 ESD per acre, 10 ESD per acre for MDR and 12 ESD per acre for HDR
4. Greater of single family ESDs (footnotes 2 & 3) plus all others

LEVEL 2 STUDY - SEWER SYSTEM LAYOUT

LAKESIDE AT SUTTER POINTE

LENNAR HOMES

SUTTER COUNTY CALIFORNIA

FEBRUARY 2020

NAPOTS PHASE 3

CR-8 COMMERCIAL 16.1 ± AC.(G)

E1-8 EMPLOYMENT 18.0 ± AC.(G)

HDR-3B 11.1 ± AC.(G)

MDR-14A 31.4 ± AC.(G)

MDR-13B 29.6 ± AC.(G)

MDR-13A 26.0 ± AC.(G)

MDR-14B 26.8 ± AC.(G)

MDR-14C 30.3 ± AC.(G)

MDR-14D 27.7 ± AC.(G)

MDR-14E (CLUSTER) 13.2 ± AC.(G)

MDR-14F 16.7 ± AC.(G)

LDR-1 31.1 ± AC.(G)

LDR-2A 26.3 ± AC.(G)

LDR-2B 22.7 ± AC. (G)

LDR-3 24.7 ± AC.(G)

LDR - 4 34.0 ± AC.(G)

LDR-5C 38.2 ± AC.(G)

LDR-5B 30.9 ± AC.(G)

LDR-5A 33.0 ± AC.(G)

MDR-15A 14.9 ± AC.(G)

MDR-15B 16.1 ± AC.(G)

MDR-16E 18.8 ± AC.(G)

MDR-16C 23.6 ± AC.(G)

MDR-16B 14.5 ± AC.(G)

MDR-16A (CLUSTER) 10.1 ± AC.(G)

MDR-22B 27.1 ± AC.(G)

MDR-22A 24.7 ± AC.(G)

MDR-15D (CLUSTER) 10.2 ± AC.(G)

HDR-3A 10.3 ± AC.(G)

E1-4 EMPLOYMENT 28.1 ± AC.(G)

CR-9 COMMERCIAL 8.9 ± AC.(G)

K-8 SCHOOL 16.0 ± AC.(G)

OS-17C 2.5 ± AC.(G)

OS-17B 3.9 ± AC.(G)

OS-17A 5.0 ± AC.(G)

OS-18 LAKE 8.2 ± AC.(G)

OS-22A LAKE 26.6 ± AC.(G)

OS-22B LAKE 4.5 ± AC.(G)

OS-22C 4.2 ± AC.(G)

P-4A PARK 5.0 ± AC.(G)

P-4B PARK 1.0 ± AC.(G)

P-4C PARK 1.0 ± AC.(G)

P-4D LINEAR PARK 5.2 ± AC.(G)

P-4E LINEAR PARK 2.9 ± AC.(G)

P-4F LINEAR PARK 5.0 ± AC.(G)

P-7A 4.1 ± AC.(G)

P-7B PARK 1.5 ± AC.(G)

P-7C CLUBHOUSE 2.6 ± AC.(G)

P-7D LINEAR PARK 9.9 ± AC.(G)

P-7F LINEAR PARK 3.4 ± AC.(G)

P-6 PARK 4.4 ± AC.(G)

P-11A COMMUNITY PARK 15.3 ± AC.(G)

PS 0.5 ± AC.(G)

NAPOTS

NATOMAS ROAD

PROPERTY LINE

PHASE 1

PHASE 2

PHASE 3

RIEGO ROAD

WESTERN PACIFIC RAILROAD

LIFT STATION

±7 MILES

A065 A =34.1 ac. ΣA =34.1 ac. ESD=205 ΣESD =205 Q =0.17mgd PWWF

A115 A =12.0 ac. ΣA =12.0 ac. ESD=139 ΣESD =139 Q =0.10mgd PWWF

A110 A =33.0 ac. ΣA =45.0 ac. ESD=198 ΣESD =337 Q =0.26mgd PWWF

A060 A =66.2 ac. ΣA =100.3 ac. ESD=641 ΣESD =846 Q =0.62mgd PWWF

A095 A =27.5 ac. ΣA =72.6 ac. :SD=165 ΣESD =502 Q =0.39mgd PWWF

A055 A =63.0 ac. ΣA=163.3 ac. ESD=589 ΣESD=1435 Q =1.02mgd PWWF

A090 A =23.8 ac. ΣA =96.4 ac. ESD=143 ΣESD =645 Q =0.50mgd PWWF

A075 A =14.3 ac. ΣA=165.7 ac. SD=139 ΣESD =1225 Q =0.91mgd PWWF

A050 A =68.2 ac. ΣA=231.5 ac. ESD=530 ΣESD=1965 Q =1.39mgd PWWF

A085 A =55.0 ac. ΣA =151.4 ac. ESD=441 ΣESD =1086 Q =0.82mgd PWWF

A260 A =17.6 ac. ΣA =17.6 ac. ESD= 106 ΣESD= 106 Q=0.09 mgd PWWF

A040 A =21.7 ac. ΣA =253.2ac. ESD= 197.0 ΣESD= 2162 Q=1.52 mgd PWWF

A030 A =2.2 ac. ΣA=311.1 ac. ESD=13.0 ΣESD=2510 Q =1.78mgd PWWF

A035 A =0.0 ac. ΣA=270.8 ac. ESD=197 ΣESD=2268 Q =1.60 mgd PWWF

A125 A =38.2 ac. ΣA =38.2 ac. ESD= 229 ΣESD= 229 Q=0.19 mgd PWWF

A025 A =38.1 ac. ΣA=515.0 ac. ESD=139 ΣESD=4023 Q =2.81 mgd PWWF

A020 A =46.7 ac. ΣA=561.7 ac. ESD=453 ΣESD=4476 Q =3.10 mgd PWWF

A017 A =13.8 ac. ΣA =575.5ac. ESD= 138 ΣESD= 4614 Q=3.19 mgd PWWF

A385 A =113.1ac. ΣA =113.1ac. ESD= 987 ΣESD= 987 Q=0.710 mgd PWWF

A015 A =5.4 ac. ΣA =787.9ac. ESD= 32 ΣESD= 6241 Q=4.276 mgd PWWF

A010 A =12.0 ac. ΣA =799.9ac. ESD= 134 ΣESD= 6375 Q=4.356 mgd PWWF

A005 A =18.7 ac. ΣA =818.6ac. ESD= 112 ΣESD= 6487 Q=4.436 mgd PWWF

A000 A =0 ac. ΣA =818.6ac. ESD= 0 ΣESD= 6487 Q=4.436 mgd PWWF

LEGEND

- 278' 8"S S=0.0018 — PIPE LENGTH / PROPOSED SEWER PIPE (INCHES) / PIPE SLOPE
- PROPOSED SEWER MANHOLE
- EXISTING SEWER MANHOLE
- MAJOR SHED AREA
- MINOR SHED AREA
- PROJECT BOUNDARY
- A-013 — NODE NUMBER
- A =0.00 ac. — POINT ACREAGE
- ΣA =19.9 ac. — CUMULATIVE ACREAGE
- ESD=0 — POINT ESD
- ΣESD =108 — CUMULATIVE ESD
- Q =X.XX mgd PWWF — PEAK WET WEATHER FLOW (MGD)

NOTE: SEE "LAKESIDE AT SUTTER POINTE LEVEL 3 SEWER STUDY FOR PHASE 1 STUDY DETAILS

SCALE: 1" = 200'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\1000-s\1604_South Sutter_Lennar\South Sutter OA\Civil\Studies\Sewer\Dwg\C-EXH-SWR-STDY_SS_OA.dwg 2/21/2020 3:44 PM Mike Ronco

EXHIBIT D

PRELIMINARY GRADING PLAN

SUTTER POINTE GRADING STUDY

LENNAR

SUTTER COUNTY **CALIFORNIA**

JUNE 2019



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\1600-s\1604_South Sutter_Lennar\South Sutter OA\Civil\Studies\Grading\C-Exh-GRD-STDY_SS_OA.dwg 6/20/2019 11:09 AM Mike Ronco

APPENDIX A

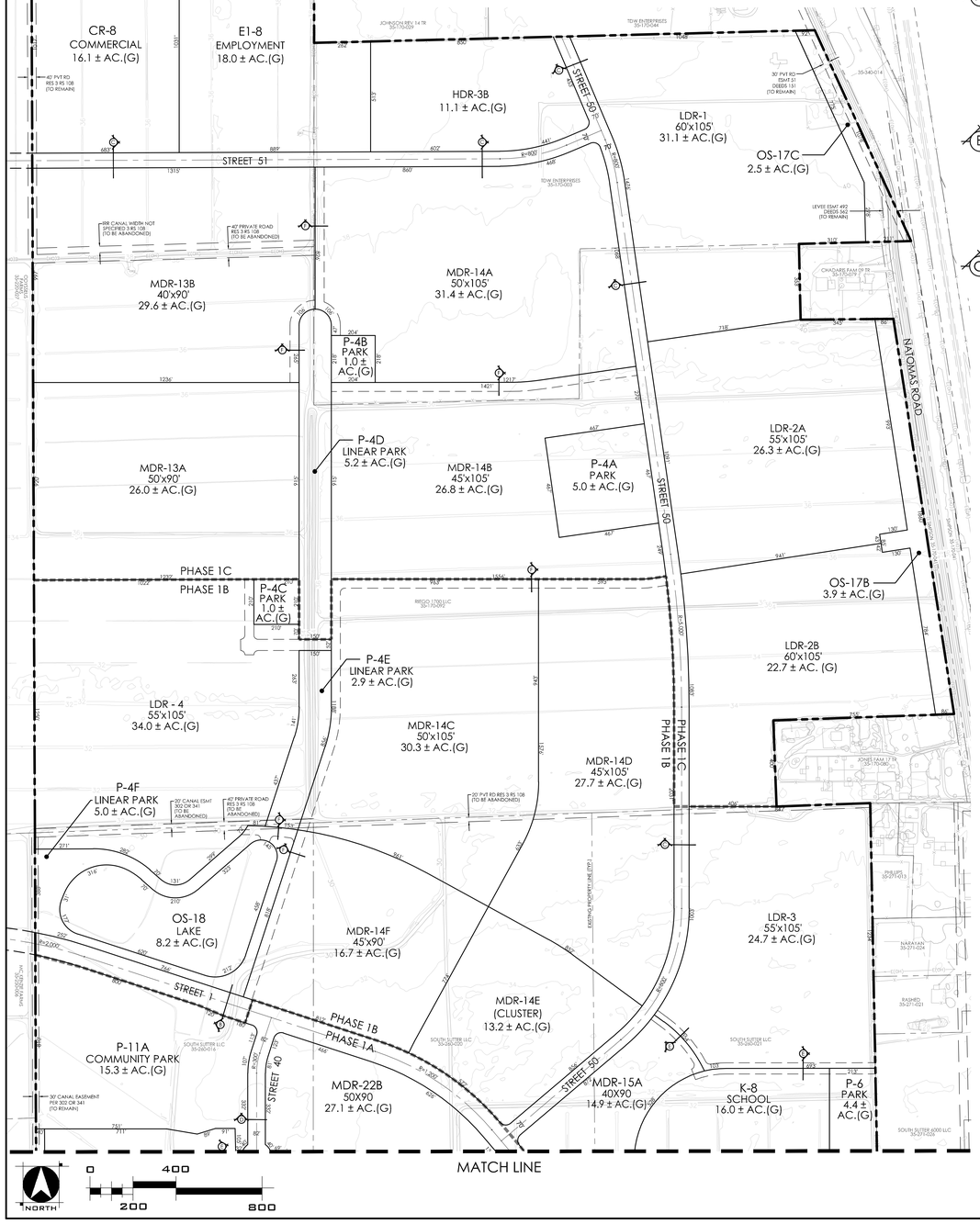
LARGE LOT TENTATIVE MAP

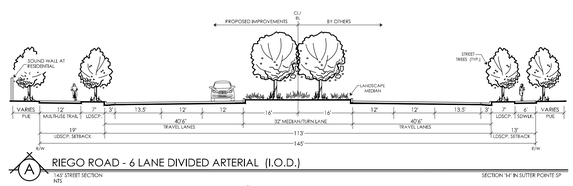
SUTTER POINTE PHASE 1

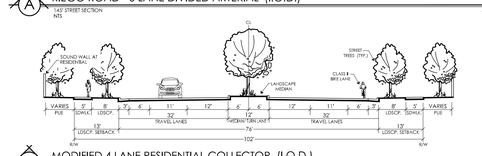
COUNTY OF SUTTER, CALIFORNIA

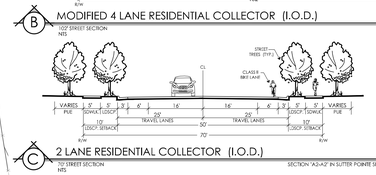
APRIL 12, 2019

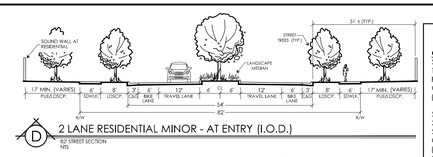
SHEET 1 OF 4

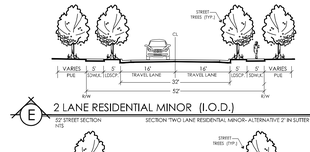


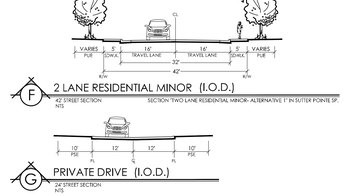


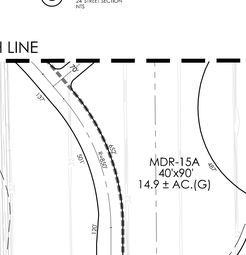












PROJECT NOTES

OWNERS
SOUTH SUTTER, LLC AND RIEGO 1700, LLC
1420 ROCKY RIDGE DRIVE #320
ROSEVILLE, CA 95661
C/O: LARRY GUALCO
(916) 746-8500

SANKEY 380, LLC AND TDW ENTERPRISES
3001 'I' STREET #300
SACRAMENTO, CA 95816
C/O: TOM WINN
(916) 930-0925
C/O: GEORGE CARPENTER
(916) 930-0925

APPLICANT
SOUTH SUTTER, LLC
1420 ROCKY RIDGE DRIVE #320
ROSEVILLE, CA 95661
C/O: LARRY GUALCO
(916) 746-8500
C/O: BOB SHATTUCK
(916) 773-5025

PLANNER/ENGINEER
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT:
TIMOTHY DENHAM, AICP
JEFF CARPENTER, PE 55380
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
35-260-002, -016, -020, -021
35-170-003, -092

AREA
873.5 ± ACRES GROSS

NOTE:
1) *SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.*
2) *EXISTING TOPOGRAPHY PROVIDED BY WOOD RODGERS, INC. AND WAS FLOWN IN JANUARY, 2019.*
3) *EXISTING WELLS TO BE REMOVED OR TO REMAIN AS NOTED.*
4) *THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.*
5) *PARCEL OS-B (LAKE) ACCESS TO BE PROVIDED BY ACCESS EASEMENT ON PARCEL P-22B.*
6) *THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.*

NUMBER OF PARCELS
53 PARCELS

EXISTING USE
AGRICULTURE

PROPOSED USE
SEE LAND USE SUMMARY

EXISTING/ PROPOSED GENERAL PLAN
SUTTER POINTE SPECIFIC PLAN

EXISTING ZONING
LDR, MDR, HDR, ET, NC, OS, P & AG

PROPOSED ZONING
LDR, MDR, HDR, ET, NC, P/QP, OS, & P

PARK DISTRICT
SUTTER COUNTY GENERAL SERVICES DEPARTMENT

FIRE PROTECTION
PLEASANT GROVE FIRE DEPARTMENT (CSA-D)

SCHOOL DISTRICT
PLEASANT GROVE JOINT UNION SCHOOL DISTRICT

SEWER
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

STORM DRAIN
SUTTER COUNTY

WATER
GOLDEN STATE WATER

ELECTRICITY
PG&E

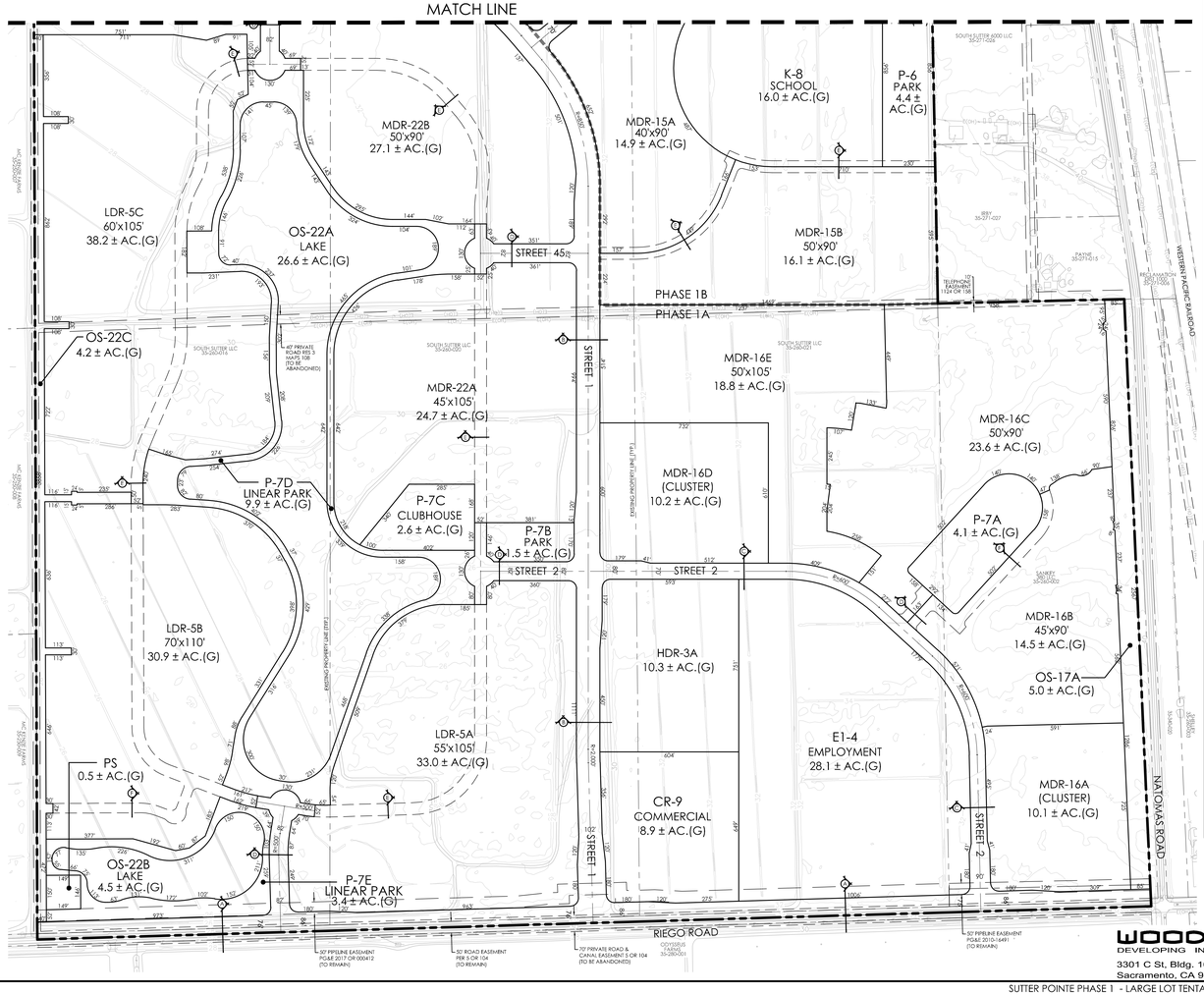
GAS
PG&E

LOCATION MAP

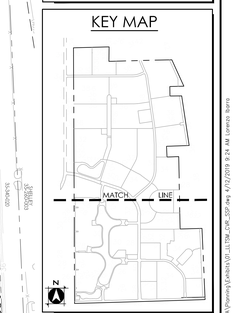


LAND USE SUMMARY

PARCEL	LAND USE	LOT SIZE	AC ±
LOW DENSITY RESIDENTIAL (SF)			
1	LDR	60'x105'	31.1
2A	LDR	55'x105'	26.3
2B	LDR	60'x105'	22.7
3	LDR	55'x105'	24.7
4	LDR	55'x105'	34.0
5A	LDR	55'x105'	33.0
5B	LDR	70'x110'	30.9
5C	LDR	60'x105'	38.2
SUBTOTAL			**240.9**
MEDIUM DENSITY RESIDENTIAL (SF)			
13A	MDR	50'x90'	26.0
13B	MDR	40'x90'	29.6
14A	MDR	50'x105'	31.4
14B	MDR	45'x105'	26.8
14C	MDR	50'x105'	30.3
14D	MDR	45'x105'	27.7
14E	MDR	CLUSTER	13.2
14F	MDR	45'x90'	16.7
15A	MDR	40'x90'	14.9
15B	MDR	50'x90'	16.1
16A	MDR	CLUSTER	10.1
16B	MDR	45'x90'	14.5
16C	MDR	50'x90'	23.6
16D	MDR	CLUSTER	10.2
16E	MDR	50'x105	18.8
22A	MDR	45'x105'	24.7
22B	MDR	50'x90'	27.1
SUBTOTAL			**361.7**
MULTI-FAMILY RESIDENTIAL (MDR)			
3A	-		10.3
3B	-		11.1
SUBTOTAL			**21.4**
TOTAL RESIDENTIAL			**624.0**
COMMERCIAL			
CR-9	-		8.9
CR-8	-		16.1
SUBTOTAL			**25.0**
EMPLOYMENT			
E1-4			28.1
E1-8			18.0
SUBTOTAL			**46.1**
P/QP			
PS			0.5
SUBTOTAL			**0.5**
SCHOOLS			
K-8			16.0
SUBTOTAL			**16.0**
OPEN SPACE			
OS-17A			5.0
OS-17B			3.9
OS-17C			2.5
OS-22D			4.2
OS LAKE A			8.2
OS LAKE B			26.6
OS LAKE C			4.5
SUBTOTAL			**54.9**
PARKS			
P-4A			5.0
P-4B			1.0
P-4C			1.0
P-4D			5.2
P-4E			2.9
P-4F			5.0
P-6			4.4
P-7A			4.1
P-7C			1.5
P-7C			2.6
P-7D			9.9
P-7E			3.4
P-11A			15.3
SUBTOTAL			**61.3**
RIGHT-OF-WAY			
MAJOR ROADS			45.7
SUBTOTAL			**45.7**
TOTAL			**873.5**



KEY MAP



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

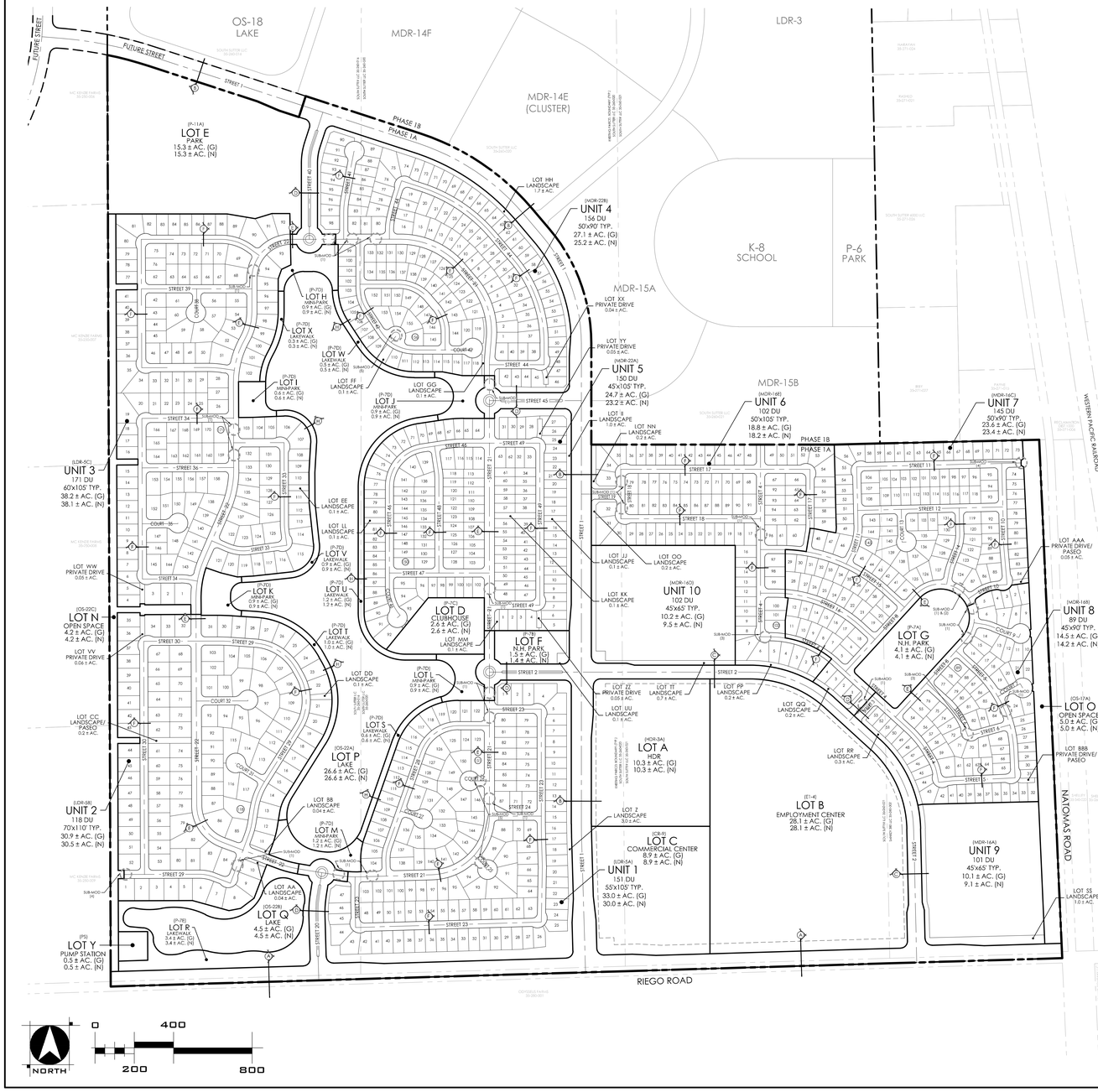
SMALL LOT TENTATIVE MAP

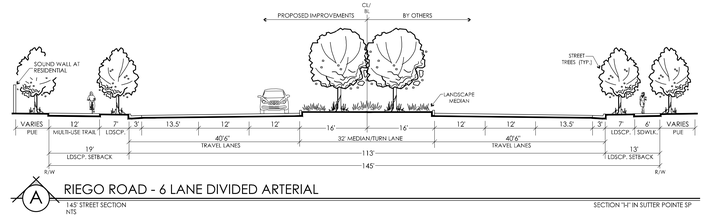
SUTTER POINTE - PHASE 1A

COUNTY OF SUTTER, CALIFORNIA

APRIL 12, 2019

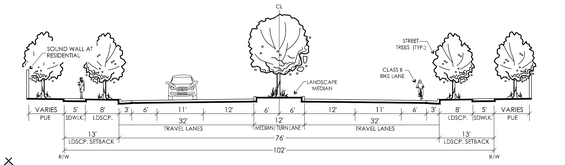
SHEET 2 OF 4





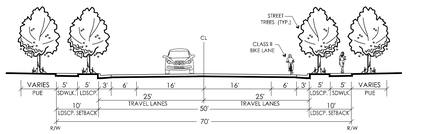
A RIEGO ROAD - 6 LANE DIVIDED ARTERIAL

145' STREET SECTION — NTS — SECTION "H" IN SUTTER POINTE SP



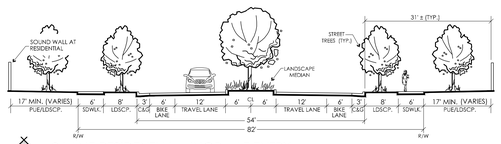
B MODIFIED 4 LANE RESIDENTIAL COLLECTOR

102' STREET SECTION — NTS — SECTION "B-B" IN SUTTER POINTE SP



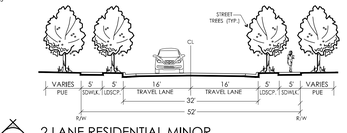
C 2 LANE RESIDENTIAL COLLECTOR

70' STREET SECTION — NTS — SECTION "A2-A2" IN SUTTER POINTE SP



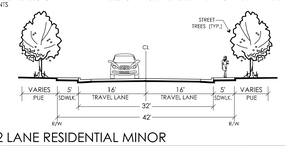
D 2 LANE RESIDENTIAL MINOR - AT ENTRY

82' STREET SECTION — NTS



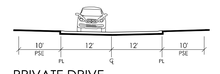
E 2 LANE RESIDENTIAL MINOR

52' STREET SECTION — NTS — SECTION "TWO LANE RESIDENTIAL MINOR- ALTERNATIVE 2" IN SUTTER POINTE SP.



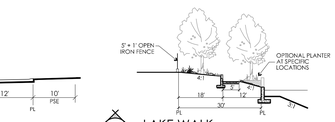
F 2 LANE RESIDENTIAL MINOR

42' STREET SECTION — NTS — SECTION "TWO LANE RESIDENTIAL MINOR- ALTERNATIVE 1" IN SUTTER POINTE SP.



