

FUNDING AGREEMENT
FOR DIAMOND SPRINGS PARKWAY
DESIGN AND ENVIRONMENTAL COSTS

THIS FUNDING AGREEMENT is entered into this ____ day of _____, 2008, by and between the County of El Dorado (hereinafter "County"), and GGV Missouri Flat, LLC (hereinafter "Developer").

RECITALS

Whereas, Developer is the owner/developer of the project within the County known as Diamond Dorado Retail Center, a commercial development proposed for the Missouri Flat road corridor (the "Development");

Whereas, the County has studied potential alignments for a new roadway connecting the existing Missouri Flat Road to Highway 49, currently referred to as the "Diamond Springs Parkway" (the "Parkway");

Whereas, because of the traffic and other impacts of the Development, the Development must be constructed concurrently with, or subsequent to, the construction of the Parkway; and Developer has, through its consultants, begun the environmental and engineering studies and design necessary for the construction of the Parkway. All such work performed to date has been done in consultation with and with the cooperation of the County;

Whereas, the environmental review and preliminary design work that Developer has caused to be performed as to the Parkway, only, was done in consultation with and with the cooperation of County staff and may be eligible for reimbursement solely from the County's 2004 General Plan Traffic Impact Mitigation ("TIM") Fee Program fund ("TIM fund");

Whereas, the County has elected to undertake completion of the environmental review and design of the Parkway through direct contracts with those consultants, and Developer is willing to assign all its rights under the contracts for the data and work product provided to date in accordance with those contracts;

Whereas, County has adopted "*County of El Dorado Department of Transportation Guidelines for Road Impact Fee/Traffic Impact Mitigation Fee Reimbursement Projects*" (hereinafter referred to as "Guidelines") that identify requirements for pre-construction procedures, reimbursement and cost reimbursement policies, a copy of which is on file and available at the El Dorado County Department of Transportation's main office located at 2850 Fairlane Court, Placerville, California 95667, and is incorporated herein and made a part hereof as though fully set forth;

Whereas, County and Developer desire to enter into this Agreement to provide for the assignment of rights to County for work and deliverables under the consultants contracts done to date and for reimbursement of eligible costs in accordance with the following.

AGREEMENT

1. **Assignment of Consultant Contracts.** Developer is currently in contract with Michael Brandman & Associates ("MBA") as the consultant for the preparation of environmental documentation, Cooper Thorne & Associates as the design engineer and Kimley-Horn and Associates, Inc. as the traffic engineer for the Parkway project (collectively the "Consultants"). As of the effective date of this Agreement, Developer, as assignor, assigns to County, as assignee, all of its right, title and interest in, to and under the work, work product, data, plans and documents, whether electronic or printed, and all deliverables set forth in Exhibit "A" attached hereto and incorporated by reference herein, produced by the Consultants in accordance with their respective contracts with Developer, and Developer will obtain and provide County with each of the Consultants consent to the Developer's assignment, and assignment of ownership, prior to or on the effective date of this Agreement. Nothing by way of this provision will obligate County to provide payment or compensation to Consultants for work performed under the Developer's contracts with Consultants.

2. **Reimbursement of Project Costs and Right-of-Way Dedication.** County agrees to reimburse Developer for eligible costs incurred to Consultants for work on the Parkway project in the amounts stated herein on condition that all deliverables, including all work product associated with work in progress, from each Consultant as set forth in Exhibit "A", attached hereto and incorporated by reference, are received prior to reimbursement, and on condition that all right-of-way dedication in accordance with this section has been made. Developer acknowledges and agrees that to be eligible for credits or reimbursements under County's policies ("Eligible Costs"), all design work and other consultant services work for advancement of the Parkway must be done in accordance with all applicable provisions of the California Public Contract Code, the California Labor Code, prevailing wage requirements, state licensing requirements, regulations, and County policies.

