

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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



El Dorado, County Recorder

William Schultz Co Recorder Office

DOC- 2016-0039576-00

Acct 30-EL DORADO CO BOARD OF SUPERVISORS

Thursday, AUG 25, 2016 10:37:28

Ttl Pd \$0.00 Nbr-0001791362

MMF / C1 / 1-9

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

Above Section For Recorder's Use

Project: County Services Area #5 Erosion Control Project (CIP 95157)
APN's: 014-302-02, 014-303-12 and 015-063-18

License Agreement Between the California Tahoe Conservancy and the County of El Dorado for County
Services Area #5 Erosion Control Project to Access Conservancy-Owned Property

County Service Area #5 Erosion Control Project

Long-term License Agreement between the California
Tahoe Conservancy and the County of El Dorado
for the County Service Area #5 Erosion Control Project

This Agreement is entered into this 2 day of Aug 2016, by and between the State of California acting by and through the California Tahoe Conservancy, (hereinafter "the Conservancy") and the County of El Dorado (hereinafter "the County") pertaining to El Dorado County APNs: 014-302-02, 014-303-12 and 015-063-18.

Recitals

WHEREAS, pursuant to its authority under Government Code section 66906.7, the Conservancy awarded a grant to the County for the planning and design of erosion control facilities;

WHEREAS, pursuant to Government Code section 66907.8 and its duly adopted resolution of June 19, 1987, the Conservancy may give licenses for erosion control purposes;

WHEREAS, the Conservancy owns or has an interest in certain real property adjoining the County road right-of-way, described in Exhibit A attached hereto and incorporated herein ("the Property"), on which the County desires access for the purposes stated above; and

WHEREAS, most of the erosion control work undertaken by the County will be confined to the existing roadways, embankments, gutters, pathways, and drainage ditches within the right-of-way of roads maintained by the County;

WHEREAS, some of the vegetation, basins, culverts, pathways, and drainage ditches extend beyond the road right-of-way and onto adjoining properties;

WHEREAS, the County desires access to the lands adjoining the road right-of-way in order to construct and maintain storm drain systems, water quality treatment basins, rock dissipaters, sediment traps, slope and channel stabilization, infiltration systems, and revegetation as more particularly described in Exhibits B 1-3 ("the improvements");

NOW THEREFORE, in consideration of the mutual covenants, terms, restrictions, and conditions hereafter set forth, the Conservancy and the County hereby agree as follows:

Term of Agreement

The term of this Agreement shall be three (3) years, commencing on the date of execution of this Agreement, unless terminated earlier by mutual agreement in writing by all parties to this Agreement. Provided, however, that if erosion control project improvements are constructed on the Property within said period, the County shall have the right to enter on the Property for up to twenty (20) years from the date of completion of said improvements, for maintenance purposes, as set forth herein.

Access

The Conservancy agrees that for the duration of this Agreement, subject to all of the conditions and terms hereof, any employee or agent of the County or duly authorized contractor performing construction pursuant to a Conservancy or County erosion control project may enter upon and use the Property for the purposes set forth herein.

Purpose

The Property may be entered upon and used by the County solely for the purpose of conducting surveys, constructing and maintaining water quality treatment devices, flared end sections, bio-spreaders, rock dissipaters, sediment traps, infiltration systems, conveyance channels, revegetation, staging and storing equipment and materials, and incidental purposes related thereto.

Condition Precedent to Construction

In addition to any other conditions contained herein, improvements for the County Service Area #5 Erosion Control Project shall not be constructed on the Property until the Executive Director of the Conservancy or his designee has approved the construction plans.

Maintenance

The County shall be obligated to operate and maintain any improvements it constructs on the Property for purposes of soil erosion and drainage control. Where the improvements are being constructed pursuant to a soil erosion control project funded in whole or in part by the Conservancy under a Conservancy grant agreement, the improvements shall be operated and maintained in a manner consistent with the terms and provisions of the grant agreement. Parcels utilized for staging shall be fully restored to natural conditions immediately following construction of the project. The County may be excused from its maintenance only upon the written approval of the Executive Director of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the improvements and render the soil erosion control project obsolete or impracticable to rebuild.

