

**INTERSECTION LIGHTING OPERATION AND MAINTENANCE  
AGREEMENT FOR GREEN VALLEY ROAD AT DEER VALLEY ROAD  
BETWEEN EL DORADO COUNTY, SUMMERBROOK, EL DORADO,  
INC., AND OAKHAVEN HOMEOWNERS ASSOCIATION**

*AGMT #25-55102*

**THIS INTERSECTION LIGHTING OPERATION AND MAINTENANCE AGREEMENT**, hereinafter called "Agreement" made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "the County"), **SUMMERBROOK, EL DORADO, INC.**, a California corporation (hereinafter referred to as "Developer") whose principal place of business is 707 Aldridge Road, Suite B, Vacaville, California 95688, and **OAKHAVEN HOMEOWNERS ASSOCIATION**, a California nonprofit corporation (hereinafter referred to as "the Association"), whose principal place of business is P.O. Box 1459, Folsom, California 95763-1459, concerning the **INTERSECTION LIGHTING AT GREEN VALLEY ROAD AND DEER VALLEY ROAD** in El Dorado Hills, California (hereinafter referred to as "Lighting Facilities").

**RECITALS**

**WHEREAS**, the County, the Developer, and the Association are sometimes hereinafter collectively referred to as the "parties", or individually, as a "party"; and

**WHEREAS**, on September 26, 2023, the Board of Supervisors approved the revised Conditions of Approval for the Summerbrook Estates Unit 1, TM07-1440-R2, project, which included an amended Condition 25 as follows:

The applicant shall ~~signalize~~ construct street lighting to illuminate the Green Valley/ Deer Valley Road intersection to meet current El Dorado County Standards, ~~as required in the approved traffic study.~~ These required enhancements ~~improvements~~ shall include street lighting with the use of cobra head LED figures in accordance with County Standards and the provision of electrical power to the light standards. Subdivider shall provide a funding source (e.g., inclusion in the project's Home Owners Association [HOA] budget) to cover the cost of electricity and general maintenance of the equipment. ~~geometric improvements to Green Valley Road consistent with the approved improvements plans for CIP Project No. 66114 which includes the intersection widening to provide for right and left turn channelization and acceleration/deceleration lanes and shall adhere to the latest version of the Manual Uniform Traffic Control Devices (MUTCD), the California Supplement, and the Caltrans Highway Design Manual.~~ The improvements shall be substantially completed to the approval of the Department of Transportation or the applicant shall obtain a revised Improvement Agreement with security reflecting the changes above ~~an approved improvement agreement with security~~, prior to the filing the final map; and

**WHEREAS**, Developer has agreed with the County to undertake certain measures, including the installation of the Lighting Facilities under the Offsite Road Improvement Agreement for

Green Valley Road at Deer Valley Road, TM 07-1440-R-2 Between the County and the Developer, Agreement #22-55006 (hereinafter referred to as “the RIA”), as amended; and

**WHEREAS**, Developer has determined that the source of funding for maintenance, as required by the Condition of Approval shown above, shall be the Association, which shall be responsible for the cost of ongoing operations and maintenance of the lighting facilities upon completion of the warranty period as outlined in the RIA;

**NOW, THEREFORE**, the parties hereto in consideration of the recitals, terms and conditions herein, do hereby agree as follows:

**SECTION 1. SCOPE OF WORK**

1. The County will perform routine maintenance to the Lighting Facilities, including but not limited to monthly and annual inspections as well as repairs or the replacement of components when needed. Annual inspections will include deep cleanings of the intersection cabinet and streetlight heads. The Association shall notify the County of the need for maintenance outside of normally scheduled inspections.

2. The Association shall be responsible for payment of all utility bills related to operation of the Lighting Facilities.

3. The Association shall be responsible for the cost of all replacement equipment needed due to either damage or normal wear and tear. County will either acquire replacements as needed, or will provide the Association with the specific equipment needed for separate procurement. The County will install any replacement equipment.

**SECTION 2. TRAFFIC CONTROL**

All work is to be performed outside of the County right-of-way where possible. If work within the County right of way is required, County will arrange for traffic control as needed, and will notify the Association at least twenty-four (24) hours in advance of any work within the County right of way.

**SECTION 3. TIME**

The County shall cause the commencement of work after this agreement is duly signed by all parties. Maintenance activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays. If required, emergency work may be performed as needed outside of these hours, with notification made to the Contract Administrator within 24 hours of the beginning of work.

**SECTION 4. TERM OF SERVICES**

The term of this agreement shall continue in perpetuity and may not be terminated except under the provisions in Section 10 of this agreement, upon written mutual consent of the parties, or for cause.

**SECTION 5. INDEMNIFICATION**

To the fullest extent permitted by law, the Association shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of the Association or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of the Association to indemnify and save the County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**SECTION 6. ATTORNEY FEES**

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

**SECTION 7. TERMINATION AND MODIFICATION**

Agreement may only be terminated upon written mutual consent of both parties, under the provisions in Section 10 of this agreement, or by cause. No changes, alterations or modifications may be made to this agreement without El Dorado County Board of Supervisors approval.