2.1 As described on Exhibit "A", for work performed through May 24, 2008, County agrees to pay the following Eligible Costs for the work described within 30 days of receipt of all deliverables and receipt of all right-of-way dedication set forth hereinbelow, which work has been determined to be eligible for reimbursement pursuant to the Guidelines: Kimley-Horn and Associates for completion of Task 1(a) through Task 1(g) the sum of \$52,740.00; Michael Brandman Associates for completion of Tasks 1(h) through Task 1(o) the sum of \$137,111.00; for Cooper, Thorne and Associates, for Task 1(p) through Task 1(w) the sum of \$274,470.00

2.2 For the tasks and deliverables set forth on Exhibit "A" herein for work performed from May 24, 2008 to November 1, 2008, County agrees to pay the following costs deemed Eligible Costs pursuant to the Guidelines, within 30 days of receipt of all deliverables: Consultant Kimley-Horn and Associates, for completion of Tasks 2(a) through 2(c) the sum of \$8,000.00,; Consultant Michael Brandman Associates for completion of Tasks 2(d) through 2(n) the sum of \$105,700.00 ; and Cooper, Thorne and Associates for completion of Tasks 2(o) through 2(s) the sum of \$31,500.00 Such work shall be done under Developer's existing contracts with the consultants and Developer shall be obligated to pay such consultants for the work.

2.3 Developer acknowledges that the current Guidelines provide for reimbursement of costs over an extended period of time, which under current reimbursement practice is averaging up to ten years after execution of a reimbursement agreement. Developer is currently the owner, or has an equitable interest in or option for, the property which is the subject of the Development and over which right-of-way will be necessary for the construction of the Parkway, described by Assessor's Parcel Numbers set forth on Exhibit "B" attached hereto and incorporated by reference herein ("Parkway Right-of-Way"). As consideration for County's contemporaneous reimbursement under this Agreement outside the time-frames specified in the Guidelines, Developer has agreed to provide to County duly authorized and executed irrevocable offers of dedication by the appropriate property owner(s) for the Parkway Right-of-Way including all necessary construction and slope easements to the County without cost, and Developer hereby waives any argument that such right-of-way dedication requirement is excessive or not reasonably related to the Development, notwithstanding that right-of-way costs are included in the County's Traffic Impact Mitigation Fee program. Developer shall execute, and/or shall have all other owners having an equitable interest in the Parkway Right-of-Way execute irrevocable offers of dedication in a form substantially similar to Exhibit "C" and in a form acceptable to County Counsel. Delivery to the County of all executed irrevocable offers of dedication shall be a condition

precedent to the obligation of the County to reimburse Developer in accordance with this Agreement. Nothing by way of this dedication to County for construction of the Parkway herein shall be deemed to preclude the County from imposing on Developer's Development conditions of approval inclusive of additional dedication necessary to mitigate the impacts of the Development itself.

It is understood and agreed that the sole source of Developer's reimbursement in accordance with this Agreement is unobligated funds within the County's TIM Fund. The County shall not be required to provide reimbursement to the Developer from any other funds or revenues including but not limited to the County's General Fund. Upon the execution of this Agreement, the reimbursement obligations set forth in this Agreement shall be deemed to be obligated funds within the TIM Fund.

3. Mediation. The parties agree that in the event that the parties are unable to resolve any dispute through the process of meeting and conferring, and before any judicial action is commenced, they shall attempt to mediate the dispute before a mediator. The mediator may be a mediation service such as the Judicial Arbitration and Mediation Service, or mediator(s) chosen through agreement of the parties having experience in the areas of project development and design. The mediation process shall be commenced within thirty (30) days of the parties declaring impasse on any dispute, after first engaging in good faith negotiations to resolve the dispute.

4. Miscellaneous Provisions

4.1 Independent Liability: Developer exclusively assumes responsibility for the acts of its agent, employees and consultants as it relates to its Development.

4.2 Governing Law: This Agreement has been entered into and executed in the State of California and shall be interpreted in accordance with the laws of said state.

4.3 Integration: This Agreement and Exhibits attached hereto, including the recorded documents referenced herein, upon acceptance by the parties hereto, constitutes the sole and only agreement between the parties hereto as the subject matter hereof, and is intended by each to constitute the final written memorandum of all of their agreements and understandings in this matter.