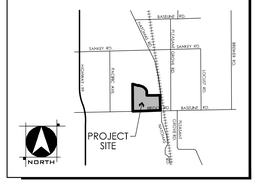
G PRIVATE DRIVE

24' STREET SECTION — NTS



H LAKE WALK

30' SECTION — NTS



PROJECT NOTES

OWNERS
SOUTH SUTTER, LLC AND RIEGO 1700, LLC
1420 ROCKY RIDGE DRIVE #320
ROSEVILLE, CA 95661
C/O: LARRY GUALCO
(916) 746-8500

SANKEY 380, LLC AND TDW ENTERPRISES
3001 T STREET #300
SACRAMENTO, CA 95816
C/O: TOM WINN
(916) 930-0925
C/O: GEORGE CARPENTER
(916) 930-0925

APPLICANT
SOUTH SUTTER, LLC
1420 ROCKY RIDGE DRIVE #320
ROSEVILLE, CA 95661
C/O: LARRY GUALCO
(916) 746-8500
C/O: BOB SHATTUCK
(916) 773-5025

PLANNER/ENGINEER
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT:
TIMOTHY DENHAM, AICP
JEFF CARPENTER, PE 55380
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
55-260-002, -016, -020, -021
35-170-003, -092

AREA
386.2 ± ACRES GROSS

NUMBER OF PARCELS

1,082	SINGLE FAMILY LOTS
2	CLUSTER RESIDENTIAL LOTS
1	HIGH-DENSITY RES. LOT
1	EMPLOYMENT CENTER LOT
1	COMMERCIAL CTR. LOT
1	CLUBHOUSE CTR. LOT
1	PARK LOT
2	NEIGHBORHOOD PARK LOTS
6	MINI-PARK LOTS
2	OPEN SPACE LOTS
2	LAKE LOTS
7	LAKEWALK LOTS
1	PUMP STATION LOT
22	LANDSCAPE LOTS
7	PRIVATE DRIVES
1,138	TOTAL LOTS

EXISTING USE
AGRICULTURE

PROPOSED USE
SEE LAND USE SUMMARY

EXISTING/ PROPOSED GENERAL PLAN
SUTTER POINTE SPECIFIC PLAN

EXISTING ZONING
LDR, MDR, HDR, E1, NC, OS, P & AG

PROPOSED ZONING
LDR, MDR, HDR, E1, NC, OS, & P

PARK DISTRICT
SUTTER COUNTY GENERAL SERVICES DEPARTMENT

FIRE PROTECTION
PLEASANT GROVE FIRE DEPARTMENT (CSA-D)

SCHOOL DISTRICT
PLEASANT GROVE JOINT UNION SCHOOL DISTRICT

SEWER
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

STORM DRAIN
SUTTER COUNTY

WATER
GOLDEN STATE WATER

ELECTRICITY
PG&E

GAS
PG&E

NOTE:

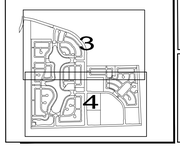
1) *SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.*
2) *EXISTING TOPOGRAPHY PROVIDED BY WOOD RODGERS, INC. AND WAS FLOWN IN JANUARY, 2019.*
3) *UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.*
4) *OWNER WILL DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY NECESSARY TO PROVIDE ALL UTILITIES.*
5) *ALL INTERNAL STREETS WILL HAVE A DEDICATED PUBLIC SERVICE EASEMENT MEASURED FROM THE RIGHT-OF-WAY AS SHOWN BY THE STREET SECTIONS.*
6) *THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.*
7) *PHASING IS NOT SHOWN ON THESE EXHIBITS.*
8) *EXISTING WELLS TO BE REMOVED OR TO REMAIN AS NOTED.*
9) *THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.*
10) *FINAL SUBDIVISION MAPPING SHALL BE PREPARED TO IDENTIFY ALL R/W AND/OR IOD'S NEEDED TO ACCOMMODATE THE CONSTRUCTION PHASING OF THE UNITS SHOWN ON THIS TENTATIVE SUBDIVISION MAP.*

LAND USE SUMMARY - PHASE 1A

UNIT NO.	LAND USE	LOT SIZE	GROSS ACRES ±	NET ACRES ±	DWELLING UNITS ±	GROSS DENSITY	NET DENSITY
1	LOW DENSITY RES.	55'x105'	33.0	30.00	151	4.6	5.0
2	LOW DENSITY RES.	70'x110'	30.9	30.46	118	3.8	3.9
3	LOW DENSITY RES.	60'x105'	38.2	38.05	171	4.5	4.5
4	MED. DENSITY RES.	50'x90'	27.1	25.16	156	5.8	6.2
5	MED. DENSITY RES.	45'x105'	24.7	23.20	150	6.1	6.5
6	MED. DENSITY RES.	50'x105'	18.8	18.20	102	5.4	5.6
7	MED. DENSITY RES.	50'x90'	23.6	23.35	145	6.1	6.2
8	MED. DENSITY RES.	45'x90'	14.5	14.15	89	6.1	6.3
SUBTOTAL			**210.8**	**202.6**	**1,082**		
9	MED. DENSITY RES., CLUSTER	45'x65'	10.1	9.1	101	10.0	11.1
10	MED. DENSITY RES., CLUSTER	45'x65'	10.2	9.5	102	10.0	10.7
SUBTOTAL			**20.3**	**18.6**	**203**		
A	HIGH DENSITY RES.		10.3	10.3	206	20.0	20.0
SUBTOTAL			**10.3**	**10.3**	**206**		
B	EMPLOYMENT CENTER	-	28.1	28.1			
C	COMMERCIAL CENTER	-	8.9	8.9			
D	CLUBHOUSE CENTER	-	2.6	2.6			
E	PARK	-	15.3	15.3			
F	N.H. PARK	-	1.5	1.4			
G	N.H. PARK	-	4.1	4.1			
H-M	MINI-PARK	-	5.4	5.4			
N	OPEN SPACE	-	4.2	4.2			
O	OPEN SPACE	-	5.0	5.0			
P	LAKE	-	26.6	26.6			
Q	LAKE	-	4.5	4.5			
R	LAKEWALK	-	3.4	3.4			
S-X	LAKEWALK	-	4.5	4.5			
Y	PUMP STATION	-	0.5	0.5			
	MAJOR RIGHT-OF-WAY	-	30.2	30.2			
SUBTOTAL			**144.8**	**144.7**			
Z-UU	LANDSCAPE LOTS			9.68			
VV-BBB	PRIVATE DRIVES			0.35			
SUBTOTAL				**10.0**			
TOTAL			**386.2**	**386.2**	**1,491**	**Units**	

NOTE: NET ACREAGES EXCLUDE LANDSCAPE LOTS AND PRIVATE DRIVES

SHEET INDEX DIAGRAM



SHEET INDEX

NO.	TITLE	SCALE
1	LARGE LOT TENTATIVE SUBDIVISION MAP	1"=200'
2	SMALL LOT TENTATIVE SUBDIVISION MAP COVER	1"=200'
3	TENTATIVE SUBDIVISION MAP	1"=100'
4	TENTATIVE SUBDIVISION MAP	1"=100'

SUBDIVISION MODIFICATION

PROPOSED SUBDIVISION MODIFICATION:

1. OFFSET INTERSECTION < 200' (21)
2. CENTERLINE RADIUS < 200' (1)
3. ELBOW TANGENT < 50' (2)
4. DEAD-END STUB (2)
5. NON-STANDARD CUL-DE-SAC (3)

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
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Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

G:\2000's\2424_South Sutter Land Docs_Sutter Land Docs_Entitlements\Exhibits\SS_TM_LrCle_Cvr.dwg, Plot Date: 4/17/2019 8:37 AM, Lorenzo Rivera

SMALL LOT TENTATIVE MAP

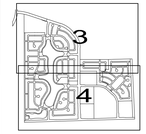
SUTTER POINTE - PHASE 1A

COUNTY OF SUTTER, CALIFORNIA

APRIL 12, 2019

SHEET 3 OF 4

SHEET INDEX DIAGRAM



OS-18
LAKE

MDR-14F

MDR-14E
(CLUSTER)

LDR-3

MDR-15A

MDR-15B

K-8
SCHOOL

P-6
PARK

FUTURE ROAD

STREET 1

PHASE 1B

PHASE 1A

SOUTH SUTTER LLC
35-260-016

SOUTH SUTTER LLC 35-260-016

SOUTH SUTTER LLC 35-260-020

EXISTING PARCEL BOUNDARY (TYP.)
SOUTH SUTTER LLC 35-260-020
SOUTH SUTTER LLC 35-260-021

SOUTH SUTTER LLC
35-260-020

MC KENZIE FARMS
35-250-006

MC KENZIE FARMS
35-250-007

MC KENZIE FARMS
35-250-008

NARAYAN
35-271-024

RASHED
35-271-021

SOUTH SUTTER 6000 LLC
35-271-026

SOUTH SUTTER LLC
35-260-021

IRBY
35-271-027

PAYNE
35-271-015

RECLAMATION DIST 1000
35-271-006

30' CANAL EASEMENT PER 302 OR 341 (TO REMAIN)

(P-11A)
LOT E
PARK
15.3 ± AC. (G)
15.3 ± AC. (N)

LOT HH
LANDSCAPE
1.7 ± AC.

(MDR-22B)
UNIT 4
156 DU
50'x90' TYP.
27.1 ± AC. (G)
25.2 ± AC. (N)

LOT XX
PRIVATE DRIVE
0.04 ± AC.

LOT YY
PRIVATE DRIVE
0.05 ± AC.

(MDR-22A)
UNIT 5
150 DU
45'x105' TYP.
24.7 ± AC. (G)
23.2 ± AC. (N)

LOT II
LANDSCAPE
1.0 ± AC.

LOT NN
LANDSCAPE
0.2 ± AC.

(MDR-16E)
UNIT 6
102 DU
50'x105' TYP.
18.8 ± AC. (G)
18.2 ± AC. (N)

(MDR-16C)
UNIT 7
145 DU
50'x90' TYP.
23.6 ± AC. (G)
23.4 ± AC. (N)

(LDR-5C)
UNIT 3
171 DU
60'x105' TYP.
38.2 ± AC. (G)
38.1 ± AC. (N)

(P-7D)
LOT H
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT X
LAKEWALK
0.3 ± AC. (G)
0.3 ± AC. (N)

(P-7D)
LOT W
LAKEWALK
0.5 ± AC. (G)
0.5 ± AC. (N)

(P-7D)
LOT I
MINI-PARK
0.6 ± AC. (G)
0.6 ± AC. (N)

(P-7D)
LOT J
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(OS-22A)
LOT P
LAKE
26.6 ± AC. (G)
26.6 ± AC. (N)

(P-7D)
LOT V
LAKEWALK
0.9 ± AC. (G)

LOT FF
LANDSCAPE
0.1 ± AC.

LOT GG
LANDSCAPE
0.1 ± AC.

LOT EE
LANDSCAPE
0.1 ± AC.

LOT LL
LANDSCAPE
0.1 ± AC.

LOT JJ
LANDSCAPE

LOT OO
LANDSCAPE

LOT AAA
PRIVATE DRIVE/
PASEO
0.05 ± AC.

40' PRIVATE ROAD RES 3 MAPS 108 (TO BE ABANDONED)

40' PRIVATE ROAD RES 1 MAPS 65

10' TELEPHONE EASEMENT 1124 OR 158

30' PACIFIC BELL EASEMENT 1146 OR 66

NATOMAS ROAD

WESTERN PACIFIC RAILROAD

STREET 10 · STREET 11 · STREET 12 · STREET 13 · STREET 14 · STREET 17 · STREET 18 · STREET 19 · STREET 20 · STREET 21 · STREET 22 · STREET 33 · STREET 34 · STREET 35 · STREET 36 · STREET 37 · STREET 38 · STREET 39 · STREET 40 · STREET 41 · STREET 42 · STREET 44 · STREET 45 · STREET 46 · STREET 48 · STREET 49 · COURT 35 · COURT 38 · COURT 42

SUB-MOD (1) · SUB-MOD (1) A · SUB-MOD (1) B · SUB-MOD (4) · SUB-MOD (5)

SEE SHEET 4

SEE SHEET 4

NORTH 0 100 200 400

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

SMALL LOT TENTATIVE MAP

SUTTER POINTE - PHASE 1A

COUNTY OF SUTTER, CALIFORNIA

APRIL 12, 2019

SHEET 4 OF 4

SHEET INDEX DIAGRAM



SEE SHEET 3

SEE SHEET 3

LOT WW
PRIVATE DRIVE
0.05 ± AC.

(OS-22C)
LOT N
OPEN SPACE
4.2 ± AC. (G)
4.2 ± AC. (N)

LOT VV
PRIVATE DRIVE
0.06 ± AC.

LOT CC
LANDSCAPE/
PASEO
0.2 ± AC.

(LDR-5B)
UNIT 2
118 DU
70'x110' TYP.
30.9 ± AC. (G)
30.5 ± AC. (N)

(PS)
LOT Y
PUMP STATION
0.5 ± AC. (G)
0.5 ± AC. (N)

LOT LL
LANDSCAPE
0.1 ± AC.

(P-7D)
LOT V
LAKEWALK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT U
LAKEWALK
1.2 ± AC. (G)
1.2 ± AC. (N)

(P-7D)
LOT K
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT T
LAKEWALK
1.0 ± AC. (G)
1.0 ± AC. (N)

LOT DD
LANDSCAPE
0.1 ± AC.

(P-7C)
LOT D
CLUBHOUSE
2.6 ± AC. (G)
2.6 ± AC. (N)

LOT MM
LANDSCAPE
0.1 ± AC.

(P-7B)
LOT F
N.H. PARK
1.5 ± AC. (G)
1.4 ± AC. (N)

(P-7D)
LOT L
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT S
LAKEWALK
0.6 ± AC. (G)
0.6 ± AC. (N)

(OS-22A)
LOT P
LAKE
26.6 ± AC. (G)
26.6 ± AC. (N)

LOT BB
LANDSCAPE
0.04 ± AC.

(P-7D)
LOT M
MINI-PARK
1.2 ± AC. (G)
1.2 ± AC. (N)

LOT AA
LANDSCAPE
0.04 ± AC.

(OS-22B)
LOT Q
LAKE
4.5 ± AC. (G)
4.5 ± AC. (N)

(P-7E)
LOT R
LAKEWALK
3.4 ± AC. (G)
3.4 ± AC. (N)

LOT JJ
LANDSCAPE
0.1 ± AC.

LOT OO
LANDSCAPE
0.2 ± AC.

LOT KK
LANDSCAPE
0.1 ± AC.

(MDR-16D)
UNIT 10
102 DU
45'x65' TYP.
10.2 ± AC. (G)
9.5 ± AC. (N)

LOT ZZ
PRIVATE DRIVE
0.05 ± AC.

LOT TT
LANDSCAPE
0.7 ± AC.

LOT PP
LANDSCAPE
0.2 ± AC.

LOT UU
LANDSCAPE
0.1 ± AC.

LOT QQ
LANDSCAPE
0.2 ± AC.

(HDR-3A)
LOT A
HDR
10.3 ± AC. (G)
10.3 ± AC. (N)

LOT RR
LANDSCAPE
0.3 ± AC.

LOT Z
LANDSCAPE
3.0 ± AC.

(CR-9)
LOT C
COMMERCIAL CENTER
8.9 ± AC. (G)
8.9 ± AC. (N)

(LDR-5A)
UNIT 1
151 DU
55'x105' TYP.
33.0 ± AC. (G)
30.0 ± AC. (N)

(E1-4)
LOT B
EMPLOYMENT CENTER
28.1 ± AC. (G)
28.1 ± AC. (N)

(P-7A)
LOT G
N.H. PARK
4.1 ± AC. (G)
4.1 ± AC. (N)

LOT AAA
PRIVATE DRIVE/
PASEO
0.05 ± AC.

(MDR-16B)
UNIT 8
89 DU
45'x90' TYP.
14.5 ± AC. (G)
14.2 ± AC. (N)

(OS-17A)
LOT O
OPEN SPACE
5.0 ± AC. (G)
5.0 ± AC. (N)

LOT BBB
PRIVATE DRIVE/
PASEO

(MDR-16A)
UNIT 9
101 DU
45'X65' TYP.
10.1 ± AC. (G)
9.1 ± AC. (N)

LOT SS
LANDSCAPE
1.0 ± AC.

NATOMAS ROAD

RIEGO ROAD

50' PIPELINE EASEMENT PG&E 2017 OR 000412 (TO REMAIN)

50' ROAD EASEMENT PER 5 OR 104 (TO REMAIN)

70' PRIVATE ROAD & CANAL EASEMENT 5 OR 104 (TO REMAIN)

50' ± PROPOSED LANDSCAPE ESMT.

50' PIPELINE EASEMENT PG&E 2010-16491 (TO REMAIN)

24' PROPOSED LANDSCAPE ESMT.

EXISTING PARCEL BOUNDARY

MC KENZIE FARMS 35-250-008

MC KENZIE FARMS 35-250-009

ODYSSEUS FARMS 35-280-001

SOUTH SUTTER LLC 35-260-016

SOUTH SUTTER LLC 35-260-020

SOUTH SUTTER LLC 32-260-020

SOUTH SUTTER LLC 35-260-021

SOUTH SUTTER LLC 35-260-002

SANKEY 380 LLC 35-260-002

SHELLEY 35-340-020

SHELLEY 35-260-003

38 LAND COMPANY LLC 35-280-002

NORTH 0 100 200 400

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Sacramento, CA 95816
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Fax 916.341.7767

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REGIONALSAN
TAKING THE WASTE OUT OF WATER
Sacramento Regional County Sanitation District

APPROVED
BOARD OF DIRECTORS
by Reso #s SR-2879 &
APR 26 2017 SD-0249
Florence Evans
Clerk of the Board

8

Main Office
10060 Goethe Road
Sacramento, CA 95827-3553
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Fax: 916.876.6160

Treatment Plant
8521 Laguna Station Road
Elk Grove, CA 95758-9550
Tel: 916.875.9000
Fax: 916.875.9068

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Public Affairs Manager

www.regionalsan.com

Printed on Recycled Paper

DATE: April 26, 2017

TO: Honorable Board of Directors
Sacramento Regional County Sanitation District
Sacramento Area Sewer District

FROM: Sacramento Regional County Sanitation District
Sacramento Area Sewer District

SUBJECT: **Wastewater Service by Contract and Operating Agreement Between the Sacramento Regional County Sanitation District, the Sacramento Area Sewer District, and Sutter County, Contract No. 50000124**

RECOMMENDATION:

The Sacramento Regional County Sanitation District (Regional San) and the Sacramento Area Sewer District (SASD) recommend that your Boards adopt the attached Resolutions authorizing the District Engineer, or designee, to execute the Wastewater Service by Contract and Operating Agreement (Agreement) between Regional San, SASD, and Sutter County.

BACKGROUND:

The Sutter Point Specific Plan (SPSP) is a 7,528-acre new growth area in south Sutter County, just north of the Sacramento County line. In 2007, the Regional San Board authorized staff to work with the SPSP project team to study options for Regional San to provide sanitary sewer service to SPSP.

On June 10, 2009, the Regional San Board approved Principles of Agreement (POA) between Regional San and Sutter County for potential service to SPSP by a trunk sewer connection to Regional San's interceptor system near Elkhorn Boulevard. The POA established that Sutter County would pay all costs of service, such that there would be no financial liability for Regional San ratepayers. The POA also recognized that Regional San's existing interceptor system may not be able to serve SPSP without local flow storage and discharge control in the long-term. Sutter County committed to constructing detention basins to store its flow during wet weather, when interceptor capacity is constrained, and discharge it to the system when capacity becomes available. The POA also considered that SPSP may eventually be annexed into Regional San's service area, and that Sutter County may eventually become a signatory to Regional San's Master Interagency Agreement with its contributing agencies.

DISCUSSION:

Agreement discussions stopped shortly after the POA was approved due to poor economic conditions and slow development. In 2013, Agreement discussions

resumed, and soon thereafter, Sutter County requested SASD to provide maintenance and operation services for the collection and trunk sewer systems serving SPSP. SASD reviewed the request and confirmed that the requested service could be provided without cost or service impacts to existing customers.

The Agreement creates a service by contract between Regional San, SASD, and Sutter County as applicable under sections 56133 (a) and 56133 (e) of the Cortese-Knox-Herzberg Act, which legally establishes the ability for a county or a district to provide new or extended services by contract or agreement outside its jurisdictional boundaries. The Agreement establishes sewer system ownership, operations and maintenance responsibility, and financial and billing obligations. The following are highlights of the agreement provisions:

- Sutter County will finance, construct, and own both the collection system serving SPSP area and the trunk sewer system from SPSP to Regional San's interceptor system.
- SASD will provide all operations and maintenance of the collection and trunk sewer system.
- SASD will receive full rates from Sutter County for operation and maintenance services.
- SASD will pay no infrastructure cost, and therefore will not collect impact fees for connections.
- Regional San will provide interceptor conveyance and wastewater treatment and will collect full rates and impact fees consistent with the Regional San ordinance.
- Sutter County will reserve sufficient land for the future construction of a storage basin to divert and store flow when conditions warrant flow metering into interceptor system.

Regional San and SASD worked closely with Sutter County to develop this Agreement. Sutter County Board of Supervisors approved the Agreement on March 14, 2017, and staff is now requesting approval of the Agreement by the Regional San and SASD Boards.

FINANCIAL ANALYSIS:
Rates and fees charged for service to SPSP are expected to fully recover the cost of service for both SASD and Regional San. There are no anticipated financial impacts associated with implementing the Agreement.

CONCLUSION:

Regional San and SASD recommend that your Boards approve the Wastewater Service by Contract and Operating Agreement.

Respectfully submitted,

Christoph Dobson
Director of Policy and Planning

APPROVED,

Prabhakar Somavarapu
District Engineer

Attachment: A. Regional San Resolution
B. SASD Resolution
C. Sutter County Operating Agreement

Contact for additional information:
Christoph Dobson, Director of Policy and Planning, 876-6042

ATTACHMENT A

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

RESOLUTION NO. SR-2879

WASTEWATER SERVICE BY CONTRACT AND OPERATING AGREEMENT BETWEEN SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, AND SUTTER COUNTY (CONTRACT NO. 50000124)

WHEREAS, in 2009 the Sacramento Regional County Sanitation District (Regional San) executed a Principles of Agreement (POA) with Sutter County (County), to provide a connection point on the Upper-Northwest Interceptor to accept wastewater from the Sutter Point Development (Development); and

WHEREAS, the County has since additionally expressed interest in the Sacramento Area Sewer District (SASD) providing contracted maintenance and operation services for the Development; and

WHEREAS, Regional San, SASD, and the County desire to execute an Agreement for said services, pursuant to the Government Code Section 56133 (a) and 56133(e) of the Cortese-Knox-Herzberg Act, whereby said Agreement will address ownership, planning, financial, maintenance and operational roles and responsibilities of each entity.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereby approves the Agreement, and authorizes the District Engineer or designee to execute on behalf of REGIONAL SAN, the Wastewater Service by Contract and Operating Agreement, in substantially the form attached hereto, with the Sacramento Area Sewer District, and Sutter County.

ON A MOTION by Director **Warren**, and seconded by Director **Bruins**, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Regional County Sanitation District, State of California, this 26th day of April, 2017, by the following vote, to wit:

AYES: Directors, Bruins, Carr, Frost, Guerra, Harris, Kennedy, Ly, McGarvey, Morin, Nottoli, Orozco, Serna, Villegas, Warren

NOES: None

ABSENT: Directors, Ashby, Hume, Peters

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5))

Chair of the Board of Directors
Sacramento Regional County Sanitation District,
a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

(SEAL)

FILED
BOARD OF DIRECTORS
APR 26 2017
Clerk of the Board

ATTEST:
Clerk of the Board of Supervisors of Sacramento County, California, and ex-officio Secretary of the Board of Directors of the Sacramento Regional County Sanitation District

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 4.26.17

By:
Deputy Clerk, Board of Directors

ATTACHMENT B

SACRAMENTO AREA SEWER DISTRICT

RESOLUTION NO. SD-0249

WASTEWATER SERVICE BY CONTRACT AND OPERATING AGREEMENT BETWEEN SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, AND SUTTER COUNTY (CONTRACT NO. 50000124)

WHEREAS, in 2009 the Sacramento Regional County Sanitation District (Regional San) executed a Principles of Agreement (POA) with Sutter County (County), to provide a connection point on the Upper-Northwest Interceptor to accept wastewater from the Sutter Point Development (Development); and

WHEREAS, the County has since additionally expressed interest in the Sacramento Area Sewer District (SASD) providing contracted maintenance and operation services for the Development; and

WHEREAS, SASD, Regional San, and the County desire to execute an Agreement for said services, pursuant to the Government Code Section 56133 (a) and 56133(e) of the Cortese-Knox-Herzberg Act, whereby said Agreement will address ownership, planning, financial, maintenance and operational roles and responsibilities of each entity.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the SACRAMENTO AREA SEWER DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereby approves the Agreement, and authorizes the District Engineer or designee to execute, on behalf of SASD, the Wastewater Service by Contract and Operating Agreement, in substantially the form attached hereto, with the Sacramento Regional County Sanitation District, and Sutter County.

ON A MOTION by Director Bruins, and seconded by Director Kennedy, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Area Sewer District, State of California, this 26th day of April, 2017, by the following vote, to wit:

AYES: Directors, Bruins, Carr, Frost, Kennedy, McGarvey, Morin, Nottoli, Serna

NOES: None

ABSENT: Directors, Hume, Peters

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5))

Larry Carr

Chair of the Board of Directors
Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

(SEAL)

ATTEST: Amanda K. Bishop
Clerk of the Board of Supervisors of Sacramento County, California, and ex-officio Secretary of the Board of Directors of the Sacramento Area Sewer District

FILED
BOARD OF DIRECTORS
APR 26 2017
By: Florence Evans
Clerk of the Board

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 4.26.17

By: Amanda K. Bishop
Deputy Clerk, Board of Directors

Wastewater Service by Contract and Operating Agreement between Sacramento Regional County Sanitation District, Sacramento Area Sewer District, and Sutter County

January 3, 2017
Final Draft

SASD Dispatch	(916) 875-6730
Regional San PCC	(916) 875-9400 or (916) 875-9406
Sutter County	(530) 822-7450

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INTRODUCTION

This WASTEWATER SERVICE BY CONTRACT AND OPERATING AGREEMENT BETWEEN THE SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, AND SUTTER COUNTY (the "Agreement") is made this ____ day of _____, 2017, by and between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700, hereinafter referred to as "REGIONAL SAN"; SACRAMENTO AREA SEWER DISTRICT, a sanitation district formed pursuant to, and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700, hereinafter referred to as "SASD"; and SUTTER COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

WHEREAS, wastewater from the Sutter Pointe Specific Plan Area within the COUNTY, as shown on Exhibit A (the "SPSP Area"), is proposed to flow into the Upper Northwest Interceptor portion of the REGIONAL SAN sewer system, and be treated at the Sacramento Regional Wastewater Treatment Plant (SRWTP); and

WHEREAS, the intent of this Agreement is to meet regulatory requirements and to provide a basis for REGIONAL SAN, SASD and the COUNTY to work together to provide sewer service to users, establish operation and maintenance responsibilities, determine financial billing responsibilities, define system ownership, ensure ordinance compliance, outline rates and fees; and

WHEREAS, the intent of this Agreement is to establish the COUNTY as a customer of SASD and REGIONAL SAN as the entities using the sewer system; and

WHEREAS, the SPSP Area is not within the Service Area boundaries of REGIONAL SAN or SASD; and

WHEREAS, Section 56133 (a) of the Cortese-Knox-Hertzberg Act which establishes procedures for local government changes of organization, and Section 56133 (e) allows for contracts or agreements solely involving two or more public agencies are exempt from requiring approval from Local Agency Formation Commission (hereinafter referred to as LAFCO); and

WHEREAS, this Agreement creates a service by contract between REGIONAL SAN, SASD, and the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and acting pursuant to Section 4760 of the Health and Safety Code of the State of California and the Joint Exercise of Powers Act of said State, REGIONAL SAN, SASD, and the COUNTY agree as follows:

SECTION 1: DEFINITIONS

Within this Agreement, the following words have the meanings specified below.

CEQA: The California Environmental Quality Act (California Public Resources Code Section 21,000, et seq.).

COUNTY: Sutter County.

COLLECTION SYSTEM OPERATIONS NOTICE (CSON) PROGRAM: A program implemented by the REGIONAL SAN Wastewater Source Control Section (WSCS) to provide notification and effective communication of pertinent information for planned sewer system events such as chemical additions, large scale cleaning, construction plugs, and various routine operational, maintenance, and construction activities that may have significant impacts on downstream sewer systems and the SRWTP. These "significant impacts" are further described within the CSON program.

COLLECTOR: A sanitary sewer (including pumping facilities and in-line facilities belonging to that sanitary sewer) designed to carry less than one million gallons per day peak wet weather flow and receiving wastewater directly from other such collector sewers or sewer laterals; or any sanitary sewer that services only one user.

CUSTOMER: The person, agency, or entity paying for sewer service. The COUNTY, on behalf of the COUNTY's Users (as defined below), is the Customer with respect to sewer service provided to actual Users within the SPSP Area.

DEVELOPMENT IMPACT FEE: The County of Sutter development impact fee for the Sutter Pointe Specific Plan Area.

DISTRICT ENGINEER: The District Engineer of REGIONAL SAN and SASD.

EFFECTIVE DATE: The date that this Agreement is approved by the governing bodies of REGIONAL SAN, SASD, and the COUNTY and executed by all parties.

EQUIVALENT SINGLE-FAMILY DWELLING (ESD) or EQUIVALENT DWELLING UNIT (EDU): A parameter used to identify the sewage discharge from a single-family detached residential dwelling. For purposes of this Agreement, one ESD is equivalent to 310 gallons per day of sewer flow.

INCIDENT RESPONDER: An individual within REGIONAL SAN or SASD who is in charge of an SSO at any given time.

NPDES: National Pollution Discharge Elimination System.

O&M (M&O): Operations and Maintenance.

POINT OF CONNECTION: The point where SPSP Sewer Facilities will connect to the REGIONAL SAN interceptor system.

POINT OF DEMARCATION: The point in the sanitary sewer where ownership, operation, and maintenance transitions from one agency to another.

RATE: Monthly rate that all users of the sewer system must pay to use the sewer system.

REGIONAL SAN: Sacramento Regional County Sanitation District.

REGIONAL SAN CONSOLIDATED ORDINANCE: An ordinance, adopted on December 13, 2013, and as subsequently amended, that relates to the operation and regulatory powers of REGIONAL SAN.

RESPONSIBLE AGENCY: With respect to SSO, the agency ultimately responsible for responding, cleanup, mitigation, and reporting of the SSO.

SACRAMENTO REGIONAL WASTEWATER TREATMENT PLANT (SRWTP): REGIONAL SAN'S treatment facility located at 8521 Laguna Station Road, Elk Grove, CA 95758.

SANITARY SEWER or SEWER: A pipe or conduit including pumping facilities and in-line treatment and control facilities that receives and carries wastewater.

SANITARY SEWER OVERFLOW (SSO): Any overflow, spill, release, or discharge of untreated or partially treated wastewater from a sewer collection system, as defined in the most current WDR (as defined below).

SASD: Sacramento Area Sewer District.

SPSP AREA: The Sutter Pointe Specific Plan Area located within the COUNTY, as depicted on Exhibit A.

SPSP SEWER FACILITIES: The facilities described on Table 2.1 below and more particularly described on Exhibit B.

SEWER IMPACT FEE (FEE): Fee to pay for User's proportionate share of sewer capacity and associated costs, including conveyance, treatment, and discharge.

STANDARD OPERATING PROCEDURE (SOP): The published or prescribed typical methodology for operations of wastewater collection, conveyance, or treatment facilities.

TRUNK SEWER: A sanitary sewer other than an interceptor sewer (including pumping facilities and in-line facilities belonging to that sewer) that is designed to carry between 1 MGD and 10 MGD peak wet weather flow and receiving wastewater from two or more different Users.

