

After Recording Please Return To:

State of California  
California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150

Grantor APNs: El Dorado County, CA 033-180-21

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No Fee per Government Code § 6103  
No Document Transfer Tax per  
Rev. and Taxation Code § 11922

### **Grant of Easement**

THIS GRANT OF EASEMENT is made this 15 day of Dec, 2011, by and between the **State of California**, acting by and through the California Tahoe Conservancy (hereinafter "Grantor"), and the **County of El Dorado** (hereafter, "Grantee").

#### **RECITALS**

*WHEREAS*, the Grantor is the owner of certain real property located in the County of El Dorado, State of California, more particularly described in **Exhibit A** (hereafter, "the Property");

*WHEREAS*, Grantee intends to construct improvements on the Property for recreational and storm water conveyance and erosion control purposes and, in order to assure future access by Grantee the general public across the Property;

*WHEREAS*, the parties expect and intend that Grantee will construct a bike trail and storm water and erosion control improvements on a portion of Grantor's land and in the locations described and depicted in **Exhibit B-1 and B-2** in a form and design as depicted in **Exhibit C-1**;

*WHEREAS*, Grantor, pursuant to California Government Code Section 66907.8, may convey interests in land for management purposes, including easements and rights of way necessary for erosion control and public recreation purposes;

*NOW THEREFORE*, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, Grantor hereby grants and conveys to Grantee and its successors, a nonexclusive easement in perpetuity over the Property, on the terms and subject to the limitations set forth herein, for the purpose of storm water conveyance, erosion control and providing access for the general public (including bicycle, pedestrian, and non-vehicular traffic) for recreation purposes (hereafter, "the Easement").

## **1. Description of the Easement**

The Easement is for the purpose of constructing, operating and maintaining a paved or public multi-use bicycle and pedestrian trail including drainage improvements, landscaping, and other minor appurtenances as reasonably necessary for implementation of the public multi-use bicycle and pedestrian trail; (2) an unrestricted public right of way for ingress and egress and passage through, including bicycle, pedestrian, and non-vehicular access, by the general public; and (3) the right to install utilities and underground utility lines. The Easement includes the unrestricted, nonexclusive right to operate, maintain, inspect, repair, alter, and reconstruct all of the said improvements, and associated vehicular and non-vehicular access, as necessary to support the improvements.

## **2. Reserved Rights**

The Grantor reserves the right to use and improve all portions of the Property for any purpose, *provided*, that such activities do not interfere with the Easement granted herein; or impairs the Grantee's improvements constructed hereunder or Grantee's reasonable exercise of its other rights under this instrument.

## **3. Maintenance**

Grantee agrees to maintain the improvements in a safe condition and in a manner which complies with all applicable State and local laws, rules, ordinances, regulations and the terms and conditions of any Grantor approvals, subject to any future maintenance agreements entered into between the parties.

Grantee's basic maintenance shall consist of: 1. Repairing surface (pavement) conditions on the bike path that pose a possible safety issue, surface integrity issue, or that are not ADA compliant; 2. Regular, seasonal sweeping to ensure a safe and clean surface; and 3. Regular, seasonal clearing and trimming of vegetation adjacent to paths consistent with AASHTO's *Guide for the Development of Bicycle Facilities, 1999*. Long-term maintenance activities shall include: 1. Crack-seal; 2. Slurry seal; 3. Overlay; or 4. Measures appropriate to the constructed surface as necessary to maintain the trail in a safe and operable condition. All maintenance activities shall be in accordance with industry standards.

In the event that Grantee desires, in the future, to alter the improvements in any manner materially departing from the designs Grantee agrees to obtain Grantor's signed, written approval of such alterations.

## **4. Indemnification**

Grantee agrees to indemnify, and hold harmless the Grantor, its successors and assigns, from any and all liability, arising out of any damage or injury to any person or persons, including the Grantor, or to property of any kind whatsoever and to whomsoever belonging, including the Grantor, from any cause(s) attributable to Grantee's activities carried out within the Easement, except for matters arising out of the negligence of the Grantor or its agents or the acts or omissions of any third parties acting independently.

## **5. Insurance**

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or use of the Easement, or a portion thereof, such agreement(s) shall require that Grantee's contractor maintain general liability and property damage insurance in an amount of One Million Dollars (\$1,000,000) or such other lesser amount as agreed to in writing by the Grantor. In addition, Grantee shall make reasonable efforts to ensure that Grantor, and its successors in interest and assigns 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 Grantor as soon as practicable. In the event that the Grantee's contractor or other third party is unable to cause the Grantor, or its successor or assign, to be named as an additional insured, Grantee shall so notify the Grantor. Within five (5) working days thereafter the Grantor shall notify Grantee whether Grantee should proceed absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Grantor for payment of any premiums or assessments under such insurance. Grantor shall also be provided with notice of any proposed cancellation of insurance.

