

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California (“County”), and the Greenstone Country Owners Association (“Greenstone”), with reference to the following facts:

RECITALS

- A. Irrevocable Offers of Dedication / Grants of Easement regarding certain property related to APN 317-285-019-000 (“the Property”) for purposes of construction of public improvements described as the Green Valley Road at Indian Creek – Bridge Replacement Project, CIP #36105014 (“Project”).
- B. The parties understand that the Project will cause Landscape Impacts to Greenstone’s existing Landscape and Greenstone has provided appropriate documentation and quotes demonstrating that the cost proposed is a fair and reasonable amount to address said impacts.
- C. Construction of the Project and its related Landscape Impact are illustrated within the area on Exhibits ‘EX-1’, ‘EX-2’, ‘EX-3’, ‘EX-4’, and ‘EX-5’ attached hereto and made a part hereof. The location of the Project areas shown on Exhibits ‘EX-1’, ‘EX-2’, ‘EX-3’, ‘EX-4’, and ‘EX-5 are subject to change based on final design and could vary by up to five (5) feet in any direction.
- D. County has reviewed the documentation provided by Greenstone and concurs that the proposed amount is fair and reasonable to address the impacts to Greenstone, and related Construction Contract Work.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. COST TO CURE PAYMENT

County agrees to provide TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00, exactly) as appropriate compensation for the Cost to Cure the Landscape Impacts. Greenstone hereby knowingly waives any and all claims related to the Landscape Impact and accepts said payment as fully addressing any impact of the Project on Greenstone, except as otherwise provided in the proposed IODs.

Greenstone may use those funds for any lawful purpose. Greenstone acknowledges that if Greenstone uses said funds to perform any future work on any property that Greenstone has an ownership in, that work would occur on Greenstone's sole property and Greenstone would be responsible for the maintenance and repair for any work performed by Greenstone. The parties acknowledge that the County is placing no restriction upon the use of those funds and has no role in the use of those funds. This Agreement does not transfer to the County any property interest in Grantor's property or any duty or power for repair or maintenance in Grantor's Property.

2. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

3. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Greenstone.

4. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Greenstone or County by the other or three (3) days after being deposited in the United States

mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**GREENSTONE: Greenstone Country Owners Association
3451 Stagecoach Road
Placerville, CA 95667**

**COUNTY: County of El Dorado
Board of Supervisors
Attn: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**

**COPY TO: County of El Dorado
Department of Transportation
Attn: ROW Unit
2850 Fairlane Court
Placerville, CA 95667**

5. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

6. GOVERNING LAW AND FORUM

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in the County of El Dorado, California.

7. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

8. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

9. ATTORNEY'S 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.

10. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the construction work listed below and shown in Exhibits 'EX-1', 'EX-2', 'EX-3', 'EX-4', and 'EX-5' on the Seller's remaining property:

- A. Remove existing landscape retaining wall(s) and columns from terminus up to columns aligned with gate at County cost. These retaining walls will not be replaced by County.
- B. Prepare an emergency access plan prior to any road closure operations that outlines emergency access through the work zone and includes contingency plans, site contact personnel, contingency plans for reopening, and emergency response coordination. This plan must be reviewed and approved by Engineer.
- C. As it applies to trees shown within the Project for removal, Caltrans Standard Specifications Section 17-2.03C Grubbing: Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other objectionable material. The special provisions for the Project contract specifications will also add the following: "Trees removed within the Stagecoach

Road entrance (or Greenstone landscape areas) must have stumps and roots removed/ground a minimum of 1' below the finish grade surface.”