4.4 Effectiveness of Agreement and Amendments: No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by all parties hereto.

4.5 Notices: All notices required or permitted by this Agreement shall be in writing and may be delivered in person to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested, or delivered by Express Mail of the U.S. Postal Service, charges prepaid, or by Federal Express or any other nationally recognized courier service guaranteeing overnight delivery, or by telefax, provided such transmission is acknowledged as a good transmission, addressed as follows:

If to Developer at: GGV Missouri Flat, LLC
c/o Palos Verdes Properties
4330 Golden Center Drive, Suite D
Placerville, CA 95667
Attn: Leonard Grado

and Granite Land Company
8950 Cal Center Drive, Suite 201
Sacramento, CA 95826
Attn: Marci Embree

If to County at: County of El Dorado
330 Fair Lane
Placerville, CA 95667
Attn: County Administrative Officer

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, to the U.S. Postal Service, charges prepaid, or to the private courier; provided, however, that notices given by Federal Express or other private courier shall be given upon actual receipt thereof if received earlier than twenty-four (24) hours after delivery to Federal Express or such courier. Notices given by telefax shall be effective upon acknowledgement of good transmission. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Refusal to accept notice shall be deemed to be delivery thereof. Any party may change its address for purposes of this Section by giving notice to the other party.

4.6 Assignment: Neither this Agreement, nor any part thereof, may be assigned by Developer without the approval of the Board of Supervisors for County.

4.7 Successors and Assigns: This Agreement, and all the provisions, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

4.8 Severability: If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrase contained in this Agreement shall not be affected thereby.

4.9 Waiver: The waiver of any breach of any provision hereunder by either party shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right precluded further exercise thereof.

4.10 Further Assurances: Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to further the provisions set forth herein in the manner contemplated hereby.

4.11 Capitalized Terms: All capitalized terms used but not defined in the Exhibits hereto shall have the same meaning as set forth in this Agreement.

4.12 Counterparts: This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

4.13 Negotiated Transaction: The provisions of this Agreement were negotiated by all parties with the advice of counsel and this Agreement shall be deemed to have been drafted by all the parties.

4.14 Contract Administrator: The County officer or employee with responsibility for administering this Agreement is Richard Shepard, Director of Transportation, or successor.

4.15 Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law, by appropriate instrument or otherwise, and to bind upon said parties to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

Developer:

**GGV Missouri Flat, LLC
a California Limited Liability Company**

**By: Granite Land Company
a California Corporation
Its Managing Member**

**By: _____
Scott D. Wolcott
President**

Dated: _____

**By: _____
Leanne M. Stewart
Sr. Vice President**

Dated: _____

County of El Dorado:

By: _____

Dated: _____

Board of Supervisors

**Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors**

By: _____

Dated: _____

Deputy Clerk

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EXHIBIT "A"

All documents will be provided using Microsoft Office 2003 applications (Word, Project, and Excel specifically). Unless otherwise stated below, one electronic copy of each deliverable shall be provided. Signed reports may be submitted in Adobe portable document format (pdf).

All contract plans will be produced in Autocadd. Three hard copies, one electronic pdf version and one electronic Autocadd version of all plan submittals shall be provided. Any electronic files exceeding 10 MB shall be delivered on cd.

1. The following deliverables completed prior to May 24, 2008:

Kimley-Horn and Associates, \$52,740:

- a. Traffic Data Collection (1 electronic pdf copy)
- b. Draft Traffic Analysis Volumes Summary Letter Report
- c. Response to County Comments on Draft Traffic Analysis Volumes Summary Letter Report
- d. Revised Draft Traffic Analysis Volumes Summary Letter Report
- e. Response to Caltrans Comments on the Revised Draft Traffic Analysis Volumes Summary Letter Report
- f. Final Traffic Analysis Volumes Summary Letter Report
- g. Draft Traffic Impact Analysis Report

Michael Brandman Associates, \$137,111:

- h. Notice of Preparation and Scoping Meeting Attendance
- i. Preliminary Geotechnical Report (1 hard copy, 1 electronic pdf copy and 1 electronic Word copy)
- j. Draft Wetland Delineation and Report (2 hard copies and 1 electronic)
- k. Draft Biological Resources Assessment and Report (1 electronic and 2 hard copies)
- l. Draft Cultural Resources Report
- m. Draft Environmental Noise Assessment
- n. Interim Progress Report for The Parkway Phase 1 Environmental Site Assessment (1 hard copy and 1 electronic Word copy)
- o. Administrative Draft Project Description

Cooper, Thorne and Associates, \$274,470:

- p. Aerial Survey and Base Mapping (1 hard copy, 1 electronic pdf copy and 1 electronic Autocadd copy)
- q. Land Net (1 hard copy, 1 electronic pdf copy and 1 electronic Autocadd copy)
- r. Utility and As-Built Records (1 hard copy)

- s. Report "Conflict Discussion" Diamond springs Parkway and SPTC Bicycle Trail" dated March 2008 (2 hard copies)
- t. 20% Plans for Phase 1 Two-Lane Diamond Springs Parkway (20% Plans for Phase 1 Four-Lane Diamond Springs Parkway
- u. 20% Plans for SR-49/Diamond Road Improvements
- v. Preliminary Cost Estimates (1 electronic Excel copy)
- w. Right of Way and Public Service Easement Study

2. The following deliverables completed after May 24, 2008:

Kimley-Horn and Associates, \$8,000:

a. Response to Comments for First Draft Traffic Impact Analysis Report

Task: KHA will prepare a Response to Comments letter to address the County comments on the first draft traffic report, including the results of the revised analysis.

Deliverable: Response to Comments Letter

Task Amount: \$4,000

b. Second Draft Traffic Impact Analysis Report

Task: KHA will revise the draft Traffic Impact Analysis Report to reflect the Response to Comments and submit one electronic copy of the draft report (with technical appendix) to the County for review by Caltrans.

Deliverable: Second Draft Traffic Impact Analysis Report (4 hard copies and 1 electronic copy)

Task Amount: \$3,000

c. Project Management and Coordination

Task: KHA will continue to attend meetings, manage and coordinate with the project team and the County to provide information necessary to assist win processing the preliminary environmental review and related activities. This item includes all direct costs.

Deliverable: Meeting attendance, monthly invoices, and monthly progress reports. (1 hard copy)

Task Amount: \$1,000

Michael Brandman Associates, \$105,700:

d. Final Air Quality Study

Task: A comprehensive air quality analysis will be prepared and will include an evaluation of both localized and regional air quality impacts. MBA will assess stationary, area, and mobile source emissions generated during both the construction and operation phases of Projects. The impact analysis will include a discussion of the impact criteria as based on the El Dorado County Air Quality Management District (AQMD) Guide to Air Quality Assessment, State CEQA Guidelines from the Appendix G, and federal and State ambient air quality standards. A consistency

determination will be prepared in accordance with CEQA guidelines and included to ensure that the project is consistent with the goals of the 1994 Sacramento Regional Clean Air Plan. Appropriate mitigation measures tailored to the project and project area will be developed, as necessary. Completion of this Item of Work requires completion of the Traffic Study and Report by Kimley Horn. The Draft Air Quality Study prepared by MBA will be provided to DOT for review and comment. The Final Air Quality study will incorporate the responses to County comments.

Deliverable: Draft and Final Air Quality Study (2 hard copies)
Task Amount: \$6,200

e. Noise Study

Task: The Draft Noise Study that has been prepared by BAC will be revised based on the required Traffic Report revisions. A Revised Draft and a Final Noise Study will be prepared and submitted to DOT. Completion of this Item of Work requires completion of the Traffic Study and Report by Kimley Horn.