USER: Any person or entity that discharges waste directly or indirectly to the sewer collection system, causes, or allows such discharge. For purposes of this Agreement, the term "User" shall also include the actual wastewater generators within the SPSP Area.

WASTEWATER: The liquid and water-carried wastes from dwellings, commercial buildings, industrial facilities, institutions, and other sources, whether treated or untreated, which enter or are permitted to enter the sanitary sewer. This term also includes ground, surface, and storm waters as may be present in the sewer system.

WASTEWATER SOURCE CONTROL SECTION (WSCS): A section within REGIONAL SAN that protects the SASD and REGIONAL SAN sewage collection and treatment facilities and the SPSP Sewer Facilities by controlling pollutant discharges to the sewer system. WSCS works to reduce the discharge of pollutants to the sewer by educating businesses and the general public on the waste reduction, management, and appropriate disposal.

WDR: Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003-DWQ, promulgated by the State Water Resources Control Board (SWRCB), and subsequent revisions.

SECTION 2: FACILITIES

A. POINT OF CONNECTION & POINT OF DEMARCATION

REGIONAL SAN will provide a Point of Connection to the Upper Northwest Interceptor at or near the intersection of West 6th Street and Elkhorn Boulevard in Rio Linda, California as shown in Exhibit B (attached hereto). REGIONAL SAN will accept sewer flows from the COUNTY at this point and convey said flows to REGIONAL SAN'S regional wastewater treatment plant for treatment and disposal. The Point of Demarcation between the SPSP Sewer Facilities and the REGIONAL SAN interceptor system is shown on Exhibit C (attached hereto).

B. SPSP SEWER FACILITIES

1. SPSP SEWER FACILITIES

For purposes of this Agreement, the "SPSP Sewer Facilities" are described on Table 2.1 below and in Exhibit B, attached hereto and incorporated by this reference.

Table 2.1 – SPSP Sewer Facilities

No.	
1	Collection & Trunk System (including lift stations)
2	Pumping Plant(s) – Phase 1 and Buildout, including a 3.0-acre site.
3	Force Main(s) to REGIONAL SAN System – Phase 1 and Buildout.
4	Odor Control System (if required)

2. DESIGN AND CONSTRUCTION OF SPSP SEWER FACILITIES

The SPSP Sewer Facilities shall be designed and constructed: (i) pursuant to plans and specifications approved by SASD and REGIONAL SAN, and (ii) in accordance with REGIONAL SAN standards and the most current SASD Standards and Specifications.

The cover sheets of all plan sets shall have approval/signature lines for REGIONAL SAN and SASD. Plan revisions shall require the approval of REGIONAL SAN and SASD. The COUNTY shall provide inspections and management of the construction of the SPSP Sewer Facilities; provided that, SASD and REGIONAL SAN shall also perform necessary capacity analysis, plan checking and inspections to verify conformity of the SPSP Sewer Facilities with SASD and REGIONAL SAN standards.

3. TIMING OF DESIGN AND CONSTRUCTION OF SPSP SEWER FACILITIES

The timing of the design and construction of the SPSP Sewer Facilities shall be determined by the COUNTY during the development entitlement process for the SPSP Area. COUNTY shall coordinate with REGIONAL SAN and SASD prior to commencement of any construction or phases of work.

4. COSTS OF SPSP SEWER FACILITIES

The COUNTY shall be responsible for all of the costs of the planning, design, inspection, and construction of the SPSP Sewer Facilities. SASD and REGIONAL SAN shall invoice the COUNTY on a time and materials basis for any costs incurred by SASD or REGIONAL SAN related to any sewer study review, capacity analysis, plan check or construction inspections performed by SASD or REGIONAL SAN in connection with the planning, design and construction of the SPSP Sewer Facilities and the COUNTY shall be responsible to reimburse SASD and REGIONAL SAN for such costs. The COUNTY shall be responsible for the costs of operation and maintenance (O&M) of the SPSP Sewer Facilities, as discussed in Sections 3 and 6 of this Agreement.

5. FINANCING OF SPSP SEWER FACILITIES

a. The COUNTY will develop a comprehensive infrastructure financing plan for the SPSP Area to account for the capital costs for all SPSP Sewer Facilities. Facility costs would be collected through either a Development Agreement with, or exaction from, the developers

b. The financing plan shall be designed in such a manner that REGIONAL SAN sewer impact fees are collected by the COUNTY from all Users that connect to the Sutter Pointe sewer system. The REGIONAL SAN sewer impact fees shall be paid to REGIONAL SAN pursuant to the payment schedule set forth in Table 6.1.

c. The COUNTY shall consider adoption of a development impact fee and reimbursement program that assures adequate long-term funding for the construction of all wastewater infrastructure facilities that shall be required to serve Sutter Pointe through build-out. In considering and acting on such impact fees and reimbursement program, the COUNTY shall follow the then current requirements of State law.

The fee and reimbursement program shall utilize a methodology that:

(1) Assures a fair share allocation and reimbursement of costs;

(2) Requires future developers to reimburse earlier developers who build excess capacity to serve the future developers' lands;

(3) Reserves capacity created by such facilities sufficient to serve the properties owned and/or controlled by the participating developer;

(4) Provides that reimbursement, credit and reserved capacity rights remain with the earlier developers unless otherwise agreed by the parties; and

(5) Provides for transfer of reimbursement, credit and reserved capacity rights to a third party by private agreement provided, however, that no private agreement shall or may authorize connection to any property that is outside of the SPSP service area. Further, once adopted, the program and the collection of impact fees, or an equivalent program for the collection of the costs of the construction of all wastewater infrastructure facilities, shall remain in full force and effect whether or not the COUNTY transfers its interest in the wastewater infrastructure system to a successor-in-interest for the time frame necessary to reimburse for the costs of the capacity. The COUNTY anticipates entering into a separate agreement with the developers within the SPSP Area to memorialize the adoption and implementation of such development impact fee and reimbursement program.

(6) SASD and REGIONAL SAN shall be provided an opportunity to review and comment on the proposed program prior to adoption.

d. The COUNTY will administer the fee and reimbursement program. Neither SASD nor REGIONAL SAN will participate in the administration of said program.

6. OWNERSHIP OF SPSP SEWER FACILITIES

The COUNTY shall own the SPSP Sewer Facilities upon their completion until such time that the COUNTY conveys its interest therein as pursuant to Section 2.C below, if the COUNTY ultimately elects to convey its interest in the SPSP Sewer Facilities.

C. TRANSFER OF SPSP SEWER FACILITIES

If, by mutual agreement, an SPSP Sewer Facility is transferred from the COUNTY to another service provider, a transfer agreement shall be prepared, including a description of the facilities and real property rights to be transferred, a description of transferred operation and maintenance responsibilities, and a description of the entity who will be responsible for any and all financial obligations contained in this Agreement related to the transferred facilities and the amount and payment times for the transferred obligation(s).

D. EASEMENTS AND RIGHTS OF WAY

REGIONAL SAN, SASD, and the COUNTY agree that each agency, as an agent of the other, shall be authorized to use each other's existing easements or rights-of-way as reasonably necessary to carry out provisions of this Agreement, unless precluded by law or by the terms of the grant of easement or right-of-way. In furtherance of the foregoing, COUNTY agrees that the COUNTY'S sewer easements shall permit SASD and REGIONAL SAN to operate and maintain the sewer system lying within said easement areas. If an easement or right-of-way is situated in a public street or highway, the laws of the State of California shall govern its joint usage in the absence of a specific agreement.

E. FACILITY MODIFICATIONS

Any physical modifications to REGIONAL SAN, SASD, or COUNTY facilities that could affect compliance with the current waste discharge requirements, NPDES permits, or other applicable standards, significantly change the rate of flow, or materially affect the O&M of any other REGIONAL SAN, SASD or COUNTY facility must be coordinated between and agreed to by all agencies.

SECTION 3: OPERATION AND MAINTENANCE

The boundaries of ownership, operation, and maintenance responsibility of the SPSP Sewer Facilities are at the Point of Demarcation, as described in Section 2.A and shown in Exhibit C.

A. OPERATION AND MAINTENANCE ACTIVITIES

It is understood that there is a potential for maintenance activities conducted by REGIONAL SAN, SASD, or the COUNTY to cause temporary operational impacts within each other's sewer systems. REGIONAL SAN, SASD, and the COUNTY shall work together to implement measures that mitigate or minimize operational impacts.

B. ACCESS TO FACILITIES

REGIONAL SAN, SASD, and the COUNTY shall allow reasonable access to each other's facilities, subject to the operational limitations of the facility owner. Access to REGIONAL SAN facilities shall be requested through the REGIONAL SAN access permit process, as described in the REGIONAL SAN Ordinance. A REGIONAL SAN representative can be contacted (24 hrs) at (916) 875-6730. Access to SASD facilities shall be requested through the SASD access permit process. A SASD representative can be contacted (24 hrs) at (916) 875-6730. Access to SPSP Sewer Facilities shall be coordinated with the County Public Works Director at (530) 822-7450.

C. ODOR AND CORROSION CONTROL

1. RESPONSIBILITY

Each agency is responsible for odor and corrosion control originating in the facilities they operate and maintain.

The COUNTY will be responsible for the initial or future installation of an odor control system if and when both the COUNTY and REGIONAL SAN determine such an odor control system is necessary to control odors originating from and caused by the SPSP Sewer Facilities. The COUNTY agrees that its consent to the installation of an odor control system shall not be unreasonably withheld.

2. AGENCY COORDINATION FOR ODOR RESPONSE

REGIONAL SAN, SASD and COUNTY shall coordinate responses to odor complaints near the Points of Demarcation.

When an agency receives an odor complaint, it shall:

(1) Investigate to identify possible sources of the odor complaint within a response time consistent with their standard operating procedures.

(2) If it is determined that the agency receiving the complaint is the responsible agency, it shall mitigate the odor issue as necessary to remedy the issue.

(3) If it is suspected that another agency may be responsible for the odor complaint, the agency receiving the complaint shall immediately contact such other agency.

(4) Until the responsible agency is agreed upon by REGIONAL SAN, SASD and the COUNTY, all agencies shall remain engaged in finding a solution and work collaboratively to resolve any odor issues.

D. DATA ACQUISITION

REGIONAL SAN, SASD, and the COUNTY may request existing data and information for planning, monitoring, and/or operational purposes from each other. This data and information (excluding any privileged data or information) shall be made available within a reasonable timeframe.

E. NON-PERMITTED DISCHARGE

REGIONAL SAN, SASD, and the COUNTY are responsible for controlling waste discharges into their system that are not permitted by the other agencies. REGIONAL SAN, SASD, and the COUNTY shall notify each other as soon as any agency becomes aware of any non-permitted discharges that enter the other agency's sewer. Ordinance enforcement shall be coordinated between REGIONAL SAN, SASD, and the COUNTY.

F. NOTIFICATION

Each agency shall notify the others through proper notification processes of any operational issues or any future operation or maintenance activities that may be detrimental to safe operations of each other's sewer system (see Section 12 for proper notice information).

The COUNTY shall follow requirements of the REGIONAL SAN Collection System Operations Notice (CSON) program for activities conducted in the COUNTY collection facilities that could impact REGIONAL SAN facilities, or the SRWTP. REGIONAL SAN agrees to provide a minimum of 48 hours' notice to the COUNTY for any planned activity that could impact the COUNTY or COUNTY infrastructure.

REGIONAL SAN, SASD, and the COUNTY shall notify each other immediately upon discovery of any prohibited activities or discharges as outlined in their respective ordinances or municipal codes.

As a condition of authorizing any temporary discharge of non-domestic wastewater to the sanitary sewer system, the COUNTY shall require dischargers to obtain approval from the REGIONAL SAN WSCS.

Notifications of any SSO's shall be in accordance with Sections 4 and 12 of this Agreement and all regulatory requirements.

G. OPERATION AND MAINTENANCE ACTIVITIES FOR SPSP SEWER FACILITIES

SASD shall provide O&M services to the COUNTY for the SPSP local sewer system. The COUNTY shall pay SASD for SASD's performance of O&M services (including repair and replacement as specified in Section 6.C below, permit acquisition, compliance and reporting as well as SSO response, mitigation, clean-up, and reporting) for all of the SPSP Sewer Facilities. SASD shall provide such O&M services to COUNTY consistent with SASD's normal and customary practices and standards. For such O&M service, the COUNTY shall pay SASD the same rates that SASD collects from its comparable users. Services and/or improvements to the SPSP Sewer Facilities and associated appurtenances in excess of those which are consistent with SASD's normal and customary practices and standards shall remain the responsibility of the COUNTY.

SASD shall provide said O&M services for a minimum of ten (10) consecutive years. On January 1 of year five of the contract term, and every following year, SASD and the COUNTY shall evaluate continuing O&M services. If SASD or the COUNTY (or any successor-in-interest) has provided the other party with written notice of its interest in terminating the O&M services, SASD and COUNTY (or any successor-in-interest) will meet and confer regarding the termination of O&M services being provided. The intent of this provision is to allow for a 5 year transition period once the notice of termination has been issued.

Should the parties agree that termination of O&M services by SASD and initiation of O&M services by the COUNTY (or any successor-in-interest) is in the collective best interests of both SASD and the COUNTY (or any successor-in-interest), then the parties shall prepare a mutually agreeable plan for transition of O&M responsibilities, including but not limited to allocation of the human resources and rolling stock serving the SPSP Area. To be effective the plan shall be approved by the respective boards of SASD and COUNTY not later than December 31st of year 5 (or any subsequent year). SASD and the COUNTY (or any successor-in-interest) agree that said approvals shall not be unreasonably withheld.

SECTION 4: SSO COORDINATION

A. INCIDENT OWNERSHIP

SASD shall provide SSO response, mitigation, clean-up and reporting for the SPSP Sewer Facilities. When an SSO is reported, the agency receiving the notification (either the COUNTY, SASD or REGIONAL SAN) shall notify SASD. SASD shall investigate the SSO and take all appropriate steps to respond in accordance with SASD's SSO Standard Operating Procedures (SOP). If it is determined that another agency is the responsible party, a transfer of the incident shall be made by calling the other agency's point of contact (Section 12). The responsible agency shall assume the Incident Responder role as soon as they are contacted. Date and time of changes in Incident Responder shall be communicated verbally and documented by both initial and relieving Incident Responders.

If COUNTY personnel are notified or become aware of an SSO, the COUNTY shall notify SASD. If onsite, the COUNTY shall take appropriate action to ensure the public is kept a safe distance from the SSO and remain onsite until the Incident Responder arrives. If it is determined that the SSO has occurred from a private wastewater system, then the COUNTY's Public Health Division shall become the Incident Responder after notification from SASD.

As the Incident Responder, SASD and REGIONAL SAN agree to take initial measures to contain and minimize a spill. To the extent that staff in one agency can help the other agency without jeopardizing the functioning of their own systems, these efforts shall continue until the Responsible Agency has mobilized to the site with necessary equipment and personnel to continue SSO abatement.

Once notified, the Responsible Agency agrees to mobilize all necessary equipment and personnel in a timely manner.

B. SSO RESPONSIBILITY

The agency with O&M responsibility for a particular facility is also responsible for controlling and correcting SSO's originating in that facility. An agency's assumption of the role of Incident Responder, with respect to an SSO, shall not alone make the agency responsible for the SSO.

C. SSO REPORTING

In accordance with the State Wastewater Discharge Requirements (WDR), the COUNTY owned SPSP Sewer Facilities will require a separate Waste Discharger Identification (WDID) number. SASD intends to meet the WDR Sewer System Management Plan (SSMP) requirements for SPSP by reference to SASD's existing SSMP. The agency with O&M responsibility for a particular facility in which an SSO originated shall report their SSO in accordance with the most current regulations.

SECTION 5: PLANNING COORDINATION

A. CAPACITY PLANNING

Capacity demands may change depending on future development needs. Each agency shall coordinate pertinent planning changes to ensure that sewer service needs are met.

B. CAPACITY DEMANDS/LIMITATIONS FOR SPSP AREA

Table 5.1 below sets forth the proposed land uses and maximum flows to be discharged by the COUNTY into the REGIONAL SAN system from the SPSP Area.

Table 5.1 Maximum Wastewater Flows

Estimated Acres			Maximum Flow Rates	
Residential Land Uses	Commercial / Industrial Land Uses	**Total**	Average Dry Weather Flow, mgd	Peak Wet Weather Flow, mgd
4,106.2	**3,421.4**	**7,527.6**	**11.22**	**23.1**

REGIONAL SAN shall collect, convey, treat, and dispose of the SPSP Area's wastewater up to the maximum flows identified in Table 5.1 above. Unless approved otherwise in writing by REGIONAL SAN, COUNTY shall limit the discharge into the REGIONAL SAN system to the maximum flows identified in Table 5.1 above. The COUNTY shall construct, or cause to be constructed, all collection and conveyance systems needed to safely and efficiently transfer wastewater flow from the SPSP Area to REGIONAL SAN's Point of Connection. At the request of

the COUNTY, REGIONAL SAN shall evaluate available capacity in its conveyance and treatment facilities to provide service in excess of flow rates identified in Table 5.1 after first providing for Users within REGIONAL SAN's existing Service Area.

The COUNTY may deviate from the land use designations identified in Table 5.1 without REGIONAL SAN's and/or SASD's approval so long as the deviation does not have a material adverse effect on REGIONAL SAN's and/or SASD's systems.

Any increase in service to the SPSP Area above the flow rates shown in Table 5.1 shall be the subject of a future agreement mutually agreed upon by the parties hereto.

COUNTY Users shall be located within the SPSP Area. REGIONAL SAN shall include the planned and approved sewer capacity demands of the SPSP Area in any sewer capacity evaluation in order to ensure that sewer capacity demands of the SPSP Area are met.

C. PLANNING UPDATES

REGIONAL SAN, SASD, and the COUNTY shall coordinate with each other prior to creating or making changes to facilities that impact the connections to each other's systems. Any increase in sewer capacity for the SPSP Area above the flow rates set forth in Table 5.1 requires approval from the REGIONAL SAN and SASD.

SECTION 6: FINANCIAL CONSIDERATIONS

A. ACCOUNTING AND BILLING

REGIONAL SAN, SASD, and the COUNTY agree to maintain records that confirm billing and transfers of billed amounts representative of the number of users being provided service and to make records available upon request. The COUNTY agrees to inform SASD and REGIONAL SAN on a monthly basis of the names, addresses, and Users/Customers who are connected with their respective facilities.

The COUNTY shall remit REGIONAL SAN Fees to REGIONAL SAN and remit monthly rates to REGIONAL SAN and SASD on a semi-annual basis (twice a year) as follows:

Table 6.1 – Payment Schedule

Period Covered	Payment due no later than
July 1 through December 31	January 30
January 1 through June 30	July 31

The COUNTY is responsible for all costs associated with billing, collection, and transmittal of Impact Fees and Rates.

B. RATES AND FEES

1. REGIONAL SAN RATES & FEES

The COUNTY shall collect Rates and Fees from its Users. Properties located in the SPSP Area which have sewers connected to the REGIONAL SAN sewer system shall be subject to prescribed Rates and Impact Fees for use and connection to the REGIONAL SAN sewer system. These Rates and Impact Fees are governed by the REGIONAL SAN Ordinance and adopted by its Board.

The COUNTY shall pay 100% of REGIONAL SAN's Rates for the Users that are connected to the REGIONAL SAN sewer system. The COUNTY shall pay 100% of REGIONAL SAN's Impact Fees for the Users that connect to the REGIONAL SAN sewer system.

In order for COUNTY to comply with the requirements of Proposition 218 as it relates to the COUNTY's Users, REGIONAL SAN shall use its best efforts to notify COUNTY of REGIONAL SAN's consideration of any proposed change to its impact fees or user charges in sufficient time to allow COUNTY to complete its Proposition 218 compliance requirements relating to corresponding changes in COUNTY's impact fees and rates prior to REGIONAL SAN changing its impact fees or rates. The COUNTY shall be responsible for notifying the COUNTY Customers of COUNTY proposed fee changes, as appropriate, or rate changes in accordance with Proposition 218 requirements, as may be applicable.

The COUNTY shall collect all rates and fees from its Customers, except any Industrial Pretreatment Program rates or fees. REGIONAL SAN's Industrial Pretreatment Program rates or fees shall be collected directly by the REGIONAL SAN Industrial Pretreatment Program, as described in Section 8.C below. Notwithstanding the foregoing, the rates and impact fees paid by the COUNTY to REGIONAL SAN shall be the same as all other comparable existing users of REGIONAL SAN pay for similar service in accordance with REGIONAL SAN's ordinances.

2. SASD RATES & FEES

For providing of O&M services, the COUNTY shall pay 100% of SASD's Rates for their Customers that are connected to the SPSP Sewer Facilities. SASD's Rates include a component for repair and replacement of the SPSP Sewer Facilities as is described more particularly in Section 6.C below.

No impact fees will be paid to SASD. As such, the cost to construct any impact fee funded sewer facilities will not be reimbursed by SASD.

In order for COUNTY to comply with the requirements of Proposition 218 as it relates to the COUNTY's Customers, SASD shall use its best efforts to notify COUNTY of SASD's consideration of any proposed change to its rates in sufficient time to allow COUNTY to complete its Proposition 218 compliance requirements relating to corresponding changes in COUNTY's user charges prior to SASD changing its rates. The COUNTY shall be responsible for notifying

the COUNTY Customers of COUNTY proposed rate changes in accordance with Proposition 218 requirements, as may be applicable.

The COUNTY shall collect all rates from its Customers. Notwithstanding the foregoing, the rates paid by the COUNTY to SASD shall be the same as all other comparable existing users of SASD pay for similar service in accordance with SASD ordinances.

3. MUTUAL AID REIMBURSEMENT

The COUNTY shall make payments associated with the COUNTY receiving services from REGIONAL SAN and/or SASD for Emergency Mutual Aid to the extent the COUNTY is responsible for such payments as provided elsewhere in this Agreement. Prior to the COUNTY being required to make any payments as provided in the preceding sentence, REGIONAL SAN and/or SASD, as applicable, shall first be required to provide the COUNTY with reasonable back-up documentation substantiating such expenditures. To the extent the COUNTY has provided services to REGIONAL SAN and/or SASD for either (1) Emergency Support, or (2) Emergency Mutual Aid for which either agency is responsible pursuant to the terms hereof, the COUNTY shall be entitled to take credits against other sums owing to such agencies under this Agreement.

Notwithstanding the foregoing, prior to the COUNTY being entitled to credits as provided in the preceding sentence, the COUNTY shall first be required to provide REGIONAL SAN and/or SASD, as applicable, with reasonable back up documentation substantiating any expenditures for which the COUNTY asserts it is entitled credits, and in the event any party objects to another party's determination of either the nature or amount of such credits the parties shall meet and confer to resolve any disagreement prior to the COUNTY being entitled to take any such credits against any sums owing to either REGIONAL SAN and/or SASD under this Agreement.

4. COUNTY ELECTION TO ASSUME O&M RESPONSIBILITIES

If the COUNTY elects to assume the O&M responsibilities for the SPSP Sewer Facilities, the COUNTY and SASD shall meet and confer to discuss the transition of providing O&M services, as well as to determine what portion of the collected rate, or rates to be collected, shall be reimbursed to the COUNTY or SASD, as applicable.

The parties acknowledge and agree that it is their intention that in the event of such an assumption by the COUNTY: (i) the COUNTY be reimbursed its fair share portion of the SASD Rate allocated to repair and replacement of the SPSP Sewer Facilities that has been collected but not then used by SASD at the time of such assumption; and (ii) SASD be reimbursed its fair share portion of future SASD Rates allocated to the O&M of the SPSP Sewer Facilities to be collected by the COUNTY to offset expenditures incurred by SASD for activities necessary for proper operation for the initial startup of the SPSP Sewer Facilities performed by SASD to the extent such expenditures were not previously recouped by SASD.

C. REPLACEMENTS AND REPAIRS

After construction, testing, and acceptance of the SPSP Sewer Facilities by COUNTY, SASD shall be responsible for the repair and replacement of the SPSP Sewer Facilities as part of SASD's O&M responsibilities unless and until the COUNTY elects to assume such O&M responsibilities. Furthermore, the SASD Rate includes a component thereof allocable to repair and replacement of the SPSP Sewer Facilities. Upgrades, changes or betterments to facilities for purposes of increasing capacity of the SPSP Sewer Facilities shall be the responsibility of the COUNTY if such are not included in the fees and rates paid to SASD and REGIONAL SAN. SASD and REGIONAL SAN agree not to initiate work and/or bill the COUNTY for upgrades, changes and/or betterments to the SPSP Sewer Facilities without prior written consent form COUNTY.

D. WASTEWATER SOURCE CONTROL PROGRAMS

Currently, REGIONAL SAN administers mandated Federal Pretreatment Programs and local source control programs. Subject to applicable approval requirements of each agency, the District Engineer and COUNTY Public Works Director may enter into agreements covering the reimbursement to the COUNTY or REGIONAL SAN for the COUNTY's or REGIONAL SAN'S fair and reasonable share of their respective staff time and resources dedicated to the administration of their respective source control programs.

E. OTHER COSTS

Subject to each agency's approval requirements, REGIONAL SAN, SASD, or the COUNTY may enter into future agreements to reimburse costs for other services provided. Expenses chargeable for services provided shall be fixed in nature and shall provide full reimbursement for all costs, whatever the nature, incurred in providing such services. The agency providing the services shall be entitled to recover actual loaded rate costs.

F. AUDITS

Regional San, SASD, and the COUNTY have the authority to audit, or appoint auditors, as necessary to examine the financial records of the other agencies to determine if rates and fees have been correctly and timely collected and remitted by the other agency in accordance with the terms of this agreement. Regional San, SASD and the CITY will make available all requested records and will assist the auditors in their efforts.

SECTION 7: EMERGENCY MUTUAL AID

A. EMERGENCY MUTUAL AID

COUNTY, SASD and REGIONAL SAN may provide emergency mutual aid to each other. To the extent that staff in one agency can help the other agency without jeopardizing the functioning of their own systems, both agencies shall share staff and resources for the benefit of

the Sacramento Area and the SPSP Area. The recipient of the services shall reimburse the provider of the services pursuant to Section 6 of this Agreement.

B. RESOURCES

When resources are loaned by one agency to another, the provider shall keep records for the labor hours, equipment, and expenses incurred.

SECTION 8: ADHERENCE TO REGULATIONS

A. APPLICABLE LAWS AND REGULATIONS

REGIONAL SAN, SASD, and the COUNTY agree to operate all facilities in conformance with all pertinent ordinances, laws and regulations.

B. REGIONAL SEWER ORDINANCE

REGIONAL SAN's ordinances regulate the use of public sewers, and may be amended as required. The COUNTY code shall ensure that all discharges to the public sewer system comply with applicable REGIONAL SAN ordinance and prohibit the discharge of any substance prohibited by the REGIONAL SAN ordinance. The COUNTY code shall also allow enforcement by REGIONAL SAN of the provisions in the REGIONAL SAN ordinance that relate to pretreatment of industrial wastes.

C. WASTEWATER DISCHARGE PRETREATMENT PROGRAM

The REGIONAL SAN Wastewater Source Control Section shall issue wastewater discharge permits under the REGIONAL SAN Pretreatment Program to users within the SPSP Area. The COUNTY shall grant access to its sewer system to REGIONAL SAN for the purpose of administering the Pretreatment Program.

SECTION 9: COUNTY'S SUCCESSOR IN INTEREST

If the SPSP Area becomes an incorporated city, then the COUNTY may assign its duties and obligations under this Agreement, to the successor city or other public service provider which must fully assume said duties and obligations. Upon full assumption of such duties and obligations by the successor city or other public service provider, REGIONAL SAN and SASD shall release the COUNTY from such duties and obligations subject to the conditions set forth in this Section 9.

Should the COUNTY form a county service area, community services district or other public service provider to provide sewer service within the SPSP Area, then the COUNTY may assign its duties and obligations under this Agreement to said service provider which must fully assume such duties and obligations.

The COUNTY may assign its duties and obligations under this Agreement, to a successor privately owned PUC regulated service provider, then said successor must fully assume said duties and obligations. Upon full assumption of such duties and obligations by the successor public or privately owned PUC regulated service provider, REGIONAL SAN and SASD shall release the COUNTY from such duties and obligations subject to the conditions set forth in this Section 9.

Any assignment by the COUNTY of any duties and obligations under this Agreement, or successors in interest of the COUNTY, must be preapproved by REGIONAL SAN and SASD. REGIONAL SAN and SASD agree that their preapproval shall not be unreasonably withheld. Upon REGIONAL SAN and SASD approval, REGIONAL SAN and SASD shall release the COUNTY from such duties and obligations.

SECTION 10: COOPERATION IN COMPLIANCE WITH CEQA

The COUNTY, REGIONAL SAN, and/or SASD agree to mutually cooperate with one another in any CEQA proceedings arising out of or in connection with implementing this Agreement.

SECTION 11: FUTURE ANNEXATION

This Agreement does not constitute a pre-annexation agreement between the parties.

Nothing in this Agreement precludes any party from processing all legally required applications and approvals and taking all legally required steps for annexation of the SPSP Area into REGIONAL SAN and/or SASD.

Notwithstanding the foregoing, upon agreement by the parties to mutually cooperate in seeking annexation of the SPSP Area into REGIONAL SAN and/or SASD, the parties shall enter into an annexation agreement which shall set forth the parties' respective obligations and rights associated with processing all legally required applications and approvals and taking all legally required steps for annexation of the SPSP Area into REGIONAL SAN and/or SASD, as appropriate, including, without limitation, processing an application to LAFCO to amend the sphere of influence for REGIONAL SAN and/or SASD to enable annexation of the SPSP Area into REGIONAL SAN and/or SASD, as applicable. Any annexation of the SPSP Area into REGIONAL SAN and/or SASD shall comply with all laws and requirements related thereto, including, without limitation, any and all CEQA requirements. Furthermore, in the event of any such annexation of the SPSP Area into REGIONAL SAN and/or SASD, if necessary the parties shall enter into an amendment to this Agreement to modify this Agreement as appropriate with respect to any impacts any such annexation may have on the parties' other rights and obligations hereunder.