- D. Remove existing debris, woody debris, dead or fallen branches, trash, etc. within the specified location of Indian Creek or as directed by Engineer.
- E. Temporary fencing will be installed as specified or as directed by the Engineer. This temporary fencing will be properly installed and maintained, and will consist of a 6' chain link fence along the frontage of Greenstone for the duration that the permanent fencing is removed. If changes or modifications to the temporary fencing alignment are proposed, they must be coordinated and approved by Greenstone Engineer in advance. Temporary fencing will comply with the fence requirements outlined in the Caltrans Standard Specifications, Section 80, Fences.
- F. Relocate existing northeast monument sign.
- G. Remove existing and reconstruct storm drain system. County is to maintain all Project storm drain systems inside County slope and drainage easement and road fee areas.
- H. Finish grade, hydroseed and mulch all disturbed areas.
- I. Contractor must maintain parking and staging outside the Greenstone Post Office and Office parking lot unless otherwise approved in advance by Greenstone personnel.
- J. Greenstone must be contacted a minimum of 72-hours in advance of any road closures on Stagecoach Road. All coordination must include Engineer and be directed to the Greenstone address below, unless otherwise directed by Greenstone personnel:

Greenstone Country Owners Association (GCOA)
3451 Stagecoach Rd.
Placerville, CA 95667

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, fencing or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Greenstone understands and agrees that after completion of the work described, said facilities will be considered Greenstone's sole property and Greenstone will be responsible for their maintenance and repair.

11. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Greenstone's Property, (APN 317-285-019-000) where necessary, to perform the work as described in Section 10 of this Agreement.

12. UTILITY WORK PERFORMED BY OTHERS

The County shall coordinate all utility work performed by others including Pacific Gas & Electric for Project. The County will ensure all infrastructure components such as utility boxes, junction boxes, transformer boxes, communication boxes, and pull boxes shall be placed underground and conform to finished grade at completion of Project. No new aboveground structures for Project are agreed to without written authorization by the Greenstone Associate Manager.

13. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Grantor acknowledges that County will use federal/state/local funds for the use of the land for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925F15, effective October 18, 2016. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained

in the Landscape Impact being conveyed by Grantor, and as shown in Exhibits 'EX-1', 'EX-2', 'EX-3', 'EX-4' and 'EX-5' and the exhibits thereto, attached hereto and incorporated by reference herein.

14. TITLE VI, 1964 CIVIL RIGHTS ACT

The parties to this Landscape Impact shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Landscape Impact.

15. EFFECTIVE DATE

This Agreement shall be effective when signed by both Parties.

16. CONTRACT ADMINISTRATOR

The County officer or employee with responsibility for administering this Agreement is Matt Smeltzer, or successor.


17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

18. 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 the obligations set forth herein.

GREENSTONE:

By: 

Date: 04.11.25

Print name: TRACEY L. DONLAN

Phone: 530 417 4247

By: 

