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City of South Lake Tahoe

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City of South Lake Tahoe

City Clerk

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South Lake Tahoe, CA 96150

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### **GRANT OF EASEMENT**

Between the County of El Dorado and the City of South Lake Tahoe  
Grantor APN: El Dorado County, CA APN 027-010-31

THIS GRANT OF EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California hereinafter called "Grantor" and the CITY OF SOUTH LAKE TAHOE, a California municipal corporation hereinafter called "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 a bicycle and multi-use trail and, in order to assure future access by Grantee and the general public across the Property;

*WHEREAS*, the parties expect and intend that Grantee will construct multi-use trail improvements on a portion of Grantor's land and in the location described and depicted in Exhibit B;

*WHEREAS*, the parties expect and intend that Grantee will need a temporary construction work area in order to construct the multi-use trail improvements on a portion of Grantor's land described and depicted in Exhibit C;

*WHEREAS*, pursuant to Government Code section 25526.6, Grantor is authorized to convey an easement to Grantee because the conveyance is in the public interest and the interest conveyed will not substantially conflict or interfere with the use of the Property by the Grantor.

*NOW THEREFORE*, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, with no monetary compensation provided, Grantor hereby grants and conveys to Grantee and its successors, 1. A nonexclusive easement in perpetuity on the terms and subject to the limitations set forth herein, for the purpose of providing access for the general public (including

bicycle, pedestrian, and non-vehicular traffic) for recreation purposes and 2, A temporary construction easement for purposes of building the multi-use trail improvements. Said temporary easement shall terminate six (6) months from the date of City Contractor's first entry on to the property, completion of the Project, or December 31, 2015, whichever occurs first – (hereafter, collectively, "the Easements.")

### 1. Description of the Easements

The Easements are for (1) 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 Easements include 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 Easements 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 the 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 the Grantee's contractor to maintain and provide evidence to the County prior to commencement of work the following insurance:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).

#### PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as Additional Insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies; and any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the Additional Insured. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County as additional insured.

3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Chief Administrative Office, Facilities Division, 3000 Fairlane Court, Suite One, Placerville, California 95667.

2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

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 Easements, as described in Paragraph 1, Description of Easements, 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.

#### 7. Liens

Grantee covenants and agrees to keep the Property free from any mechanics' or material suppliers' 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 County of El Dorado has duly authorized its undersigned, Chairman of the Board of Supervisors, to execute this Grant of Easement.

IN WITNESS WHEREOF, The parties hereto have entered in to this Grant of Easement on the date first written above.

GRANTOR:

EL DORADO COUNTY

BY: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

GRANTEE:

CITY OF SOUTH LAKE TAHOE

BY: \_\_\_\_\_  
City Manager of City of South Lake Tahoe

Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of California     )  
                                  ) ss  
County of El Dorado    )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, 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) in the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

Signature \_\_\_\_\_  
Notary Public

(Seal)

## Deed Acceptance

**This is to certify** that the interests in real property conveyed by the foregoing Grant of multi-use pedestrian and bike trail easement, dated \_\_\_\_\_, from **El Dorado County** for the real property situated in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in Exhibit "B" and Exhibit "C" hereinbefore set forth, to the **City of South Lake Tahoe**, a municipal corporation, is hereby accepted by the undersigned on behalf of the City, pursuant to authority conferred by resolution of the City Council of the City of South Lake Tahoe adopted on April 18, 1972, and the grantee consents to recordation thereof by its duly authorized officer.

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

City of South Lake Tahoe,  
a municipal corporation

By: \_\_\_\_\_  
Nancy Kerry, City Manager

Attest:

\_\_\_\_\_  
Susan Alessi, City Clerk



## EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, CITY OF SOUTH LAKE TAHOE, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 50, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 19 DEG 49' 20" WEST 2467.4 FEET; THENCE FROM POINT OF BEGINNING ALONG SAID RIGHT OF WAY LINE AND BEING ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 1540.0 FEET, FOR A DISTANCE OF 65.85 FEET, THE CHORD OF WHICH BEARS NORTH 84 DEG 29' 30" WEST 65.65 FEET, THE SOUTHWEST CORNER; THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 20.00 FEET, FOR A DISTANCE OF 35.45 FEET, THE CHORD OF WHICH BEARS NORTH 43 DEG 31' 30" EAST 31.00 FEET; THENCE NORTH 7 DEG 16' 30" WEST 68.26 FEET, THE NORTHWEST CORNER; THENCE NORTH 74 DEG 43' 30" EAST 40.39 FEET; THE NORTHEAST CORNER; THENCE SOUTH 7 DEG 16' 30" EAST 108.00 FEET TO THE POINT OF BEGINNING.

