

After Recording Please Return To:

State of California
California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Grantor APN: El Dorado County, CA APN 033-010-20

Grant of Easement

THIS GRANT OF EASEMENT is made this 15th day of March, 2011, by and between the **State of California**, acting by and through the California Tahoe Conservancy (hereinafter "Grantor"), and the **County of El Dorado** (hereafter, "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of certain real property located in the County of El Dorado, State of California, more particularly described in **Exhibit A** (hereafter, "the Property");

WHEREAS, Grantee intends to construct improvements on the Property for recreational and storm water conveyance and erosion control purposes and, in order to assure future access by Grantee the general public across the Property;

WHEREAS, the parties expect and intend that Grantee will construct a bike trail and storm water and erosion control improvements on a portion of Grantor's land and in the location described and depicted in **Exhibit B-1** and **B-2** in a form and design as depicted in **Exhibit C-1** and **C-2**;

WHEREAS, Grantor, pursuant to California Government Code Section 66907.8, may convey interests in land for management purposes, including easements and rights of way necessary for erosion control and public recreation purposes;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, Grantor hereby grants and conveys to Grantee and its successors, a nonexclusive easement in perpetuity over the Property, on the terms and subject to the limitations set forth herein, for the purpose of storm water conveyance, erosion control and providing access for the general public (including bicycle, pedestrian, and non-vehicular traffic) for recreation purposes (hereafter, "the Easement").

1. Description of the Easement

The Easement is for the purpose of constructing, operating and maintaining a paved or public multi-use bicycle and pedestrian trail including drainage improvements, landscaping, and other minor appurtenances as reasonably necessary for implementation of the public multi-use bicycle and pedestrian trail; (2) an unrestricted public right of way for ingress and egress and passage through, including bicycle, pedestrian, and non-vehicular access, by the general public; and (3) the right to install utilities and underground utility lines. The Easement includes the unrestricted, nonexclusive right to operate, maintain, inspect, repair, alter, and reconstruct all of the said improvements, and associated vehicular and non-vehicular access, as necessary to support the improvements.

2. Reserved Rights

The Grantor reserves the right to use and improve all portions of the Property for any purpose, *provided*, that such activities do not interfere with the Easement granted herein, or impairs the Grantee's improvements constructed hereunder or Grantee's reasonable exercise of its other rights under this instrument.

3. Maintenance

Grantee agrees to maintain the improvements in a safe condition and in a manner which complies with all applicable State and local laws, rules, ordinances, regulations and the terms and conditions of any Grantor approvals, subject to any future maintenance agreements entered into between the parties.

Grantee's basic maintenance shall consist of: 1. Repairing surface (pavement) conditions on the bike path that pose a possible safety issue, surface integrity issue, or that are not ADA compliant; 2. Regular, seasonal sweeping to ensure a safe and clean surface; and 3. Regular, seasonal clearing and trimming of vegetation adjacent to paths consistent with AASHTO's *Guide for the Development of Bicycle Facilities, 1999*. Long-term maintenance activities shall include: 1. Crack-seal; 2. Slurry seal; 3. Overlay; or 4. Measures appropriate to the constructed surface as necessary to maintain the trail in a safe and operable condition. All maintenance activities shall be in accordance with industry standards.

In the event that Grantee desires, in the future, to alter the improvements in any manner materially departing from the designs Grantee agrees to obtain Grantor's signed, written approval of such alterations.

4. Indemnification

Grantee agrees to indemnify, and hold harmless the Grantor, its successors and assigns, from any and all liability, arising out of any damage or injury to any person or persons, including the Grantor, or to property of any kind whatsoever and to whomsoever belonging, including the Grantor, from any cause(s) attributable to Grantee's activities carried out within the Easement, except for matters arising out of the negligence of the Grantor or its agents or the acts or omissions of any third parties acting independently.

5. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or use of the Easement, or a portion thereof, such agreement(s) shall require that Grantee's contractor maintain general liability and property damage insurance in an amount of One Million Dollars (\$1,000,000) or such other lesser amount as agreed to in writing by the Grantor. In addition, Grantee shall make reasonable efforts to ensure that Grantor, and its successors in interest and assigns are included as additional insureds under the insurance required above and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Grantor as soon as practicable. In the event that the Grantee's contractor or other third party is unable to cause the Grantor, or its successor or assign, to be named as an additional insured, Grantee shall so notify the Grantor. Within five (5) working days thereafter the Grantor shall notify Grantee whether Grantee should proceed absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Grantor for payment of any premiums or assessments under such insurance. Grantor shall also be provided with notice of any proposed cancellation of insurance.

6. Environmental Impairment

Grantee, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Easement, as described in Paragraph 1, Description of Easement, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of the Grantor.

Grantee shall obtain and comply with the terms and provisions of all licenses, permits, and approvals required by any local, regional, State, bi-state, or Federal agency with authority to regulate the activities of Grantee under this instrument.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Easement due to Grantee's use and occupancy thereof, Grantee, at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Grantee or any third person, to the satisfaction of the Grantor (insofar as the property owned or controlled by the Grantor is concerned) and any governmental body having jurisdiction there over, unless said discharge, leakage, spillage, emission, or pollution is due to the negligence of the Grantor or its agents or the actions or negligence of any third parties acting independently.

7. Liens

Grantee covenants and agrees to keep the Property free from any mechanic's or materialmen's liens claimed by any person, firm or corporation employed by or on behalf of Grantee for any work or services performed under this Agreement. In the event of the filing of any such lien(s), Grantee shall cause such lien(s) to be released within thirty (30) days after the Grantor's written notice to do so. Grantee shall indemnify and defend the Grantor against any and all liability, cost and expense, including attorney's fees, incurred by the Grantor as a result of any such lien(s).

8. Permits

Grantee shall comply with and obtain, at its expense, all necessary permits and approvals as required by law, and all land coverage rights required by the Tahoe Regional Planning Agency, necessary for the improvements, use and operation of the Easement.

9. Assignment

Grantee may assign its rights to another public agency with the power to establish, construct and maintain bicycle and pedestrian trails, in which event the terms of this instrument shall be binding on Grantee's assignee.

10. Enforcement

Grantor agrees to pay any and all costs incurred in monitoring compliance with the terms of this Grant of Easement.

Any act or any conveyance, contract, or authorization, whether written or oral, made by either Grantor or Grantee, which uses, causes to be used, or would permit use of the Property or the Easement granted herein in a manner contrary to the terms of this instrument will be deemed a breach hereof. The Grantor or Grantee may bring any action in court necessary to enforce this Grant of Easement, at law or in equity, including, but not limited to, an action for mandatory or prohibitory injunctive relief to correct, terminate, or prevent a breaching or probable breaching activity, and/or an action to enforce the terms and provisions hereof by specific performance.

All costs incurred by Grantor or Grantee in enforcing, judicially or otherwise, the terms and restrictions of this Grant of Easement, including, without limitation, costs of suit, attorney's fees and any costs of restoration necessitated by the violation of the terms of this Grant of Easement, shall be borne by the prevailing party in any such action.

11. Forbearance Not a Waiver

Any forbearance on the part of either party to this instrument, or its successors or assigns, to enforce the terms and provisions of this instrument in the event of any violation or breach shall not be deemed a waiver of that party's legal rights regarding any subsequent violation or breach.

12. Severability

The provisions of this instrument are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provisions shall be thereby affected or impaired.

13. Captions

The captions on the paragraphs of this instrument are for convenience only and shall be of no force or effect whatever in interpreting the obligations or rights of the parties hereunder.

14. Entire Agreement

This instrument contains the entire agreement between the Grantor and Grantee, relating to the rights granted and the obligations assumed herein. Any oral representation(s) or modification(s) of this instrument shall be of no force and effect unless embodied in a subsequent modification in writing signed by both parties.