Date: 4-11-25

Print name: Donna Rae Caccavo

Phone: 805-358-7061

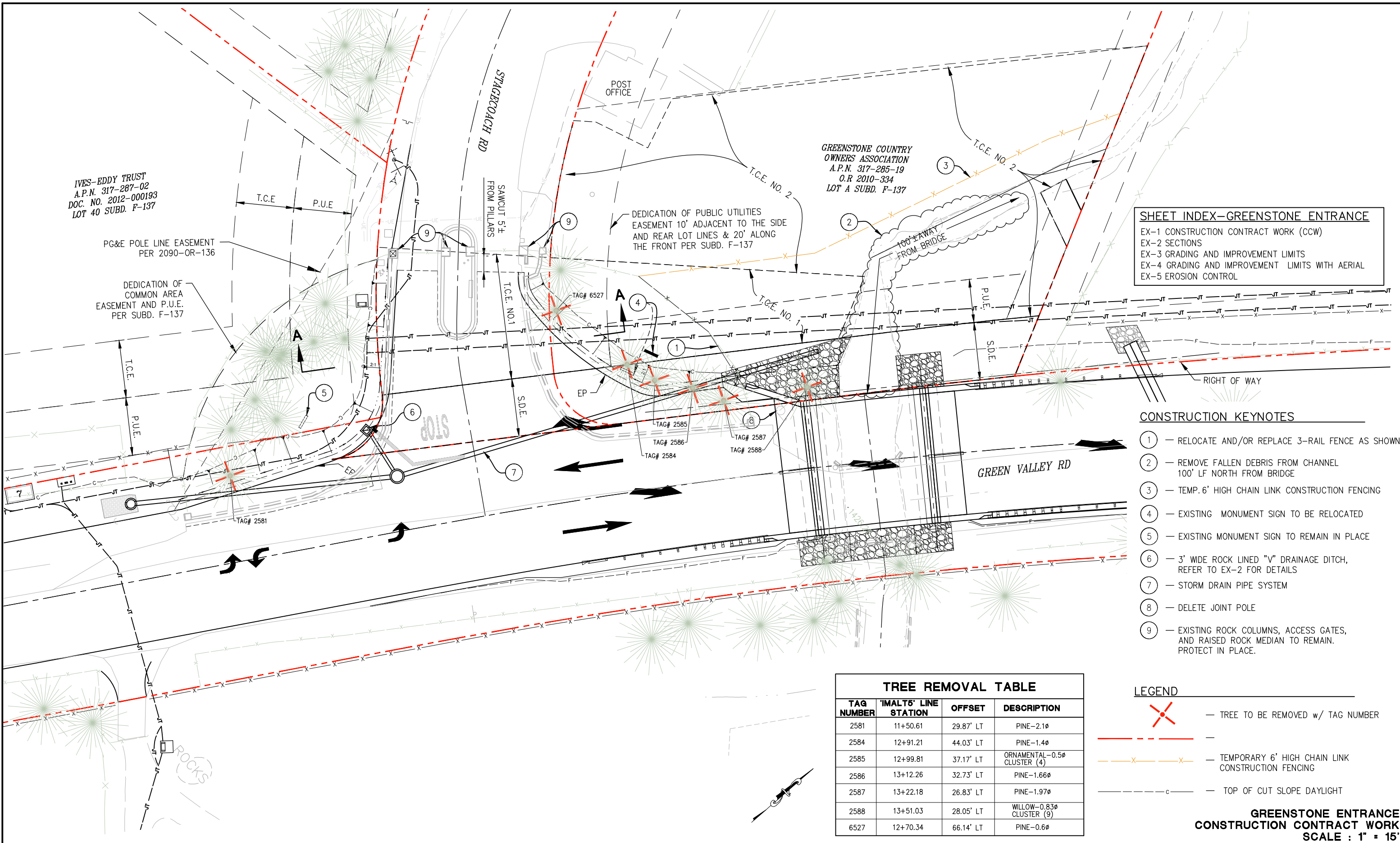
ACCEPTED BY COUNTY OF EL DORADO:

By: _____

Date: _____

Rafael Martinez, Director
Department of Transportation

2 ORIGINAL SCALE IS IN INCHES
FOR REDUCED PLANS
Drawing name: Z:\Civil 3D Projects\77127 77136 GV at Indian Creek and Mound Springs\CAD\Files\RM\Parcel Exhibits\Greenstone Parcel CCW.dwg Layout Tab: EX-1 CCW Mar 06 2025 - 4:56pm Daleich



SHEET INDEX—GREENSTONE ENTRANCE	
EX-1	CONSTRUCTION CONTRACT WORK (CCW)
EX-2	SECTIONS
EX-3	GRADING AND IMPROVEMENT LIMITS
EX-4	GRADING AND IMPROVEMENT LIMITS WITH AERIAL
EX-5	EROSION CONTROL

- CONSTRUCTION KEYNOTES
- 1 — RELOCATE AND/OR REPLACE 3-RAIL FENCE AS SHOWN
 - 2 — REMOVE FALLEN DEBRIS FROM CHANNEL 100' LF NORTH FROM BRIDGE
 - 3 — TEMP. 6' HIGH CHAIN LINK CONSTRUCTION FENCING
 - 4 — EXISTING MONUMENT SIGN TO BE RELOCATED
 - 5 — EXISTING MONUMENT SIGN TO REMAIN IN PLACE
 - 6 — 3' WIDE ROCK LINED "V" DRAINAGE DITCH, REFER TO EX-2 FOR DETAILS
 - 7 — STORM DRAIN PIPE SYSTEM
 - 8 — DELETE JOINT POLE
 - 9 — EXISTING ROCK COLUMNS, ACCESS GATES, AND RAISED ROCK MEDIAN TO REMAIN. PROTECT IN PLACE.