**SECTION 8. INSPECTION**

An authorized representative of the County will perform maintenance inspection and material testing in accordance with the most current State of California, Department of Transportation, Standard Specifications. All testing shall be accomplished to the reasonable satisfaction of the County.

**SECTION 9. FEES**

The Association shall pay all maintenance costs incurred and all fees in accordance with Transportation's fee schedules, including but not limited to application, lighting operations, lighting maintenance, subcontractors and administration. Time and material billing will be sent periodically, no less often than annually, by the County's Chief Administrative Office, Community Development Finance & Administration division.

**SECTION 10. DEFAULT, TIME TO CURE, TERMINATION, AND REMEDY**

Termination by Default: If any party becomes aware of an event of default, that party shall give written notice of said default to the party in default, and a copy to any other party, that

shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Termination by County due to New Construction: The parties are aware that the Lighting Facilities as installed have been designed to allow for future conversion to traffic light and intersection control if needed. The County may terminate this Agreement if either a future project advanced by a private developer is conditioned to install traffic signal equipment or the County determines that it is necessary to signalize the intersection of Green Valley Road and Deer Valley Road and advances a County capital improvement project. The County shall provide thirty (30) day notice of that termination, and the termination shall become effective on the earlier of the removal of the existing lighting hardware, or the connection of new signal equipment by the utilities responsible for the facilities.

**SECTION 11. RIGHT-OF-WAY CLEARANCE**

There are no Right-of-Way requirements that pertain to this project.

**SECTION 12. ASSIGNMENT**

No parties hereto shall assign, or transfer any interest in this Agreement hereunder, without the prior written consent of the other parties, and no assignment shall be of any force or effect whatsoever unless and until the other parties furnish such consent in writing, signed by all parties to this agreement.

**SECTION 13. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Rafael Martinez, Director, Department of Transportation, or successor.

**SECTION 14. AMENDMENTS**

This agreement may be modified or amended, or any of its provisions waived, only by a subsequent written amendment executed by each of the parties hereto.

**SECTION 15.           REIMBURSEMENT TO THE COUNTY**

The County shall be entitled to reimbursement by the Association of reasonable costs and expenses incurred by the County for maintenance oversight, inspection, right-of-way, administration, and acceptance of the work performed pursuant to this Agreement.

**SECTION 16.           CONSTRUCTION**

This agreement shall be construed as a whole, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. Each party hereto acknowledges and agrees that each has had independent counsel review and participate in the drafting of this Agreement, and each hereby fully waives the application of any law, statute or rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party.

**SECTION 17.           ASSUMPTION OF LIABILITY**

Should the Association find itself unable to make payments for maintenance of the Lighting Facilities as required or be found in default of this Agreement, liability for maintenance and any and all costs incurred shall be assumed by the Developer, or its successor.

**SECTION 18.           NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to the County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn: Rafael Martinez  
Director of Transportation

With a copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn: Adam Bane, P.E.  
Supervising Civil Engineer

or to such other location as the County directs.

Notices to the Association shall be addressed as follows:

Oakhaven Homeowners Association  
c/o The Management Trust  
PO Box 1459  
Folsom, CA 95763-1459

or to such other location as the Association directs.

Notices to Developer shall be addressed as follows:

Summerbrook, El Dorado, Inc.  
707 Aldridge Road, Suite B  
Vacaville, California 95688

Attn: Seth Sebesta

or to such other location as Developer directs.

**SECTION 19. 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 or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation

Dated: 4/10/20

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.

**-- COUNTY OF EL DORADO --**

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

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

Deputy Clerk

**-- SUMMERBROOK, EL DORADO, INC. --**  
**-- a California Corporation --**

By: Smac  
Stephanie MacLean  
President/CEO

Dated: 3/11/26

**-- OAKHAVEN HOMEOWNERS ASSOCIATION --**  
**-- a California Nonprofit Corporation --**

By: Selina Marcus  
Selina Marcus  
President

Dated: 3/11/26

SUMMERBROOK, EL DORADO, INC.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Solano

On 03/11/2026 before me, Selina Y. Marcus, Notary Public,  
(here insert name and title of the officer)

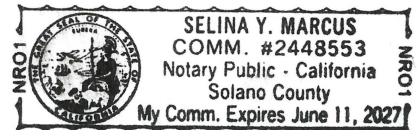
personally appeared Stephanie Maclean,

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 Selina Y. Marcus



(Seal)

OAKHAVEN HOMEOWNERS ASSOCIATION

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Solano

On 03/11/2016 before me, Kawalpreet Singh Virk, Notary Public,  
(here insert name and title of the officer)

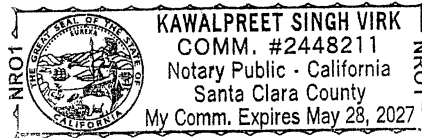
personally appeared Selma Verne Marcus

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 [Handwritten Signature]



(Seal)