## **6. Environmental Impairment**

Grantee, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Easement, as described in Paragraph 1, Description of Easement, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of the Grantor.

Grantee shall obtain and comply with the terms and provisions of all licenses, permits, and approvals required by any local, regional, State, bi-state, or Federal agency with authority to regulate the activities of Grantee under this instrument.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Easement due to Grantee's use and occupancy thereof, Grantee, at its expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by Grantee or any third person, to the satisfaction of the Grantor (insofar as the property owned or controlled by the Grantor is concerned) and any governmental body having jurisdiction there over, unless said discharge, leakage, spillage, emission, or pollution is due to the negligence of the Grantor or its agents or the actions or negligence of any third parties acting independently.

## **7. Liens**

Grantee 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 Grantee for any work or services performed under this Agreement. In the event of the filing of any such lien(s), Grantee shall cause such lien(s) to be released within thirty (30) days after the Grantor's written notice to do so. Grantee shall indemnify and defend the Grantor against any and all liability, cost and expense, including attorney's fees, incurred by the Grantor as a result of any such lien(s).

## **8. Permits**

Grantee shall comply with and obtain, at its expense, all necessary permits and approvals as required by law, and all land coverage rights required by the Tahoe Regional Planning Agency, necessary for the improvements, use and operation of the Easement.

## **9. Assignment**

Grantee may assign its rights to another public agency with the power to establish, construct and maintain bicycle and pedestrian trails, in which event the terms of this instrument shall be binding on Grantee's assignee.

## **10. Enforcement**

Grantor agrees to pay any and all costs incurred in monitoring compliance with the terms of this Grant of Easement.

Any act or any conveyance, contract, or authorization, whether written or oral, made by either Grantor or Grantee, which uses, causes to be used, or would permit use of the Property or the Easement granted herein in a manner contrary to the terms of this instrument will be deemed a breach hereof. The Grantor or Grantee may bring any action in court necessary to enforce this Grant of Easement, at law or in equity, including, but not limited to, an action for mandatory or prohibitory injunctive relief to correct, terminate, or prevent a breaching or probable breaching activity, and/or an action to enforce the terms and provisions hereof by specific performance.

All costs incurred by Grantor or Grantee in enforcing, judicially or otherwise, the terms and restrictions of this Grant of Easement, including, without limitation, costs of suit, attorney's fees and any costs of restoration necessitated by the violation of the terms of this Grant of Easement, shall be borne by the prevailing party in any such action.

## **11. Forbearance Not a Waiver**

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

## **12. Severability**

The provisions of this instrument 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.

## **13. Captions**

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

**14. Entire Agreement**

This instrument contains the entire agreement between the Grantor and Grantee, relating to the rights granted and the obligations assumed herein. Any oral representation(s) or modification(s) of this instrument shall be of no force and effect unless embodied in a subsequent modification in writing signed by both parties.

**15. Authorization by Grantor**

The California Tahoe Conservancy, acting pursuant to Section 66907.8 of the California Government Code, has duly authorized its undersigned Executive Director to execute this Grant of Easement.

IN WITNESS WHEREOF, the parties hereto have entered into this Grant of Easement on the date first set forth above.

**GRANTOR:**

**STATE OF CALIFORNIA  
California Tahoe Conservancy**

By: *Patrick Wright*  
Patrick Wright, Executive Director

Date: 12-1-11

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

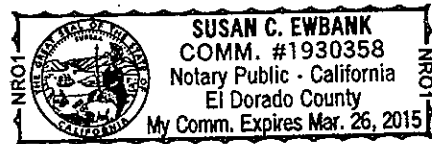
COUNTY OF EL DORADO

On December 1, 2011, before me, *Susan Ewbank*, Notary Public, personally appeared Patrick Wright, who proved on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon their behalf of which the person 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 Ewbank*  
(signature)



(Seal)

**GRANTEE:**

**EL DORADO COUNTY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved 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, 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)

State of California  
County of El Dorado

On \_\_\_\_\_ before me, Loretta Featherston,  
Notary Public, 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.

\_\_\_\_\_  
Loretta Featherston  
Notary Public

## Exhibit A

This land described herein is situated in the County of El Dorado, State of California, and described as follows:

That portion of Section 20, Township 12 North, Range 18 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the center of said Section 20, which is monumented by a 2 inch capped iron pipe; thence, North 0°04' West, 957.02 feet along the North-South centerline of said Section 20, to the Fallen Leaf Lake Road; thence, along said road, South 87°08' East, 258.59 feet, North 86°35' East, 170.24 feet, North 82°52'30" East, 218.90 feet North 82°54' East 447.51 feet to the true point of beginning; thence, continuing, North ' 82°54' East 63.15 feet; thence, North 79°23'20" East, 153.61 feet; thence, leaving said road, south 0°09' East, 38.22 feet; thence, South 84°05'30" West, 12.45 feet, South 28°52' East, 269.97 feet to the center of the Truckee River; thence, South 29°00'10" West, 221.50 feet; thence, North 11°02'30" West, 318.00 feet, to a 3/4-inch capped iron pipe marked "G. C. 2"; thence, North 85°46' West, 132.82 feet, to a similar pipe marked "G. C. 3"; thence, South 67°59' West, 1.00 feet to a line bearing South 15°00' East, from the true point of beginning; thence, North 15°00' West, 115.97 feet to the true point of beginning.

