

RECORDING REQUESTED BY:
The County of El Dorado

Agreement #557-O1311

WHEN RECORDED MAIL TO:
CVIN, LLC
9479 North Fort Washington
Suite 105
Fresno, CA 93730

A.P.N. 325-240-21-100

AGREEMENT, GRANT OF EASEMENT AND REVOCABLE LICENSE

This Agreement, Grant of Easement and Revocable License ("Agreement") is entered into by and between the County of El Dorado, hereinafter called Grantor, and CVIN, LLC (CVIN), a California Limited Liability Company, hereinafter called CVIN.

Grantor, in consideration of the mutual promises contained herein, and the public benefit provided as a result of the American Recovery and Reinvestment Act Broadband Infrastructure Program award received by CVIN, hereby grants unto CVIN, its successors and assigns, an easement with rights of ingress and egress over and across the subject property, more particularly described on attached Exhibit "A", which is incorporated herein by reference, and referred to for tax assessment purposes as El Dorado County Assessor's Parcel APN 325-240-21-100, sufficient to construct, install, own, manage, operate, maintain, repair, or replace from time to time an underground conduit and fiber cable for telecommunications facilities and all other appurtenant equipment for CVIN's multi-county transmission system, including above ground markers, under, along, through, and upon that certain real property described and shown on the detailed Engineering Details and Drawing, Exhibit "B", attached hereto and by this reference made a part hereof ("Easement Area").

In addition, the Grantor licenses CVIN to use the existing County underground conduit space between the El Dorado County Existing Vault to the County Government Center as shown in Exhibit "B" which is attached hereto and by this reference made a part hereof, in order to connect to and serve the Grantor. Such revocable license shall be limited to installing, owning, managing, operating, maintaining, repairing, or replacing from time to time the fiber-optic cable line(s). The location of the existing underground conduit is graphically depicted in Exhibit "B". However, the exact location shall be the actual physical location of the existing underground conduit, which may slightly vary from Exhibit "B" ("Revocable Licensed Area").


THE PROVISIONS ON PAGES 2 THROUGH 4 HEREOF CONSTITUTE A PART OF THIS AGREEMENT.


Date: May 20, 2013

Date: 5/14/13

APPROVED: CVIN LLC, a California
Limited Liability Company

APPROVED: EL DORADO COUNTY

By: 
Print Name: David Nelson
Print Title: President

By: 
Print Name: Ron Briggs
Print Title: Chair, Board of Supervisors

ATTEST: James S. Mitrishin
Clerk of the Board of Supervisors
By: 
Marcie MacFarlane, Deputy Clerk

PROVIDED, this Agreement is subject to the following terms and conditions:

1. This Agreement includes permission by Grantor for the temporary use by CVIN of such area immediately outside the Easement or Revocable License area as is reasonably necessary for the construction, installation and on-going maintenance of CVIN's system. CVIN shall restore the area as nearly as possible to the same condition it was in prior to the temporary use.
2. This Agreement 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. If at the time of installation of CVIN's facilities or thereafter there is a conflict with existing rights, then both parties hereto will cooperate in determining a new location for CVIN's facilities.
3. CVIN agrees that any improvements or other property installed under the authority of this Agreement shall be well and safely maintained by CVIN at all times while this Agreement is operative. CVIN will maintain a "Call-Before-You-Dig" program for all required and related cable locations on Grantor's land. Where appropriate, CVIN will maintain sign posts along the CVIN transmission system right-of-way with the number of the local "Call-Before-You-Dig" organization and the "800" number for CVIN. Unless CVIN fails to respond to notices by the Grantor or by the local "Call-Before-You-Dig" program, any damage caused by the Grantor, its contractors or related parties shall be repaired or replaced by CVIN as necessary at Grantor's expense, and Grantor shall be responsible for any consequential damages related to the damage.
4. Except for emergencies and any unscheduled breakdown of service connection, CVIN shall provide to Grantor adequate advance written notice of its entering the easement and licensed areas, and coordinate with Grantor all authorized activity in such areas in a manner reasonably agreeable to Grantor.
5. CVIN waives all claims against Grantor, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Agreement except as otherwise provided in this Agreement. CVIN agrees to save harmless, indemnify, and defend Grantor, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by Grantor, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by CVIN of the rights hereby granted, except those arising out of the sole, active negligence of Grantor.
6. Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with CVIN's rights or permission to use hereunder.
7. Grantor reserves the right to require CVIN, at Grantor's expense, to remove and relocate all improvements placed by CVIN upon said real property, upon determination by Grantor that the same interfere with future development of Grantor's property. Within 180 days after Grantor's written notice and demand for removal and relocation of the improvements and upon receipt of the estimated costs to remove and relocate CVIN's improvements, CVIN shall remove and relocate the improvements to a feasible location on Grantor's property, as designated by Grantor, and Grantor shall furnish CVIN with an easement in such new location, on the same terms and conditions as herein stated, all without cost to CVIN, and CVIN thereupon shall reconvey to Grantor the easement herein granted. Provided, however,