Deliverable: Final Environmental Noise Assessment (2 hard copies)
Task Amount: \$6,400

f. Phase 1 ESA Parcel List

Task: Currently there are approximately 125 parcels within the DSP study area that were to be evaluated under the Phase I ESA Item of Work. After meeting with DOT staff and members of Youngdahl Consulting Group (YCG), MBA will refine the list of parcels subject to the Phase I ESA based on the Board of Supervisors' selected DSP horizontal alignment ("T") and final project alignments provided by CTA in May 2008. Based on the final project corridor, MBA will submit a preliminary list of parcels within the study area that have not been subjected to previous Phase I ESA analysis to DOT for review.

Deliverable: Phase 1 ESA Parcel List (1 electronic Excel copy)
Task Amount: \$1,750

g. Final Biological Resources Assessment and Report

Task: Based on comments received from DOT regarding the Administrative Draft Report, MBA will revise and submit a Draft and Final biological resources study report for the DSP Project to DOT. MBA will also prepare a Request for Concurrence Letter regarding the absence of suitable habitat for the California Red-legged frog for submittal to the US Fish and Wildlife Service, in order to document the absence of suitable habitat within the DSP Project study area.

Deliverable:
Final Biological Resources Assessment and Report (2 hard copies)
Request for Concurrence Letter to USF&W (2 hard copies and 1 electronic pdf copy)

Task Amount: \$3,200

h. Final Cultural Resources Report

- i. **Field Work to Relocate/Document Sites.** During the initial survey efforts, two sites were found that will be impacted by project development. A formal evaluation of the two sites will be conducted to determine the site boundaries, take necessary measurements, and determine the significance of the sites in terms of Section 106 of the National Historic Preservation Act (NHPA). Photo documentation will be conducted to verify the site's proximity to the project and their condition.
- ii. **Record Sites on DPR forms.** During the initial survey efforts, two sites were found that will be impacted by project development. These sites will need to be recorded on appropriate Department of Parks and Recreation (DPR) forms. One of the sites is a portion of the East Diamond Ditch, a historic ditch in El Dorado County. Archival research will be conducted to determine if the portion of ditch that will be impacted by project development meets the criteria for significance in terms of Section 106 of the NHPA and if so, the type of mitigation that would be appropriate. The second site, a previously recorded historic mining site that will be impacted by project development will also be evaluated for significance in terms of Section 106 and appropriate mitigation determined. The cost for recording individual sites is highly dependent on what is found, but \$750 is the minimum charge for recording. Recording sites and preparation of DPR forms is a requirement for MBA to obtain permits from the local agencies, and therefore must be completed.
- iii. **Cultural Resource Report for SHPO.** The initial report written for the project will be updated to meet the standards for submission to the State Historic Preservation Officer (SHPO) for concurrence on the findings. Components required for the update include text about the approach for determining the project APE, providing detailed descriptions for an understanding as to why nearby previously recorded sites would not be affected by project development. As the project area has been refined, an APE map will be produced detailing the final project alignment. In addition, further consultation with SHPO and/or Native American representatives that have concerns about project development would be conducted, as required.
- iv. **Letter to SHPO for Concurrence.** MBA will prepare a formal letter to be sent to the SHPO for concurrence of the findings. This letter will provide all of the necessary documentation, maps, and DPR forms.
- v. **Draft and Final Section 106 – Cultural Resources Assessment Report.** Based on comments received from DOT regarding the Administrative Draft Report, MBA will revise and submit a Draft and Final Section 106 – Cultural Resources Assessment Report to DOT.

Deliverables:

Completed DPR forms (2 hard copies of both sites)

Cultural Resource Report for SHPO (2 hard copies and 1 electronic pdf copy)
Letter to SHPO for Concurrence (2 hard copies and 1 electronic pdf copy)
Draft and Final Section 106 Cultural Resources Assessment (2 hard copies and 1 electronic pdf copy)

Task Amount: \$12,000

i. Final Wetland Delineation and Report

Task: MBA will finalize the wetland delineation report and submit the report to the US Army Corps of Engineers for verification.