SECTION 12: NOTICE

Unless indicated otherwise herein, all notices, invoices, payments, statements, or other writing authorized or required by this Agreement may be delivered personally, or sent in the United States mail, postage prepaid, or sent by electronic mail if the recipient confirms receipt, and addressed to the respective parties as follows:

To COUNTY:

Development Services Director
1130 Civic Center Blvd.
Yuba City, CA 95993
(530) 822-7450

To SASD:

District Engineer
SASD
10060 Goethe Road
Sacramento, CA 95827
(916) 876-6000

To REGIONAL SAN:

District Engineer
Regional San
10060 Goethe Road
Sacramento, CA 95827
(916) 876-6000

SECTION 13: MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless REGIONAL SAN and SASD, their respective Boards of Directors, officers, directors, agents, employees, volunteers, assigns, consultants, and contractors from and against all demands, claims, actions, liabilities, losses, damages, costs, including, without limitation, reasonable attorneys' fees, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations (collectively, "Costs"), to the extent arising out of or resulting from the negligent or intentional acts or omissions of the COUNTY, its COUNTY Board of Supervisors, officers, directors, agents, employees, assigns, consultants, contractors, or volunteers in connection with this Agreement.

To the fullest extent permitted by law, REGIONAL SAN and SASD shall each defend, indemnify, and hold harmless the COUNTY, its COUNTY Board of Supervisors, officers, directors, agents, employees, volunteers, assigns, consultants and contractors from and against all Costs, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the REGIONAL SAN, SASD, or their respective Board of Directors, officers, directors, agents, employees, assigns, consultants, contractors, or volunteers in connection with this Agreement.

It is the intention of REGIONAL SAN, SASD, and the COUNTY that, where comparative fault is determined to have been contributory, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, consultants, contractors and volunteers.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

SECTION 14: INSURANCE

Each party, at its sole cost and expense, shall carry insurance or shall self-insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or equivalent programs or self-insurance for general liability, worker's compensation, property, professional liability, environmental liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other party thirty (30) days' advance written notice of any change, cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

SECTION 15: DISPUTE RESOLUTION

If the parties cannot agree how to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof, either party may request that the parties engage in mediation or other alternative dispute resolution process to resolve the matter.

SECTION 16: AMENDMENTS

Modifications or amendments affecting this Agreement shall be in writing and executed by all parties.

SECTION 17: ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between REGIONAL SAN, SASD, and the COUNTY concerning the subject matter hereof.

SECTION 18: AGREEMENT TERM

This Agreement shall become effective on the date hereof and shall continue in full force and effect until terminated or amended upon mutual consent of REGIONAL SAN, SASD, and the COUNTY.

SECTION 19: NO AGENCY

Except as otherwise expressly provided in this Agreement, no party, nor any of its officers, agents, or employees, volunteers, consultants or contractors, shall for any reason be considered agents, nor authorized to act as agents of another party hereto, with respect to the performance of this Agreement.

SECTION 20: MEET AND CONFER

The COUNTY, SASD and REGIONAL SAN agree to meet and confer on a periodic basis to review the overall operations of the SPSP Sewer Facilities, to discuss issues of concern to the parties relating to service from SASD and REGIONAL SAN, and to review the terms and conditions of this Agreement to determine if changes thereto are warranted due to changes in circumstances over time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year hereinabove first written.

SACRAMENTO AREA SEWER DISTRICT and SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, sanitation districts formed pursuant to and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700

APPROVED:
By:

District Engineer

APPROVED AS TO FORM:
By:

District Counsel

ATTEST:
By:

Clerk of the Board of Supervisors of Sacramento County, California, and Ex-Officio Secretary of the Board of Directors

By:

Chair, Board of Directors

SUTTER COUNTY,
a political subdivision of the State of California

APPROVED:
By:

Development Services Director

APPROVED AS TO FORM:
By:

County Counsel

ATTEST:
By:

County Clerk

By:

County Administrative Officer

EXHIBIT A

Map Depicting SPSP Area

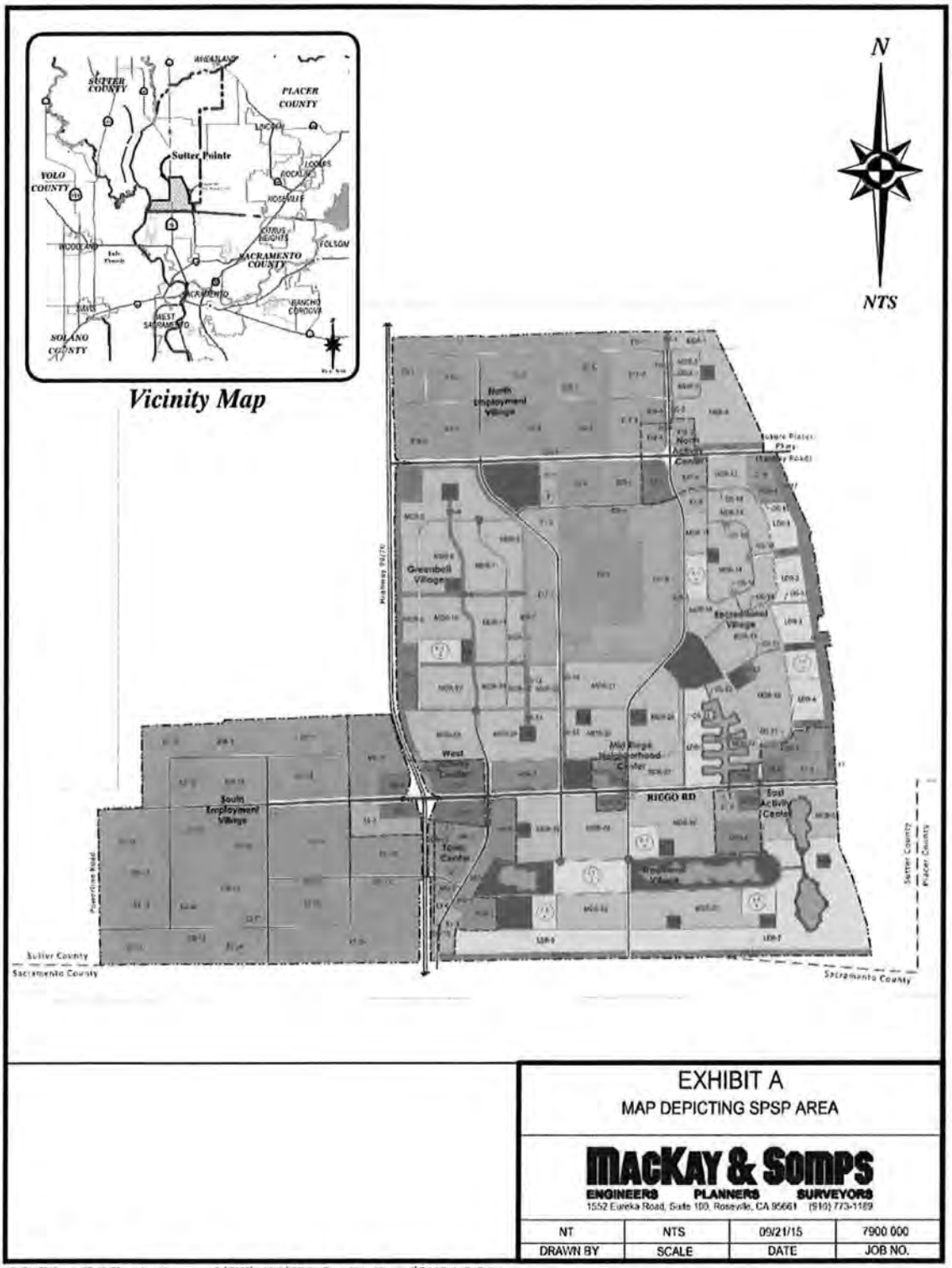


EXHIBIT B

Description of SPSP Sewer Facilities

The sewer facilities to be constructed with the Sutter Pointe Specific Plan are generally described in the Sewer Master Plan for the Sutter Pointe Specific Plan prepared by Mackay & Somps Civil Engineers, dated June 18, 2008, and as shown herein. These facilities are generally summarized below as follows:

1. **Collection & Trunk System**
   a. Approximately 180,000 lineal feet of backbone gravity sewer collection and trunk sewer system (8-inch to 48-inch diameter), and associated appurtenances;
   b. An undetermined quantity of "in-tract" and "on-site" gravity sewer collection system, sufficient to serve full buildout of the SPSP Area, and associated appurtenances;
   c. Approximately ten (10) sewer lift stations (1.0± to 7.0± MGD PWWF), and associated appurtenances; and
   d. Approximately 24,000 lineal feet of sewer force mains (8-inch to 21-inch diameter), and associated appurtenances.
2. **Pumping Plant(s)**
   a. Phase 1
      i. Pump Station #1 (1.5± MGD PWWF), 11,500± lineal feet of 12-inch diameter force main from Pump Station #1 to Pump Station #2, and associated appurtenances; and
      ii. Pump Station #2 (2.5± MGD PWWF) and associated appurtenances.
   b. Build Out
      i. Central Pumping Plant (23.1± MGD PWWF) on a 3± acre site with potential future storage facility and associated appurtenances.
3. **Force Main(s) to REGIONAL SAN System**
   a. Phase 1
      i. Approximately 37,000 lineal feet of 14-inch diameter force main from Pump Station #2 to Point of Demarcation, connection to REGIONAL SAN's UNWI, and associated appurtenances.
   b. Build Out
      i. Approximately 49,000 lineal feet of dual force mains (18-inch and 24-inch diameter) from the future Central Pump Station to the Point of Demarcation, connection to REGIONAL SAN's UNWI, and associated appurtenances.
4. **Odor Control System**
   a. An odor control system (if and when such an odor control system is deemed necessary to control odors originating from and caused by the SPSP Sewer Facilities).

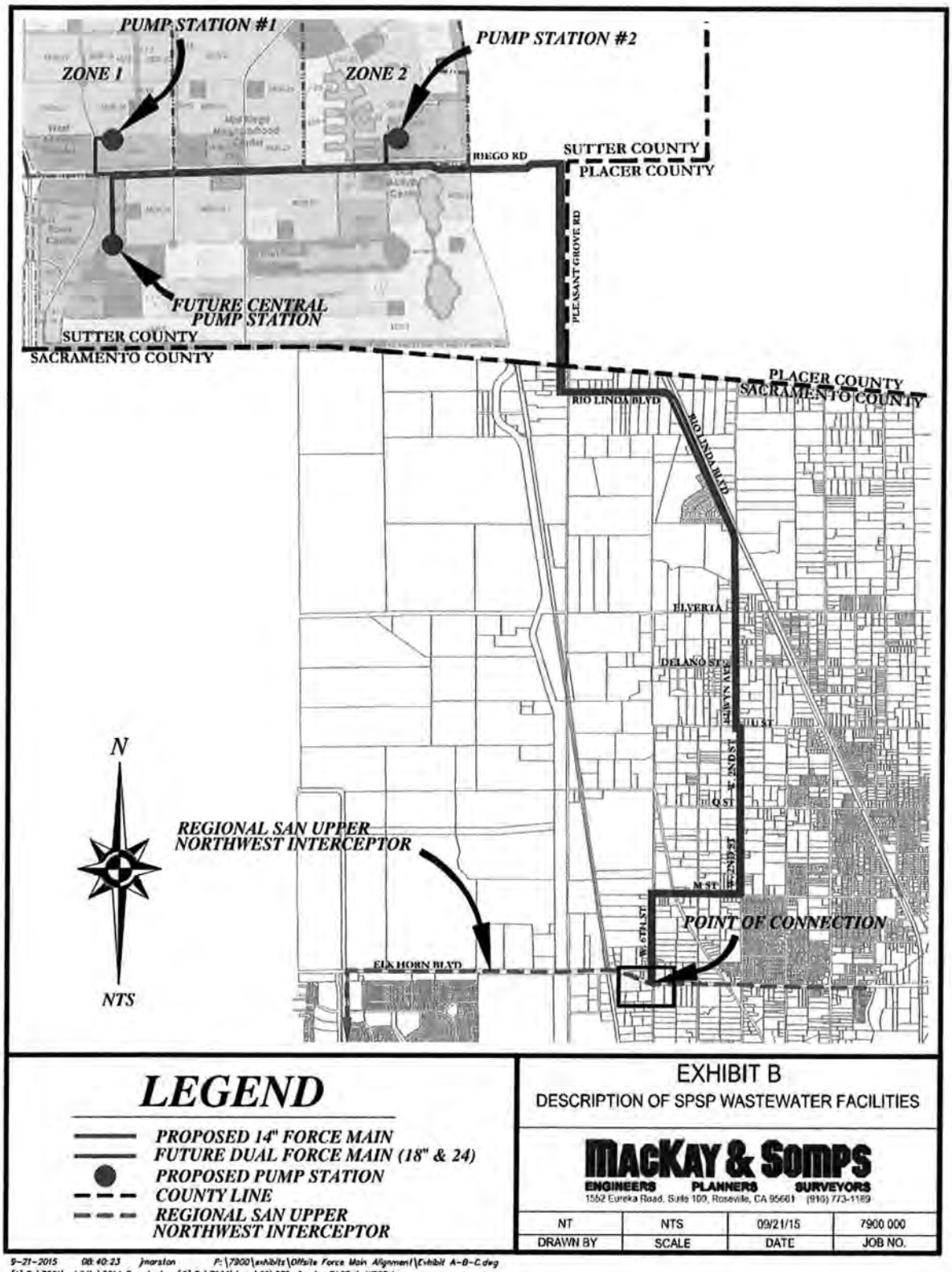
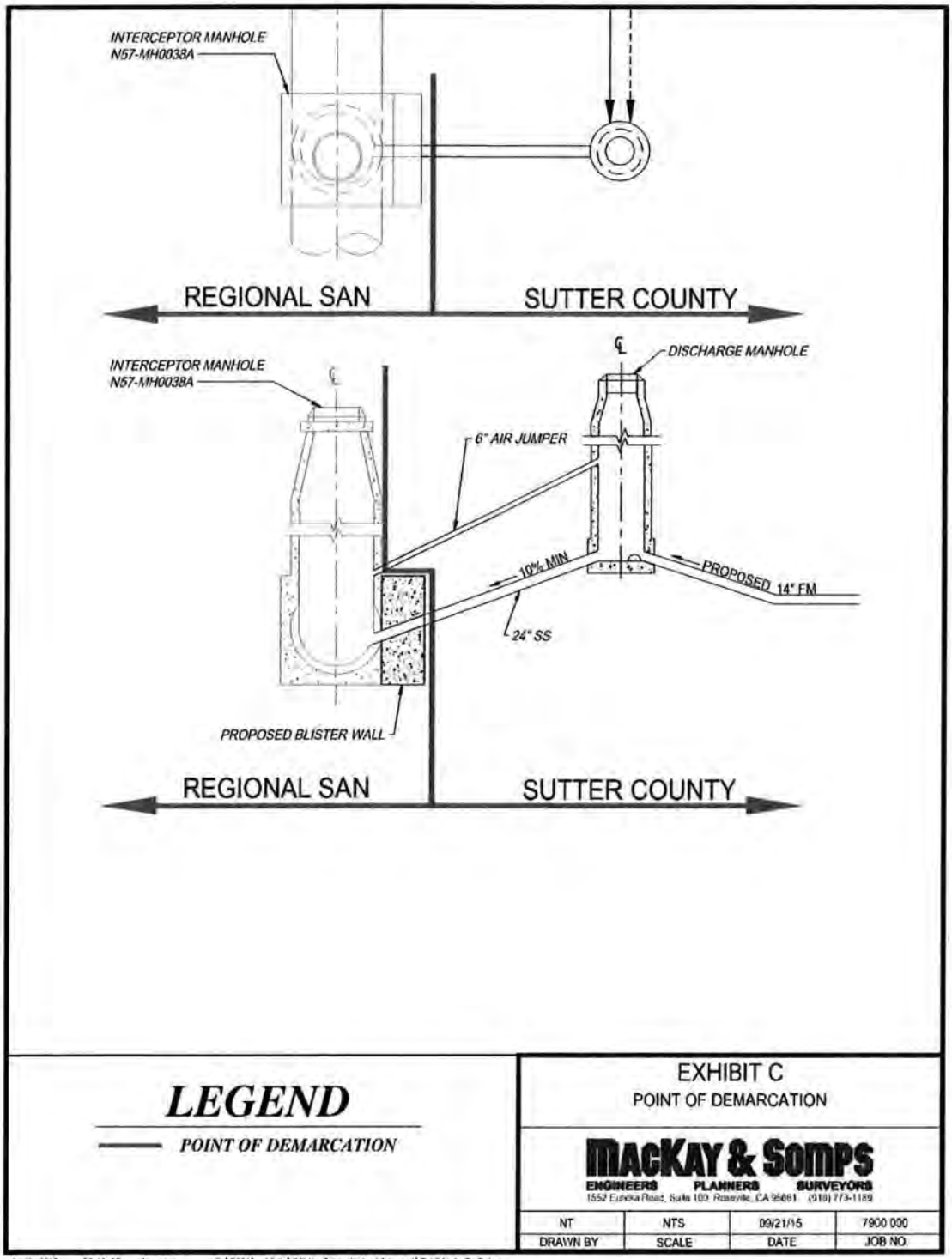

PUMP STATION #1
PUMP STATION #2
ZONE 1
ZONE 2
RIEGO RD
SUTTER COUNTY
PLACER COUNTY
PLEASANT GROVE RD
FUTURE CENTRAL PUMP STATION
SUTTER COUNTY
SACRAMENTO COUNTY
PLACER COUNTY
SACRAMENTO COUNTY
RIO LINDA BLVD
RIO LINDA BLVD
ELVERTA
DELANO ST
HWY 99
2ND ST
Q ST
M ST
W 6TH ST
ELK HORN BLVD
N
NTS
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
POINT OF CONNECTION
LEGEND
PROPOSED 14" FORCE MAIN
FUTURE DUAL FORCE MAIN (18" & 24)
PROPOSED PUMP STATION
COUNTY LINE
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
EXHIBIT B
DESCRIPTION OF SPSP WASTEWATER FACILITIES
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189
NT | NTS | 09/21/15 | 7900 000
DRAWN BY | SCALE | DATE | JOB NO.
9-21-2015 08:40:23 jmorston P:\7900\exhibits\Offsite Force Main Alignment\Exhibit A-B-C.dwg
[1] P:\7501\exhibits\2014 Parcels.dwg [2] P:\7900\topo\00\C3D_Combo EAST & WEST.dwg

EXHIBIT C

Map Depicting Point of Demarcation



Lakeside at Sutter Pointe Phase 1

Level 3 Sewer Study

Prepared For:

Lennar Homes-Winn Communities

February 22, 2020

Prepared By:



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C Street, Bldg. 100-B Tel: 916.341.7760
Sacramento, CA 95816 Fax: 916.341.7767

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Appendices

Appendix A: Large Lot Tentative Map, Small Lot Tentative Map Phase 1 Overall, Small Lot Tentative Map Phase 1 Sheet 1, Small Lot Tentative Map Phase 1 Sheet 2. Wastewater Service by Contract and Operating Agreement Between the Sacramento Regional County Sanitation District, the Sacramento Area Sewer District, and Sutter County, Contract No. 50000124

1.0 Executive Summary

1.1 Purpose Statement

This sewer study was prepared to provide Level 3 Sewer Study support documentation for Lakeside at Sutter Pointe Phase 1 (Project). This study was prepared to provide design level support documentation that forms the basis for preliminary design, entitlements and processing through the County of Sutter (County), Sacramento Area Sewer District (SASD) and all affected agencies.

This study will demonstrate that the proposed sewer system can meet or exceed Sutter Pointe Specific Plan and SASD's design criteria. Development phasing was considered in this analysis and Phases 2 and 3 are designed to a Level 2 Sewer Standard as the Small Lot Tentative Maps are not prepared for these portions of the Project. Flow rates as presented in this narrative are Peak Wet Weather Flows (PWWF).

1.2 Project and Regional Sewer Characteristics

Project and Study Background

The Project will consist of mixed land use and densities which are identified as; low-density residential, medium density residential, medium-high density residential, school, parks, and water quality basin land uses. The Project site is located at the border of Sutter and Sacramento County, north of Riego Road and west of Natomas Road. The project is covered by the *"Wastewater Service by Contract and Operating Agreement Between the Sacramento Regional County Sanitation District, the Sacramento Area Sewer District, and Sutter County, Contract No. 50000124"* dated April 26, 2017 (Contract).

The methodology used in this study is consistent with the SASD and County of Sutter design standards. The total acreage to be served is approximately 873.5 acres, 818.6 acres of it contribute sewer flow. The project generates approximately 6487 equivalent single-family dwelling units (ESDs) yielding an on-site peak wet weather design flow (PWWF) of 4.436 MGD for all of Lakeside at Sutter Pointe.

The site terrain will allow for a gravity sewer system to service the project area up to the proposed lift station. The overall site will ultimately discharge into a 14-inch force main line within Riego Road that will be constructed prior to construction of the Sutter Pointe Phase 1 development. This force main will tie into the existing system at the corner of West 6th and West Elkhorn in Rio Linda.

The sewer lift station will be constructed with Phase 1 of the project, with Phases 2 and 3 following after. No interim facilities are anticipated for this project.

1.3 Findings

The proposed Project sewer system will gravity drain to a proposed sewer lift station at the southern end of the project. From there it will be pumped roughly 7 miles to existing facilities in Rio Linda. The system does not exceed the flows agreed upon in Table 5.1 of the Contract.

2.0 Introduction

2.1 Level of Study

The sewer system analysis presented in this study is intended to provide a detailed design of the trunk and lateral collection system for the Project development as well as the collector pipes and manhole details for all major manholes. This study is being submitted to Sutter County and SASD as a Level 3 Study, with Phases 2 and 3 included as a Level 2 Study. This study will ensure that the proposed sewer lines will be designed appropriately to meet or exceed the SASD Design Criteria. A Level 3 Sewer Study is appropriate for the entitlement process to accurately define the proposed facilities.

2.2 Location

The Project is located at the boundary of Sutter, Placer, and Sacramento County but within Sutter County and the General Plan area. The Project in full encompasses 873.5, of which 386.2 acres belongs to Phase 1. The Project site is located north of Riego Road to the immediate east of Natomas Road.

2.3 Topography

The existing site's topography is generally flat and is characterized by its agricultural land use. The existing ground elevations range from elevation 25-feet to 40-feet (NAVD 88) and generally slope from northeast to southwest. Existing Site topography is shown on the Preliminary Grading Plan, included as **Exhibit D**.

The adjacent lands to the north, east and south are very similar in nature, consisting of relatively flat agricultural and rural residences.

2.4 Detail Description

The Planning Areas of the Lakeside at Sutter Pointe Phases 2 and 3 Project will be conceptually served by pipes sized between 8 and 24 inches based upon the flow of the tributary area. Individual services from homes will flow to sewer piping within the public streets which will progressively network into larger unified lines. As smaller sewer sheds combine, they will feed tributary sewer mains located in collector streets. Primary trunk lines will be placed along the proposed Street 1 to collect the tributary lines within the Sutter Pointe Phase 1 property.

The trunk sewer will then flow into a Lift Station which will then pump the flow into a 14" force main, approximately 7 miles in length. This backbone is between 18 and 24 inches in diameter to accommodate the estimated flows of this project as well as the flows generated by Phases 2 and 3. The sewer system within Lakeside at Sutter Pointe will be constructed in phases starting with the south end near Riego Road to serve the first phase of the project which will be serviced by the Lift Station. Further development should happen from south to north to accommodate the sewer serve needs as Sutter Pointe Phase 1 builds out.

2.5 Land Use and Zoning

The existing land use contains elements of agricultural a rural residential land use. The Project is a proposed multi-use development of approximately 873.5 acres located within the County of Sacramento. Phases 2 and 3 encompass 487.3 acres of Lakeside at Sutter Pointe, Phase 1 encompasses 386.2 acres. A total of 54.9 acres of Lakeside at Sutter Pointe are open space deeded to the County and do not contribute sewer flow. 40.3 acres of open space are in Phase 1, the remainder is in Phases 2 and 3.

Appendix A includes the Large Lot Tentative Map for the entirety of Lakeside at Sutter Pointe and the Small Lot Tentative Map for Phase 1 which provides a preliminary project layout.

The Project will provide a variety of housing types and densities, including traditional lots and "I-court" lots for the medium density residential (MDR) lots. In addition to residential uses, the Project will also include parks, detention basins, an elementary school, open space, pedestrian pathways, commercial lots, employment centers and landscaping into the overall design. The project is generally consistent with the Sutter Pointe General Plan with some minor proposed amendments and the Small and Large Lot Tentative Maps. A land use summary for the project is shown on Table 1.

Table 1: Lakeside at Sutter Pointe Proposed Land Use

Land Use	Total Acreage	Phase 1 Acreage	Units (Phase 1 only)
Low Density Residential (LDR)	240.9	102.1	440
Medium Density Residential (MDR)	361.7	127.3	745
High Density Residential (HDR)	21.4	10.3	206
Park (P)	61.3	35.6	-
Employment Center/Commercial	71.1	39.6	-
Schools (ES/HS)	16.0	0	-
Open Space/Water Quality Basins*	54.9	40.3	-
Right-of-Way	45.7	30.5	-
Pump Station	0.5	0.5	-
Total	**873.5**	**386.2**	**1491**

*Open Space/Water Quality Basin lots deeded to County don't contribute to sewer flow

3.0 Design

The Sewer Study consists of calculating the sewer flows and designing the sewer system that would service the site. Flows for design were based on the SASD design standards and the land use categories shown on the tentative maps and the hydraulics based on Sacramento Area Sewer District design standards.

3.1 Assumptions

The following assumptions were used as part of this study:

- On-site sewer flows will be pumped via a sewer lift station and will be designed at a later date. The force main will be approximately 7 miles.
- Groundwater is assumed to be high in the project area and will be confirmed through future geotechnical studies for the Project. If groundwater is present, dewatering, trench dams and other measures will be incorporated into the final design as necessary
- There will be no upstream development or significant increase in on-site densities that will affect the planned on-site or off-site sewer facilities.
- Open Space Lots deeded to a conservancy do not contribute to sewer flows.

3.2 Approach

The following approach was used to calculate the Project site's sewer flows:

- Acreage areas are based on the Sutter Pointe Phase 1A Small Lot Tentative Map and Sutter Pointe Phase 1 Large Lot Tentative Map, dated April 2019 (See **Exhibit B**). Right of Way, Pump Station and Open Space Lots do not contribute to sewer flow.
- A combination of street centerlines, roadway right-of-way and property lines were as applicable to determine shed boundaries.
- Dwelling units as shown in Table 1 were based on the Sutter Pointe Phase 1A Tentative Map dated April 2019.
- Equivalent Single Dwelling (ESD) Units based on ESD per acres in **Table 2**
- The greater value between true dwelling unit count and ESD per acre was chosen to remain conservative
- Invert to crown connections used where the collector system ties into the trunk main.
- The proposed rough grading finished ground elevations were used to set sewer depth (see **Exhibit D**).
- Minimum sewer line slopes were used to set vertical alignment.
- Minimum sewer depth was set between 5 to 6-feet from proposed finish elevation at street centerline
- Flows were determined based on the Sacramento Area Sewer District Standards and on the design criteria and assumptions identified in this study.

3.3 Design Criteria

The Specific Plan and Sacramento Area Sewer District design standards were used as the basis for this design. The flow criteria used for this report is presented in **Table 2.**

Table 2: Design Flow Criteria

Category	Conditions						
Development Density	Low Density Residential	Medium Density Residential	Commercial /Industrial	School	Open Space[1]	Park	Public/Quasi-Public
Flow Generation (ADF)	6 ESD/Ac	10 ESD/Ac	6 ESD/Ac	6 ESD/Ac	0 gpd/Ac	6 gpd/Ac	6 ESD/Ac
Average Flow (Q_{AVG})	Q_{AVG} (MGD)= (ESDx310 gpd/ESD)/1000000						
Peaking Factor (PF)	PF=3.5-1.8*Q_{AVG}^0.05						
Peak Average Day Flow (PADF)	PADF=ADF*PF						
Inflow/Infiltration Rate (I/I)	I/I=1,400 gpd/Ac for pipelines < 5 years old						
Peak Wet Weather Flow (PWWF)	PWWF=PADF+I/I, minimum 1.2						
Maximum Flow Depth during PWWF (d/D)	Flows < 1 MGD = 0.70 (d/D) Flows > 1 MGD = 1.00(d/D)						
Velocity Criteria	Minimum 2 fps at Peak Dry Weather Flow						
Friction Factor	n=0.013						
Minimum Depth	5-feet at periphery of service area						

1. Open Space deeded to the County as a conservation area

3.4 On-site System Design Flows

Sewer flows were calculated by land use in accordance with the Tentative Maps (**Appendix A)**. Project sewer study shed boundaries and accompanying calculations are included in spreadsheet form as shown in **Exhibit C**. The total acreage (386.2 acres, 345.9 acres contributing as non-conserved space) of Phase 1 generates 2641 ESD's, producing a PWWF of 1.896 MGD from this phase. The total PWWF for Lakeside at Sutter Pointe is 4.436 MGD. This is the flow for the entire Lakeside at Sutter Pointe Project. This flow is below the 23.1 MGD Peak Wet Weather Flow described in Table 5.1 of the Contract.

3.5 Off-site System Design Flows

As stated previously in Section 1.2, the Project discharges to a proposed 14-inch force main and joins the existing system at the junction of West 6th and West Elkhorn Boulevard. See **Exhibit B** for proposed alignment. This will involve approximately 7 miles of force main.

4.0 Sewer Alignment and Facilities

4.1 On-Site System Design

Exhibit C details the proposed Project sewer system and identifies the proposed Project land use, streets and the sewer system design including shed boundaries; lateral and trunk pipes and sizing; manhole locations; design flows on a node by node basis; pipe slopes; invert elevations; and pipe depth.

A preliminary mass grading plan has been prepared (see **Exhibit D**) and the sewer depths as reported are based on preliminary centerline grades. Minor adjustments in the depth of the line will occur during the final design with the establishment of the final street grades for the Project.

Given the Project site's elevations in relation to the lift station the project will gravity flow in its entirety to the proposed lift station. The overall site will discharge approximately 4.436 MGD via a proposed 24-inch sewer trunk line to the point of connection.

Currently with a flow rate of 4.436 MGD, the proposed 24-inch trunk to be installed connecting the project site to the lift station has a d/D of 0.80. Per the SASD standards all d/D for mains with flows less than 1 MGD shall have a max d/D of 1.0. This allows for a significant amount of additional flow to be added to this proposed line within as needed in the future.

4.2 Off-Site System Design

Due to the lack of existing downstream conveyance facilities within Riego Road, approximately 4.436 MGD will be pumped from the sewer lift station 7 miles to the intersection of Elk Grove Boulevard and W 6th Street in Rio Linda. Depending on the construction timing of further downstream facilities additional off-site work may be necessary in order to properly serve the Project.

5.0 Conclusions

The total acreage to be served for the entirety of the Lakeside at Sutter Pointe project is 873.5 acres designed for approximately 6487 equivalent dwelling units yielding an on-site peak wet weather design flow of 4.436 MGD. The acreage to be served in Phase 1 of Lakeside at Sutter Pointe is 386.2 (345.9 acres producing flow), producing 2622 ESDs and 1.881 MGDs in PWWF.

