

WHEN RECORDED MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

Agency: Department of Parks and Recreation

Public Roadway Easement

Project: **Sawmill 1 Bicycle Path**

File: Park 382 Lake Valley SRA -2008-01

Assessor Parcel No.: **033-180-15** County **El Dorado**

For valuable consideration, this AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF PARKS AND RECREATION hereinafter called State, and El Dorado County, a political subdivision of the State of California hereinafter called Grantee.

State, pursuant to the provisions of Public Resources Code Section 5012 hereby grants unto Grantee, its successors and assigns forever beginning on the date of recordation of this instrument, an easement to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove a public roadway including the bike trail, a rock bowl, an 18" culvert, a flared end section and rock dissipater deemed necessary therefor by Grantee, over, on, under and across that certain real property situated in the Lake Valley State Recreation Area, County of El Dorado, State of California, as described in the attached Exhibit "1" & "2", consisting of 2 (two) pages, and by this reference made a part hereof.

THE PROVISIONS ON THE FOLLOWING 2 PAGES HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated _____

GRANTOR:
STATE OF CALIFORNIA
Department of Parks and Recreation

GRANTEE: El Dorado County, a political
subdivision of the State of California

By _____
Name: Stephen R. Lehman, Deputy Director
Title: Acquisition and Development

By _____
Name:
Title:

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department of General Services approval.

By: _____
Name: Stephen R. Lehman, Deputy Director
Title: Acquisition and Development

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant 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.
2. Grantee waives all claims against State, its officers, agents, and employees for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State. Grantee will, further, cause such indemnification and waiver of claims in favor of the State to be inserted in each contract for the provision of services which will cause the exercise of the rights granted herein by such contractors.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee hereupon shall reconvey to State the easement herein granted.
5. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.
6. Grantee understands that said Easement is within Lake Valley Recreation Area a state park, and Grantee agrees to abide by certain regulations and restrictions concerning Grantee's access to said Easement:
 - a. Except in the case of emergencies, prior to any entry upon said land for any of the purposes herein set forth, Grantee shall notify State by written or oral notice to the authorities in charge of said park.
 - b. Grantee shall restrict travel to such roads or routes within said park as said authorities in charge may reasonably designate.
 - c. Use of said roads or routes by Grantee shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of said public roadway.
 - d. Grantee shall not consent to the use of any of said roads or routes by members of the public without approval of State.

7. In making any excavation on said property of State, Grantee shall make all excavation activities available to the State archaeologist for observation and monitoring. During excavation the State archaeological monitor may observe and report to the State on all excavation. State archaeological monitor shall be empowered to stop construction activities in the event the monitor determines that significant cultural resource values are being disturbed. In the event that significant cultural resource values are being disturbed, all work within thirty feet (30') of the find shall be immediately halted.

Should Grantee or its contractors find any cultural or historical resources in the absence of a State archaeologist, Grantee covenants to halt all work within thirty feet (30') of the find and immediately notify the State Park Archaeologist or State Park Ranger. Grantee further covenants that work shall not resume in the area of the find until authorized by the State Park Archaeologist. Should human bone or bones of questionable appearance be disturbed during excavation, Grantee agrees to halt ALL excavation until the County Coroner and a representative of the local Native American community have examined the remains and determined redisposition. The archaeological conditions shall comply with State Parks directives, Public Resources Code §5024 and §5097 which outlines procedures should Native American remains be found. Work shall not resume in the area of the find until authorized by the State Park Archaeologist.

The contractor shall provide a work schedule to State so that the State archaeological monitor can arrange to be on site on the necessary days; Grantee agrees to include the State archaeologist in any preconstruction meetings with the prime or subcontractors. The archaeologist should be provided at least two weeks advanced notice of the start date.

8. This Agreement and Grant of Easement will be governed and construed by the laws of the State of California.
9. If any party brings an action to enforce or interpret the terms of this Agreement and Grant of Easement or to declare rights under this Agreement and Grant of Easement, including any action in bankruptcy court, and together with the appeal of any such action, the prevailing party will be entitled to its reasonable attorneys' fees and costs as fixed by the court.