

LICENSE AGREEMENT FOR LANDSCAPE AND MAINTENANCE

THIS LICENSE AGREEMENT FOR LANDSCAPE AND MAINTENANCE is entered into this _____ day of _____, 2007 by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as "Licensor," and the El Dorado Hills Townhouses Association, a California Homeowners Association, hereinafter referred to as "Licensee" (this agreement hereinafter referred to as the "License Agreement").

RECITALS

WHEREAS, Licensor is the owner of that certain parcel of land situated in the County of El Dorado, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Licensor's Parcel");

WHEREAS, as part of the El Dorado Hills Interchange Final Environmental Impact Report/Environmental Assessment Mitigation Measures, Licensor constructed a sound wall on Licensor's parcel. Pursuant to Mitigation Measure 6.3, it was recommended that residences immediately adjacent to the sound wall be allocated up to \$1,500.00 each to landscape their property for the purpose of screening the view of the sound wall facing their respective residence. Residences are required to submit screening plans to the Licensor's Department of Transportation in order to proceed with the landscaping;

WHEREAS, Licensee has been assigned and transferred the rights, duties, and obligations to landscape the area between the sound wall and the respective private residences, as depicted on Exhibit "D", on behalf of each and all of the townhouse residences that abut the sound wall;

WHEREAS, in order to facilitate the installation and maintenance of landscaping in accordance with Mitigation Measure 6.3, Licensee has requested that Licensor consent to the use of Licensor's property for the planting and maintenance of the landscape improvements, together with limited ingress and egress for maintenance purposes; and

WHEREAS, Licensor has agreed to consent to this non-exclusive use of Licensor's property for the limited purpose of installation of landscaping and maintenance thereof on condition that the structural integrity of the sound wall is preserved.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, Licensor does hereby consent to Licensee's non-exclusive use of its property for the installation and maintenance of landscape improvements in accordance with approved design plans submitted to the County's Department of Transportation, over, upon and across the Licensor's parcel as follows, and subject to the following terms and conditions:

1. Landscape Improvements. Licensor consents to Licensee installing and maintaining landscape improvements approved by the Licensor's Department of Transportation, and subject to the express condition that the integrity of the sound wall be preserved. Said installation shall be at the location described in Exhibit "B" and depicted in Exhibit "C" attached hereto and incorporated by reference herein as though fully set forth (hereinafter referred to as the "Landscape License Area").

2. Use and Maintenance. Licensee, through its authorized agents, employees and contractors, shall have the right to enter upon the Landscape License Area as may be reasonably necessary for the purpose of installing, maintaining, repairing, replacing, and/or removing the landscape improvements, so long as said improvements do not impair the structural integrity of the sound wall. In conjunction with the installation and continued maintenance of their landscape improvements, Licensee, its authorized agents, employees and contractors, shall not interfere with the structural integrity of the sound wall in any manner, inclusive of the modification or alteration of its foundation, or the fixation of any structures or improvements thereon, and further shall not interfere with the operation of the drainage system in the Landscape License Area. Licensee shall be responsible for all maintenance of its landscape improvements, and the Landscape License Area, inclusive of weed abatement, and inclusive of keeping the drainage system free and clear of debris to maintain the flow of drainage. Licensee agrees to repair any and all damage to the Licensor's Parcel, and the Landscape License Area a part thereof, directly or indirectly caused by the acts and omissions of Licensee, its agents, employees, contractors and residents as a result of Licensee's use and maintenance herein.

3. Non-Exclusive Use. Licensee's use of the Landscape License Area is non-exclusive and permissive in nature, and is subordinate to Licensor's superior rights of enjoyment of the entirety of Licensor's parcel, and the use, maintenance, and control of the area, the sound wall, and drainage system attendant therewith.

4. Environmental Indemnification. Licensee shall protect, defend, indemnify and hold harmless Licensor, its board members, officers,

directors, employees, agents, consultants, successors and assigns from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interest, fines, penalties, charges and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against Licensor which are claimed to or in any way arise out of or result from Licensee's acts, conduct, and omissions related to this License Agreement, which may result in the release or threatened release of hazardous waste or hazardous substance into the environment, regardless of the existence or degree of fault or negligence on the part of the Licensor, except for the sole or active negligence of Licensor. As used herein, the terms "hazardous waste" and "hazardous substance" shall coincide with the broadest definition thereof contained in any present or future federal or state law. The foregoing indemnity is intended to operate as an agreement pursuant to the Comprehensive Environmental Response and Liability Act (CERCLA), 42 U.S.C. Section 9607(e) and California Health and Safety Code section 25364, to defend, protect and hold harmless and indemnify Licensor from liability. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of Licensor and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

5. Indemnification. To the fullest extent allowed by law, Licensee shall defend, indemnify, and hold harmless Licensor and its board members, officers, directors, employees, agents, volunteers, consultants, and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to the Landscape License Area and/or Licensor's Parcel, which arise out of, pertain to, or relate to the acts and/or omissions, or willful misconduct of Licensee, its board members, officers, directors, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Licensee includes the duty of defense, inclusive of that set forth in California Civil Code section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to

activities performed under this License Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this License Agreement.