15. Authorization by Grantor

The California Tahoe Conservancy, acting pursuant to Section 66907.8 of the California Government Code, has duly authorized its undersigned Executive Director to execute this Grant of Easement.

IN WITNESS WHEREOF, the parties hereto have entered into this Grant of Easement on the date first set forth above.

GRANTOR:

**STATE OF CALIFORNIA
California Tahoe Conservancy**

By: *Patrick Wright*
Patrick Wright, Executive Director

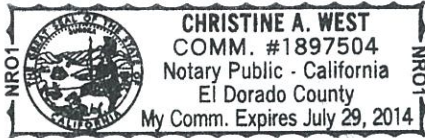
Date: 3/1/11

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
)
)
 COUNTY OF EL DORADO)
)

On this 1st day of march, 2011, before me, personally appeared Patrick Wright, proved on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon their behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Christine A. West
(signature)

Christine A. West
(name typed or printed)

Notary Public in and for the
State of California

GRANTEE:

EL DORADO COUNTY

By: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

ss.

COUNTY OF EL DORADO)

On this ____ day of _____, 2011, before me, personally appeared,
_____ proved on the basis of satisfactory evidence, to be the person
whose name is subscribed to the within instrument and acknowledged to me that she executed the
same in her authorized capacity, and that by her signature on the instrument the person, or the entity
upon their behalf of which the person acted, executed the instrument.

NOTARY PUBLIC

Exhibit 'A'

That certain real property described as a portion of the Northeast quarter of Section 18, Township 12 North, Range 18 East, Mount Diablo Base and Meridian, and more particularly described in Book 1582 at Page 642, Official Records of the County of El Dorado, and shown in whole by the map filed January 15, 1979 in Book 6 of Records of Survey, at Page 133, the purpose of said survey being to monument the subject parcel of land.

Exhibit 'B-1'

A portion of that certain real property described in Book 2892 Official Records at Page 251, on file in the office of the El Dorado County Recorder being a portion of the South one-half of the Northeast one-quarter of Section 18, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

All that portion of said real property lying Easterly of the following line:

Beginning at a point on the South line of the Northeast one-quarter of said Section 18 from which the East one-quarter corner of said Section 18 bears North 88°48'00" East a distance of 1,283.23 feet. Said point of beginning being the beginning of a non-tangent curve concave to the southeast having a radius of 215.00 feet, from which a radial line bears North 54°09'51" West; thence leaving said South line of the Northeast one-quarter of said Section 18, northeasterly along said curve, through a central angle of 07°55'09" a distance of 29.72 feet, said curve being subtended by a chord which bears North 39°47'43" East 29.69 feet to the beginning of a reverse curve concave to the northwest having a radius of 85.00 feet; thence northeasterly along said curve through a central angle of 31°21'18" a distance of 46.52 feet, said curve being subtended by a chord which bears North 28°04'39" East 45.94 feet; thence North 12°24'00" East 32.12 feet to the beginning of a curve concave to the west having a radius of 185.00 feet; thence northerly along said curve through a central angle of 16°54'24" a distance of 54.59 feet, said curve being subtended by a chord which bears North 03°56'48" East 54.39 feet; thence North 04°30'24" West 106.78 feet to the beginning of a curve concave to the southwest having a radius of 185.00 feet; thence northwesterly along said curve through a central angle of 27°54'46" a distance of 90.13 feet, said curve being subtended by a chord which bears North 18°27'47" West 89.24 feet to the beginning of a compound curve concave to the southwest having a radius of 885.00 feet; thence northwesterly along said curve through a central angle of 07°50'06" a distance of 121.02 feet, said curve being subtended by a chord which bears North 36°20'13" West 120.93 feet to the beginning of a compound curve concave to the southwest having a radius of 160.00 feet; thence northwesterly along said curve through a central angle of 17°41'55" a distance of 49.42 feet, said curve being subtended by a chord which bears North 49°06'13" West 49.23 feet; thence South 27°02'07" West 29.49 feet; thence North 62°59'07" West 30.71 feet to a point on the northwesterly property line containing 30,162 square feet more or less.