A.P.N. 027-010-31-100

## EXHIBIT "B"

JN 6223.004

### LEGAL DESCRIPTION

#### PERMANENT EASEMENT: THE COUNTY OF EL DORADO A.P.N. 027-010-31-100

All that certain real property situate within a portion of the NW1/4 of the SW1/4 of Section 33, Township 13 North, Range 18 East, M.D.M., City of South Lake Tahoe, County of El Dorado, State of California, being a portion of the certain Parcel described in that certain Deed, recorded May 31, 1957, in Book 407, at Page 129, Official Records of the County of El Dorado, State of California, being more particularly described as follows:

**BEGINNING** at the southwest corner of said Parcel, said point being on a curve with the northerly right of way of United States Highway 50, concave southerly, having a radius of 1540.00 feet, the radius point of said curve bears South 06°40'02" West;

**THENCE** westerly along said northerly right of way, 65.65 feet along said curve, through a central angle of 02°26'33" to the southwest corner of said Parcel, said corner also being the point of a curve, concave northerly, having a radius of 20.00 feet, the radius point of said curve bears North 04°15'58" East;

**THENCE** northeasterly along the westerly line of said Parcel, 11.91 feet along said curve, through a central angle of 34°06'15";

**THENCE** easterly leaving said westerly line, South 86°48'29" East, 4.77 feet;

**THENCE** North 03°26'17" East, 2.88 feet;

**THENCE** South 86°33'43" East, 5.00 feet;

**THENCE** South 03°26'17" West, 2.88 feet;

**THENCE** South 85°39'49" East, 43.65 feet to a point on the easterly line of said Parcel;

**THENCE** southerly along said easterly line, South 07°16'39" East, 5.00 feet to the **POINT OF BEGINNING** and the end of this description.

Containing 247 square feet, more or less.

EXHIBIT "B" attached hereto and made a part of.

The **BASIS OF BEARING** for this description is identical to that said Deed, recorded May 31 1957, in Book 407, at Page 129, Official Records of the County of El Dorado, State of California.

Prepared by Lumos & Associates  
Gregory S. Phillips, L.S. 7936  
800 East College Pkwy  
Carson City, NV 89706



5/14/14

Parcel Line Table

Line #	Direction	Length
L1	N85°39'49"W	43.65'
L2	N3°26'17"E	2.88'
L3	N86°33'41"W	5.00'
L4	S3°26'17"W	2.88'
L5	N86°48'29"W	4.77'
L6	S86°33'43"E	7.79'
L7	S3°26'17"W	2.96'

APN 027-010-16-100  
DEED DOC NO. 47456  
ALTA MIRA LTD.

APN 027-010-31-100  
THE COUNTY OF  
EL DORADO

TEMPORARY  
EASEMENT:  
AREA: 261± SQ. FT.

APN 027-010-02-100  
DEED DOC #2012-69245-00  
MCCALL, MARY A.

PERMANENT  
EASEMENT:  
AREA: 247 SQ. FT.