TREE REMOVAL TABLE			
TAG NUMBER	'MALTS' LINE STATION	OFFSET	DESCRIPTION
2581	11+50.61	29.87' LT	PINE-2.1Ø
2584	12+91.21	44.03' LT	PINE-1.4Ø
2585	12+99.81	37.17' LT	ORNAMENTAL-0.5Ø CLUSTER (4)
2586	13+12.26	32.73' LT	PINE-1.66Ø
2587	13+22.18	26.83' LT	PINE-1.97Ø
2588	13+51.03	28.05' LT	WILLOW-0.83Ø CLUSTER (9)
6527	12+70.34	66.14' LT	PINE-0.6Ø

- LEGEND
- TREE TO BE REMOVED w/ TAG NUMBER
 - TEMPORARY 6' HIGH CHAIN LINK CONSTRUCTION FENCING
 - TOP OF CUT SLOPE DAYLIGHT

GREENSTONE ENTRANCE
CONSTRUCTION CONTRACT WORK
SCALE : 1" = 15'

REVISION			
NUMBER	DATE	DESCRIPTION	BY

PREPARED UNDER THE SUPERVISION OF :	DESIGNED: JB	DRAWN: DJ
REGISTERED CIVIL ENGINEER	CHECKED: JB	DATE: 3/6/2025
DATE:	ROAD NUMBER:	—