See Exhibit 'B-2' attached hereto and made a part here of.

-End of Description-

The purpose of this description is to describe that portion of said parcel for road dedication and as an easement for drainage, and multi-use trail purposes.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resource Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999624.

Philip R. Mosbacher
Philip R. Mosbacher, P.L.S. 7189

2/11/11
Date



Exhibit 'B-2'

Situate in South One-Half of the Northeast One-Quarter of
 Section 18, T. 12 N., R. 18 E., M.D.M.
 County of El Dorado, State of California
 Scale 1" = 100'

PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C1	215.00'	29.72'	07°55'09"	N39°47'43"E	29.69'
C2	85.00'	46.52'	31°21'18"	N28°04'39"E	45.94'
C3	185.00'	54.59'	16°54'24"	N03°56'48"E	54.39'
C4	185.00'	90.13'	27°54'46"	N18°27'47"W	89.24'
C5	885.00'	121.02'	07°50'06"	N36°20'13"W	120.93'
C6	160.00'	49.42'	17°41'55"	N49°06'13"W	49.23'

Legend

- o Computation Point
- P.O.B. Point of Beginning
- (E) Existing
- (R) Radial

PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	N12°24'00"E	32.12'
L2	N04°30'24"W	106.78'
L3	S27°02'07"W	29.49'
L4	N62°59'07"W	30.71'