CVIN shall not be required to transition to the new easement in a manner or timeframe which will cause any unreasonable break or disruption of service to CVIN's customers using the improvements.

8. In making any excavation on said property of Grantor, CVIN shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

9. CVIN will provide as-built drawings to Grantor at the completion of construction and prior to putting CVIN's transmission system into service.

10. CVIN shall have access to all utilities as may be required to operate CVIN's facilities, as specified in Exhibit B. Except as provided herein, Grantor shall not bear any expense in the installation, maintenance or operation of CVIN's facilities.

11. This agreement shall apply to and bind the assigns and successors of the parties hereto. Further, pursuant to the Broadband Technology Opportunities Program ("BTOP") under the National Telecommunications and Information Administration, U.S. Department of Commerce ("NTIA"), the parties hereto agree that the NTIA hereby has the right of assignment of this Agreement and Agreement to the NTIA if CVIN fails to act in accordance with the NTIA BTOP award.

12. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Library
345 Fair Lane
Placerville, CA 95667
ATTN: Jeanne Amos, Library Director

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Terri Daly, Purchasing Agent

Notices to Contractor shall be addressed as follows:

CVIN, LLC
9479 North Fort Washington
Suite 105
Fresno, CA 93730

13. Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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 Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

State of California

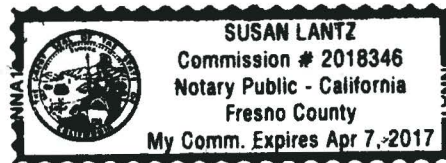
County of Fresno

On MAY 20, 2013 before me, Susan Lantz, Notary Public, personally appeared David Nelson, 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.

Susan Lantz
Signature of Notary Public (Seal)



State of California

County of El Dorado

On May 29, 2013 before me, Mitchell Thomas Applegarth,

Notary Public, personally appeared Ron Briggs, 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.

Mitchell Thomas Applegarth
Signature of Notary Public (Seal)

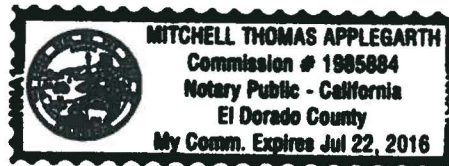


Exhibit A

A portion of the North half of Section 13, Township 10 North, Range 10 East, M.D.B.&M., and of the Southwest quarter of Section 12, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Northeast corner of the tract of land herein described, a 12 inch Oak on fence line, from which the North quarter corner of said Section 13, bears South 77° 31' East 85.46 feet; thence from point of beginning, South 2° 44' East 152.22 feet, a 3/4 inch capped iron pipe; thence South 20° 56' East 97.33 feet, a similar pipe; thence continuing South 20° 56' East 256.96 feet, a similar pipe set in the Northwesterly right of way line of the proposed U. S. Highway No. 50 Freeway; thence along said line South 35° 00' 42" West 249.00 feet, a similar pipe and South 31° 07' 19" West 411.77 feet, a similar pipe, set in the Northerly line of the property of Herbert Hicks, as recorded in Book 428 of Official Records of El Dorado County at Page 133; thence along said line (next 6 courses) South 61° 52' West, (Record South 62° 42' West) 41.16 feet, a 5/8 inch iron bar; thence North 85° 03' West (Record North 84° 23' West) 152.36 feet; thence North 65° 39' West (Record North 64° 59' West) 126.40 feet; thence North 47° 37' West (Record North 46° 57' West) 122.43 feet; thence North 37° 14' West (Record North 36° 34' West) 157.12 feet; thence North 12° 51' West (Record North 12° 14' 30" West) 126.82 feet; thence leaving last described line North 3° 22' East 140.51 feet, an 1 1/2 inch Oak in a fence line, a point in the East line of the Property of Bron Smith, as described in Book 382 of Official Records of El Dorado County at Page 107; thence along said line, North 1° 46' East, (Record North 2° 30' East) 254.12 feet, a pine tree in said fence line; thence continuing along said fence North 2° 20' East (Record North 3° 10' East) 251.00 feet, a 3/4 inch iron pipe the Northeast corner of said Bron Smith property; thence continuing North 2° 20' East 168.65 feet to an inter-section with a fence line, the Northwest corner; thence along said fence line, South 78° 24' East 733.35 feet (Record South 78° 30' East) to the point of beginning.

