

02/03/2014,20140004712

RECORDING REQUESTED BY: }

Board of Supervisors }

WHEN RECORDED MAIL TO: }

County of El Dorado }

Board of Supervisors }

330 Fair Lane }

Placerville, CA 95667 }

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

TITLE (S)

Grant of Easement
Between the City of South Lake Tahoe and the County of El Dorado
APN 032-302-02

After Recording Please Return To:

City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Grantor APN: El Dorado County, CA APN 032-302-02

No Fee per Government Code § 6103
No Document Transfer Tax per
Rev. and Taxation Code § 11922

Grant of Easement

THIS GRANT OF EASEMENT is made this 28 day of JANUARY, 2014, by and between the CITY OF SOUTH LAKE TAHOE, a California municipal corporation hereinafter called "Grantor" and the COUNTY OF EL DORADO, a political subdivision of the State of California 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 recreational and storm water conveyance and erosion control purposes 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 a multi-use 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** in a form and design as depicted in **Exhibit C**;

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 (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 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of El Dorado

On December 19, 2013 before me, Ellen Palazzo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Hal Cole
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature Ellen Palazzo
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

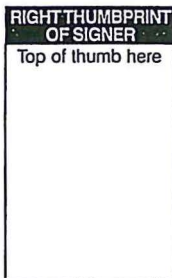
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

GRANTEE:

EL DORADO COUNTY

BY: *Norma Santiago*
Norma Santiago, Chair

Date: 1/28/14

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On this 3rd day of February, 2014, before me, Mitchell Thomas Applegarth, Notary Public, personally appeared Norma Santiago, who proved 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, 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.

Mitchell Thomas Applegarth
(signature)

Mitchell Thomas Applegarth
(name typed or printed)

Notary Public in and for the
State of California

*Grant of Easement
APN 032-302-02*



Exhibit 'A'

All that certain property situate in Section 8, Township 12 North, Range 18 East, M.D.M., City of South Lake Tahoe, County of El Dorado, State of California. Being a portion of Parcel A of that particular Subdivision Map filed in book C of subdivisions at page 109, official records, said county and state, being more particularly described as follows:

All that portion of said Parcel A lying northerly of the following described line:

Beginning on the westerly parcel line of said Parcel A from which the northwest corner said Parcel A bears North 01°51'27" West 41.39 feet; thence from said POINT OF BEGINNING North 88°08'33" East 24.91 feet to the easterly parcel line of said Parcel A.

Containing 810 square feet more or less.

See Exhibit 'B', attached hereto and made a part hereof.

-End of Description-

The purpose of this description is to describe that portion of said Parcel A as an easement for bike path purposes.

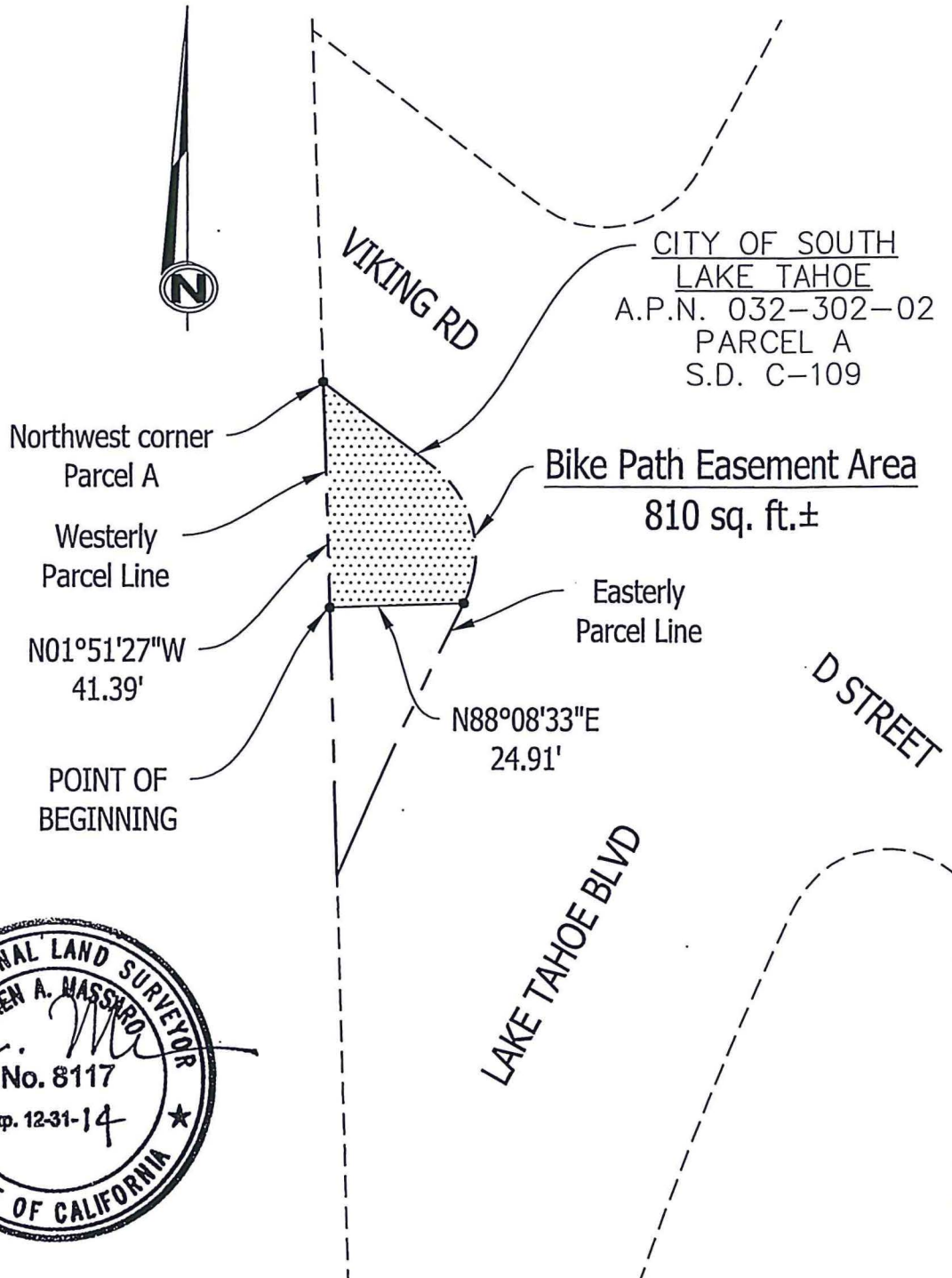

Loren A. Massaro, P.L.S. 8117

10.29.2013
Date



Exhibit 'B'

A portion of Parcel A, Subdivision C-109
Situate in Section 8, T. 12 N., R. 18 E., M.D.M.
City of South Lake Tahoe, County of El Dorado, State of California
Scale 1" = 30'



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

County of El Dorado
Board of Supervisors
360 Fair Lane
Placerville, CA 95667

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement Deed dated January 28, 2014, from **CITY OF SOUTH LAKE TAHOE, a California municipal corporation**, Grantor, to the **COUNTY OF EL DORADO, political subdivision of the State of California**, Grantee, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 032-302-02

Dated this 28 day of January, 2014.

COUNTY OF EL DORADO

By: 

Norma Santiago, Chair
Board of Supervisors

ATTEST:

James S. Mitrising

Clerk of the Board of Supervisors

By: 

Deputy Clerk