The Project will be served by a gravity collection system into a lift station which will discharge into existing facilities approximately 7 miles away. Because the equivalent dwelling unit assumptions are conservative; it is expected that as design of the Project is refined, there will be no adverse impacts to the analysis presented in this study.

This Level 3 Sewer Study has been prepared in accordance with Sacramento Area Sewer District Design Standards. Design has been based on information contained in regional studies; current land plan and proposed preliminary grading plan; and the specific sewer study information contained herein, the proposed Project can be adequately served at or above minimum SASD and Sutter County (County) requirements.

EXHIBIT A

LOCATION MAP

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

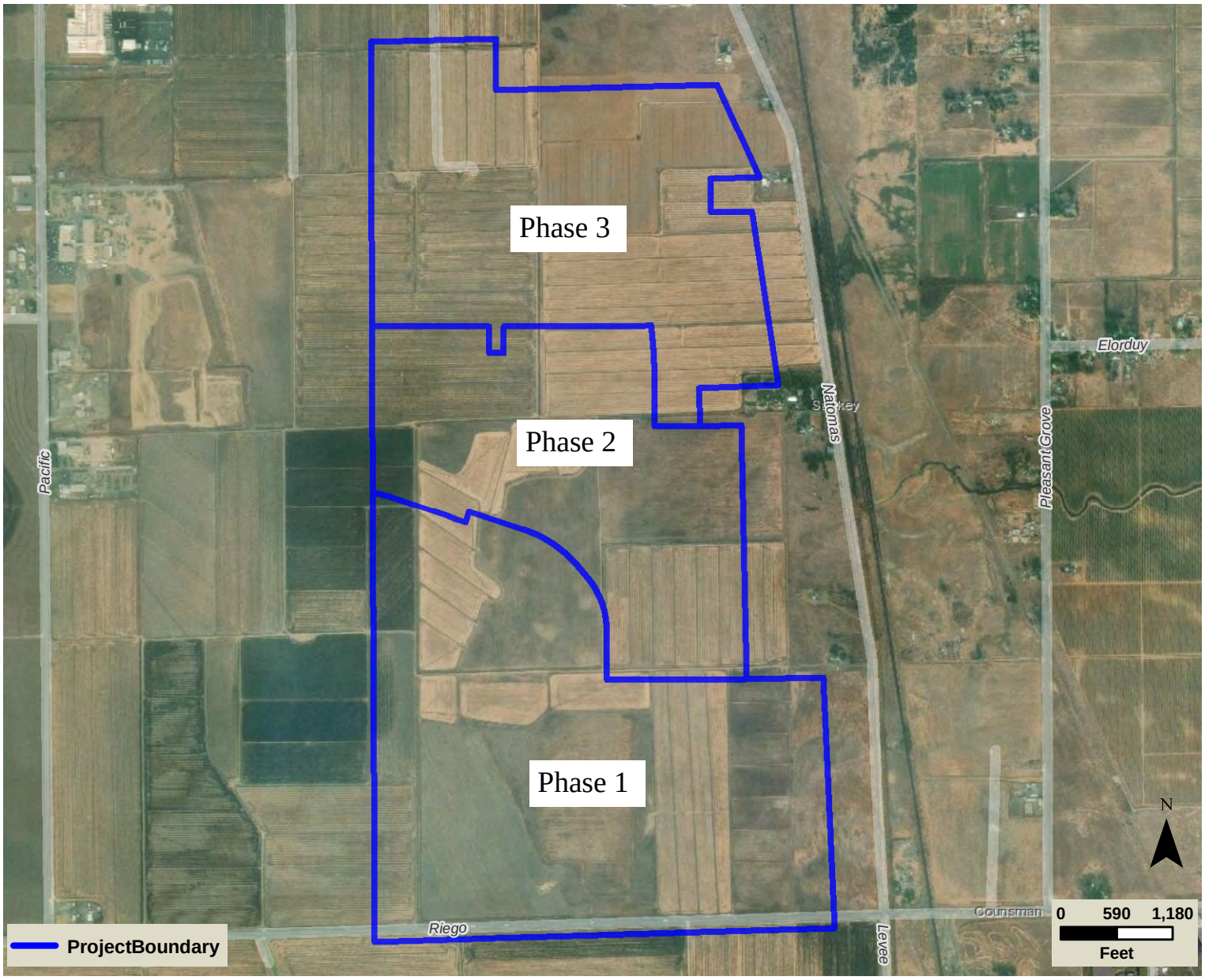


Exhibit A
Vicinity Map

Lakeside at Sutter Pointe

Sutter County

January 2020

Prepared By: MFR *Checked By: MFR*



E:\Data\ArcGIS_Server_Solutions\Technology_Group\Apps\Vicinity_Map\Reference_Templates\VicinityMapTemplate104.mxd 1/29/2020 1:15:24 PM PythonProcessor

EXHIBIT B

SUTTER POINTE SEWER SPECIFIC PLAN

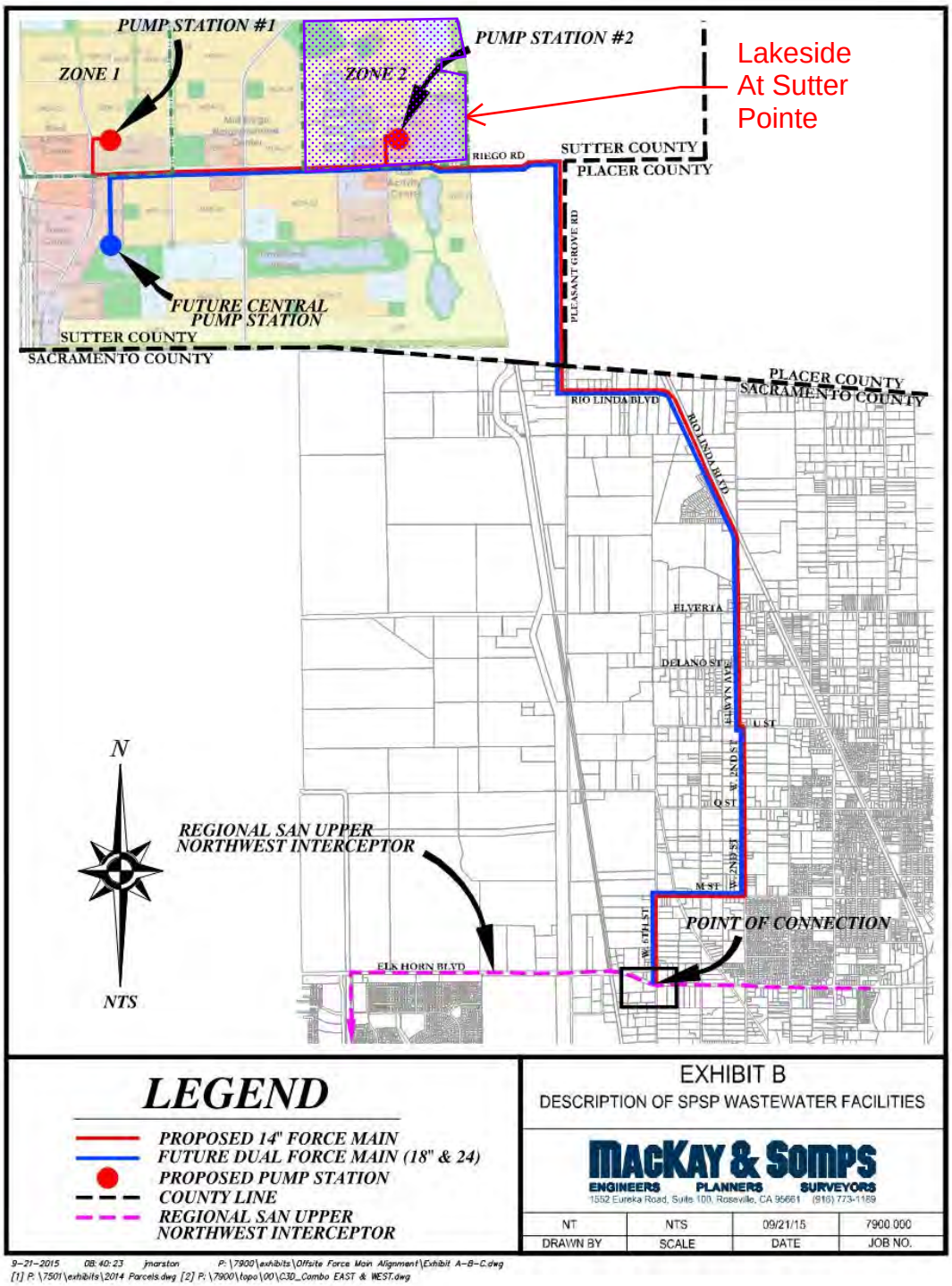

PUMP STATION #1
ZONE 1
PUMP STATION #2
ZONE 2
Lakeside At Sutter Pointe
RIEGO RD
SUTTER COUNTY
PLACER COUNTY
PLEASANT GROVE RD
FUTURE CENTRAL PUMP STATION
SUTTER COUNTY
SACRAMENTO COUNTY
PLACER COUNTY
SACRAMENTO COUNTY
RIO LINDA BLVD
ELVERTA
DELANO ST
N
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
POINT OF CONNECTION
ELK HORN BLVD
NTS
LEGEND
PROPOSED 14" FORCE MAIN
FUTURE DUAL FORCE MAIN (18" & 24)
PROPOSED PUMP STATION
COUNTY LINE
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
EXHIBIT B
DESCRIPTION OF SPSP WASTEWATER FACILITIES
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189
NT | NTS | 09/21/15 | 7900.000
DRAWN BY | SCALE | DATE | JOB NO.
9-21-2015 08:40:23 jmarston P:\7900\exhibits\Offsite Force Main Alignment\Exhibit A-B-C.dwg
[1] P:\7501\exhibits\2014 Parcels.dwg [2] P:\7900\topo\00\C3D_Combo EAST & WEST.dwg

EXHIBIT C

SEWER LAYOUT SHEDS & CALCULATIONS

LEVEL 3 STUDY - SEWER SYSTEM LAYOUT

LAKESIDE AT SUTTER POINTE - PHASE 1

LENNAR HOMES

SUTTER COUNTY CALIFORNIA

SHEET 1 0F 2

MARCH 2020

P-11A
COMMUNITY PARK
15.3 ± AC

LDR-5C
38.2 ± AC

OS-22C 4.2 ± AC

MDR-22B
27.1 ± AC

OS-22A
LAKE
26.6 ± AC

P-7D
LINEAR PARK
9.9 ± AC

MDR-22A
24.7 ± AC

P-7C
CLUBHOUSE
2.6 ± AC

P-7B
PARK
1.5 ± AC

LDR-5B
30.9 ± AC

LDR-5A
33.0 ± AC

OS-22B
LAKE
4.5 ± AC

STORM DRAIN PUMP STATION
PS
0.5 ± AC

P-7E
LINEAR PARK
3.4 ± AC

MDR-16E
18.8 ± AC

MDR-16D
10.2 ± AC

HDR-3A
10.3 ± AC

CR-9
COMMERCIAL
8.9 ± AC

NATOMAS ROAD

RIEGO ROAD

20' SASD SEWER EASEMENT REQUIRED

DROP CONNECTION

SEE SHEET 2

NOTE:
1. 20' SASD EASEMENT REQUIRED IN PRIVATE ALLEYS WHERE SEWER IS SHOWN
2. SITE WILL BE REGRADED AND PAD AND STREET CENTERLINES WILL BE RAISED IN FINAL DESIGN.

LEGEND

- 278' 8"S S=0.0018 — PIPE LENGTH / PROPOSED SEWER PIPE (INCHES) / PIPE SLOPE
- PROPOSED SEWER MANHOLE
- EXISTING SEWER MANHOLE
- FLOW BUBBLE SHED AREA
- PROJECT BOUNDARY
- A-013 A =0.00 ac. ΣA =19.9 ac. ESD=0 ΣESD =108 Q =X.XX mgd PWWF — NODE NUMBER / POINT ACREAGE / CUMULATIVE ACREAGE / POINT ESD / CUMULATIVE ESD / PEAK WET WEATHER FLOW (MGD)

100' 50' 0 100'

SCALE: 1" = 100'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

J:\2000s\1604 South Sutter Lennar\South Sutter DA\Final Studies\Sewer\Dwg\F-EXH-SWR-STDY_SS_PH1.dwg, 3/4/2020 2:01 PM, Mike Bronn

LEVEL 3 STUDY - SEWER SYSTEM LAYOUT

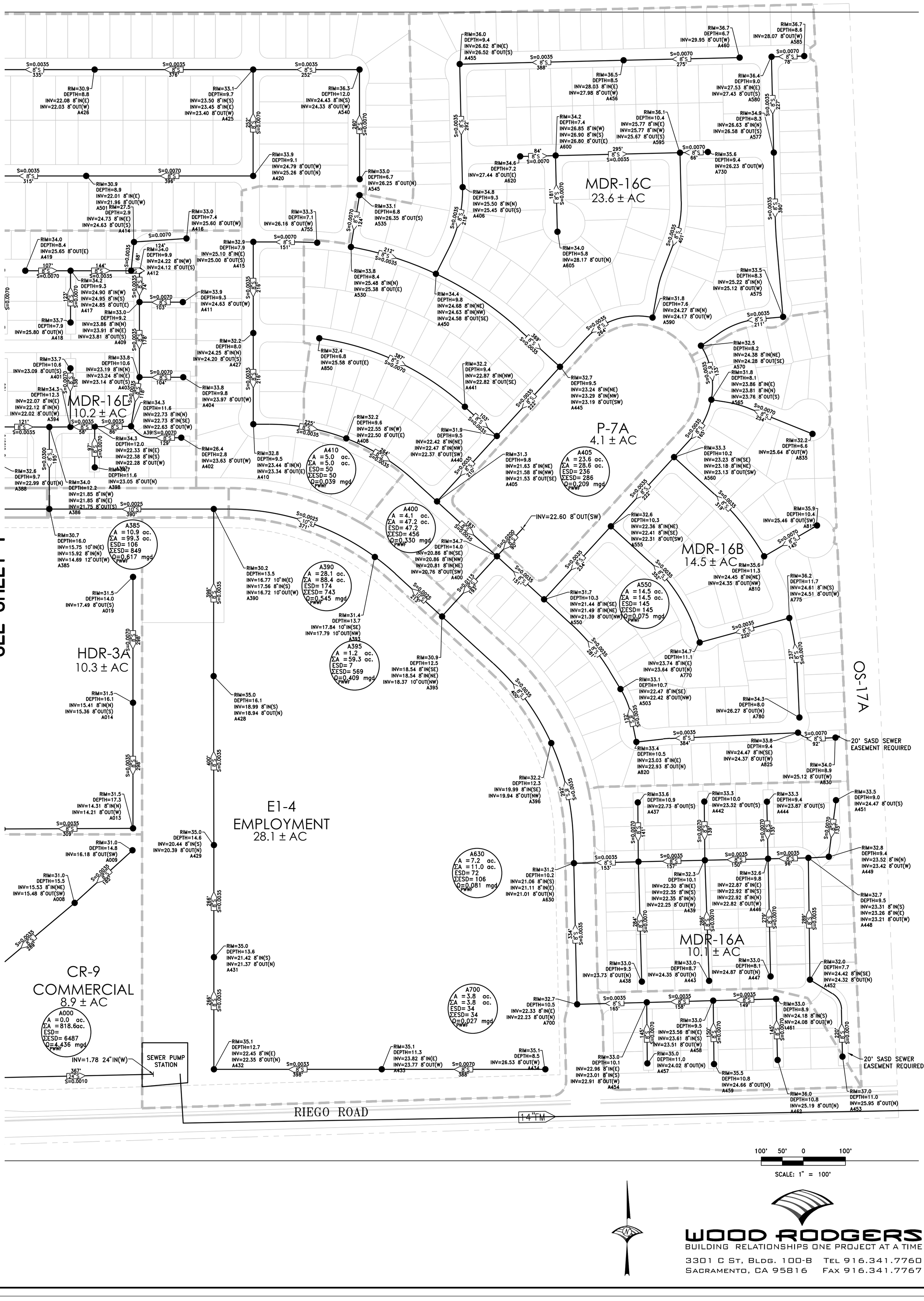
LAKESIDE AT SUTTER POINTE - PHASE 1

LENNAR HOMES

SUTTER COUNTY CALIFORNIA

SHEET 2 0F 2

MARCH 2020



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

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LAKESIDE AT SUTTER POINTE

Sewer Study - Demand & Hydraulic Analysis

Updated: 3/5/2020

US Node #	DS Node #	LDR			MDR			HDR		Commercial/ Office		Right-of-Way		Parks		Total Shed		Culmulative Sheds		Average Flows, Q		Infiltrtn	Peak Flows, Q_P		Pipe Data & Performance (@ Q_{PWWF})			
		(acres)[1]	(ESD)[2]	(ESD)[3]	(acres)[1]	(ESD)[2]	(ESD)[3]	(acres)[1]	(ESD)[3]	(acres)	(ESD)[3]	(acres)	(ESD)[3]	(acres)[1]	(ESD)[3]	(acres)	(ESD)[4]	(acres)	(ESD)	Q_{AVG} (mgd)	Peaking Factor	$Q_{I/I}$ (mgd)	Q_{PDWF} (mgd)	Q_{PWWF} (mgd)	Size (inch)	Slope (ft/ft)	Velocity (fps)	d/D
AREA A																												
A260	**A035**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	2.3	13.8	15.3	91.8	17.6	106	**17.6**	**106**	0.033	2.0	0.025	0.065	0.09	8''	0.0035	1.58	0.30
A035	**A030**	34.0	0.0	204.0	160.8	0.0	1608.0	0.0	0.0	34.1	204.6	4.2	25.2	20.1	120.6	253.2	2162	**270.8**	**2268**	0.703	1.7	0.379	1.217	1.60	18''	0.0012	2.22	0.60
A150	**A125**	21.1	95.0	126.6	0.0	0.0	0.0	0.0	0.0	0	0.0	0.0	0.0	0	0.0	21.1	127	**21.1**	**127**	0.039	2.0	0.030	0.077	0.11	8''	0.0035	1.67	0.33
A125	**A030**	17.1	76.0	102.6	0.0	0.0	0.0	0.0	0.0	0	0.0	0.0	0.0	0	0.0	17.1	103	**38.2**	**229**	0.071	1.9	0.053	0.137	0.19	8''	0.0035	1.95	0.45
A700	**A630**	0.0	0.0	0.0	2.9	29.0	29.0	0.0	0.0	0	0	0.9	5.3	0.0	0.0	3.8	34	**3.8**	**34**	0.011	2.1	0.005	0.022	0.027	8''	0.0035	1.12	0.17
A630	**A395**	0.0	0.0	0.0	7.2	72.0	72.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	7.2	72	**11.0**	**106**	0.033	2.0	0.015	0.065	0.081	8''	0.0035	1.53	0.28
A550	**A400**	0.0	0.0	0.0	14.5	89.0	145.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	14.5	145	**14.5**	**145**	0.045	2.0	0.020	0.088	0.108	8''	0.0035	1.67	0.33
A410	**A405**	0.0	0.0	0.0	5.0	25.0	50.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	5.0	50	**5.0**	**50**	0.016	2.0	0.007	0.032	0.039	8''	0.0035	1.23	0.20
A405	**A400**	0.0	0.0	0.0	23.6	145.0	236.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	23.6	236	**28.6**	**286**	0.089	1.9	0.040	0.169	0.209	8''	0.0035	2.00	0.47
A400	**A395**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0.0	0.0	4.1	24.6	4.1	25	**47.2**	**456**	0.141	1.9	0.066	0.264	0.330	8''	0.0035	2.23	0.62
A395	**A390**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	1.2	6.9	0.0	0.0	1.2	7	**59.3**	**569**	0.176	1.8	0.083	0.326	0.409	10''	0.0025	2.08	0.54
A390	**A385**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	28.1	168.6	0.9	5.6	0.0	0.0	29.0	174	**88.4**	**743**	0.230	1.8	0.124	0.421	0.545	10''	0.0025	2.22	0.66
A385	**A015**	0.0	0.0	0.0	10.2	0.0	102.0	0.0	0.0	0	0	0.7	4.1	0.0	0.0	10.9	106	**99.3**	**849**	0.263	1.8	0.139	0.478	0.617	12''	0.0020	2.12	0.56
A870	**A270**	0.0	0.0	0.0	24.7	150.0	247.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	24.7	247	**24.7**	**247**	0.077	1.9	0.035	0.147	0.181	8''	0.0035	1.93	0.44
A305	**A300**	30.9	118.0	185.4	0.0	0.0	0.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	30.9	185	**30.9**	**185**	0.057	1.9	0.043	0.111	0.155	8''	0.0035	1.84	0.40
A300	**A275**	7.9	37.0	47.4	0.0	0.0	0.0	0.0	0.0	0.5	3	0.0	0.0	3.4	20.4	11.8	71	**42.7**	**256**	0.079	1.9	0.060	0.152	0.212	8''	0.0035	2.00	0.48
A275	**A270**	25.1	114.0	150.6	0.0	0.0	0.0	0.0	0.0	0	0	1.3	7.8	0.0	0.0	26.4	158	**69.1**	**415**	0.129	1.9	0.097	0.241	0.338	8''	0.0035	2.24	0.63
A270	**A015**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0.0	0.0	14.0	84.0	14.0	84	**107.8**	**746**	0.231	1.8	0.151	0.422	0.573	10''	0.0025	2.24	0.68
A030	**A025**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	2.2	13.0	0.0	0.0	2.2	13	**311.2**	**2510**	0.778	1.7	0.436	1.340	1.776	18''	0.0012	2.27	0.65
A025	**A020**	104.8	0.0	628.8	55.8	0.0	558.0	11.1	133.2	16	96	11.7	70.3	4.4	26.4	203.8	1513	**515.0**	**4023**	1.247	1.7	0.721	2.095	2.816	21''	0.0011	2.45	0.69
A470	**A020**	0.0	0.0	0.0	27.1	156.0	271.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	27.1	271	**27.1**	**271**	0.084	1.9	0.038	0.160	0.198	8''	0.0035	1.97	0.46
A020	**A017**	0.0	0.0	0.0	16.1	0.0	161.0	0.0	0.0	0	0	3.5	21.2	0.0	0.0	19.6	182	**561.7**	**4476**	1.388	1.7	0.786	2.318	3.104	21''	0.0011	2.48	0.75
A017	**A015**	0.0	0.0	0.0	13.8	77.0	138.0	0.0	0.0	0	0	0.0	0.0	0.0	0.0	13.8	138	**575.5**	**4614**	1.430	1.7	0.806	2.385	3.191	21''	0.0011	2.49	0.77
A015	**A010**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	5.4	32.1	0.0	0.0	5.4	32	**787.9**	**6241**	1.935	1.6	1.103	3.172	4.275	24''	0.0010	2.59	0.76
A010	**A005**	0.0	0.0	0.0	0.0	0.0	0.0	10.3	123.6	0	0	1.7	10.1	0.0	0.0	12.0	134	**799.9**	**6375**	1.976	1.6	1.120	3.236	4.356	24''	0.0010	2.59	0.77
A005	**A000**	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.9	53.4	9.8	58.9	0.0	0.0	18.7	112	**818.6**	**6487**	2.011	1.6	1.146	3.290	4.436	24''	0.0010	2.60	0.78

Footnotes:

1. Acreage per Large Lot Tentative Map. Open Space does not factor into calculations as these are dedicated to a conservancy
2. Actual residential units as shown on Tentative Subdivision Map.
3. 6 ESD per acre, 10 ESD per acre for MDR and 12 ESD per acre for HDR
4. Greater of single family ESDs (footnotes 2 & 3) plus all others

EXHIBIT C

EXHIBIT D

PRELIMINARY GRADING PLAN

PHASE 1C

PHASE 1A GRADING LAYOUT

SUTTER POINTE SOUTH

LENNAR HOMES

COUNTY OF SUTTER CALIFORNIA

MAY 2019

PHASE 1B

LEGEND:

- PROJECT / UNIT BOUNDARY
- P=20.0 — PROPOSED MASS GRADING PAD ELEVATION
- 15.0 — PROPOSED MASS GRADING GRADING CONTOUR
- XXX.XX — PROPOSED MASS GRADING STREET ELEVATION (FG)
- PROPOSED OVERLAND RELEASE
- MATCH LINE
- DIRECTION OF SURFACE FLOW

200' 100' 0 200'

SCALE: 1" = 200'

WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C St, Bldg. 100-B Tel 916.341.7760

Sacramento, CA 95816 Fax 916.341.7767

J:\1000-s\1604_South Sutter_Lennar\South Sutter GA\Civil\Studies\Grading\GC-EXH-GRD-STDY_SS_1A.dwg 6/20/2019 11:16 AM Mike Ronco

APPENDIX A

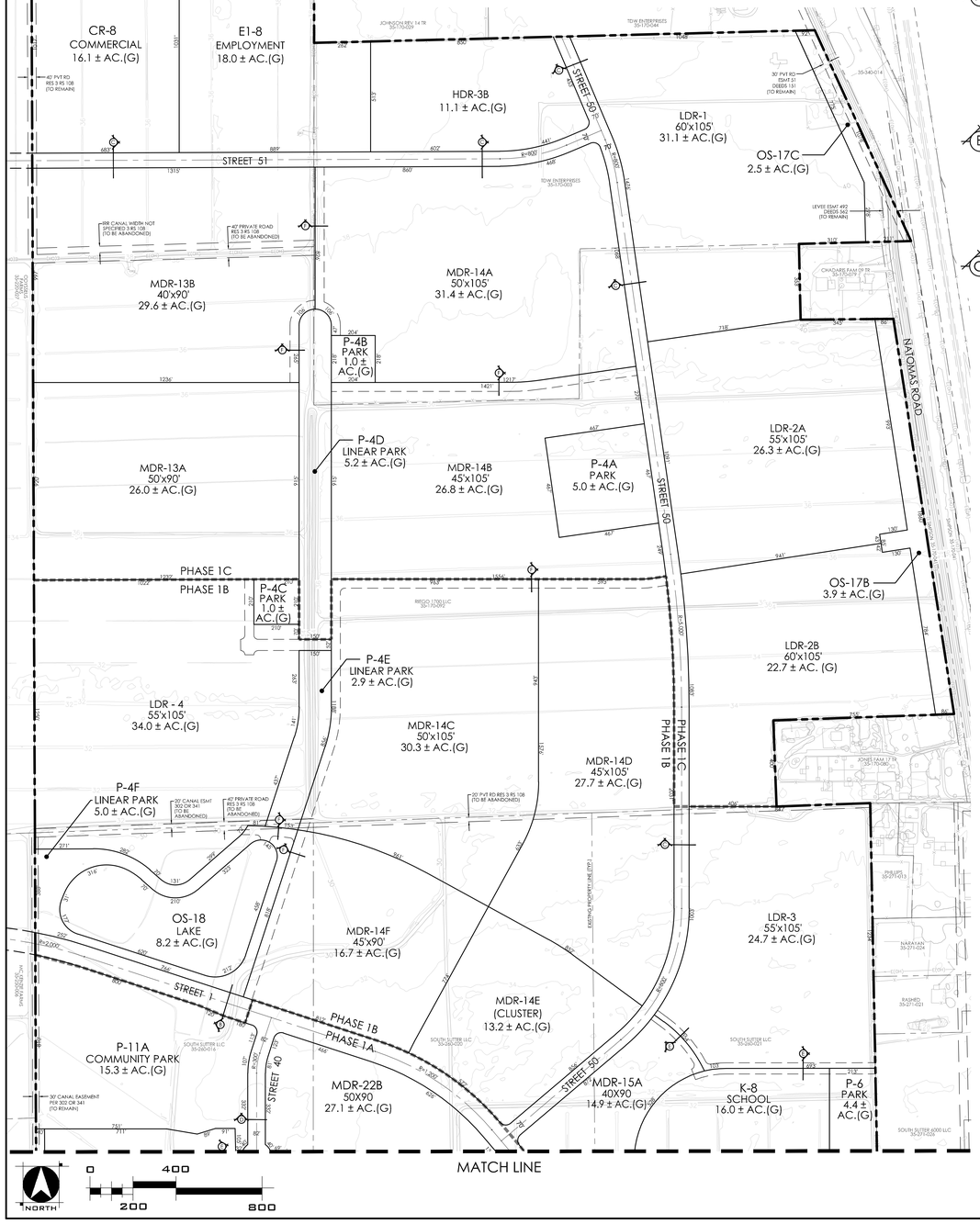
LARGE LOT TENTATIVE MAP

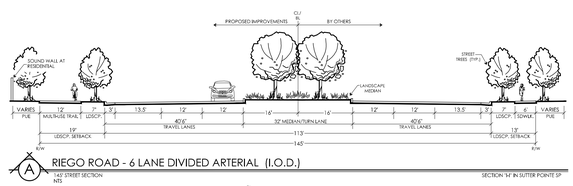
SUTTER POINTE PHASE 1

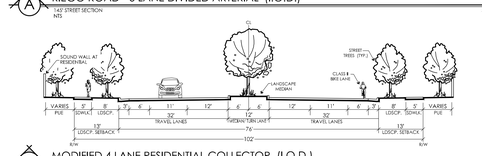
COUNTY OF SUTTER, CALIFORNIA

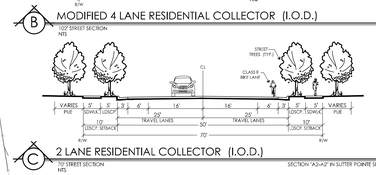
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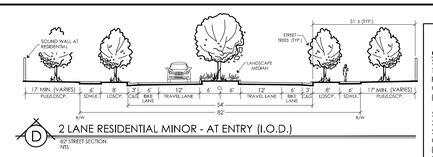
SHEET 1 OF 4

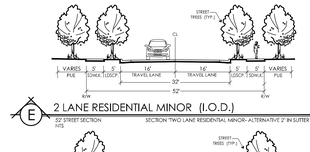


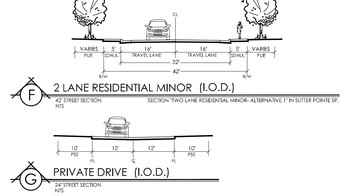


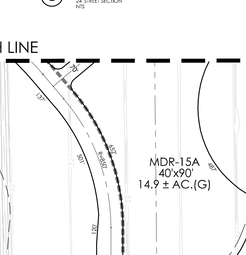












PROJECT NOTES

OWNERS
SOUTH SUTTER, LLC AND RIEGO 1700, LLC
1420 ROCKY RIDGE DRIVE #320
ROSEVILLE, CA 95661
C/O: LARRY GUALCO
(916) 746-8500