6. No Liens or Encumbrances. Licensee shall not permit any liens to stand against the Licensor's Parcel for work done or for material furnished to Licensee, and Licensee agrees to indemnify, defend and hold Licensor harmless from same.
7. Insurance. Licensee maintain, and shall require each of Licensee's contractors and/or consultants to carry commercial general liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, including endorsements for premises, personal injury, operations, products and completed operations, blanket contractual and independent contractors liability, and name Licensor as an additional insured.
8. No Assignment. The License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Licensor's Parcel is created or vested in Licensee by virtue of this License Agreement.
9. Notices. All communications and notices required or permitted by this License Agreement shall be in writing and shall be deemed to have been given three (3) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address that either party notifies the other of in accordance with this provision:

Licensor: County of El Dorado
Department of Transportation
Attention: Director of Transportation
2850 Fairlane Court
Placerville, CA 95667

Licensee: El Dorado Hills Townhouses Association
Attention: Association President
P.O. Box 4572
El Dorado Hills, CA 95762

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

11. Term of the License. The License Agreement shall be for a term of five years, commencing on the effective date.
12. Effective Date. This License Agreement shall be effective as of the date last written below.
13. Entire Agreement. This License Agreement constitutes the entire agreement of the parties relating to the License. Any amendment to this License Agreement shall be of no force and effect unless it is in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written below. This Agreement consists of five (5) pages inclusive of signatures.

LICENSEE:

EL DORADO HILLS TOWNHOUSES ASSOCIATION, a California Homeowners Association

By: *Hilary Krogh, President 5/10/07*
 Name: *Hilary Krogh*
 Its:

By: *Margaret Kidder Secretary 5/10/07*
 Name: *Margaret Kidder*
 Its:

LICENSOR:

COUNTY OF EL DORADO

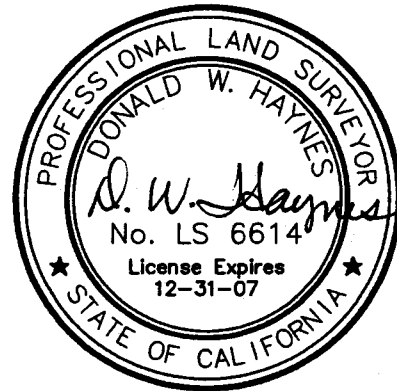
 Helen K. Baumann, Chairman of the Board
 Board of Supervisors

ATTEST: Cindy Keck
 Clerk of the Board of Supervisors

By: _____

EXHIBIT 'A'
LEGAL DESCRIPTION

Tract 8, as said tract is shown on the map recorded in Book 29 of Record of Surveys, at Page 145, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California.



2-26-07

EXHIBIT 'B'
LEGAL DESCRIPTION

An easement for landscaping purposes, including drainage, over a portion of Tract 8, as said tract is shown on the map recorded in Book 29 of Record of Surveys, at Page 145, in the office of the El Dorado County Recorder, being a portion of the northwest quarter of Section 11, Township 9 North, Range 8 East, M.D.M., County of El Dorado, State of California, and more particularly described as follows:

Beginning at the southwest corner of said Tract 8, from which a ¾" capped iron pipe stamped "RCE 20462" bears North 54°34'18" West 0.536 meters (1.76 feet); thence along the westerly boundary the following 7 courses: 1) North 07°49'55" East 65.685 meters (215.50 feet) to a ¾" capped iron pipe stamped "RCE 20462"; 2) North 08°24'31" West 124.923 meters (409.85 feet) to a similar pipe, and the beginning of a 31.053 meter (101.88 foot) radius non-tangent curve to the right; 3) northwesterly along said curve an arc distance of 27.343 meters (89.71 feet), through a central angle of 50°27'02", and subtended by a chord which bears North 34°22'15" West 26.468 meters (86.84 feet) to a ¾" capped iron pipe stamped "RCE 18408"; 4) thence on a non-tangent line North 08°38'46" West 6.863 meters (22.52 feet) to a similar monument; 5) South 81°18'59" West 4.196 meters (13.77 feet) to a similar monument, and the beginning of a 33.525 meter (109.99 foot) radius non-tangent curve to the right; 6) westerly along said curve an arc distance of 21.945 meters (72.00 feet), through a central angle of 37°30'19", and subtended by a chord which bears North 79°28'16" West 21.555 meters (70.72 feet) to the beginning of a 4.572 meter (15.00 foot) radius non-tangent curve to the right; 7) northerly along said curve an arc distance of 6.257 meters (20.53 feet), through a central angle of 78°24'54", and subtended by a chord which bears North 05°19'59" West 5.780 meters (18.96 feet); thence leaving said westerly boundary along the northerly face of a wooden fence line and its prolongation South 75°42'37" East 32.112 meters (105.35 feet); thence along the westerly face of a masonry wall and its prolongation the following 3 courses: 1) South 24°09'59" East 31.911 meters (104.69 feet); 2) South 08°24'31" East 125.570 meters (411.97 feet); 3) South 07°49'55" West 66.108 meters (216.89 feet) to the southerly boundary of said Tract 8, and the beginning of a 99.057 meter (324.99 foot) radius non-tangent curve to the left; thence leaving said wall face westerly along said curve and boundary an arc distance of 2.402 meters (7.88 feet), through a central angle of 01°23'21", and subtended by a chord which bears North 80°13'57" West 2.402 meters (7.88 feet) to the point of beginning, containing 0.0828 hectares (0.205 acres), more or less.

See attached Exhibit 'C'.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999913.



EXHIBIT 'C'

WAY

TRACT 8
29-RS-145

N'LY FACE OF
WOODEN FENCE

W'LY FACE OF
MASONRY WALL

MAMMOUTH

SARATOGA WAY

EL DORADO HILLS TOWNHOUSES
F-25

● = 3/4" C.I.P.
○ = DIMENSION POINT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N08°38'46"W	6.863m
L2	S81°18'59"W	4.196m
L3	S75°42'37"E	32.112m
L4	S24°09'59"E	31.911m

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	27.343m	31.053m	50°27'02"	N34°22'15"W	26.468m
C2	21.945m	33.525m	37°30'19"	N79°28'16"W	21.555m
C3	6.257m	4.572m	78°24'54"	N05°19'59"W	5.780m
C4	2.402m	99.057m	1°23'21"	N80°13'57"W	2.402m

ARROWHEAD
DRIVE

LOCATION NOT
TO SCALE

POINT OF
BEGINNING

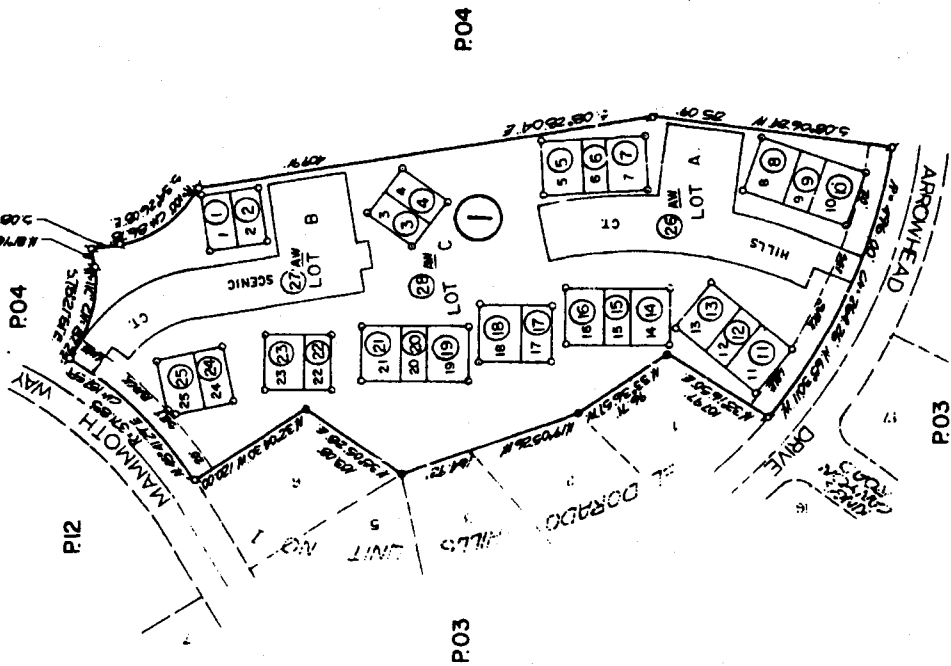
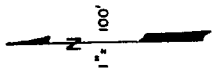


SCALE = 1:1000
METRIC

EXHIBIT 'D'

107:31

EL DORADO HILLS TOWNHOUSES
POR. SEC'S 28 11 T.9N.R.8 E.M.D.M. & PARCEL A OF P.M. 2/152



Assessor's Map
County of El Dorado, Calif.