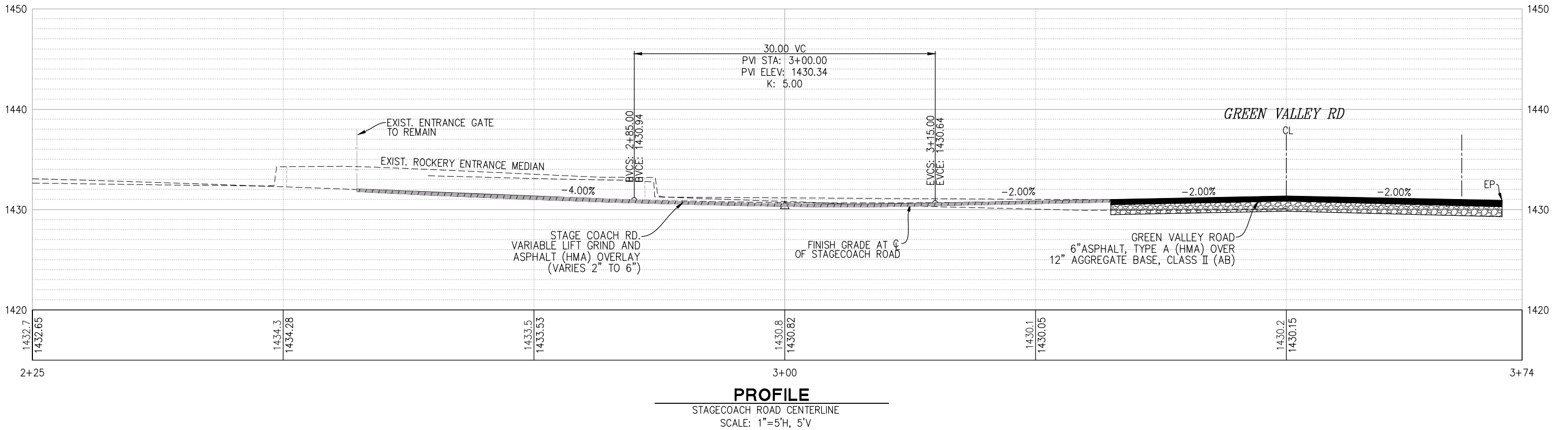
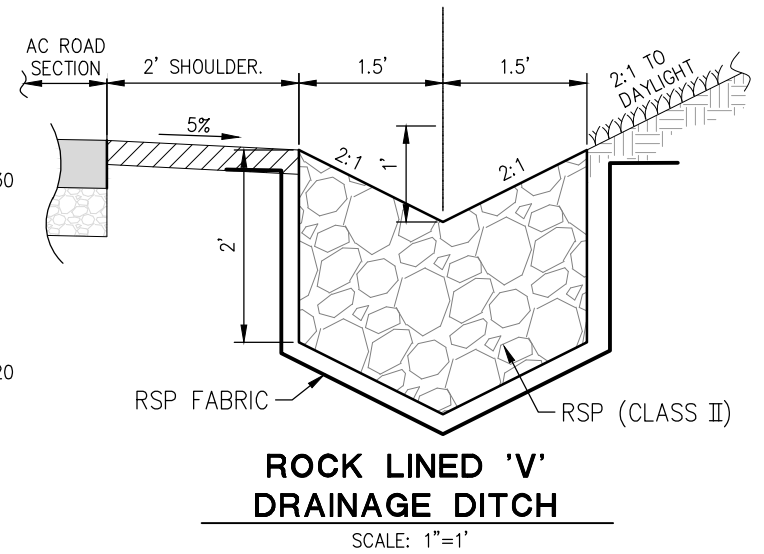
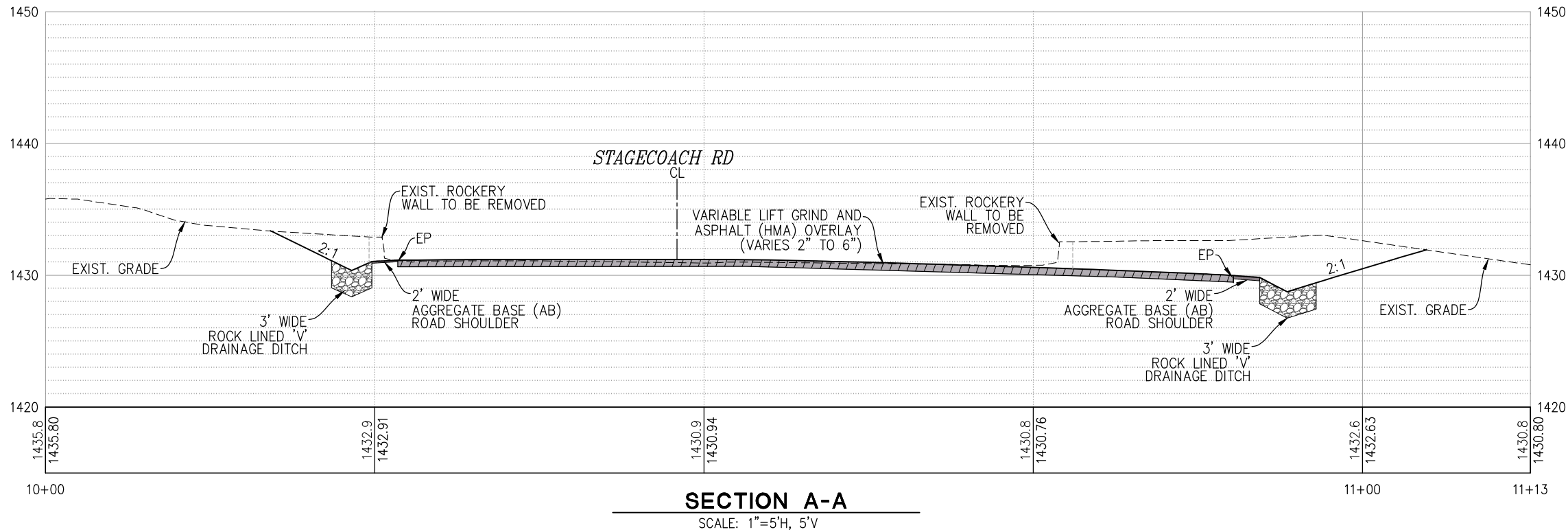
COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