Deliverables:

Final Wetland Delineation and Report (2 hard copies and 1 electronic pdf copy)

Submittal letter to ACOE for Wetland Delineation Verification (2 hard copies and 1 electronic pdf copy)

Task Amount: \$1,200

j. Botanical Protocol Study

Task: An MBA botanist will conduct protocol-level plant surveys for the six special-status species with potential to occur within the project site. The surveys will be conducted in general accordance with the California Native Plant Society's Botanical Survey Guidelines (1983, 2001 revised). Surveys will be timed to capture the identifiable period (i.e., blooming) of each special-status plant species with potential to occur within the project site. According to list of potentially occurring species identified in the Biological Resources Assessment report prepared by MBA, surveys should occur in June 2008 in order for the results of the surveys to be incorporated into the Draft and Final EIRs. The location of any special-status species identified on the site will be mapped onto an aerial photograph and GPS location data will be recorded. The number of individuals, co-occurring species, condition of the habitat, and general health of the population will be recorded. The methodology and results of the survey and the location and description of any identified special-status species will be incorporated into the revised Draft and Final Biological Resources Report described above.

Deliverable: Botanical Protocol Survey Results Letter Report (2 hard copies and 1 electronic pdf copy)

Task Amount: \$3,000

k. Revise Technical Reports to Include Borrow Site

Task: MBA will revise exhibits and text in the Cultural Resources Report, Biological Resources Assessment, Wetland Delineation Report and Botanical Letter to include and fully evaluate the proposed borrow site located on the Abel parcel, just south of the proposed Parkway alignment:

Deliverable: Revised Cultural Resources Report, Biological Resources Assessment, Wetland Delineation Report and Botanical Letter (2 hard copies and 1 electronic pdf copy)

Task Amount: \$4,200

I. First Admin Draft EIR

Task: MBA will prepare a Project Environmental Impact Report (EIR) that incorporates information and environmental commitments (mitigation measures) from the previously-prepared Missouri Flat Area Master Circulation and Funding Plan (MC&FP) Program EIR to the maximum extent practicable. The EIR will incorporate the Missouri Flat MC&FP EIR and work provided by County Counsel regarding an Administrative Draft Environmental Checklist and Administrative Draft General Plan Consistency Memorandum, to the maximum extent feasible. This task includes project and alternative description and incorporation of additional technical studies. This ADEIR will include the following:

EIR Introduction

Project Description

Cumulative Projects Identification

Effects Found to be Not Significant

Effects Identified as Potentially Significant: Biological Resources,

Cultural Resources, Energy, Geology and Soils, Hydrology and

Water Quality, Land Use and Planning, Public Services and Utilities

(excluding Air Quality, Hazards and Hazardous Materials, Noise,

and Traffic and Circulation in this ADEIR)

Significant Unavoidable Adverse Impacts

Growth-Inducing Impacts

Alternatives to the Proposed Project

Project Summary

Other CEQA-Mandated Sections

Deliverable: ADEIR (excluding Air Quality, Hazards and Hazardous Materials, Noise, and Traffic and Circulation discussion) (20 hard copies and 1 electronic Word copy)

Task Amount: \$48,900

m. California Red-Legged Frog Site Assessment and Consultation with Sacramento FWS

Task: MBA will consult with Sacramento FWS office for concurrence of the protocol study radius of 1 mile around the project site to be assessed for suitable habitat for CRLF. MBA will consult the California Natural Diversity Data Base (CNDDDB), resource managers, local biologists, and other resources to determine all known occurrences of CRLF with radius around the project site. This data gathering is required for inclusion in the Habitat Assessment Report (report) that will be submitted to Sacramento FWS.

Qualified MBA biologists will conduct a CRLF habitat assessment in accordance with the Revised Guidance on Site Assessments and Field

Surveys for the California Red-Legged Frog (USFWS 2005). The assessment will be conducted within the area determined during consultation with Sacramento FWS. The assessment will include a description of upland and aquatic habitats within the assessment area. All aquatic habitats will be mapped and characterized, including type of water (e.g., pond, creek, ephemeral or permanent); a description of associated vegetation; an estimate of bank full depth water depth at the time of the assessment; and information on stream gradient, substrate, and bank morphology. The presence of bullfrogs and other aquatic predators will be documented. Potential barriers to CRLF movement will be identified. Photographs of the assessment area will be taken and included in the resulting report.

