

Sawmill Bike Path and Erosion Control Project, Phase 2B

License Agreement Between
The California Tahoe Conservancy and El Dorado County for the
Sawmill Bike Path and Erosion Control Project, Phase 2B

This Agreement is entered into this 17th day of January, 2012, by and between the State of California acting by and through the California Tahoe Conservancy, (hereinafter "the Conservancy") and El Dorado County (hereinafter "the County").

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 and bicycle path facilities;

WHEREAS, pursuant to Government Code section 66907.8 and its duly adopted resolution of June 19, 1987, and September 15, 2011, Resolution #11-09-01, the Conservancy may give licenses for erosion control, public access, and recreation purposes;

WHEREAS, the Conservancy owns or has an interest in certain real property (hereafter "the Property"), located in El Dorado County and described as El Dorado County Assessor's Parcel Number 033-100-15 (hereinafter "the Property"), on which the County desires access for the purposes stated above;

WHEREAS, some of the water quality and bicycle path improvements associated with the project will be physically located on the Property;

WHEREAS, the County desires access to the Property in the location more particularly described in Exhibit 1, in order to store materials and remove tree snags that will represent a public hazard and safety concern once the bicycle path is constructed;

WHEREAS, staging areas shall be used in a manner to protect the resources on the site as much as possible and will be fully rehabilitated upon completion of the project, including breaking up and loosening the surface of soil, application of mulch, re-seeding and revegetating, and irrigation, if necessary, to ensure permanent, long term restoration in a natural condition.

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.

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 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 purposes of conducting surveys and, constructing water quality and bicycle path improvement related infrastructure.

Condition Precedent to Construction

In addition to any other conditions contained herein, the improvements shall not be constructed on the Property until the Executive Director of the Conservancy or his designee has approved the construction plans and staging area use and restoration plans.

Maintenance

Where the improvements are being constructed pursuant to a project funded in whole or in part by the Conservancy under a Conservancy grant agreement, improvements shall be operated and maintained in a manner consistent with the terms and provisions of the grant agreement. 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 and bicycle path project.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the License Area due to Licensee's use and occupancy thereof, Licensee, at its expense, shall be obligated to remediate all the property affected thereby, whether owned or controlled by Licensor or any third person, to the satisfaction of Licensor (insofar as the property owned or controlled by Licensor is concerned) and any governmental body having jurisdiction thereover.

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.

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

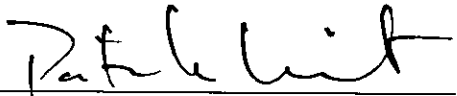
The captions on the paragraphs of this Agreement are for convenience only and shall be of no force and effect whatsoever in interpreting the obligations or rights of the parties hereunder.

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
1061 Third Street
South Lake Tahoe, CA 96150

Date: 1/19/12

EL DORADO COUNTY

John R. Knight, Chair of the Board of Supervisors

Date: _____

Attest:
Suzanne Allen de Sanchez, Clerk of the Board of Supervisors

Deputy Clerk

Date: _____

ALL PURPOSE NOTARY

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

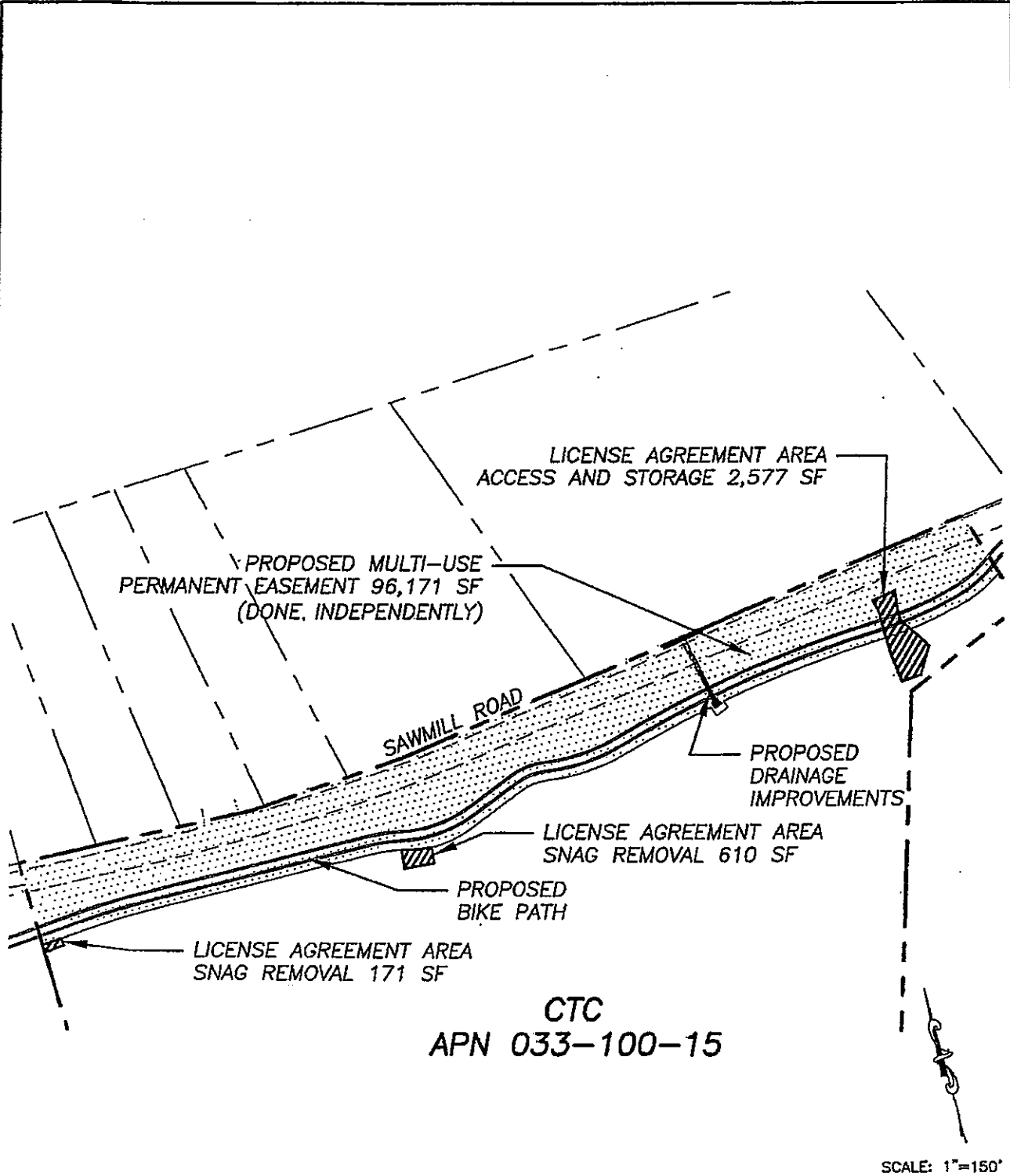
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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)



EL DORADO COUNTY SOUTH LAKE TAHOE OFFICE		SAWMILL 2B BIKE PATH AND EROSION CONTROL PROJECT CTC LICENSE AGREEMENT EXHIBIT APN 033-100-15	EXHIBIT 1
DATE: 3/11	PROJECT NO: 95165	BY: KIS	