GREEN VALLEY RD AT INDIAN CREEK
AND MOUND SPRINGS CREEK
BRIDGE IMPROVEMENTS

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SHEET
EX-1
1 OF 5
W.O. No. 77127

2 ORIGINAL SCALE IS IN INCHES
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GREENSTONE ENTRANCE SECTIONS

REVISION				BY
	NUMBER	DATE	DESCRIPTION	

PREPARED UNDER THE SUPERVISION OF :	DESIGNED: JB	DRAWN: DJ
	CHECKED: JB	DATE: 3/6/2025
REGISTERED CIVIL ENGINEER	ROAD NUMBER: -	
DATE:		



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

**GREEN VALLEY RD AT INDIAN CREEK
AND MOUND SPRINGS CREEK
BRIDGE IMPROVEMENTS**

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SHEET	EX-2
2 OF 5	
W.O. No.	77127

Drawing name: Z:\Civil 3D Projects\77127 77136 GV at Indian Creek and Mound Springs\CADD Files\RM\Parcel Exhibits\Greenstone Parcel CCW.dwg Mar 06,2025 - 4:57pm Duleich

FOR REDUCED PLANS 2 ORIGINAL SCALE IS IN INCHES

EROSION CONTROL

SEQUENCE	ITEM	MATERIAL	MATERIAL TYPE	APPLICATION RATE
STEP 1	HYDROSEED	SEED	MIX	20 LB/ACRE
		FIBER	WOOD	1,000 LB/ACRE
		FERTILIZER	ORGANIC	600 LB/ACRE
STEP 2	STRAW	STRAW	RICE	3,500 LB/ACRE
STEP 3	HYDROMULCH	FIBER	WOOD	1,000 LB/ACRE
		TACKIFIER	PSYLLIUM	200 LB/ACRE

SEED MIX

BOTANICAL NAME (COMMON NAME)	POUNDS PURE LIVE SEED PER ACRE (SLOPE MEASUREMENT)	LOCATION
ACHILLEA MILLEFOLIUM (COMMON YARROW)	2	AS SHOWN ON PLANS
ELYMUS GLAUCUS (BLUE WILDRYE)	7	AS SHOWN ON PLANS
AGROSTIS EXARATA (SPIKE BENTGRASS)	3	AS SHOWN ON PLANS
POA SECUNDA (SANDBERG BLUEGRASS)	3	AS SHOWN ON PLANS
ACMISPON AMERICANUS (SPANISH LOTUS)	2	AS SHOWN ON PLANS
FESTUCA MICROSTACHYS (SMALL FESCUE)	1	AS SHOWN ON PLANS
BROMOS LAEVIPES (WOODLAND BROME)	2	AS SHOWN ON PLANS
TOTAL	20	
SEED SOURCE MUST ORIGINATE FROM NORTHERN CALIFORNIA SACRAMENTO VALLEY AND/OR SIERRA FOOTHILLS REGIONS.		

GREENSTONE ENTRANCE
EROSION CONTROL TABLES
SCALE : N/A

REVISION	NUMBER	DATE	DESCRIPTION	BY

PREPARED UNDER THE SUPERVISION OF :

REGISTERED CIVIL ENGINEER

DATE: _____

DESIGNED: JB
CHECKED: JB
ROAD NUMBER: JB

DRAWN: DJ
DATE: 3/6/2025



COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION

GREEN VALLEY RD AT INDIAN CREEK
AND MOUND SPRINGS CREEK
BRIDGE IMPROVEMENTS
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SHEET
EX-5
5 OF 5
W.O. No. 77127