EXCEPTING THERE FROM, that portion described as follows:

BEGINNING at a point on the West boundary of the Southeast quarter of the Northeast quarter of said Section 20, from which the Southwest corner of the Southeast quarter of the Northeast quarter bears South 00°09'00" East, 1013.40 feet; thence, from said point of beginning, South 28°54'00" East, 210.09 feet to a 3/4-inch capped iron pipe on the North Bank of the Upper Truckee River; thence, continuing, South 28°54'00" East, 34.00 feet to the centerline of said river; thence, leaving said centerline, South 29°00'10" West, 221.50 feet; thence, North 11°02'30" West, 50.00 feet more or less to a point in the West boundary of the Southeast quarter of the Northeast quarter; thence, along said boundary, North 00°09'00" West, 358.80 feet to the point of beginning.

A.P.N. 033-180-21



## Exhibit 'B-1'

A portion of that certain real property described in Book 2892 Official Records at Page 251, on file in the office of the El Dorado County Recorder being a portion of the Northeast one-quarter of Section 20, Township 12 North, Range 18 East, M.D.M., El Dorado County, State of California, more particularly described as follows:

All that portion of said real property lying Northwesterly of the following line:

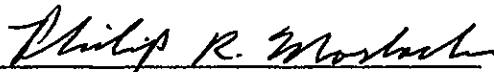
Beginning at a point on the westerly boundary of said parcel from which the Northeast corner of said Section 20 bears North 40°19'32" East 2,241.35 feet. Said point of beginning being the beginning of a non-tangent curve concave to the southeast having a radius of 135.00 feet, from which a radial line bears North 40°01'19" West; thence northeasterly along said curve, through a central angle of 30°37'45" a distance of 72.17 feet, said curve being subtended by a chord which bears North 65°17'34" East 71.31 feet; thence North 80°36'27" East 85.33 feet to the beginning of a curve concave to the northwest having a radius of 1,665.00 feet; thence northeasterly along said curve, through a central angle of 01°32'06" a distance of 44.61 feet, said curve being subtended by a chord which bears North 79°50'23" East 44.61 feet to the easterly boundary of said parcel and the terminus of the herein described line from which point a one inch capped iron pipe bears South 15°34'20" West 4.47 feet containing 11,897 square feet more or less.

See Exhibit 'B-2' attached hereto and made a part here of.

-End of Description-

The purpose of this description is to describe that portion of said parcel as an easement for road and a multi-use trail purposes.

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 0.999624.

  
Philip R. Mosbacher, P.L.S. 7189

11/17/11  
Date

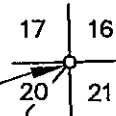


# Exhibit 'B-2'

Situate in Northeast One-Quarter of  
 Section 20, T. 12 N., R. 18 E., M.D.M.  
 County of El Dorado, State of California  
 Scale 1" = 50'

## Legend

- Computation Point
- ⊙ Found Monument
- P.O.B.** Point of Beginning
- (E) Existing
- (R) Radial



NE Cor.  
 Sec. 20

## Easement Area

11,897 sq. ft. +/-

(E) Sawmill Road

N40°19'32"E 2,241.35'

S15°34'20"W  
 4.47'

1" Capped  
 Iron Pipe

R=1,665.00'  
 L=44.61'  
 $\Delta=01^{\circ}32'06''$   
 Ch=N79°50'23"E  
 44.61'

**CALIFORNIA TAHOE  
 CONSERVANCY  
 2892-O.R.-251**

**P.O.B.**

R=135.00'  
 L=72.17'  
 $\Delta=30^{\circ}37'45''$   
 Ch=N65°17'34"E  
 71.31'

N40°01'19"W(R)