Standards of Workmanship

All work undertaken by the County under this Agreement shall comply with and conform to all applicable building, fire, and sanitary laws, ordinances, and regulations of any governmental agency having jurisdiction over the Property. The County shall seek all permits, licenses, and/or approvals applicable to the repair and operation of the facility as contemplated by this Agreement including, but not limited to, building and/or use permits required by any public body having jurisdiction over the Property. All such permits shall list the Conservancy as co-permittee. The Conservancy shall have the right to use and occupy the Property provided said use and occupancy does not interfere with the construction, operation, and maintenance of the soil erosion control project.

Liability and Indemnification

The County waives all right to recourse against the Conservancy, including the right to contribution or indemnification for any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or property of any kind whatsoever and to whomsoever belonging, including the Conservancy, from any cause or causes reasonably related to the County's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

The County agrees to indemnify, protect, defend, and hold harmless the Conservancy, its successors, and assigns from any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or property of any kind whatsoever and to whomsoever belonging, including the Conservancy, from any cause or causes reasonably related to the County's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

Fees and Assessments

The County shall pay, before they become delinquent, all charges, fees, taxes, and assessments imposed on the Property by reason of this Agreement. The Conservancy may pay such charges, fees, taxes, or assessments, and such payment will be repaid by the County on demand.

The County 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 the County for any work or services performed under this Agreement. In the event of the filing of any such liens, the County shall cause such lien to be released within five (5) days after the Conservancy's written notice to do so. The County shall indemnify and defend the Conservancy and the State of California against any and all liability, cost, and expense including attorney's fees incurred by the Conservancy or the State of California as a result of any such lien.

Insurance

In the event that Licensee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California authorizing such parties to enter onto the Premises, such agreement(s) shall require that Licensee's contractor(s) maintain general liability insurance in an amount of one million dollars (\$1,000,000) or such other lesser amount as shall be reasonably approved by Licensor. In addition, Licensee shall make reasonable efforts to ensure that the Conservancy, and its officers, officials, employees, and volunteers, 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 Conservancy as soon as is practicable. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Licensee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Licensee whether the Licensee shall proceed with the facility or portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, officers and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

Prior Encumbrances

This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances, and claims of title which may affect the Property. The County accepts the Property (including, without limitation, Conservancy-owned improvements, if any) in their present condition and without any representation or warranty by the Conservancy as to the condition of such Property or improvements, and the Conservancy shall not be responsible for any defect or change of conditions in the Property or such improvements, any damage occurring thereto, or for the existence of any violation of any municipal, County, State, or Federal law, order, rule, regulation, or ordinance.

Assignment

Without the written consent of the Conservancy or its successors or assigns, the County's rights and responsibilities under this Agreement may not be assigned. In the event the Conservancy consents to an assignment, the terms of this Agreement shall be binding on the County's assignee.

Forbearance Not a Waiver

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

Severability

The provisions of this Agreement 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.

Captions

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

Entire Agreement

This Agreement contains the entire Agreement between the Conservancy and the County, relating to the rights granted and the obligations assumed herein. Any oral representations or modifications of this Agreement shall be of no force and effect unless embodied in a subsequent modification in writing signed by the party to be charged.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

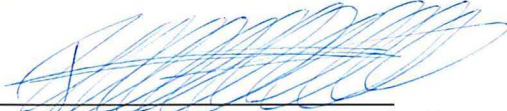
CALIFORNIA TAHOE CONSERVANCY



Patrick Wright, Executive Director

Date: 8/15/16

COUNTY OF EL DORADO



Ron Mikulaco, Chair of the Board of Supervisors

Date: 8/2/16

Attest:
James S. Mitrisin, Clerk of the Board of Supervisors



Deputy Clerk

Date: 8/2/16

All Purpose Notary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of EL DORADO)

On AUGUST 4, 2016 before me, JAMES S. MITRISIN, Notary Public
(insert name and title of the officer)

personally appeared RON MIKULACO,
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.

Signature 

(Seal)

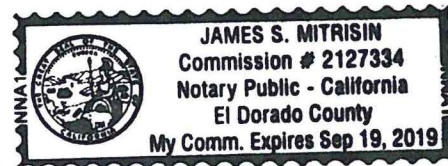


Exhibit A

The land herein referred to is described as follows:

All that certain real property lying in the incorporated area, State of California, County of El Dorado, described as follows:

Assessor's Parcel Numbers	Improvements
014-302-02	Rock lined channel and rock bowl
014-303-12	Rock lined channel
015-063-18	Infiltration system