

WHEN RECORDED MAIL TO

[County of El Dorado]
Transportation Division
Tahoe Engineering Unit
924 B Emerald Bay Rd
[South Lake Tahoe, CA 96150]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

<p align="center">AGREEMENT AND GRANT OF EASEMENT Permanent multi-use Trail Easement, Permanent Drainage Easement, Permanent Road Easement, Temporary Access, Storage and Construction Easement</p>	<p>Agency: Department of Parks and Recreation Project: Sawmill II Bike Path and Erosion Control Project/ Washoe Meadows SP File: Park : 390-2012-002</p>
<p>Assessor Parcel Nos.: 033-020-03; 033-080-07; 033-090-15 El Dorado County</p>	
<p>For valuable consideration, this AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF PARKS AND RECREATION hereinafter called State, and the County of El Dorado, hereinafter called Grantee.</p> <p>State, pursuant to the provisions of Public Resources Code Section 5012 hereby grants unto Grantee, its successors and assigns forever the following easements to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove a class 1 bicycle path and associated erosion control and water quality improvements (details of easement are described on attached Exhibit "B", consisting of 1 page), as deemed necessary therefor by Grantee, over, on, under and across that certain real property situated in the the City of South Lake Tahoe, County of El Dorado, State of California, as described in the attached Exhibit "A", consisting of 50 page(s), and by this reference made a part hereof.</p> <p align="center">THE PROVISIONS ON THE FOLLOWING 2 PAGES HEREOF CONSTITUTE A PART OF THIS AGREEMENT</p> <p>Dated _____ GRANTEE: COUNTY OF EL DORADO</p> <p>GRANTOR: STATE OF CALIFORNIA Department of Parks and Recreation</p> <p>By _____ By _____ Stephen R. Lehman, Deputy Director Ron Briggs Acquisition and Development Chairman, Board of Supervisors</p>	

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department of General Services approval.

By: _____
Name: Stephen R. Lehman, Deputy Director
Title: Acquisition and Development

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and employees for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State. Grantee will, further, cause such indemnification and waiver of claims in favor of the State to be inserted in each contract for the provision of services which will cause the exercise of the rights granted herein by such contractors.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. Grantee shall notify State in advance prior to working on State Lands.
5. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.
6. Grantee will maintain in perpetuity 1.) the fencing, and at a minimum height of 3 feet; 2.) posted signs, if any, associated with the bike path; and 3.) the bike path. In the event that the bike path or fence become in a state of disrepair and poses a threat to public safety or protection of park resources, State reserves the right to fix the immediate problem and bill Grantee all costs associated with the needed repairs, if Grantee, upon written notification by State does not effect repairs within 45 days receipt of notification to perform repairs. Grantee shall be responsible for any and all damages or losses to State Park resources as an outcome to poorly maintained fencing, bike path, and erosion control measures, as authorized by the granting of these easements.
7. Grantee understands that said Easement is within Washoe Meadows State Park, a state park, and Grantee agrees to abide by certain regulations and restrictions concerning Grantee's access to said Easement:
 - a. Grantee shall restrict travel to such roads or routes within said park as said authorities in charge may reasonably designate.
 - b. Use of said roads or routes by Grantee shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of said Sawmill II Bike Path & Erosion Control Project.
 - c. Grantee shall not consent to the use of any of said roads or routes by members of the public without approval by State.

8. In making any excavation on said property of State, Grantee shall make all excavation activities available to the State archaeologist for observation and monitoring. During excavation the State archaeological monitor may observe and report to the State on all excavation. State archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resource values are being disturbed. In the event that significant cultural resource values are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should Grantee or its contractors find any cultural or historical resources in the absence of a State archaeologist, Grantee covenants to halt all work within thirty feet (30') of the find and immediately notify the State Park Archaeologist or State Park Ranger. Grantee further covenants that work shall not resume in the area of the find until authorized by the State Park Archaeologist. Should human bone or bones of questionable appearance be disturbed during excavation, Grantee agrees to halt ALL excavation until the County Coroner and a representative of the local Native American community have examined the remains and determined redispotion. The archaeological conditions shall comply with State Parks directives, Public Resources Code §5024 and §5097 which outlines procedures should Native American remains be found. Work shall not resume in the area of the find until authorized by the State Park Archaeologist.

The contractor shall provide a work shedule to State so that the State archaeological monitor can arrange to be on site on the necessary days; Grantee agrees to include the State archaeologist in any preconstruction meetings with the prime or subcontractors. The archaeologist should be provided at least two weeks advanced notice of the start date.

9. This Agreement and Grant of Easement will be governed and construed by the laws of the State of California.
10. If any party brings an action to enforce or interpret the terms of this Agreement and Grant of Easement or to delare rights under this Agreement and Grant of Easement, including any action in bankruptcy court, and together with the appeal of any such action, the prevailing party will be entitled to its reasonable attorneys' fees and costs as fixed by the court.
11. In connection with the rights herein stated, Grantee shall bear all costs associated with repairs to roadways, staging areas, drainage, and property, deemed necessary by Grantee in the excersising of the rights hereby granted.

OPTIONAL PROVISIONS:

Grantee shall comply with the mitigation measures adopted for this project pursuant to the certified Environmental Impact Report or Negative Declaration.

SPECIAL CONDITIONS:

The total just compensation for the Easements shall be \$24,000 (based on current Fair Market Value (FMV)). As partial payment, County conducted \$12,000 worth of forestry operations in 2012 on State property. County shall pay remaining \$12,000 in cash or other immediately available funds prior to recordation of this easement deed, plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement. This Agreement constitutes full consideration for all claims and damages that Grantor may have relating to the project for which the Easements are conveyed.

EXHIBIT "B"

Permanent Multi-Use Trail Easement- APNs 033-020-03; 033-080-07; 033-090-15

Facilities within said easements shall be constructed and maintained in conformance with the generally accepted design standards, and may include paved and unpaved trail surfaces, at-grade shoulders, vegetative buffers, benches, and such improvements as necessary to comply with all lawful requirements, including the Americans with Disability Act (ADA). It is understood by both Grantor and Grantee that the general public shall have and be allowed regular access to the Easement area, for the purpose of walking, jogging, running, bicycling and like activities, but specifically excluding all motorized vehicles except as authorized by Grantee for maintenance, management, police and emergency purposes. Grantee shall have the right to regulate public access to, and activities within, the Multi-Use Trail Easement Area during the construction phase of the project.

Permanent Drainage Easement-APNs 033-020-03; 033-090-15

Said easements are to consist of, but not be limited to the right to keep, repair, replace, refurbish, inspect, and maintain in perpetuity, all storm drains, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the referenced Project.

Permanent Road Easement- APNs 033-020-03; 033-080-07; 033-090-15

Said easements consist of a road right of way easement, for all public purposes, over, under and across that certain real property situated in the unincorporated area of the County of El Dorado, State of California.

Temporary Access and Storage Easement- APN's 033-020-03; 033-090-15

Said easements shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment.

Temporary Construction Easement-APN 033-020-03

Said easements shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment deemed necessary therefore by Grantee, over, on, under and across that certain real property situated in the City of Lake Tahoe, County of El Dorado, State of California, as described in the attached Exhibit "A", consisting of 149 page(s), and by this reference made a part thereof.