According to a Survey by Harvey L. Butler, L.S. 2725, dated June 20, 1960.

SAVING AND EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the following described line:

BEGINNING at a point from which the North quarter corner of said Section 13 bears North 26° 42' 31" East 1149.86 feet, said point is also 265.22 feet Northwesterly, measured at right angles from the base line at Engineer's Station "C" 557+10.92 of the Department of Public Works' 1955 Survey from Perks Corner to West City Limits of Placerville, road III-ED-11-C (The California State Zone II Coordinates for said point of beginning are X=2,334,798.94 and Y=387,905.43); THENCE (1) from said point of beginning North 14° 00' 00" East 50.00 feet; thence (2) South 76° 00' 00" East 60.01 feet; thence (3) South 66° 17' 37" East 118.17 feet; thence (4) North 62° 00' 00" East 35.70 feet; thence (5) North 31° 07' 19" East 412.55 feet; thence (6) North 35° 00' 42" East 539.60 feet to a point that is 135.00 feet Northwesterly, measured radially from said base line at Engineer's Station "C" 567+50.00.

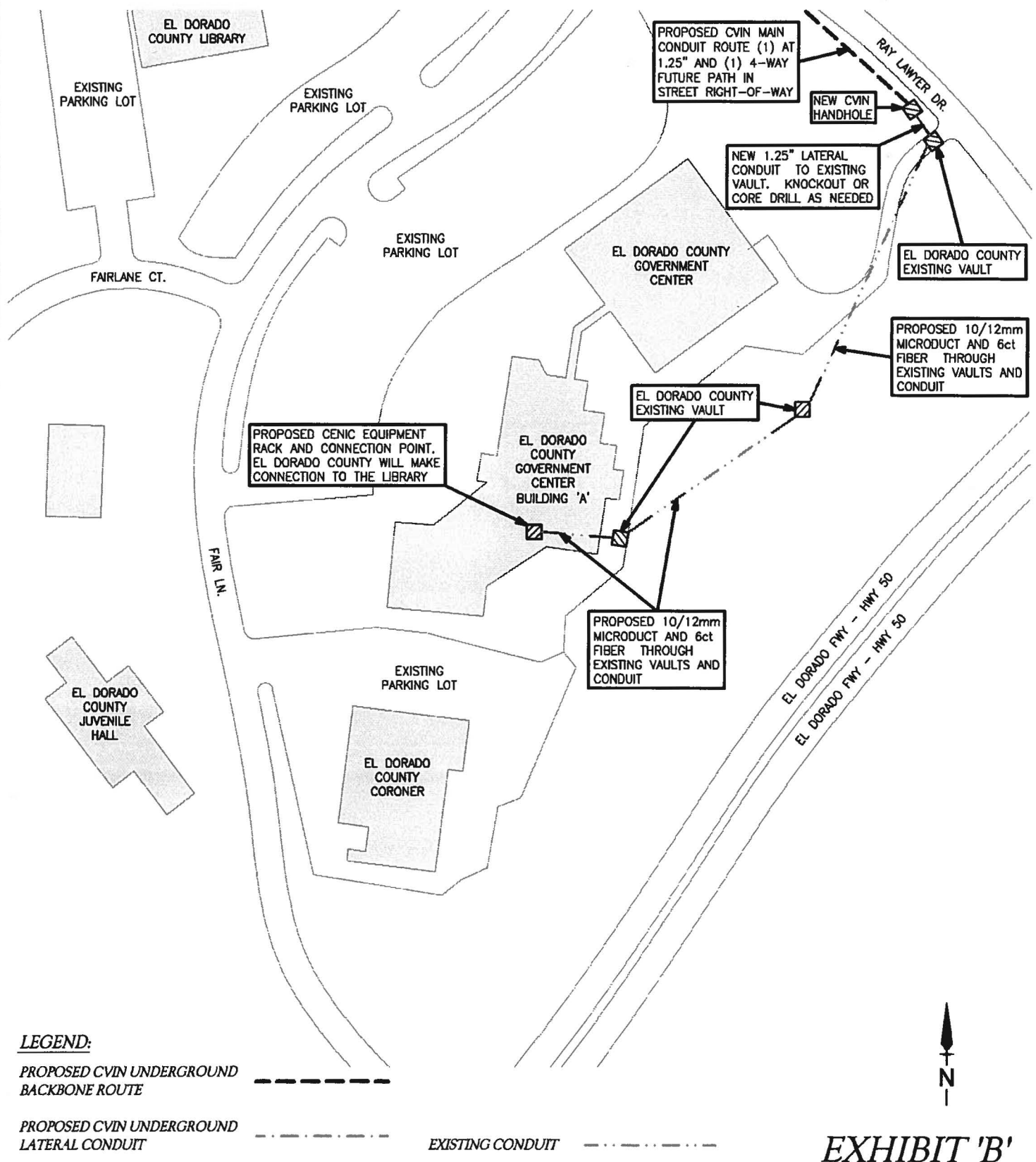
EXHIBIT B

CVIN-EL DORADO COUNTY El Dorado County Library Agreement

As depicted on the engineering drawing, the Site Connection Fiber Optics Path connects the El Dorado County Library at the Government Center, 330 Fair Lane, Placerville, CA 95667 to the CVIN Backbone.

- CVIN's main conduit route will come southeast on Ray Lawyer Drive to the Government Center entrance drive in the street right-of-way CVIN will install a conduit (1) at 1.25" and (1) 4-way future path.