SANKEY 380, LLC AND TDW ENTERPRISES
3001 'I' STREET #300
SACRAMENTO, CA 95816
C/O: TOM WINN
(916) 930-0925
C/O: GEORGE CARPENTER
(916) 930-0925

APPLICANT
SOUTH SUTTER, LLC
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ROSEVILLE, CA 95661
C/O: LARRY GUALCO
(916) 746-8500
C/O: BOB SHATTUCK
(916) 773-5025

PLANNER/ENGINEER
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT:
TIMOTHY DENHAM, AICP
JEFF CARPENTER, PE 55380
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
35-260-002, -016, -020, -021
35-170-003, -092

AREA
873.5 ± ACRES GROSS

NOTE:
1) *SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.*
2) *EXISTING TOPOGRAPHY PROVIDED BY WOOD RODGERS, INC. AND WAS FLOWN IN JANUARY, 2019.*
3) *EXISTING WELLS TO BE REMOVED OR TO REMAIN AS NOTED.*
4) *THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.*
5) *PARCEL OS-B (LAKE) ACCESS TO BE PROVIDED BY ACCESS EASEMENT ON PARCEL P-22B.*
6) *THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.*

NUMBER OF PARCELS
53 PARCELS

EXISTING USE
AGRICULTURE

PROPOSED USE
SEE LAND USE SUMMARY

EXISTING/ PROPOSED GENERAL PLAN
SUTTER POINTE SPECIFIC PLAN

EXISTING ZONING
LDR, MDR, HDR, ET, NC, OS, P & AG

PROPOSED ZONING
LDR, MDR, HDR, ET, NC, P/QP, OS, & P

PARK DISTRICT
SUTTER COUNTY GENERAL SERVICES DEPARTMENT

FIRE PROTECTION
PLEASANT GROVE FIRE DEPARTMENT (CSA-D)

SCHOOL DISTRICT
PLEASANT GROVE JOINT UNION SCHOOL DISTRICT

SEWER
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

STORM DRAIN
SUTTER COUNTY

WATER
GOLDEN STATE WATER

ELECTRICITY
PG&E

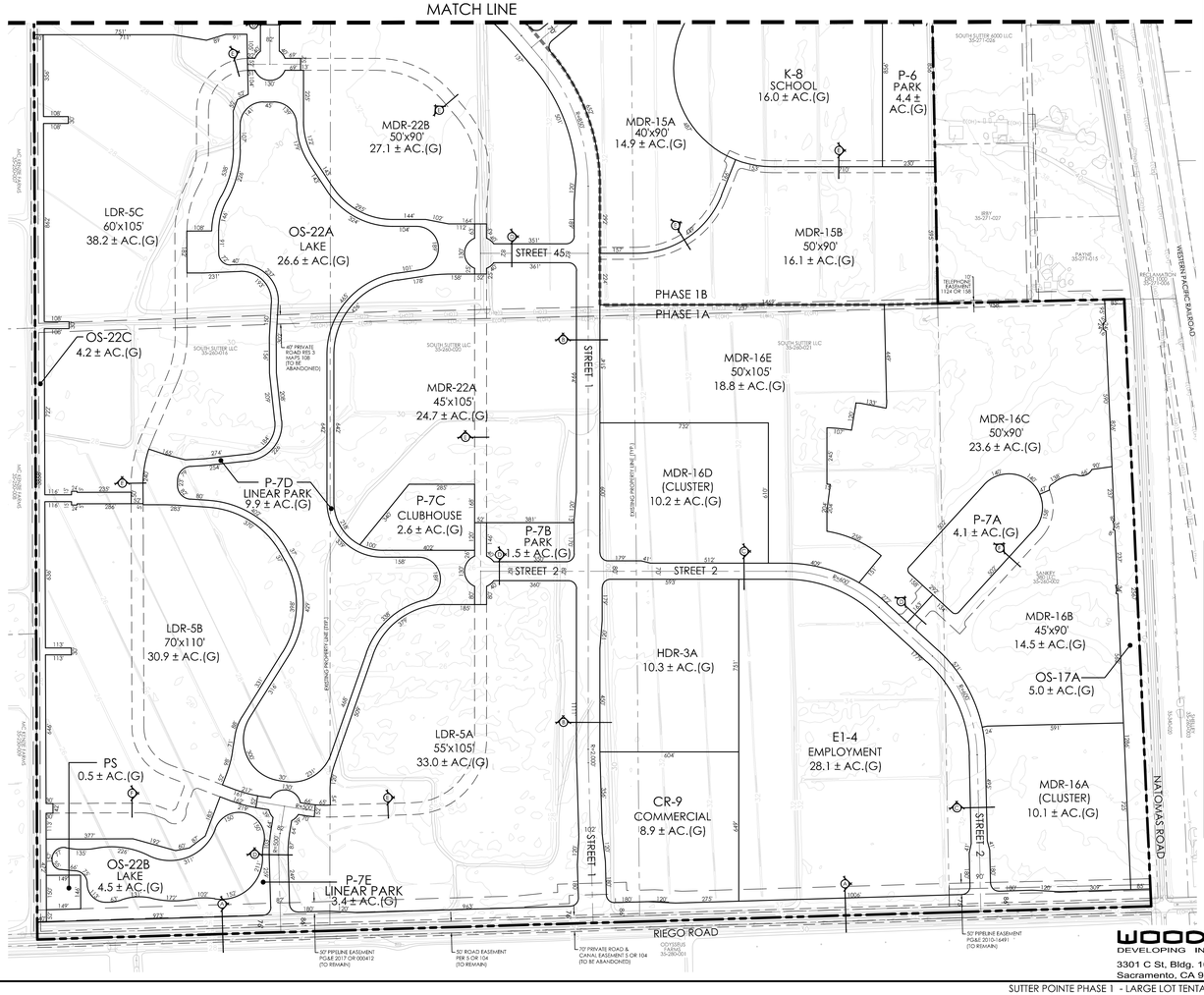
GAS
PG&E

LOCATION MAP

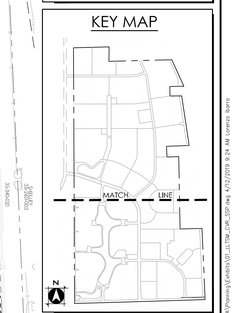


LAND USE SUMMARY

PARCEL	LAND USE	LOT SIZE	AC ±
LOW DENSITY RESIDENTIAL (SF)			
1	LDR	60'x105'	31.1
2A	LDR	55'x105'	26.3
2B	LDR	60'x105'	22.7
3	LDR	55'x105'	24.7
4	LDR	55'x105'	34.0
5A	LDR	55'x105'	33.0
5B	LDR	70'x110'	30.9
5C	LDR	60'x105'	38.2
SUBTOTAL			**240.9**
MEDIUM DENSITY RESIDENTIAL (SF)			
13A	MDR	50'x90'	26.0
13B	MDR	40'x90'	29.6
14A	MDR	50'x105'	31.4
14B	MDR	45'x105'	26.8
14C	MDR	50'x105'	30.3
14D	MDR	45'x105'	27.7
14E	MDR	CLUSTER	13.2
14F	MDR	45'x90'	16.7
15A	MDR	40'x90'	14.9
15B	MDR	50'x90'	16.1
16A	MDR	CLUSTER	10.1
16B	MDR	45'x90'	14.5
16C	MDR	50'x90'	23.6
16D	MDR	CLUSTER	10.2
16E	MDR	50'x105	18.8
22A	MDR	45'x105'	24.7
22B	MDR	50'x90'	27.1
SUBTOTAL			**361.7**
MULTI-FAMILY RESIDENTIAL (MDR)			
3A	-		10.3
3B	-		11.1
SUBTOTAL			**21.4**
TOTAL RESIDENTIAL			**624.0**
COMMERCIAL			
CR-9	-		8.9
CR-8	-		16.1
SUBTOTAL			**25.0**
EMPLOYMENT			
E1-4			28.1
E1-8			18.0
SUBTOTAL			**46.1**
P/QP			
PS			0.5
SUBTOTAL			**0.5**
SCHOOLS			
K-8			16.0
SUBTOTAL			**16.0**
OPEN SPACE			
OS-17A			5.0
OS-17B			3.9
OS-17C			2.5
OS-22D			4.2
OS LAKE A			8.2
OS LAKE B			26.6
OS LAKE C			4.5
SUBTOTAL			**54.9**
PARKS			
P-4A			5.0
P-4B			1.0
P-4C			1.0
P-4D			5.2
P-4E			2.9
P-4F			5.0
P-6			4.4
P-7A			4.1
P-7C			1.5
P-7C			2.6
P-7D			9.9
P-7E			3.4
P-11A			15.3
SUBTOTAL			**61.3**
RIGHT-OF-WAY			
MAJOR ROADS			45.7
SUBTOTAL			**45.7**
TOTAL			**873.5**



KEY MAP



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

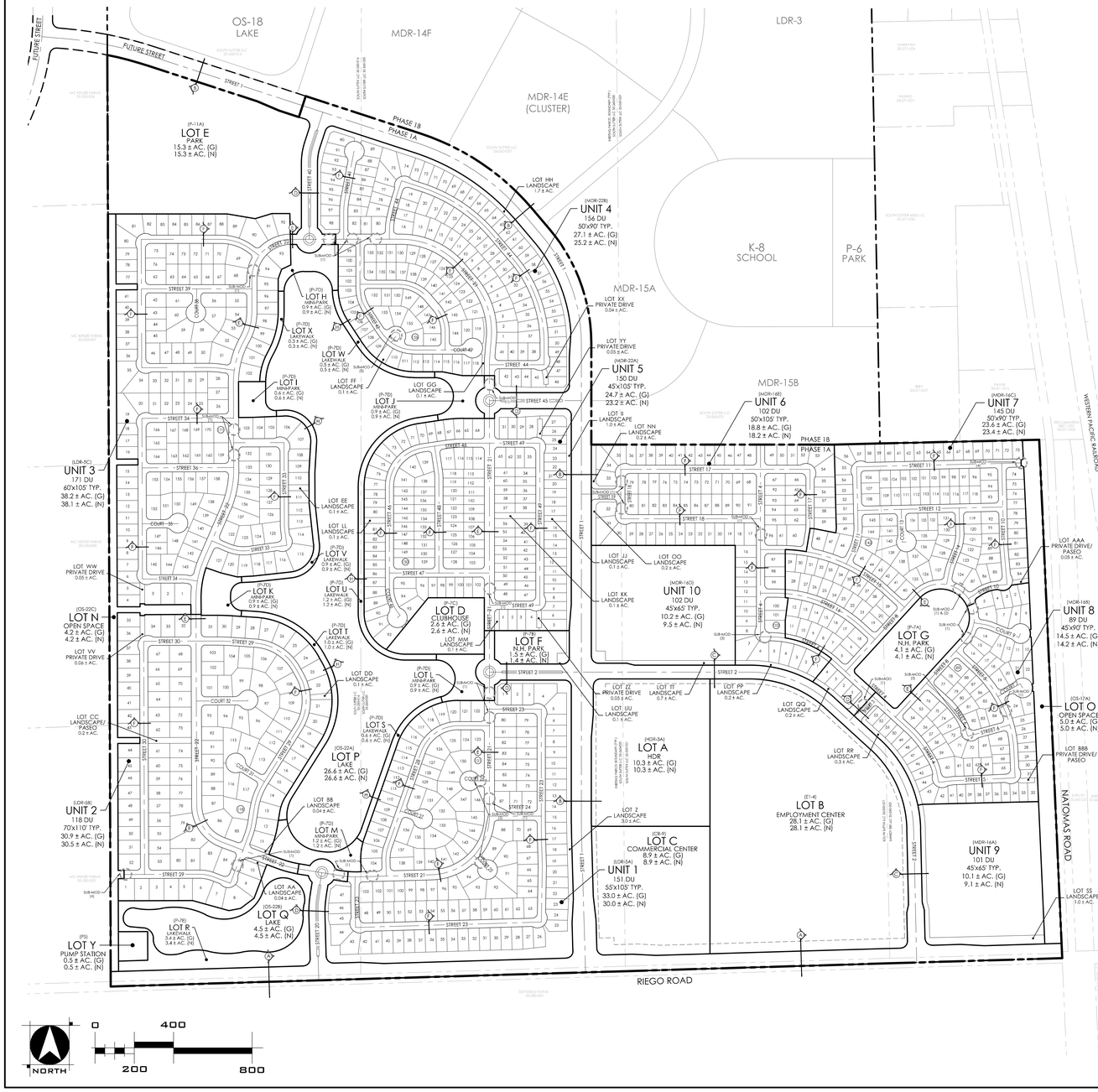
SMALL LOT TENTATIVE MAP

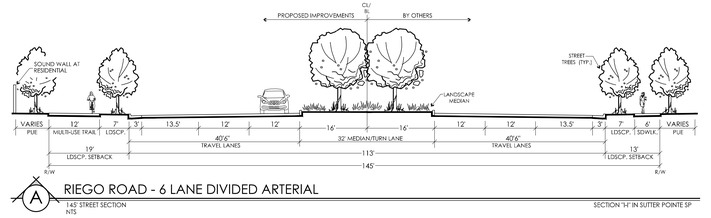
SUTTER POINTE - PHASE 1A

COUNTY OF SUTTER, CALIFORNIA

APRIL 12, 2019

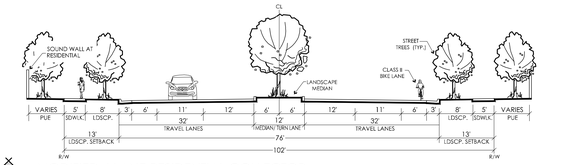
SHEET 2 OF 4





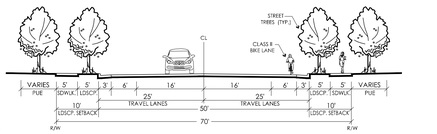
A RIEGO ROAD - 6 LANE DIVIDED ARTERIAL

145' STREET SECTION — NTS — SECTION "H" IN SUTTER POINTE SP



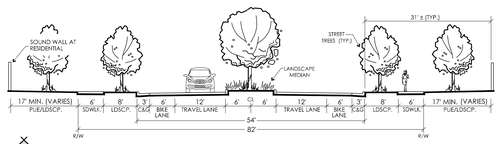
B MODIFIED 4 LANE RESIDENTIAL COLLECTOR

102' STREET SECTION — NTS — SECTION "B-B" IN SUTTER POINTE SP



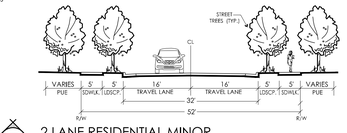
C 2 LANE RESIDENTIAL COLLECTOR

70' STREET SECTION — NTS — SECTION "A2-A2" IN SUTTER POINTE SP



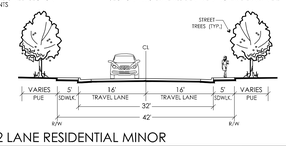
D 2 LANE RESIDENTIAL MINOR - AT ENTRY

82' STREET SECTION — NTS



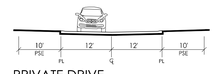
E 2 LANE RESIDENTIAL MINOR

52' STREET SECTION — NTS — SECTION "TWO LANE RESIDENTIAL MINOR- ALTERNATIVE 2" IN SUTTER POINTE SP.



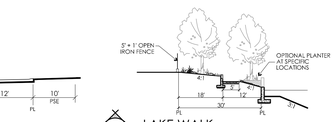
F 2 LANE RESIDENTIAL MINOR

42' STREET SECTION — NTS — SECTION "TWO LANE RESIDENTIAL MINOR- ALTERNATIVE 1" IN SUTTER POINTE SP.



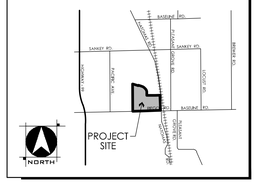
G PRIVATE DRIVE

24' STREET SECTION — NTS



H LAKE WALK

30' SECTION — NTS



PROJECT NOTES

OWNERS
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ROSEVILLE, CA 95661
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PLANNER/ENGINEER
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3301 'C' STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT:
TIMOTHY DENHAM, AICP
JEFF CARPENTER, PE 55380
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS
55-260-002, -016, -020, -021
35-170-003, -092

AREA
386.2 ± ACRES GROSS

NUMBER OF PARCELS
1,082 SINGLE FAMILY LOTS
2 CLUSTER RESIDENTIAL LOTS
1 HIGH-DENSITY RES. LOT
1 EMPLOYMENT CENTER LOT
1 COMMERCIAL CTR. LOT
1 CLUBHOUSE CTR. LOT
1 PARK LOT
2 NEIGHBORHOOD PARK LOTS
6 MINI-PARK LOTS
2 OPEN SPACE LOTS
2 LAKE LOTS
7 LAKEWALK LOTS
1 PUMP STATION LOT
22 LANDSCAPE LOTS
7 PRIVATE DRIVES
1,138 TOTAL LOTS

EXISTING USE
AGRICULTURE

PROPOSED USE
SEE LAND USE SUMMARY

EXISTING/ PROPOSED GENERAL PLAN
SUTTER POINTE SPECIFIC PLAN

EXISTING ZONING
LDR, MDR, HDR, E1, NC, OS, P & AG

PROPOSED ZONING
LDR, MDR, HDR, E1, NC, OS, & P

PARK DISTRICT
SUTTER COUNTY GENERAL SERVICES DEPARTMENT

FIRE PROTECTION
PLEASANT GROVE FIRE DEPARTMENT (CSA-D)

SCHOOL DISTRICT
PLEASANT GROVE JOINT UNION SCHOOL DISTRICT

SEWER
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

STORM DRAIN
SUTTER COUNTY

WATER
GOLDEN STATE WATER

ELECTRICITY
PG&E

GAS
PG&E

NOTE:

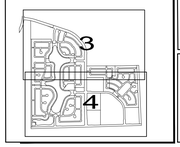
1) *SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.*
2) *EXISTING TOPOGRAPHY PROVIDED BY WOOD RODGERS, INC. AND WAS FLOWN IN JANUARY, 2019.*
3) *UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.*
4) *OWNER WILL DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY NECESSARY TO PROVIDE ALL UTILITIES.*
5) *ALL INTERNAL STREETS WILL HAVE A DEDICATED PUBLIC SERVICE EASEMENT MEASURED FROM THE RIGHT-OF-WAY AS SHOWN BY THE STREET SECTIONS.*
6) *THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.*
7) *PHASING IS NOT SHOWN ON THESE EXHIBITS.*
8) *EXISTING WELLS TO BE REMOVED OR TO REMAIN AS NOTED.*
9) *THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.*
10) *FINAL SUBDIVISION MAPPING SHALL BE PREPARED TO IDENTIFY ALL R/W AND/OR IOD'S NEEDED TO ACCOMMODATE THE CONSTRUCTION PHASING OF THE UNITS SHOWN ON THIS TENTATIVE SUBDIVISION MAP.*

LAND USE SUMMARY - PHASE 1A

UNIT NO.	LAND USE	LOT SIZE	GROSS ACRES ±	NET ACRES ±	DWELLING UNITS ±	GROSS DENSITY	NET DENSITY
1	LOW DENSITY RES.	55'x105'	33.0	30.00	151	4.6	5.0
2	LOW DENSITY RES.	70'x110'	30.9	30.46	118	3.8	3.9
3	LOW DENSITY RES.	60'x105'	38.2	38.05	171	4.5	4.5
4	MED. DENSITY RES.	50'x90'	27.1	25.16	156	5.8	6.2
5	MED. DENSITY RES.	45'x105'	24.7	23.20	150	6.1	6.5
6	MED. DENSITY RES.	50'x105'	18.8	18.20	102	5.4	5.6
7	MED. DENSITY RES.	50'x90'	23.6	23.35	145	6.1	6.2
8	MED. DENSITY RES.	45'x90'	14.5	14.15	89	6.1	6.3
SUBTOTAL			**210.8**	**202.6**	**1,082**		
9	MED. DENSITY RES., CLUSTER	45'x65'	10.1	9.1	101	10.0	11.1
10	MED. DENSITY RES., CLUSTER	45'x65'	10.2	9.5	102	10.0	10.7
SUBTOTAL			**20.3**	**18.6**	**203**		
A	HIGH DENSITY RES.		10.3	10.3	206	20.0	20.0
SUBTOTAL			**10.3**	**10.3**	**206**		
B	EMPLOYMENT CENTER	-	28.1	28.1			
C	COMMERCIAL CENTER	-	8.9	8.9			
D	CLUBHOUSE CENTER	-	2.6	2.6			
E	PARK	-	15.3	15.3			
F	N.H. PARK	-	1.5	1.4			
G	N.H. PARK	-	4.1	4.1			
H-M	MINI-PARK	-	5.4	5.4			
N	OPEN SPACE	-	4.2	4.2			
O	OPEN SPACE	-	5.0	5.0			
P	LAKE	-	26.6	26.6			
Q	LAKE	-	4.5	4.5			
R	LAKEWALK	-	3.4	3.4			
S-X	LAKEWALK	-	4.5	4.5			
Y	PUMP STATION	-	0.5	0.5			
	MAJOR RIGHT-OF-WAY	-	30.2	30.2			
SUBTOTAL			**144.8**	**144.7**			
Z-UU	LANDSCAPE LOTS			9.68			
VV-BBB	PRIVATE DRIVES			0.35			
SUBTOTAL				**10.0**			
TOTAL			**386.2**	**386.2**	**1,491**	**Units**	

NOTE: NET ACREAGES EXCLUDE LANDSCAPE LOTS AND PRIVATE DRIVES

SHEET INDEX DIAGRAM



SHEET INDEX

NO.	TITLE	SCALE
1	LARGE LOT TENTATIVE SUBDIVISION MAP	1"=200'
2	SMALL LOT TENTATIVE SUBDIVISION MAP COVER	1"=200'
3	TENTATIVE SUBDIVISION MAP	1"=100'
4	TENTATIVE SUBDIVISION MAP	1"=100'

SUBDIVISION MODIFICATION

PROPOSED SUBDIVISION MODIFICATION:

1. OFFSET INTERSECTION < 200' (21)
2. CENTERLINE RADIUS < 200' (1)
3. ELBOW TANGENT < 50' (2)
4. DEAD-END STUB (2)
5. NON-STANDARD CUL-DE-SAC (3)

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

G:\2000's\2424_South Sutter Land Deals\ South Sutter Land Deals\ 4A\Planning\Exhibits\SS_TM_LrCtr_Cvr.dwg, Plot Date: 4/17/2019 8:37 AM, Lorenzo Rivera

SMALL LOT TENTATIVE MAP

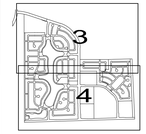
SUTTER POINTE - PHASE 1A

COUNTY OF SUTTER, CALIFORNIA

APRIL 12, 2019

SHEET 3 OF 4

SHEET INDEX DIAGRAM



OS-18
LAKE

MDR-14F

MDR-14E
(CLUSTER)

LDR-3

MDR-15A

MDR-15B

K-8
SCHOOL

P-6
PARK

FUTURE ROAD

STREET 1

PHASE 1B

PHASE 1A

SOUTH SUTTER LLC
35-260-016

SOUTH SUTTER LLC 35-260-016

SOUTH SUTTER LLC 35-260-020

EXISTING PARCEL BOUNDARY (TYP.)
SOUTH SUTTER LLC 35-260-020
SOUTH SUTTER LLC 35-260-021

SOUTH SUTTER LLC
35-260-020

MC KENZIE FARMS
35-250-006

MC KENZIE FARMS
35-250-007

MC KENZIE FARMS
35-250-008

NARAYAN
35-271-024

RASHED
35-271-021

SOUTH SUTTER 6000 LLC
35-271-026

SOUTH SUTTER LLC
35-260-021

IRBY
35-271-027

PAYNE
35-271-015

RECLAMATION DIST 1000
35-271-006

30' CANAL EASEMENT PER 302 OR 341 (TO REMAIN)

(P-11A)
LOT E
PARK
15.3 ± AC. (G)
15.3 ± AC. (N)

LOT HH
LANDSCAPE
1.7 ± AC.

(MDR-22B)
UNIT 4
156 DU
50'x90' TYP.
27.1 ± AC. (G)
25.2 ± AC. (N)

LOT XX
PRIVATE DRIVE
0.04 ± AC.

LOT YY
PRIVATE DRIVE
0.05 ± AC.

(MDR-22A)
UNIT 5
150 DU
45'x105' TYP.
24.7 ± AC. (G)
23.2 ± AC. (N)

LOT II
LANDSCAPE
1.0 ± AC.

LOT NN
LANDSCAPE
0.2 ± AC.

(MDR-16E)
UNIT 6
102 DU
50'x105' TYP.
18.8 ± AC. (G)
18.2 ± AC. (N)

(MDR-16C)
UNIT 7
145 DU
50'x90' TYP.
23.6 ± AC. (G)
23.4 ± AC. (N)

(LDR-5C)
UNIT 3
171 DU
60'x105' TYP.
38.2 ± AC. (G)
38.1 ± AC. (N)

(P-7D)
LOT H
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT X
LAKEWALK
0.3 ± AC. (G)
0.3 ± AC. (N)

(P-7D)
LOT W
LAKEWALK
0.5 ± AC. (G)
0.5 ± AC. (N)

(P-7D)
LOT I
MINI-PARK
0.6 ± AC. (G)
0.6 ± AC. (N)

(P-7D)
LOT J
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(OS-22A)
LOT P
LAKE
26.6 ± AC. (G)
26.6 ± AC. (N)

(P-7D)
LOT V
LAKEWALK
0.9 ± AC. (G)

LOT FF
LANDSCAPE
0.1 ± AC.

LOT GG
LANDSCAPE
0.1 ± AC.

LOT EE
LANDSCAPE
0.1 ± AC.

LOT LL
LANDSCAPE
0.1 ± AC.

LOT JJ
LANDSCAPE

LOT OO
LANDSCAPE

LOT AAA
PRIVATE DRIVE/
PASEO
0.05 ± AC.

40' PRIVATE ROAD RES 3 MAPS 108 (TO BE ABANDONED)

40' PRIVATE ROAD RES 1 MAPS 65

10' TELEPHONE EASEMENT 1124 OR 158

30' PACIFIC BELL EASEMENT 1146 OR 66

NATOMAS ROAD

WESTERN PACIFIC RAILROAD

STREET 10 · STREET 11 · STREET 12 · STREET 13 · STREET 14 · STREET 17 · STREET 18 · STREET 19 · STREET 20 · STREET 21 · STREET 22 · STREET 33 · STREET 34 · STREET 35 · STREET 36 · STREET 37 · STREET 38 · STREET 39 · STREET 40 · STREET 41 · STREET 42 · STREET 44 · STREET 45 · STREET 46 · STREET 48 · STREET 49 · COURT 35 · COURT 38 · COURT 42

SUB-MOD (1) · SUB-MOD (1) A · SUB-MOD (1) B · SUB-MOD (4) · SUB-MOD (5)

SEE SHEET 4

SEE SHEET 4

NORTH 0 100 200 400

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SMALL LOT TENTATIVE MAP

SUTTER POINTE - PHASE 1A

COUNTY OF SUTTER, CALIFORNIA

APRIL 12, 2019

SHEET 4 OF 4

SHEET INDEX DIAGRAM



SEE SHEET 3

SEE SHEET 3

LOT WW
PRIVATE DRIVE
0.05 ± AC.

(OS-22C)
LOT N
OPEN SPACE
4.2 ± AC. (G)
4.2 ± AC. (N)

LOT VV
PRIVATE DRIVE
0.06 ± AC.

LOT CC
LANDSCAPE/
PASEO
0.2 ± AC.

(LDR-5B)
UNIT 2
118 DU
70'x110' TYP.
30.9 ± AC. (G)
30.5 ± AC. (N)

(PS)
LOT Y
PUMP STATION
0.5 ± AC. (G)
0.5 ± AC. (N)

LOT LL
LANDSCAPE
0.1 ± AC.

(P-7D)
LOT V
LAKEWALK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT U
LAKEWALK
1.2 ± AC. (G)
1.2 ± AC. (N)

(P-7D)
LOT K
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT T
LAKEWALK
1.0 ± AC. (G)
1.0 ± AC. (N)

LOT DD
LANDSCAPE
0.1 ± AC.

(P-7C)
LOT D
CLUBHOUSE
2.6 ± AC. (G)
2.6 ± AC. (N)

LOT MM
LANDSCAPE
0.1 ± AC.

(P-7B)
LOT F
N.H. PARK
1.5 ± AC. (G)
1.4 ± AC. (N)

(P-7D)
LOT L
MINI-PARK
0.9 ± AC. (G)
0.9 ± AC. (N)

(P-7D)
LOT S
LAKEWALK
0.6 ± AC. (G)
0.6 ± AC. (N)

(OS-22A)
LOT P
LAKE
26.6 ± AC. (G)
26.6 ± AC. (N)

LOT BB
LANDSCAPE
0.04 ± AC.

(P-7D)
LOT M
MINI-PARK
1.2 ± AC. (G)
1.2 ± AC. (N)

LOT AA
LANDSCAPE
0.04 ± AC.

(OS-22B)
LOT Q
LAKE
4.5 ± AC. (G)
4.5 ± AC. (N)

(P-7E)
LOT R
LAKEWALK
3.4 ± AC. (G)
3.4 ± AC. (N)

LOT JJ
LANDSCAPE
0.1 ± AC.

LOT OO
LANDSCAPE
0.2 ± AC.

LOT KK
LANDSCAPE
0.1 ± AC.

(MDR-16D)
UNIT 10
102 DU
45'x65' TYP.
10.2 ± AC. (G)
9.5 ± AC. (N)

LOT ZZ
PRIVATE DRIVE
0.05 ± AC.

LOT TT
LANDSCAPE
0.7 ± AC.

LOT PP
LANDSCAPE
0.2 ± AC.

LOT UU
LANDSCAPE
0.1 ± AC.

LOT QQ
LANDSCAPE
0.2 ± AC.

(HDR-3A)
LOT A
HDR
10.3 ± AC. (G)
10.3 ± AC. (N)

LOT RR
LANDSCAPE
0.3 ± AC.

LOT Z
LANDSCAPE
3.0 ± AC.

(CR-9)
LOT C
COMMERCIAL CENTER
8.9 ± AC. (G)
8.9 ± AC. (N)

(LDR-5A)
UNIT 1
151 DU
55'x105' TYP.
33.0 ± AC. (G)
30.0 ± AC. (N)

(E1-4)
LOT B
EMPLOYMENT CENTER
28.1 ± AC. (G)
28.1 ± AC. (N)

(P-7A)
LOT G
N.H. PARK
4.1 ± AC. (G)
4.1 ± AC. (N)

LOT AAA
PRIVATE DRIVE/
PASEO
0.05 ± AC.