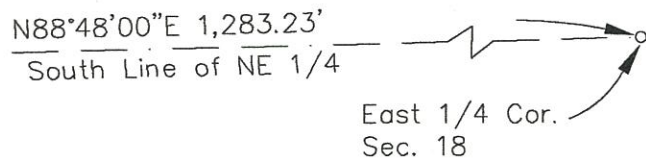
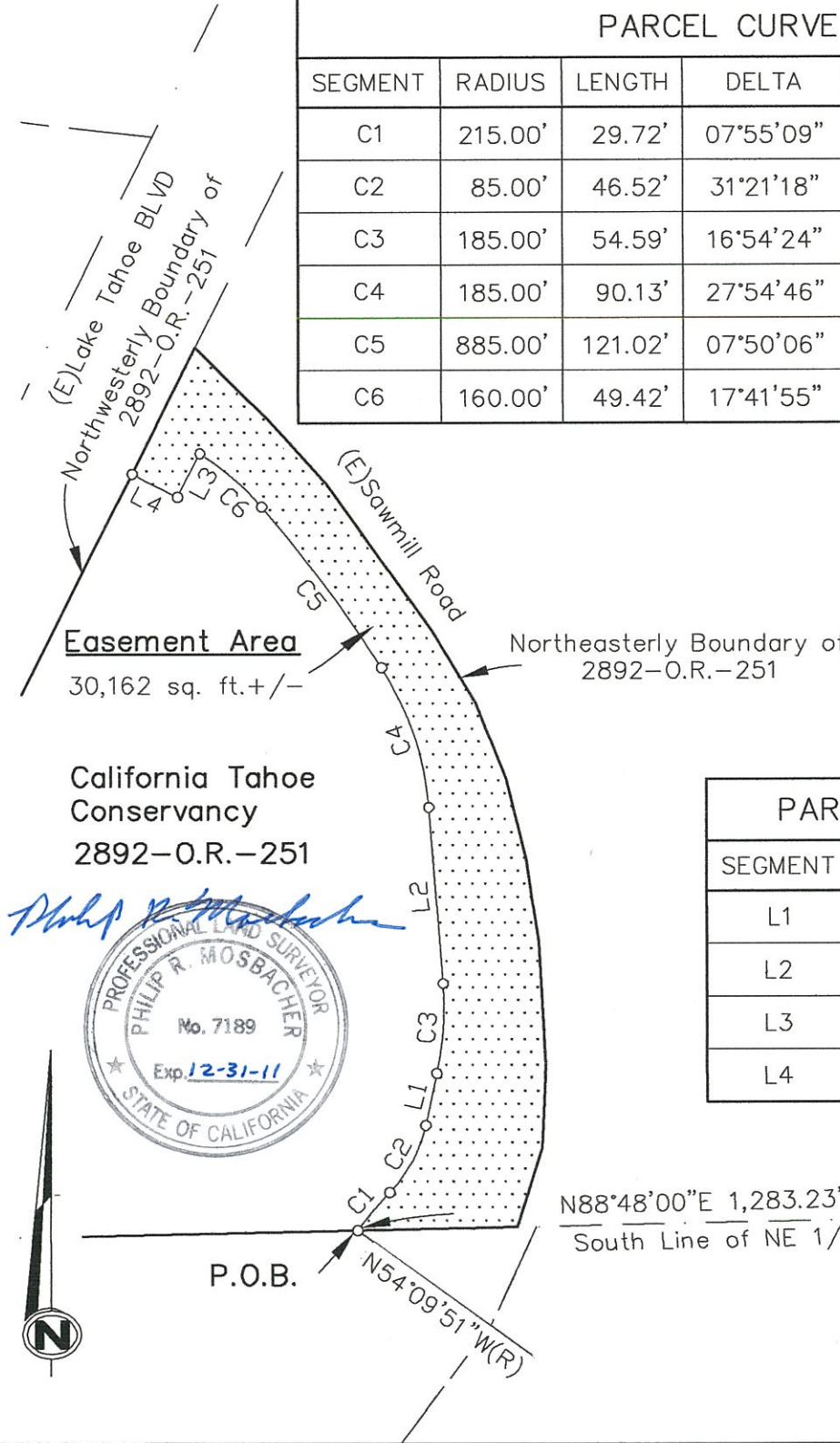