- CVIN will install a handhole adjacent to an existing County vault and install a 1.25" Lateral between the two.
- As depicted on the drawing, CVIN will utilize the County's existing conduit to install a 6-count fiber in a 10/12mm Microduct between its handhole and the data room in the El Dorado County Government Center, Building 'A' to serve the Library.
- This Site Connection Fiber Optics Path will be used to serve the El Dorado County Library, and through it, branch libraries connected to the County Library by providing connectivity to CENIC's statewide CalREN advanced service network infrastructure over the CVIN Backbone unless otherwise requested by the site. Additionally the easement may be used by CVIN to meet the open access requirements of the NTIA BTOP funding.

\SERVERS\BIBLIS\WORK\CVIN CONSTRUCTION\EL DORADO CO. LIBRARY\EL DORADO CO. LIBRARY\AGUT EXH 2011-09-08.DWG - PLOT DATE: 3/26/2013 10:04 AM - PLOTTED BY: RICHARD WYLE ANDERSON



LEGEND:

- PROPOSED CVIN UNDERGROUND BACKBONE ROUTE
- PROPOSED CVIN UNDERGROUND LATERAL CONDUIT
- EXISTING CONDUIT



EXHIBIT 'B'

PLAN REVISIONS	#	REV. DATE:	DESCRIPTION:	INT	DATE: 3/26/13	SCALE: 1" = 140'
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CVIN
CENTRAL VALLEY
INDEPENDENT NETWORK
 9479 N. Fort Washington Rd., Suite 105,
 Fresno, Ca. 93730

DIGALERT
IT'S THE LAW!
 CALL TOLL FREE (811)
 48 HOURS BEFORE YOU DIG
 UNDERGROUND SERVICE ALERT

CVIN Installation @ El Dorado Co. Library
 Equipment Location and Fiber Connection #1
 330 FAIR LANE, BUILDING A
 PLACERVILLE, CALIFORNIA 95667

SHEET
2
OF
2