(MDR-16B)
UNIT 8
89 DU
45'x90' TYP.
14.5 ± AC. (G)
14.2 ± AC. (N)

(OS-17A)
LOT O
OPEN SPACE
5.0 ± AC. (G)
5.0 ± AC. (N)

LOT BBB
PRIVATE DRIVE/
PASEO

(MDR-16A)
UNIT 9
101 DU
45'X65' TYP.
10.1 ± AC. (G)
9.1 ± AC. (N)

LOT SS
LANDSCAPE
1.0 ± AC.

NATOMAS ROAD

RIEGO ROAD

50' PIPELINE EASEMENT PG&E 2017 OR 000412 (TO REMAIN)

50' ROAD EASEMENT PER 5 OR 104 (TO REMAIN)

70' PRIVATE ROAD & CANAL EASEMENT 5 OR 104 (TO REMAIN)

50' ± PROPOSED LANDSCAPE ESMT.

50' PIPELINE EASEMENT PG&E 2010-16491 (TO REMAIN)

24' PROPOSED LANDSCAPE ESMT.

EXISTING PARCEL BOUNDARY

MC KENZIE FARMS 35-250-008

MC KENZIE FARMS 35-250-009

ODYSSEUS FARMS 35-280-001

SOUTH SUTTER LLC 35-260-016

SOUTH SUTTER LLC 35-260-020

SOUTH SUTTER LLC 32-260-020

SOUTH SUTTER LLC 35-260-021

SOUTH SUTTER LLC 35-260-002

SANKEY 380 LLC 35-260-002

SHELLEY 35-340-020

SHELLEY 35-260-003

38 LAND COMPANY LLC 35-280-002

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REGIONALSAN
TAKING THE WASTE OUT OF WATER
Sacramento Regional County Sanitation District

APPROVED
BOARD OF DIRECTORS
by Reso #s SR-2879 &
APR 26 2017 SD-0249
Florence Evans
Clerk of the Board

8

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Director of Internal Services

Joseph Maestretti
Chief Financial Officer

Claudia Goss
Public Affairs Manager

www.regionalsan.com

Printed on Recycled Paper

DATE: April 26, 2017

TO: Honorable Board of Directors
Sacramento Regional County Sanitation District
Sacramento Area Sewer District

FROM: Sacramento Regional County Sanitation District
Sacramento Area Sewer District

SUBJECT: **Wastewater Service by Contract and Operating Agreement Between the Sacramento Regional County Sanitation District, the Sacramento Area Sewer District, and Sutter County, Contract No. 50000124**

RECOMMENDATION:

The Sacramento Regional County Sanitation District (Regional San) and the Sacramento Area Sewer District (SASD) recommend that your Boards adopt the attached Resolutions authorizing the District Engineer, or designee, to execute the Wastewater Service by Contract and Operating Agreement (Agreement) between Regional San, SASD, and Sutter County.

BACKGROUND:

The Sutter Point Specific Plan (SPSP) is a 7,528-acre new growth area in south Sutter County, just north of the Sacramento County line. In 2007, the Regional San Board authorized staff to work with the SPSP project team to study options for Regional San to provide sanitary sewer service to SPSP.

On June 10, 2009, the Regional San Board approved Principles of Agreement (POA) between Regional San and Sutter County for potential service to SPSP by a trunk sewer connection to Regional San's interceptor system near Elkhorn Boulevard. The POA established that Sutter County would pay all costs of service, such that there would be no financial liability for Regional San ratepayers. The POA also recognized that Regional San's existing interceptor system may not be able to serve SPSP without local flow storage and discharge control in the long-term. Sutter County committed to constructing detention basins to store its flow during wet weather, when interceptor capacity is constrained, and discharge it to the system when capacity becomes available. The POA also considered that SPSP may eventually be annexed into Regional San's service area, and that Sutter County may eventually become a signatory to Regional San's Master Interagency Agreement with its contributing agencies.

DISCUSSION:

Agreement discussions stopped shortly after the POA was approved due to poor economic conditions and slow development. In 2013, Agreement discussions

resumed, and soon thereafter, Sutter County requested SASD to provide maintenance and operation services for the collection and trunk sewer systems serving SPSP. SASD reviewed the request and confirmed that the requested service could be provided without cost or service impacts to existing customers.

The Agreement creates a service by contract between Regional San, SASD, and Sutter County as applicable under sections 56133 (a) and 56133 (e) of the Cortese-Knox-Herzberg Act, which legally establishes the ability for a county or a district to provide new or extended services by contract or agreement outside its jurisdictional boundaries. The Agreement establishes sewer system ownership, operations and maintenance responsibility, and financial and billing obligations. The following are highlights of the agreement provisions:

- Sutter County will finance, construct, and own both the collection system serving SPSP area and the trunk sewer system from SPSP to Regional San's interceptor system.
- SASD will provide all operations and maintenance of the collection and trunk sewer system.
- SASD will receive full rates from Sutter County for operation and maintenance services.
- SASD will pay no infrastructure cost, and therefore will not collect impact fees for connections.
- Regional San will provide interceptor conveyance and wastewater treatment and will collect full rates and impact fees consistent with the Regional San ordinance.
- Sutter County will reserve sufficient land for the future construction of a storage basin to divert and store flow when conditions warrant flow metering into interceptor system.

Regional San and SASD worked closely with Sutter County to develop this Agreement. Sutter County Board of Supervisors approved the Agreement on March 14, 2017, and staff is now requesting approval of the Agreement by the Regional San and SASD Boards.

FINANCIAL ANALYSIS:
Rates and fees charged for service to SPSP are expected to fully recover the cost of service for both SASD and Regional San. There are no anticipated financial impacts associated with implementing the Agreement.

CONCLUSION:

Regional San and SASD recommend that your Boards approve the Wastewater Service by Contract and Operating Agreement.

Respectfully submitted,

Christoph Dobson
Director of Policy and Planning

APPROVED,

Prabhakar Somavarapu
District Engineer

Attachment: A. Regional San Resolution
B. SASD Resolution
C. Sutter County Operating Agreement

Contact for additional information:
Christoph Dobson, Director of Policy and Planning, 876-6042

ATTACHMENT A

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

RESOLUTION NO. SR-2879

WASTEWATER SERVICE BY CONTRACT AND OPERATING AGREEMENT BETWEEN SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, AND SUTTER COUNTY (CONTRACT NO. 50000124)

WHEREAS, in 2009 the Sacramento Regional County Sanitation District (Regional San) executed a Principles of Agreement (POA) with Sutter County (County), to provide a connection point on the Upper-Northwest Interceptor to accept wastewater from the Sutter Point Development (Development); and

WHEREAS, the County has since additionally expressed interest in the Sacramento Area Sewer District (SASD) providing contracted maintenance and operation services for the Development; and

WHEREAS, Regional San, SASD, and the County desire to execute an Agreement for said services, pursuant to the Government Code Section 56133 (a) and 56133(e) of the Cortese-Knox-Herzberg Act, whereby said Agreement will address ownership, planning, financial, maintenance and operational roles and responsibilities of each entity.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereby approves the Agreement, and authorizes the District Engineer or designee to execute on behalf of REGIONAL SAN, the Wastewater Service by Contract and Operating Agreement, in substantially the form attached hereto, with the Sacramento Area Sewer District, and Sutter County.

ON A MOTION by Director **Warren**, and seconded by Director **Bruins**, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Regional County Sanitation District, State of California, this 26th day of April, 2017, by the following vote, to wit:

AYES: Directors, Bruins, Carr, Frost, Guerra, Harris, Kennedy, Ly, McGarvey, Morin, Nottoli, Orozco, Serna, Villegas, Warren

NOES: None

ABSENT: Directors, Ashby, Hume, Peters

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5))

Chair of the Board of Directors
Sacramento Regional County Sanitation District,
a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

(SEAL)

FILED
BOARD OF DIRECTORS
APR 26 2017
Clerk of the Board

ATTEST:
Clerk of the Board of Supervisors of Sacramento County, California, and ex-officio Secretary of the Board of Directors of the Sacramento Regional County Sanitation District

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 4.26.17

By:
Deputy Clerk, Board of Directors

ATTACHMENT B

SACRAMENTO AREA SEWER DISTRICT

RESOLUTION NO. SD-0249

WASTEWATER SERVICE BY CONTRACT AND OPERATING AGREEMENT BETWEEN SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, AND SUTTER COUNTY (CONTRACT NO. 50000124)

WHEREAS, in 2009 the Sacramento Regional County Sanitation District (Regional San) executed a Principles of Agreement (POA) with Sutter County (County), to provide a connection point on the Upper-Northwest Interceptor to accept wastewater from the Sutter Point Development (Development); and

WHEREAS, the County has since additionally expressed interest in the Sacramento Area Sewer District (SASD) providing contracted maintenance and operation services for the Development; and

WHEREAS, SASD, Regional San, and the County desire to execute an Agreement for said services, pursuant to the Government Code Section 56133 (a) and 56133(e) of the Cortese-Knox-Herzberg Act, whereby said Agreement will address ownership, planning, financial, maintenance and operational roles and responsibilities of each entity.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors of the SACRAMENTO AREA SEWER DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereby approves the Agreement, and authorizes the District Engineer or designee to execute, on behalf of SASD, the Wastewater Service by Contract and Operating Agreement, in substantially the form attached hereto, with the Sacramento Regional County Sanitation District, and Sutter County.

ON A MOTION by Director Bruins, and seconded by Director Kennedy, the foregoing resolution was passed and adopted by the Board of Directors of the Sacramento Area Sewer District, State of California, this 26th day of April, 2017, by the following vote, to wit:

AYES: Directors, Bruins, Carr, Frost, Kennedy, McGarvey, Morin, Nottoli, Serna

NOES: None

ABSENT: Directors, Hume, Peters

ABSTAIN: None

RECUSAL: None
(PER POLITICAL REFORM ACT (§ 18702.5))

Larry Carr

Chair of the Board of Directors
Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

(SEAL)

ATTEST: Amanda K. Bishop
Clerk of the Board of Supervisors of Sacramento County, California, and ex-officio Secretary of the Board of Directors of the Sacramento Area Sewer District

FILED
BOARD OF DIRECTORS
APR 26 2017
By: Florence Evans
Clerk of the Board

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman on 4.26.17

By: Amanda K. Bishop
Deputy Clerk, Board of Directors

Wastewater Service by Contract and Operating Agreement between Sacramento Regional County Sanitation District, Sacramento Area Sewer District, and Sutter County

January 3, 2017
Final Draft

SASD Dispatch	(916) 875-6730
Regional San PCC	(916) 875-9400 or (916) 875-9406
Sutter County	(530) 822-7450

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INTRODUCTION

This WASTEWATER SERVICE BY CONTRACT AND OPERATING AGREEMENT BETWEEN THE SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, AND SUTTER COUNTY (the "Agreement") is made this ____ day of _____, 2017, by and between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700, hereinafter referred to as "REGIONAL SAN"; SACRAMENTO AREA SEWER DISTRICT, a sanitation district formed pursuant to, and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700, hereinafter referred to as "SASD"; and SUTTER COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

WHEREAS, wastewater from the Sutter Pointe Specific Plan Area within the COUNTY, as shown on Exhibit A (the "SPSP Area"), is proposed to flow into the Upper Northwest Interceptor portion of the REGIONAL SAN sewer system, and be treated at the Sacramento Regional Wastewater Treatment Plant (SRWTP); and

WHEREAS, the intent of this Agreement is to meet regulatory requirements and to provide a basis for REGIONAL SAN, SASD and the COUNTY to work together to provide sewer service to users, establish operation and maintenance responsibilities, determine financial billing responsibilities, define system ownership, ensure ordinance compliance, outline rates and fees; and

WHEREAS, the intent of this Agreement is to establish the COUNTY as a customer of SASD and REGIONAL SAN as the entities using the sewer system; and

WHEREAS, the SPSP Area is not within the Service Area boundaries of REGIONAL SAN or SASD; and

WHEREAS, Section 56133 (a) of the Cortese-Knox-Hertzberg Act which establishes procedures for local government changes of organization, and Section 56133 (e) allows for contracts or agreements solely involving two or more public agencies are exempt from requiring approval from Local Agency Formation Commission (hereinafter referred to as LAFCO); and

WHEREAS, this Agreement creates a service by contract between REGIONAL SAN, SASD, and the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and acting pursuant to Section 4760 of the Health and Safety Code of the State of California and the Joint Exercise of Powers Act of said State, REGIONAL SAN, SASD, and the COUNTY agree as follows:

SECTION 1: DEFINITIONS

Within this Agreement, the following words have the meanings specified below.

CEQA: The California Environmental Quality Act (California Public Resources Code Section 21,000, et seq.).

COUNTY: Sutter County.

COLLECTION SYSTEM OPERATIONS NOTICE (CSON) PROGRAM: A program implemented by the REGIONAL SAN Wastewater Source Control Section (WSCS) to provide notification and effective communication of pertinent information for planned sewer system events such as chemical additions, large scale cleaning, construction plugs, and various routine operational, maintenance, and construction activities that may have significant impacts on downstream sewer systems and the SRWTP. These "significant impacts" are further described within the CSON program.

COLLECTOR: A sanitary sewer (including pumping facilities and in-line facilities belonging to that sanitary sewer) designed to carry less than one million gallons per day peak wet weather flow and receiving wastewater directly from other such collector sewers or sewer laterals; or any sanitary sewer that services only one user.

CUSTOMER: The person, agency, or entity paying for sewer service. The COUNTY, on behalf of the COUNTY's Users (as defined below), is the Customer with respect to sewer service provided to actual Users within the SPSP Area.

DEVELOPMENT IMPACT FEE: The County of Sutter development impact fee for the Sutter Pointe Specific Plan Area.

DISTRICT ENGINEER: The District Engineer of REGIONAL SAN and SASD.

EFFECTIVE DATE: The date that this Agreement is approved by the governing bodies of REGIONAL SAN, SASD, and the COUNTY and executed by all parties.

EQUIVALENT SINGLE-FAMILY DWELLING (ESD) or EQUIVALENT DWELLING UNIT (EDU): A parameter used to identify the sewage discharge from a single-family detached residential dwelling. For purposes of this Agreement, one ESD is equivalent to 310 gallons per day of sewer flow.

INCIDENT RESPONDER: An individual within REGIONAL SAN or SASD who is in charge of an SSO at any given time.

NPDES: National Pollution Discharge Elimination System.

O&M (M&O): Operations and Maintenance.

POINT OF CONNECTION: The point where SPSP Sewer Facilities will connect to the REGIONAL SAN interceptor system.

POINT OF DEMARCATION: The point in the sanitary sewer where ownership, operation, and maintenance transitions from one agency to another.

RATE: Monthly rate that all users of the sewer system must pay to use the sewer system.

REGIONAL SAN: Sacramento Regional County Sanitation District.

REGIONAL SAN CONSOLIDATED ORDINANCE: An ordinance, adopted on December 13, 2013, and as subsequently amended, that relates to the operation and regulatory powers of REGIONAL SAN.

RESPONSIBLE AGENCY: With respect to SSO, the agency ultimately responsible for responding, cleanup, mitigation, and reporting of the SSO.

SACRAMENTO REGIONAL WASTEWATER TREATMENT PLANT (SRWTP): REGIONAL SAN'S treatment facility located at 8521 Laguna Station Road, Elk Grove, CA 95758.

SANITARY SEWER or SEWER: A pipe or conduit including pumping facilities and in-line treatment and control facilities that receives and carries wastewater.

SANITARY SEWER OVERFLOW (SSO): Any overflow, spill, release, or discharge of untreated or partially treated wastewater from a sewer collection system, as defined in the most current WDR (as defined below).

SASD: Sacramento Area Sewer District.

SPSP AREA: The Sutter Pointe Specific Plan Area located within the COUNTY, as depicted on Exhibit A.

SPSP SEWER FACILITIES: The facilities described on Table 2.1 below and more particularly described on Exhibit B.

SEWER IMPACT FEE (FEE): Fee to pay for User's proportionate share of sewer capacity and associated costs, including conveyance, treatment, and discharge.

STANDARD OPERATING PROCEDURE (SOP): The published or prescribed typical methodology for operations of wastewater collection, conveyance, or treatment facilities.

TRUNK SEWER: A sanitary sewer other than an interceptor sewer (including pumping facilities and in-line facilities belonging to that sewer) that is designed to carry between 1 MGD and 10 MGD peak wet weather flow and receiving wastewater from two or more different Users.

USER: Any person or entity that discharges waste directly or indirectly to the sewer collection system, causes, or allows such discharge. For purposes of this Agreement, the term "User" shall also include the actual wastewater generators within the SPSP Area.

WASTEWATER: The liquid and water-carried wastes from dwellings, commercial buildings, industrial facilities, institutions, and other sources, whether treated or untreated, which enter or are permitted to enter the sanitary sewer. This term also includes ground, surface, and storm waters as may be present in the sewer system.

WASTEWATER SOURCE CONTROL SECTION (WSCS): A section within REGIONAL SAN that protects the SASD and REGIONAL SAN sewage collection and treatment facilities and the SPSP Sewer Facilities by controlling pollutant discharges to the sewer system. WSCS works to reduce the discharge of pollutants to the sewer by educating businesses and the general public on the waste reduction, management, and appropriate disposal.

WDR: Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003-DWQ, promulgated by the State Water Resources Control Board (SWRCB), and subsequent revisions.

SECTION 2: FACILITIES

A. POINT OF CONNECTION & POINT OF DEMARCATION

REGIONAL SAN will provide a Point of Connection to the Upper Northwest Interceptor at or near the intersection of West 6th Street and Elkhorn Boulevard in Rio Linda, California as shown in Exhibit B (attached hereto). REGIONAL SAN will accept sewer flows from the COUNTY at this point and convey said flows to REGIONAL SAN'S regional wastewater treatment plant for treatment and disposal. The Point of Demarcation between the SPSP Sewer Facilities and the REGIONAL SAN interceptor system is shown on Exhibit C (attached hereto).

B. SPSP SEWER FACILITIES

1. SPSP SEWER FACILITIES

For purposes of this Agreement, the "SPSP Sewer Facilities" are described on Table 2.1 below and in Exhibit B, attached hereto and incorporated by this reference.

Table 2.1 – SPSP Sewer Facilities

No.	
1	Collection & Trunk System (including lift stations)
2	Pumping Plant(s) – Phase 1 and Buildout, including a 3.0-acre site.
3	Force Main(s) to REGIONAL SAN System – Phase 1 and Buildout.
4	Odor Control System (if required)

2. DESIGN AND CONSTRUCTION OF SPSP SEWER FACILITIES

The SPSP Sewer Facilities shall be designed and constructed: (i) pursuant to plans and specifications approved by SASD and REGIONAL SAN, and (ii) in accordance with REGIONAL SAN standards and the most current SASD Standards and Specifications.

The cover sheets of all plan sets shall have approval/signature lines for REGIONAL SAN and SASD. Plan revisions shall require the approval of REGIONAL SAN and SASD. The COUNTY shall provide inspections and management of the construction of the SPSP Sewer Facilities; provided that, SASD and REGIONAL SAN shall also perform necessary capacity analysis, plan checking and inspections to verify conformity of the SPSP Sewer Facilities with SASD and REGIONAL SAN standards.

3. TIMING OF DESIGN AND CONSTRUCTION OF SPSP SEWER FACILITIES

The timing of the design and construction of the SPSP Sewer Facilities shall be determined by the COUNTY during the development entitlement process for the SPSP Area. COUNTY shall coordinate with REGIONAL SAN and SASD prior to commencement of any construction or phases of work.

4. COSTS OF SPSP SEWER FACILITIES

The COUNTY shall be responsible for all of the costs of the planning, design, inspection, and construction of the SPSP Sewer Facilities. SASD and REGIONAL SAN shall invoice the COUNTY on a time and materials basis for any costs incurred by SASD or REGIONAL SAN related to any sewer study review, capacity analysis, plan check or construction inspections performed by SASD or REGIONAL SAN in connection with the planning, design and construction of the SPSP Sewer Facilities and the COUNTY shall be responsible to reimburse SASD and REGIONAL SAN for such costs. The COUNTY shall be responsible for the costs of operation and maintenance (O&M) of the SPSP Sewer Facilities, as discussed in Sections 3 and 6 of this Agreement.

5. FINANCING OF SPSP SEWER FACILITIES

a. The COUNTY will develop a comprehensive infrastructure financing plan for the SPSP Area to account for the capital costs for all SPSP Sewer Facilities. Facility costs would be collected through either a Development Agreement with, or exaction from, the developers

b. The financing plan shall be designed in such a manner that REGIONAL SAN sewer impact fees are collected by the COUNTY from all Users that connect to the Sutter Pointe sewer system. The REGIONAL SAN sewer impact fees shall be paid to REGIONAL SAN pursuant to the payment schedule set forth in Table 6.1.

c. The COUNTY shall consider adoption of a development impact fee and reimbursement program that assures adequate long-term funding for the construction of all wastewater infrastructure facilities that shall be required to serve Sutter Pointe through build-out. In considering and acting on such impact fees and reimbursement program, the COUNTY shall follow the then current requirements of State law.

The fee and reimbursement program shall utilize a methodology that:

(1) Assures a fair share allocation and reimbursement of costs;

(2) Requires future developers to reimburse earlier developers who build excess capacity to serve the future developers' lands;

(3) Reserves capacity created by such facilities sufficient to serve the properties owned and/or controlled by the participating developer;

(4) Provides that reimbursement, credit and reserved capacity rights remain with the earlier developers unless otherwise agreed by the parties; and

(5) Provides for transfer of reimbursement, credit and reserved capacity rights to a third party by private agreement provided, however, that no private agreement shall or may authorize connection to any property that is outside of the SPSP service area. Further, once adopted, the program and the collection of impact fees, or an equivalent program for the collection of the costs of the construction of all wastewater infrastructure facilities, shall remain in full force and effect whether or not the COUNTY transfers its interest in the wastewater infrastructure system to a successor-in-interest for the time frame necessary to reimburse for the costs of the capacity. The COUNTY anticipates entering into a separate agreement with the developers within the SPSP Area to memorialize the adoption and implementation of such development impact fee and reimbursement program.

(6) SASD and REGIONAL SAN shall be provided an opportunity to review and comment on the proposed program prior to adoption.

d. The COUNTY will administer the fee and reimbursement program. Neither SASD nor REGIONAL SAN will participate in the administration of said program.

6. OWNERSHIP OF SPSP SEWER FACILITIES

The COUNTY shall own the SPSP Sewer Facilities upon their completion until such time that the COUNTY conveys its interest therein as pursuant to Section 2.C below, if the COUNTY ultimately elects to convey its interest in the SPSP Sewer Facilities.

C. TRANSFER OF SPSP SEWER FACILITIES

If, by mutual agreement, an SPSP Sewer Facility is transferred from the COUNTY to another service provider, a transfer agreement shall be prepared, including a description of the facilities and real property rights to be transferred, a description of transferred operation and maintenance responsibilities, and a description of the entity who will be responsible for any and all financial obligations contained in this Agreement related to the transferred facilities and the amount and payment times for the transferred obligation(s).

D. EASEMENTS AND RIGHTS OF WAY

REGIONAL SAN, SASD, and the COUNTY agree that each agency, as an agent of the other, shall be authorized to use each other's existing easements or rights-of-way as reasonably necessary to carry out provisions of this Agreement, unless precluded by law or by the terms of the grant of easement or right-of-way. In furtherance of the foregoing, COUNTY agrees that the COUNTY'S sewer easements shall permit SASD and REGIONAL SAN to operate and maintain the sewer system lying within said easement areas. If an easement or right-of-way is situated in a public street or highway, the laws of the State of California shall govern its joint usage in the absence of a specific agreement.

E. FACILITY MODIFICATIONS

Any physical modifications to REGIONAL SAN, SASD, or COUNTY facilities that could affect compliance with the current waste discharge requirements, NPDES permits, or other applicable standards, significantly change the rate of flow, or materially affect the O&M of any other REGIONAL SAN, SASD or COUNTY facility must be coordinated between and agreed to by all agencies.

SECTION 3: OPERATION AND MAINTENANCE

The boundaries of ownership, operation, and maintenance responsibility of the SPSP Sewer Facilities are at the Point of Demarcation, as described in Section 2.A and shown in Exhibit C.

A. OPERATION AND MAINTENANCE ACTIVITIES

It is understood that there is a potential for maintenance activities conducted by REGIONAL SAN, SASD, or the COUNTY to cause temporary operational impacts within each other's sewer systems. REGIONAL SAN, SASD, and the COUNTY shall work together to implement measures that mitigate or minimize operational impacts.

B. ACCESS TO FACILITIES

REGIONAL SAN, SASD, and the COUNTY shall allow reasonable access to each other's facilities, subject to the operational limitations of the facility owner. Access to REGIONAL SAN facilities shall be requested through the REGIONAL SAN access permit process, as described in the REGIONAL SAN Ordinance. A REGIONAL SAN representative can be contacted (24 hrs) at (916) 875-6730. Access to SASD facilities shall be requested through the SASD access permit process. A SASD representative can be contacted (24 hrs) at (916) 875-6730. Access to SPSP Sewer Facilities shall be coordinated with the County Public Works Director at (530) 822-7450.

C. ODOR AND CORROSION CONTROL

1. RESPONSIBILITY

Each agency is responsible for odor and corrosion control originating in the facilities they operate and maintain.

The COUNTY will be responsible for the initial or future installation of an odor control system if and when both the COUNTY and REGIONAL SAN determine such an odor control system is necessary to control odors originating from and caused by the SPSP Sewer Facilities. The COUNTY agrees that its consent to the installation of an odor control system shall not be unreasonably withheld.

2. AGENCY COORDINATION FOR ODOR RESPONSE

REGIONAL SAN, SASD and COUNTY shall coordinate responses to odor complaints near the Points of Demarcation.

When an agency receives an odor complaint, it shall:

(1) Investigate to identify possible sources of the odor complaint within a response time consistent with their standard operating procedures.

(2) If it is determined that the agency receiving the complaint is the responsible agency, it shall mitigate the odor issue as necessary to remedy the issue.

(3) If it is suspected that another agency may be responsible for the odor complaint, the agency receiving the complaint shall immediately contact such other agency.

(4) Until the responsible agency is agreed upon by REGIONAL SAN, SASD and the COUNTY, all agencies shall remain engaged in finding a solution and work collaboratively to resolve any odor issues.

D. DATA ACQUISITION

REGIONAL SAN, SASD, and the COUNTY may request existing data and information for planning, monitoring, and/or operational purposes from each other. This data and information (excluding any privileged data or information) shall be made available within a reasonable timeframe.

E. NON-PERMITTED DISCHARGE

REGIONAL SAN, SASD, and the COUNTY are responsible for controlling waste discharges into their system that are not permitted by the other agencies. REGIONAL SAN, SASD, and the COUNTY shall notify each other as soon as any agency becomes aware of any non-permitted discharges that enter the other agency's sewer. Ordinance enforcement shall be coordinated between REGIONAL SAN, SASD, and the COUNTY.

F. NOTIFICATION

Each agency shall notify the others through proper notification processes of any operational issues or any future operation or maintenance activities that may be detrimental to safe operations of each other's sewer system (see Section 12 for proper notice information).

The COUNTY shall follow requirements of the REGIONAL SAN Collection System Operations Notice (CSON) program for activities conducted in the COUNTY collection facilities that could impact REGIONAL SAN facilities, or the SRWTP. REGIONAL SAN agrees to provide a minimum of 48 hours' notice to the COUNTY for any planned activity that could impact the COUNTY or COUNTY infrastructure.

REGIONAL SAN, SASD, and the COUNTY shall notify each other immediately upon discovery of any prohibited activities or discharges as outlined in their respective ordinances or municipal codes.

As a condition of authorizing any temporary discharge of non-domestic wastewater to the sanitary sewer system, the COUNTY shall require dischargers to obtain approval from the REGIONAL SAN WSCS.

Notifications of any SSO's shall be in accordance with Sections 4 and 12 of this Agreement and all regulatory requirements.

G. OPERATION AND MAINTENANCE ACTIVITIES FOR SPSP SEWER FACILITIES

SASD shall provide O&M services to the COUNTY for the SPSP local sewer system. The COUNTY shall pay SASD for SASD's performance of O&M services (including repair and replacement as specified in Section 6.C below, permit acquisition, compliance and reporting as well as SSO response, mitigation, clean-up, and reporting) for all of the SPSP Sewer Facilities. SASD shall provide such O&M services to COUNTY consistent with SASD's normal and customary practices and standards. For such O&M service, the COUNTY shall pay SASD the same rates that SASD collects from its comparable users. Services and/or improvements to the SPSP Sewer Facilities and associated appurtenances in excess of those which are consistent with SASD's normal and customary practices and standards shall remain the responsibility of the COUNTY.

SASD shall provide said O&M services for a minimum of ten (10) consecutive years. On January 1 of year five of the contract term, and every following year, SASD and the COUNTY shall evaluate continuing O&M services. If SASD or the COUNTY (or any successor-in-interest) has provided the other party with written notice of its interest in terminating the O&M services, SASD and COUNTY (or any successor-in-interest) will meet and confer regarding the termination of O&M services being provided. The intent of this provision is to allow for a 5 year transition period once the notice of termination has been issued.

Should the parties agree that termination of O&M services by SASD and initiation of O&M services by the COUNTY (or any successor-in-interest) is in the collective best interests of both SASD and the COUNTY (or any successor-in-interest), then the parties shall prepare a mutually agreeable plan for transition of O&M responsibilities, including but not limited to allocation of the human resources and rolling stock serving the SPSP Area. To be effective the plan shall be approved by the respective boards of SASD and COUNTY not later than December 31st of year 5 (or any subsequent year). SASD and the COUNTY (or any successor-in-interest) agree that said approvals shall not be unreasonably withheld.

SECTION 4: SSO COORDINATION

A. INCIDENT OWNERSHIP

SASD shall provide SSO response, mitigation, clean-up and reporting for the SPSP Sewer Facilities. When an SSO is reported, the agency receiving the notification (either the COUNTY, SASD or REGIONAL SAN) shall notify SASD. SASD shall investigate the SSO and take all appropriate steps to respond in accordance with SASD's SSO Standard Operating Procedures (SOP). If it is determined that another agency is the responsible party, a transfer of the incident shall be made by calling the other agency's point of contact (Section 12). The responsible agency shall assume the Incident Responder role as soon as they are contacted. Date and time of changes in Incident Responder shall be communicated verbally and documented by both initial and relieving Incident Responders.

If COUNTY personnel are notified or become aware of an SSO, the COUNTY shall notify SASD. If onsite, the COUNTY shall take appropriate action to ensure the public is kept a safe distance from the SSO and remain onsite until the Incident Responder arrives. If it is determined that the SSO has occurred from a private wastewater system, then the COUNTY's Public Health Division shall become the Incident Responder after notification from SASD.