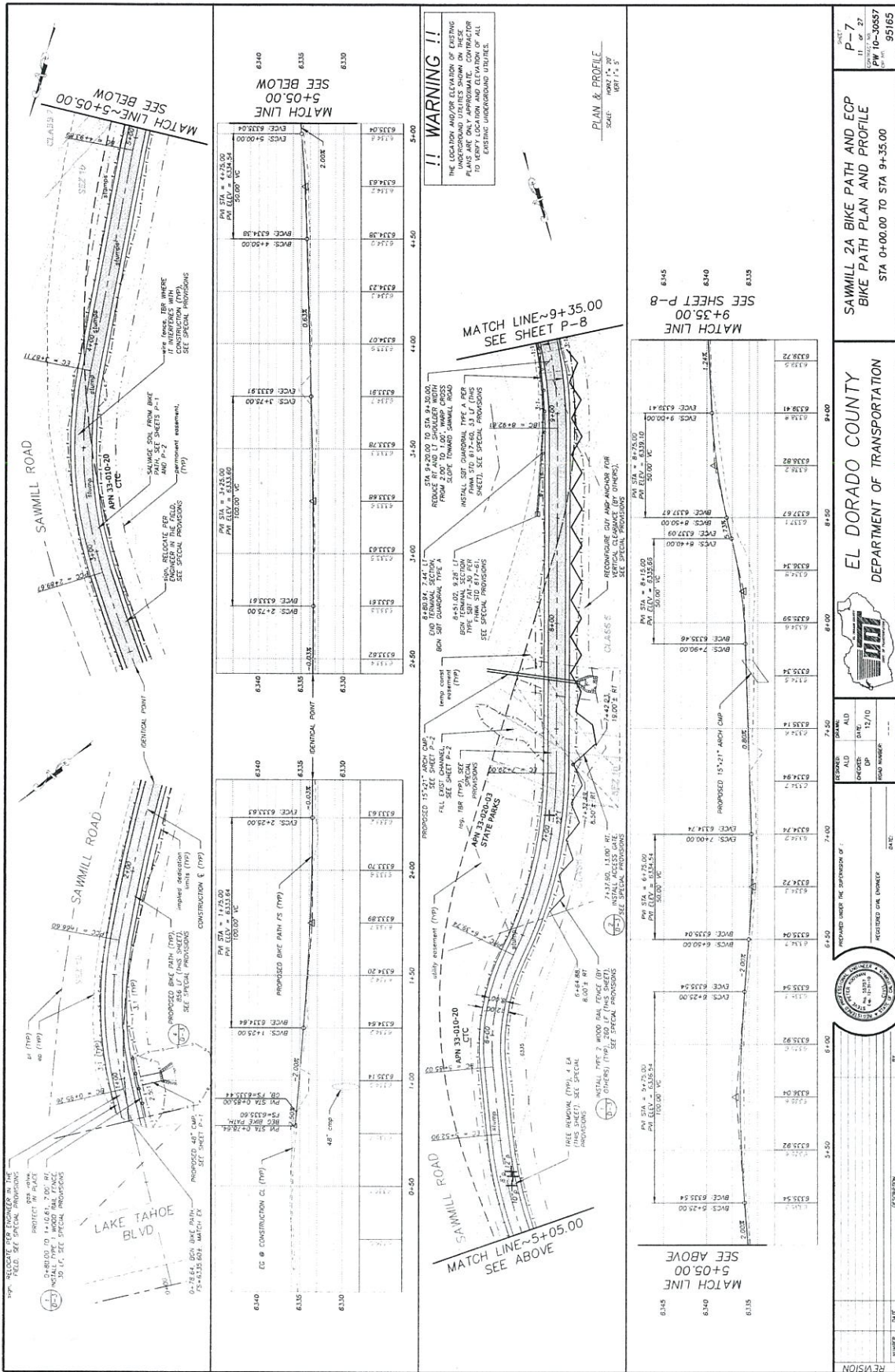
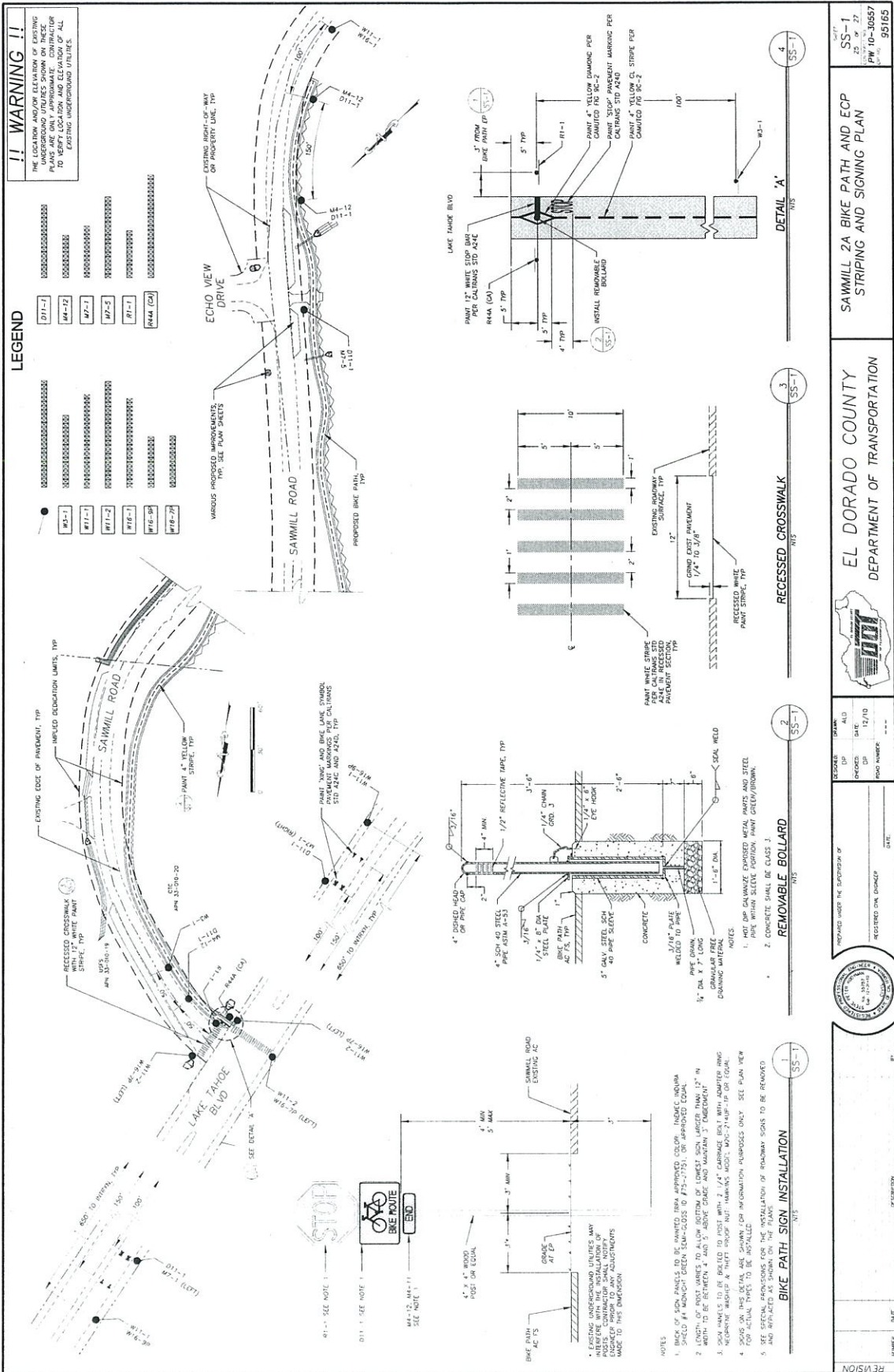