P.O.B.  
PERMANENT  
EASEMENT

P.O.B.  
TEMPORARY  
EASEMENT

US HWY 50

Curve Table

Curve #	Delta	Radius	Length
C1	34°06'15"	20.00'	11.91'
C2	30°33'07"	20.00'	10.67'

5/14/14



225 KINGSBURY DR. SUITE 100, PO BOX 3576  
STATELINE, NEVADA 89415  
PH: 775 591 6490 FAX: 775 598 6470

CITY OF SOUTH LAKE TAHOE

EXHIBIT "B"  
EL DORADO BEACH TO SKI RUN BLVD BIKE TRAIL  
APN 027-010-31-100

EL DORADO COUNTY

CALIFORNIA

Date: APRIL, 2014

Scale: 1" = 20'

Job No: 6223 003

EXHIBIT "C"

JN 6223.004

LEGAL DESCRIPTION

TEMPORARY EASEMENT; THE COUNTY OF EL DORADO  
A.P.N. 027-010-31-100

All that certain real property situate within a portion of the NW1/4 of the SW1/4 of Section 33, Township 13 North, Range 18 East, M.D.M., City of South Lake Tahoe, County of El Dorado State of California, being a portion of the certain Parcel described in that certain Deed, recorded May 31, 1957, in Book 407, at Page 129, Official Records of the County of El Dorado, State of California, being more particularly described as follows:

**BEGINNING** at a point on the easterly line of said Parcel, said point bears North 07°16'39" West, 5.00 feet from the southeast corner of said Parcel;

**THENCE** westerly leaving said easterly line, North 85°39'49" West, 43.65 feet;

**THENCE** North 03°26'17" East, 2.88 feet;

**THENCE** North 86°33'41" West, 5.00 feet;

**THENCE** South 03°26'17" West, 2.88 feet;

**THENCE** North 86°48'29" West, 4.77 feet to a point on the westerly line of said Parcel, said point also being in a non tangent curve, concave northwesterly, having a radius of 20.00 feet, the radius point of said curve bears North 29°50'17" West;

**THENCE** northeasterly along said westerly line, 10.67 feet along said curve, through a central angle of 30°33'07";

**THENCE** easterly leaving said westerly line, South 86°33'43" East, 7.79 feet;

**THENCE** South 03°26'17" West, 2.96 feet;

**THENCE** South 85°39'49" East, 37.70 feet to a point on said easterly line;

**THENCE** southerly along said easterly line, South 07°16'39" East, 5.10 feet to the **POINT OF BEGINNING** and the end of this description.

Containing 261 square feet, more or less.

**EXHIBIT "C"** attached hereto and made a part of.

1

The **BASIS OF BEARING** for this description is identical to that said Deed. recorded May 31, 1957, in Book 407, at Page 129, Official Records of the County of El Dorado, State of California.

Prepared by Lumos & Associates -  
Gregory S. Phillips, L.S. 7936  
800 East College Pkwy  
Carson City, NV 89706



5/14/14

Line #	Direction	Length
	N85°39'49"W	43.65'
L2	N3°26'17"E	2.88'
L3	N86°33'41"W	5.00'
L4	S3°26'17"W	2.88'
L5	N86°48'29"W	4.77'
L6	S85°33'43"E	7.79'
L7	S3°26'17"W	2.95'

APN 027-010-16-100  
DEED DOC NO. 47456  
ALTA VIRA LTD.

APN 027-010-31-100  
THE COUNTY OF  
EL DORADO

APN 027-010-02-100  
DEED DOC #2012-69243-00  
MCCALL, MARY A.

TEMPORARY  
EASEMENT:  
AREA: 261± SQ. FT.

PERMANENT  
EASEMENT:  
AREA: 247 SQ. FT.

P.O.B.  
PERMANENT  
EASEMENT

P.O.B.  
TEMPORARY  
EASEMENT

US HWY 50

*[Handwritten Signature]*

5/14/14

Curve Table			
Curve #	Delta	Radius	Length
C1	34°06'15"	20.00'	11.91'
C2	30°33'07"	20.00'	10.67'

**L**  
**LUMOS**  
295 KINGSDOMY GRADE, SUITE A, P.O. BOX 3570  
STATELINE AVENUE 95949  
PH: (775) 888-6493 FAX: (775) 888-6470

CITY OF SOUTH LAKE TAHOE  
EXHIBIT "C"  
EL DORADO BEACH TO SKI RUN BLVD BIKE TRAIL  
APN 027-010-31-100  
EL DORADO COUNTY CALIFORNIA

Date: APRIL, 2014  
Scale: 1" = 20'  
Job No. 6223 003