As the Incident Responder, SASD and REGIONAL SAN agree to take initial measures to contain and minimize a spill. To the extent that staff in one agency can help the other agency without jeopardizing the functioning of their own systems, these efforts shall continue until the Responsible Agency has mobilized to the site with necessary equipment and personnel to continue SSO abatement.

Once notified, the Responsible Agency agrees to mobilize all necessary equipment and personnel in a timely manner.

B. SSO RESPONSIBILITY

The agency with O&M responsibility for a particular facility is also responsible for controlling and correcting SSO's originating in that facility. An agency's assumption of the role of Incident Responder, with respect to an SSO, shall not alone make the agency responsible for the SSO.

C. SSO REPORTING

In accordance with the State Wastewater Discharge Requirements (WDR), the COUNTY owned SPSP Sewer Facilities will require a separate Waste Discharger Identification (WDID) number. SASD intends to meet the WDR Sewer System Management Plan (SSMP) requirements for SPSP by reference to SASD's existing SSMP. The agency with O&M responsibility for a particular facility in which an SSO originated shall report their SSO in accordance with the most current regulations.

SECTION 5: PLANNING COORDINATION

A. CAPACITY PLANNING

Capacity demands may change depending on future development needs. Each agency shall coordinate pertinent planning changes to ensure that sewer service needs are met.

B. CAPACITY DEMANDS/LIMITATIONS FOR SPSP AREA

Table 5.1 below sets forth the proposed land uses and maximum flows to be discharged by the COUNTY into the REGIONAL SAN system from the SPSP Area.

Table 5.1 Maximum Wastewater Flows

Estimated Acres			Maximum Flow Rates	
Residential Land Uses	Commercial / Industrial Land Uses	**Total**	Average Dry Weather Flow, mgd	Peak Wet Weather Flow, mgd
4,106.2	**3,421.4**	**7,527.6**	**11.22**	**23.1**

REGIONAL SAN shall collect, convey, treat, and dispose of the SPSP Area's wastewater up to the maximum flows identified in Table 5.1 above. Unless approved otherwise in writing by REGIONAL SAN, COUNTY shall limit the discharge into the REGIONAL SAN system to the maximum flows identified in Table 5.1 above. The COUNTY shall construct, or cause to be constructed, all collection and conveyance systems needed to safely and efficiently transfer wastewater flow from the SPSP Area to REGIONAL SAN's Point of Connection. At the request of

the COUNTY, REGIONAL SAN shall evaluate available capacity in its conveyance and treatment facilities to provide service in excess of flow rates identified in Table 5.1 after first providing for Users within REGIONAL SAN's existing Service Area.

The COUNTY may deviate from the land use designations identified in Table 5.1 without REGIONAL SAN's and/or SASD's approval so long as the deviation does not have a material adverse effect on REGIONAL SAN's and/or SASD's systems.

Any increase in service to the SPSP Area above the flow rates shown in Table 5.1 shall be the subject of a future agreement mutually agreed upon by the parties hereto.

COUNTY Users shall be located within the SPSP Area. REGIONAL SAN shall include the planned and approved sewer capacity demands of the SPSP Area in any sewer capacity evaluation in order to ensure that sewer capacity demands of the SPSP Area are met.

C. PLANNING UPDATES

REGIONAL SAN, SASD, and the COUNTY shall coordinate with each other prior to creating or making changes to facilities that impact the connections to each other's systems. Any increase in sewer capacity for the SPSP Area above the flow rates set forth in Table 5.1 requires approval from the REGIONAL SAN and SASD.

SECTION 6: FINANCIAL CONSIDERATIONS

A. ACCOUNTING AND BILLING

REGIONAL SAN, SASD, and the COUNTY agree to maintain records that confirm billing and transfers of billed amounts representative of the number of users being provided service and to make records available upon request. The COUNTY agrees to inform SASD and REGIONAL SAN on a monthly basis of the names, addresses, and Users/Customers who are connected with their respective facilities.

The COUNTY shall remit REGIONAL SAN Fees to REGIONAL SAN and remit monthly rates to REGIONAL SAN and SASD on a semi-annual basis (twice a year) as follows:

Table 6.1 – Payment Schedule

Period Covered	Payment due no later than
July 1 through December 31	January 30
January 1 through June 30	July 31

The COUNTY is responsible for all costs associated with billing, collection, and transmittal of Impact Fees and Rates.

B. RATES AND FEES

1. REGIONAL SAN RATES & FEES

The COUNTY shall collect Rates and Fees from its Users. Properties located in the SPSP Area which have sewers connected to the REGIONAL SAN sewer system shall be subject to prescribed Rates and Impact Fees for use and connection to the REGIONAL SAN sewer system. These Rates and Impact Fees are governed by the REGIONAL SAN Ordinance and adopted by its Board.

The COUNTY shall pay 100% of REGIONAL SAN's Rates for the Users that are connected to the REGIONAL SAN sewer system. The COUNTY shall pay 100% of REGIONAL SAN's Impact Fees for the Users that connect to the REGIONAL SAN sewer system.

In order for COUNTY to comply with the requirements of Proposition 218 as it relates to the COUNTY's Users, REGIONAL SAN shall use its best efforts to notify COUNTY of REGIONAL SAN's consideration of any proposed change to its impact fees or user charges in sufficient time to allow COUNTY to complete its Proposition 218 compliance requirements relating to corresponding changes in COUNTY's impact fees and rates prior to REGIONAL SAN changing its impact fees or rates. The COUNTY shall be responsible for notifying the COUNTY Customers of COUNTY proposed fee changes, as appropriate, or rate changes in accordance with Proposition 218 requirements, as may be applicable.

The COUNTY shall collect all rates and fees from its Customers, except any Industrial Pretreatment Program rates or fees. REGIONAL SAN's Industrial Pretreatment Program rates or fees shall be collected directly by the REGIONAL SAN Industrial Pretreatment Program, as described in Section 8.C below. Notwithstanding the foregoing, the rates and impact fees paid by the COUNTY to REGIONAL SAN shall be the same as all other comparable existing users of REGIONAL SAN pay for similar service in accordance with REGIONAL SAN's ordinances.

2. SASD RATES & FEES

For providing of O&M services, the COUNTY shall pay 100% of SASD's Rates for their Customers that are connected to the SPSP Sewer Facilities. SASD's Rates include a component for repair and replacement of the SPSP Sewer Facilities as is described more particularly in Section 6.C below.

No impact fees will be paid to SASD. As such, the cost to construct any impact fee funded sewer facilities will not be reimbursed by SASD.

In order for COUNTY to comply with the requirements of Proposition 218 as it relates to the COUNTY's Customers, SASD shall use its best efforts to notify COUNTY of SASD's consideration of any proposed change to its rates in sufficient time to allow COUNTY to complete its Proposition 218 compliance requirements relating to corresponding changes in COUNTY's user charges prior to SASD changing its rates. The COUNTY shall be responsible for notifying

the COUNTY Customers of COUNTY proposed rate changes in accordance with Proposition 218 requirements, as may be applicable.

The COUNTY shall collect all rates from its Customers. Notwithstanding the foregoing, the rates paid by the COUNTY to SASD shall be the same as all other comparable existing users of SASD pay for similar service in accordance with SASD ordinances.

3. MUTUAL AID REIMBURSEMENT

The COUNTY shall make payments associated with the COUNTY receiving services from REGIONAL SAN and/or SASD for Emergency Mutual Aid to the extent the COUNTY is responsible for such payments as provided elsewhere in this Agreement. Prior to the COUNTY being required to make any payments as provided in the preceding sentence, REGIONAL SAN and/or SASD, as applicable, shall first be required to provide the COUNTY with reasonable back-up documentation substantiating such expenditures. To the extent the COUNTY has provided services to REGIONAL SAN and/or SASD for either (1) Emergency Support, or (2) Emergency Mutual Aid for which either agency is responsible pursuant to the terms hereof, the COUNTY shall be entitled to take credits against other sums owing to such agencies under this Agreement.

Notwithstanding the foregoing, prior to the COUNTY being entitled to credits as provided in the preceding sentence, the COUNTY shall first be required to provide REGIONAL SAN and/or SASD, as applicable, with reasonable back up documentation substantiating any expenditures for which the COUNTY asserts it is entitled credits, and in the event any party objects to another party's determination of either the nature or amount of such credits the parties shall meet and confer to resolve any disagreement prior to the COUNTY being entitled to take any such credits against any sums owing to either REGIONAL SAN and/or SASD under this Agreement.

4. COUNTY ELECTION TO ASSUME O&M RESPONSIBILITIES

If the COUNTY elects to assume the O&M responsibilities for the SPSP Sewer Facilities, the COUNTY and SASD shall meet and confer to discuss the transition of providing O&M services, as well as to determine what portion of the collected rate, or rates to be collected, shall be reimbursed to the COUNTY or SASD, as applicable.

The parties acknowledge and agree that it is their intention that in the event of such an assumption by the COUNTY: (i) the COUNTY be reimbursed its fair share portion of the SASD Rate allocated to repair and replacement of the SPSP Sewer Facilities that has been collected but not then used by SASD at the time of such assumption; and (ii) SASD be reimbursed its fair share portion of future SASD Rates allocated to the O&M of the SPSP Sewer Facilities to be collected by the COUNTY to offset expenditures incurred by SASD for activities necessary for proper operation for the initial startup of the SPSP Sewer Facilities performed by SASD to the extent such expenditures were not previously recouped by SASD.

C. REPLACEMENTS AND REPAIRS

After construction, testing, and acceptance of the SPSP Sewer Facilities by COUNTY, SASD shall be responsible for the repair and replacement of the SPSP Sewer Facilities as part of SASD's O&M responsibilities unless and until the COUNTY elects to assume such O&M responsibilities. Furthermore, the SASD Rate includes a component thereof allocable to repair and replacement of the SPSP Sewer Facilities. Upgrades, changes or betterments to facilities for purposes of increasing capacity of the SPSP Sewer Facilities shall be the responsibility of the COUNTY if such are not included in the fees and rates paid to SASD and REGIONAL SAN. SASD and REGIONAL SAN agree not to initiate work and/or bill the COUNTY for upgrades, changes and/or betterments to the SPSP Sewer Facilities without prior written consent form COUNTY.

D. WASTEWATER SOURCE CONTROL PROGRAMS

Currently, REGIONAL SAN administers mandated Federal Pretreatment Programs and local source control programs. Subject to applicable approval requirements of each agency, the District Engineer and COUNTY Public Works Director may enter into agreements covering the reimbursement to the COUNTY or REGIONAL SAN for the COUNTY's or REGIONAL SAN'S fair and reasonable share of their respective staff time and resources dedicated to the administration of their respective source control programs.

E. OTHER COSTS

Subject to each agency's approval requirements, REGIONAL SAN, SASD, or the COUNTY may enter into future agreements to reimburse costs for other services provided. Expenses chargeable for services provided shall be fixed in nature and shall provide full reimbursement for all costs, whatever the nature, incurred in providing such services. The agency providing the services shall be entitled to recover actual loaded rate costs.

F. AUDITS

Regional San, SASD, and the COUNTY have the authority to audit, or appoint auditors, as necessary to examine the financial records of the other agencies to determine if rates and fees have been correctly and timely collected and remitted by the other agency in accordance with the terms of this agreement. Regional San, SASD and the CITY will make available all requested records and will assist the auditors in their efforts.

SECTION 7: EMERGENCY MUTUAL AID

A. EMERGENCY MUTUAL AID

COUNTY, SASD and REGIONAL SAN may provide emergency mutual aid to each other. To the extent that staff in one agency can help the other agency without jeopardizing the functioning of their own systems, both agencies shall share staff and resources for the benefit of

the Sacramento Area and the SPSP Area. The recipient of the services shall reimburse the provider of the services pursuant to Section 6 of this Agreement.

B. RESOURCES

When resources are loaned by one agency to another, the provider shall keep records for the labor hours, equipment, and expenses incurred.

SECTION 8: ADHERENCE TO REGULATIONS

A. APPLICABLE LAWS AND REGULATIONS

REGIONAL SAN, SASD, and the COUNTY agree to operate all facilities in conformance with all pertinent ordinances, laws and regulations.

B. REGIONAL SEWER ORDINANCE

REGIONAL SAN's ordinances regulate the use of public sewers, and may be amended as required. The COUNTY code shall ensure that all discharges to the public sewer system comply with applicable REGIONAL SAN ordinance and prohibit the discharge of any substance prohibited by the REGIONAL SAN ordinance. The COUNTY code shall also allow enforcement by REGIONAL SAN of the provisions in the REGIONAL SAN ordinance that relate to pretreatment of industrial wastes.

C. WASTEWATER DISCHARGE PRETREATMENT PROGRAM

The REGIONAL SAN Wastewater Source Control Section shall issue wastewater discharge permits under the REGIONAL SAN Pretreatment Program to users within the SPSP Area. The COUNTY shall grant access to its sewer system to REGIONAL SAN for the purpose of administering the Pretreatment Program.

SECTION 9: COUNTY'S SUCCESSOR IN INTEREST

If the SPSP Area becomes an incorporated city, then the COUNTY may assign its duties and obligations under this Agreement, to the successor city or other public service provider which must fully assume said duties and obligations. Upon full assumption of such duties and obligations by the successor city or other public service provider, REGIONAL SAN and SASD shall release the COUNTY from such duties and obligations subject to the conditions set forth in this Section 9.

Should the COUNTY form a county service area, community services district or other public service provider to provide sewer service within the SPSP Area, then the COUNTY may assign its duties and obligations under this Agreement to said service provider which must fully assume such duties and obligations.

The COUNTY may assign its duties and obligations under this Agreement, to a successor privately owned PUC regulated service provider, then said successor must fully assume said duties and obligations. Upon full assumption of such duties and obligations by the successor public or privately owned PUC regulated service provider, REGIONAL SAN and SASD shall release the COUNTY from such duties and obligations subject to the conditions set forth in this Section 9.

Any assignment by the COUNTY of any duties and obligations under this Agreement, or successors in interest of the COUNTY, must be preapproved by REGIONAL SAN and SASD. REGIONAL SAN and SASD agree that their preapproval shall not be unreasonably withheld. Upon REGIONAL SAN and SASD approval, REGIONAL SAN and SASD shall release the COUNTY from such duties and obligations.

SECTION 10: COOPERATION IN COMPLIANCE WITH CEQA

The COUNTY, REGIONAL SAN, and/or SASD agree to mutually cooperate with one another in any CEQA proceedings arising out of or in connection with implementing this Agreement.

SECTION 11: FUTURE ANNEXATION

This Agreement does not constitute a pre-annexation agreement between the parties.

Nothing in this Agreement precludes any party from processing all legally required applications and approvals and taking all legally required steps for annexation of the SPSP Area into REGIONAL SAN and/or SASD.

Notwithstanding the foregoing, upon agreement by the parties to mutually cooperate in seeking annexation of the SPSP Area into REGIONAL SAN and/or SASD, the parties shall enter into an annexation agreement which shall set forth the parties' respective obligations and rights associated with processing all legally required applications and approvals and taking all legally required steps for annexation of the SPSP Area into REGIONAL SAN and/or SASD, as appropriate, including, without limitation, processing an application to LAFCO to amend the sphere of influence for REGIONAL SAN and/or SASD to enable annexation of the SPSP Area into REGIONAL SAN and/or SASD, as applicable. Any annexation of the SPSP Area into REGIONAL SAN and/or SASD shall comply with all laws and requirements related thereto, including, without limitation, any and all CEQA requirements. Furthermore, in the event of any such annexation of the SPSP Area into REGIONAL SAN and/or SASD, if necessary the parties shall enter into an amendment to this Agreement to modify this Agreement as appropriate with respect to any impacts any such annexation may have on the parties' other rights and obligations hereunder.

SECTION 12: NOTICE

Unless indicated otherwise herein, all notices, invoices, payments, statements, or other writing authorized or required by this Agreement may be delivered personally, or sent in the United States mail, postage prepaid, or sent by electronic mail if the recipient confirms receipt, and addressed to the respective parties as follows:

To COUNTY:

Development Services Director
1130 Civic Center Blvd.
Yuba City, CA 95993
(530) 822-7450

To SASD:

District Engineer
SASD
10060 Goethe Road
Sacramento, CA 95827
(916) 876-6000

To REGIONAL SAN:

District Engineer
Regional San
10060 Goethe Road
Sacramento, CA 95827
(916) 876-6000

SECTION 13: MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless REGIONAL SAN and SASD, their respective Boards of Directors, officers, directors, agents, employees, volunteers, assigns, consultants, and contractors from and against all demands, claims, actions, liabilities, losses, damages, costs, including, without limitation, reasonable attorneys' fees, regulatory fines and/or penalties imposed by any local, state, or federal authority for breaches of such authority's regulations (collectively, "Costs"), to the extent arising out of or resulting from the negligent or intentional acts or omissions of the COUNTY, its COUNTY Board of Supervisors, officers, directors, agents, employees, assigns, consultants, contractors, or volunteers in connection with this Agreement.

To the fullest extent permitted by law, REGIONAL SAN and SASD shall each defend, indemnify, and hold harmless the COUNTY, its COUNTY Board of Supervisors, officers, directors, agents, employees, volunteers, assigns, consultants and contractors from and against all Costs, to the extent arising out of or resulting from the negligent or intentional acts or omissions of the REGIONAL SAN, SASD, or their respective Board of Directors, officers, directors, agents, employees, assigns, consultants, contractors, or volunteers in connection with this Agreement.

It is the intention of REGIONAL SAN, SASD, and the COUNTY that, where comparative fault is determined to have been contributory, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, assigns, consultants, contractors and volunteers.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

SECTION 14: INSURANCE

Each party, at its sole cost and expense, shall carry insurance or shall self-insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or equivalent programs or self-insurance for general liability, worker's compensation, property, professional liability, environmental liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other party thirty (30) days' advance written notice of any change, cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

SECTION 15: DISPUTE RESOLUTION

If the parties cannot agree how to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof, either party may request that the parties engage in mediation or other alternative dispute resolution process to resolve the matter.

SECTION 16: AMENDMENTS

Modifications or amendments affecting this Agreement shall be in writing and executed by all parties.

SECTION 17: ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between REGIONAL SAN, SASD, and the COUNTY concerning the subject matter hereof.

SECTION 18: AGREEMENT TERM

This Agreement shall become effective on the date hereof and shall continue in full force and effect until terminated or amended upon mutual consent of REGIONAL SAN, SASD, and the COUNTY.

SECTION 19: NO AGENCY

Except as otherwise expressly provided in this Agreement, no party, nor any of its officers, agents, or employees, volunteers, consultants or contractors, shall for any reason be considered agents, nor authorized to act as agents of another party hereto, with respect to the performance of this Agreement.

SECTION 20: MEET AND CONFER

The COUNTY, SASD and REGIONAL SAN agree to meet and confer on a periodic basis to review the overall operations of the SPSP Sewer Facilities, to discuss issues of concern to the parties relating to service from SASD and REGIONAL SAN, and to review the terms and conditions of this Agreement to determine if changes thereto are warranted due to changes in circumstances over time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year hereinabove first written.

SACRAMENTO AREA SEWER DISTRICT and SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, sanitation districts formed pursuant to and operating under the authority of the County Sanitation District Act commencing at Health and Safety Code Section 4700

APPROVED:
By:

District Engineer

APPROVED AS TO FORM:
By:

District Counsel

ATTEST:
By:

Clerk of the Board of Supervisors of Sacramento County, California, and Ex-Officio Secretary of the Board of Directors

By:

Chair, Board of Directors

SUTTER COUNTY,
a political subdivision of the State of California

APPROVED:
By:

Development Services Director

APPROVED AS TO FORM:
By:

County Counsel

ATTEST:
By:

County Clerk

By:

County Administrative Officer

EXHIBIT A

Map Depicting SPSP Area

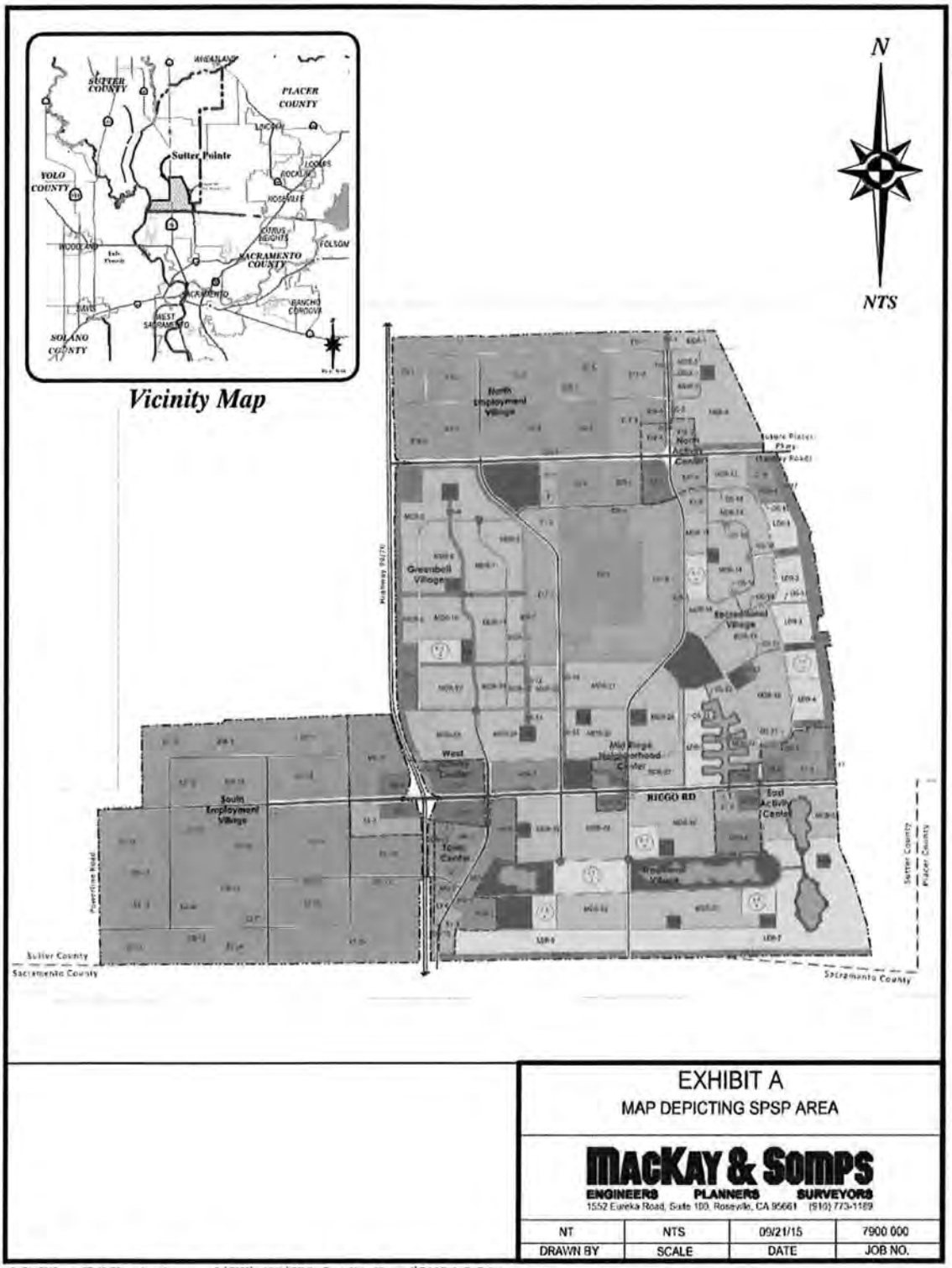


EXHIBIT B

Description of SPSP Sewer Facilities

The sewer facilities to be constructed with the Sutter Pointe Specific Plan are generally described in the Sewer Master Plan for the Sutter Pointe Specific Plan prepared by Mackay & Somps Civil Engineers, dated June 18, 2008, and as shown herein. These facilities are generally summarized below as follows:

1. **Collection & Trunk System**
   a. Approximately 180,000 lineal feet of backbone gravity sewer collection and trunk sewer system (8-inch to 48-inch diameter), and associated appurtenances;
   b. An undetermined quantity of "in-tract" and "on-site" gravity sewer collection system, sufficient to serve full buildout of the SPSP Area, and associated appurtenances;
   c. Approximately ten (10) sewer lift stations (1.0± to 7.0± MGD PWWF), and associated appurtenances; and
   d. Approximately 24,000 lineal feet of sewer force mains (8-inch to 21-inch diameter), and associated appurtenances.
2. **Pumping Plant(s)**
   a. Phase 1
      i. Pump Station #1 (1.5± MGD PWWF), 11,500± lineal feet of 12-inch diameter force main from Pump Station #1 to Pump Station #2, and associated appurtenances; and
      ii. Pump Station #2 (2.5± MGD PWWF) and associated appurtenances.
   b. Build Out
      i. Central Pumping Plant (23.1± MGD PWWF) on a 3± acre site with potential future storage facility and associated appurtenances.
3. **Force Main(s) to REGIONAL SAN System**
   a. Phase 1
      i. Approximately 37,000 lineal feet of 14-inch diameter force main from Pump Station #2 to Point of Demarcation, connection to REGIONAL SAN's UNWI, and associated appurtenances.
   b. Build Out
      i. Approximately 49,000 lineal feet of dual force mains (18-inch and 24-inch diameter) from the future Central Pump Station to the Point of Demarcation, connection to REGIONAL SAN's UNWI, and associated appurtenances.
4. **Odor Control System**
   a. An odor control system (if and when such an odor control system is deemed necessary to control odors originating from and caused by the SPSP Sewer Facilities).

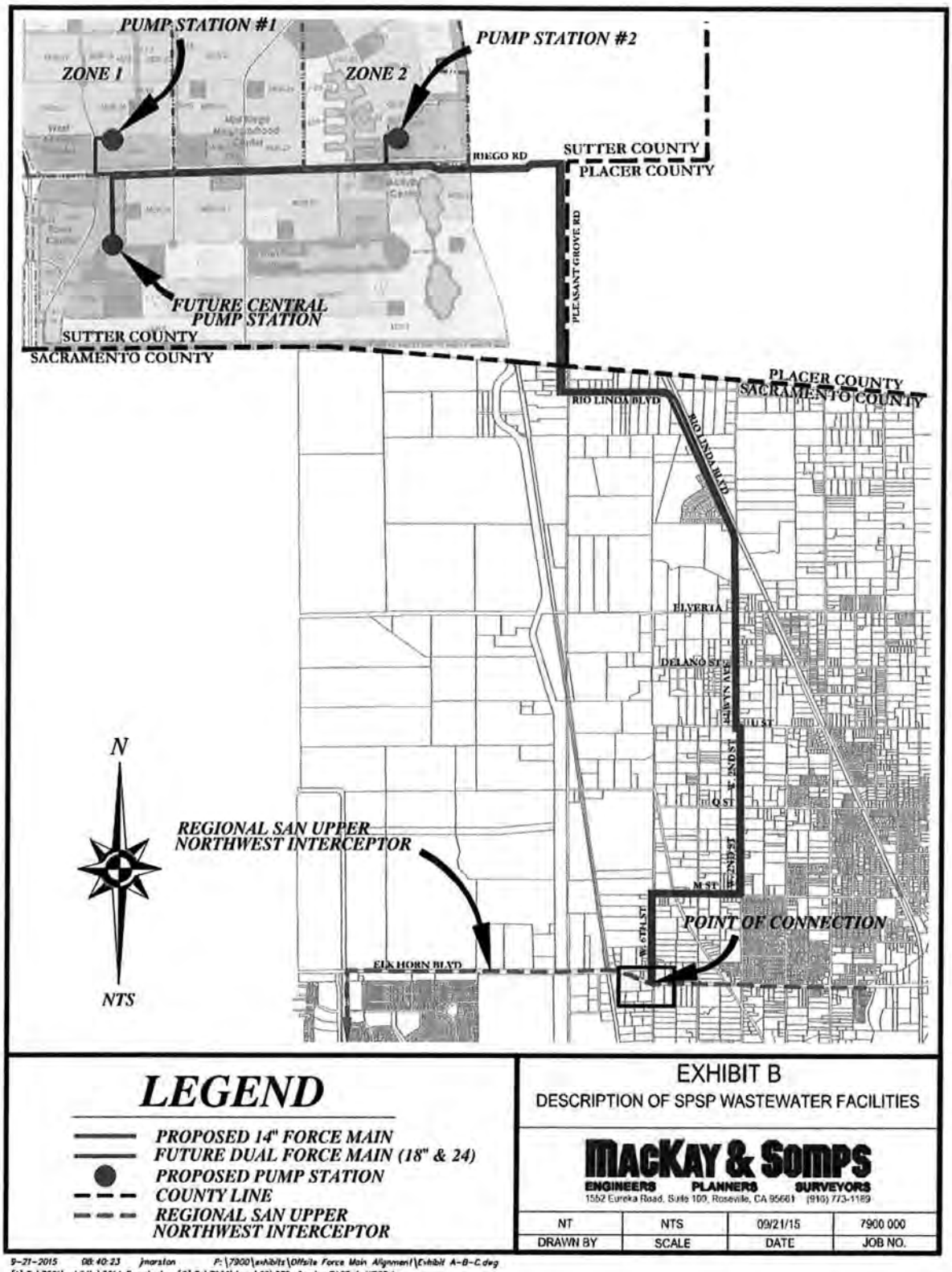

PUMP STATION #1
PUMP STATION #2
ZONE 1
ZONE 2
RIEGO RD
SUTTER COUNTY
PLACER COUNTY
PLEASANT GROVE RD
FUTURE CENTRAL PUMP STATION
SUTTER COUNTY
SACRAMENTO COUNTY
PLACER COUNTY
SACRAMENTO COUNTY
RIO LINDA BLVD
RIO LINDA BLVD
ELVERTA
DELANO ST
HWY 99
2ND ST
Q ST
M ST
W 6TH ST
ELK HORN BLVD
N
NTS
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
POINT OF CONNECTION
LEGEND
PROPOSED 14" FORCE MAIN
FUTURE DUAL FORCE MAIN (18" & 24)
PROPOSED PUMP STATION
COUNTY LINE
REGIONAL SAN UPPER NORTHWEST INTERCEPTOR
EXHIBIT B
DESCRIPTION OF SPSP WASTEWATER FACILITIES
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189
NT | NTS | 09/21/15 | 7900 000
DRAWN BY | SCALE | DATE | JOB NO.
9-21-2015 08:40:23 jmorston P:\7900\exhibits\Offsite Force Main Alignment\Exhibit A-B-C.dwg
[1] P:\7501\exhibits\2014 Parcels.dwg [2] P:\7900\topo\00\C3D_Combo EAST & WEST.dwg

EXHIBIT C

Map Depicting Point of Demarcation