A report will be prepared in accordance with the USFWS' 2005 Guidance. The report will include at a minimum: copies of field notes, a list of all known occurrences within the assessed area, a map showing all habitat types, and a description of the project being proposed. A draft of the report will be provided for review. Once finalized, the report will be submitted to Sacramento FWS.

Deliverable: Administrative Draft, Draft and Final CRLF Habitat Assessment Report (5 hard copies and 1 electronic pdf copy)
Task Amount: \$9,500

n. Meeting Attendance, Project Management and Coordination

Task: MBA will continue to attend meetings, manage and coordinate the EIR preparation effort and to maintain close communication between County staff and project team members. This Item of Work will ensure that the project is running on time, within budget, technically correct and legally defensible. MBA assumes that we will continue to coordinate directly with the Partnership(s), KHA and CTA, as appropriate, to expedite the transfer of information into the 1st ADEIR. This item includes all direct costs.

Deliverable: Meeting Attendance, Monthly Invoices, Monthly Progress Reports (1 hard copy)
Task Amount: \$9,350

Cooper, Thorne and Associates, \$31,500:

o. Preliminary Right of Way Dedication Plats

Task: CTA will prepare preliminary plat drawings in 8.5 x 11 exhibit format for each parcel required for right of way. The preliminary plats will show the parcel boundary, map information, proposed right of way, slope easement and temporary construction easement, with area square footages noted, for each parcel. These exhibits will be the foundation for the final plat and legal description requirements.

Deliverable: Preliminary Plats (1 electronic pdf copy and 1 electronic Autocadd copy for each parcel).
Task Amount: \$9,250

p. **Right of Way and Easement Spreadsheet**

Task: CTA will prepare a right of way spreadsheet compiling all the individual parcel needs for right of way, easement and temporary construction easements.

Deliverable: Right of Way and Easement Spreadsheet (1 electronic Excel copy and 1 electronic pdf copy and 1 electronic Autocadd copy of map index).

Task Amount: \$1,500

q. **Preliminary Drainage Study**

Task: CTA will prepare a preliminary drainage study according to the El Dorado County Drainage Manual. CTA will conduct site visits to observe existing drainage structures and existing channel dimensions for determining Manning's coefficients. Pre-development and Post-Development water shed mapping will be developed to incorporate the following: Land Use Classification, Runoff Curve number tabulation, times of concentration, lag times, and channel routing. Computer modeling using HEC-HMS or TR55 will be used to analyze the drainage shed(s). Hydraulic Analysis will include horizontal layout of the proposed storm drainages system including drainage inlet locations and storm drain sizes. The report will also discuss storm water quality issues, proposed construction, permanent treatment and maintenance BMPs. All technical analyses supporting the conclusions in the report shall be attached.

Deliverable: Preliminary Drainage Study (4 hard copies and 1 electronic Word copy of report)

Task Amount: \$15,720

r. **Base Maps for Admin Draft EIR Exhibits**

Task: CTA will provide base mapping as required for the EIR per MBA's specifications. Base mapping may include any combination of the following features: defined project study area, parcels, major and/or minor contours, preliminary roadway design, proposed right of way, or any information already obtained by or provided to CTA.

Deliverable: Base Maps for ADEIR Exhibits (1 electronic pdf copy and 1 electronic Autocadd copy)

Task Amount: \$3,500

s. **Project Management, Coordination and Meetings**

Task: CTA will continue to attend meetings, manage and coordinate the the preliminary design necessary for the EIR preparation effort as required to move the project forward until contracts are executed with El Dorado

County (Approximately October 1, 2008). This item includes all direct costs.