Exhibit 'C-1'



11-0181.B.11



!! WARNING !!
 THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE NOT GUARANTEED. THE USER SHALL VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UNDERGROUND UTILITIES.

LEGEND

- MS-1
- WT-1
- WT-2
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SAWMILL 2A BIKE PATH AND ECP STRIPING AND SIGNING PLAN
 SS-1
 PW 10-30557
 95165

EL DORADO COUNTY
 DEPARTMENT OF TRANSPORTATION

REMOVED UNDER THE AUTHORITY OF
 DATE 12/10
 ROAD NUMBER
 DATE

REVISION
 LABEL NO.

- NOTES**
- BACK OF SIGN PANELS TO BE PAINTED AREA APPROVED COLOR. INDICATE INQUIRY SHEET #4 MOUNT GREEN SCM-5025 TO P13-1751, OR APPROVED EQUAL.
 - LENGTH OF POST WARES TO ALLOW BOTTOM OF LOWEST SIGN LARGER THAN 12" IN WIDTH TO BE BETWEEN 4 AND 5 ABOVE CURB AND MAINTAIN 2' OVERHEAD CLEARANCE.
 - REMOVABLE BOLLARD SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGNING MANUAL, MOUNTED TO THE BIKE PATH OR ECP.
 - SPACES ON THIS DETAIL ARE SHOWN FOR INFORMATION PURPOSES ONLY. SEE PLAN VIEW FOR ACTUAL TYPES TO BE INSTALLED.
 - SEE SPECIAL PROVISIONS FOR THE INSTALLATION OF RAMWAY SIGNS TO BE REMOVED AND REPLACED AS SHOWN ON THE PLAN.

REMOVED CROSSWALK
 SS-1

REMOVABLE BOLLARD
 SS-1

BIKE PATH SIGN INSTALLATION
 SS-1

DETAIL 'A'
 SS-1

RECESSED CROSSWALK
 SS-1