Westerly Boundary of  
 2892-O.R.-251

Easterly Boundary of  
 2892-O.R.-251

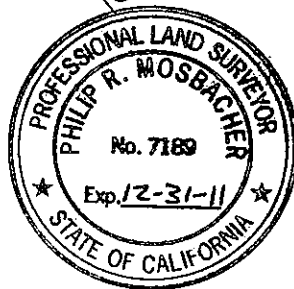
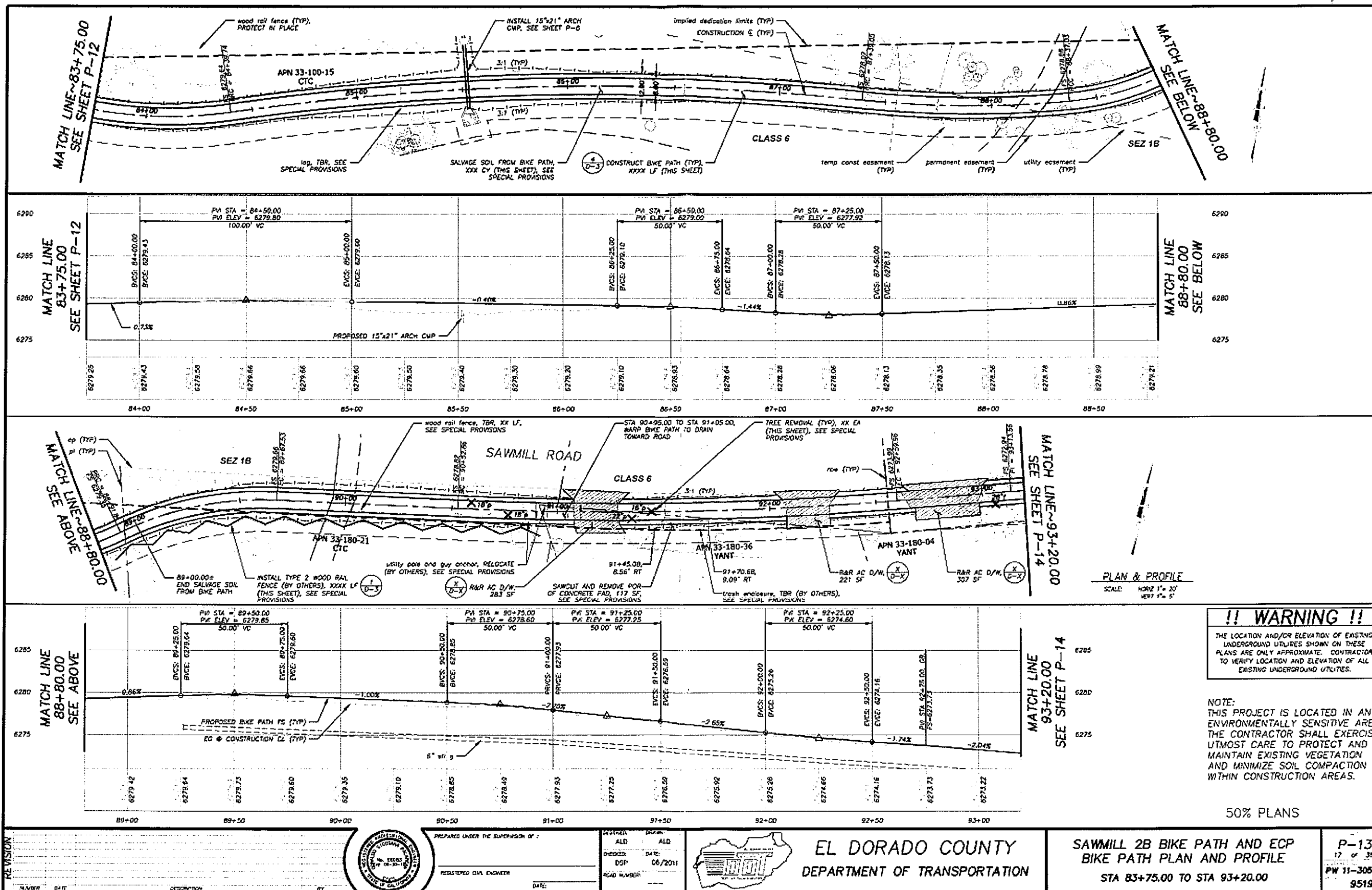


Exhibit C-1



**!! WARNING !!**  
 THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE ONLY APPROXIMATE. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UNDERGROUND UTILITIES.

NOTE:  
 THIS PROJECT IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA. THE CONTRACTOR SHALL EXERCISE UTMOST CARE TO PROTECT AND MAINTAIN EXISTING VEGETATION AND MINIMIZE SOIL COMPACTION WITHIN CONSTRUCTION AREAS.

50% PLANS

REVISION NO. DATE BY		PREPARED UNDER THE SUPERVISION OF:	DESIGNED BY:		<b>EL DORADO COUNTY</b> DEPARTMENT OF TRANSPORTATION	SAWMILL 2B BIKE PATH AND ECP BIKE PATH PLAN AND PROFILE STA 83+75.00 TO STA 93+20.00	P-13 17 OF 35 PW 11-30593 95192
		REGISTERED CIVIL ENGINEER	DATE:				