Deliverable: Meeting Attendance, Monthly Invoices, Monthly Progress Reports (1 hard copy)
Task Amount: \$1,500

**FUNDING AGREEMENT
FOR DIAMOND SPRINGS PARKWAY
DESIGN AND ENVIRONMENTAL COSTS
EXHIBIT "B"**

**Diamond Springs Parkway Right of Way
Irrevocable Offer of Dedication
List of Parcels**

Parcel Number	Owner
051-250-12	Lawrence and Jacqueline Abel
051-250-46	GGV Missouri Flat CA, LLC
051-250-54	Michael D. and Lorraine D. Lindeman, Trustees

**FUNDING AGREEMENT
FOR DIAMOND SPRINGS PARKWAY
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EXHIBIT "C"**

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irrevocable Offer of Dedication

This Irrevocable Offer of Dedication, dated for reference purposes _____, 2008, is made by _____ ("Landowner") the owner in fee of that certain real property located in El Dorado County, California (the "County") commonly known as _____, CA, and more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by this reference.

Recitals

Whereas, the County is in the process of completing environmental review of, and designing and engineering, a new roadway to be known as the Diamond Springs Parkway (the "Parkway") which will connect Missouri Flat Road to Highway 49; and

Whereas, the studied alternative alignments of Parkway, although not fully designed, are anticipated to be constructed on an alignment which would require right of way through or along the boundary of the Property; and

Whereas, the County is seeking certainty in the ability to acquire the necessary right of way through the Property in accordance with the proposed plans and Landowner is willing to provide such assurance for a defined period of fifteen years through this irrevocable offer of dedication; and

Whereas, Landowner understands and agrees that it is in Landowner's best interest that the Parkway be constructed providing Landowner with frontage on a major County road and based on such consideration Landowner is willing to convey the portion of the Property associated with this irrevocable offer of dedication to County without charge.

This Irrevocable Offer of Dedication is given in conjunction with the Funding Agreement for Diamond Springs Parkway Design and Environmental Costs. Nothing by way of this dedication to County for purpose of construction of the Parkway herein shall be deemed to preclude the County from imposing conditions of approval inclusive of additional dedication necessary to mitigate impacts in conjunction with the future development of Landowner's Property.

Now therefore, in consideration of the foregoing facts, Landowner declares as follows:

1. I, _____, Landowner do hereby make this irrevocable offer of dedication to the County of El Dorado, a political subdivision of the State of California, of that property, in fee, more particularly described in the attached Exhibit "B" for a road and appurtenant easements and right of way inclusive of public utilities easements for all public purposes, and slope and maintenance easements, as depicted in Exhibit "B", attached hereto and incorporated by this reference. The area depicted in Exhibit "B" is not based on a final design of the Parkway and Landowner hereby acknowledges and agrees that the precise alignment determined by the County may change upon completion of the design and engineering of the Parkway, provided however, the final right of way area and all associated easements shall not be more than that depicted in Exhibit "B". At such time as the County accepts this irrevocable offer of dedication, the resolution of the County accepting the dedication will contain the final description of the right of way area, and any excess right-of-way not necessary for the Parkway shall be vacated back to Landowner in accordance with California Government Code section 7050.

2. During the term of the offer, County may accept the irrevocable offer of dedication made herein at such time as the County, after completion of all necessary environmental and engineering studies, and through action of its Board of Supervisors, has adopted the final alignment of the Parkway. In the event that County does not accept the irrevocable offer of dedication within fifteen years of the date this offer is recorded, then County shall vacate the offer in accordance with California Government Code section 7050.

3. Landowner makes no claim and waives any right to compensation for the conveyance of property as described in Exhibit "B".

4. Landowner shall cooperate with the County and will execute any subsequent agreements or documents that may be necessary to effectuate this irrevocable offer of dedication and its acceptance by County.

5. This irrevocable offer of dedication shall be recorded in the official records of El Dorado County and shall inure to the benefit of and be binding on the heirs, successors, assigns, and personal representatives of Landowner in accordance with the terms of this Agreement.

Landowner:

_____ Date: _____

ACKNOWLEDGEMENT

State of California)
County of El Dorado)
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On _____, 2008, before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (Seal)