CONTRIBUTION AGREEMENT

THIS AGREEMENT, is made and entered into on	_, 2010, by
and between the County of El Dorado (hereinafter referred to as "County"),	and the
California Department of Transportation (hereinafter referred to as "Caltran	s").

RECITALS

WHEREAS, Caltrans and County are authorized to enter into a Contribution Agreement (hereinafter referred to as "Agreement") for non-exclusive easements to facilitate Caltrans' improvements to the State Highway System (SHS) pursuant to Streets and Highways Code Sections 114 and 130.

WHEREAS, Caltrans plans to acquire the necessary right of way and provide for relocation of utilities, as required, for the widening of United States Highway 50 (US Hwy. 50) in order to provide for six-foot shoulders including Class II bike lanes, Americans With Disabilities Act (ADA) compliant meandering sidewalks, crosswalks, pedestrian lighting, traffic signal upgrades, landscaping, and roadway and storm water treatment improvements, from Trout Creek Bridge to Ski Run Boulevard, collectively referred to hereinafter as "Project". Said Project is also identified as EA 03-43601 and EA 03-1A73U.

WHEREAS, County is owner of certain real property, commonly referred to as Assessor's Parcel Number(s) (APN) 026-050-05, 027-010-31 and 027-361-13, (hereinafter referred to as the "Property").

WHEREAS, County and City have entered into a Memorandum of Understanding Between the County of El Dorado and the City of South Lake Tahoe For the Construction of the El Dorado Beach Improvement Project in the South Lake Tahoe Recreational Area and a Lease of Real Property, as thereafter amended, in favor of the City of South Lake Tahoe which affect both APN 026-050-05 and APN 026-050-06.

WHEREAS, Caltrans proposes to construct and maintain water quality related improvements as shown in the Caltrans Project plans and specifications, over portions of the Property as shown in the Right of Way Appraisal Map No. A-43601-1 through 5, with the specific easements to be acquired identified as Caltrans Parcel Numbers #32928-1 through 5, #35766-1, #32930-1 through 2. Caltrans is proposing that certain non-exclusive easements on the Property be granted to Caltrans, and other certain non-exclusive easements be granted to the City of South Lake Tahoe (hereinafter referred to as "City"). The reason for certain non-exclusive easements to be granted by the County to the City is because the City, pursuant to the terms and provisions of a Cooperative Agreement No. 03-0307 between the City and Caltrans, will be responsible for the long-term maintenance of the improvements constructed by Caltrans as part of the Project.

Said Caltrans parcels and the various non-exclusive easements, along with the identification of the Grantees, are shown on Exhibit A, attached hereto and made a part hereof.

WHEREAS, County has been informed by Caltrans of the right to receive just compensation in exchange for the grant of the non-exclusive easements, however, County waives said right to receive monetary compensation in exchange for the grant of easements and releases Caltrans from its obligation to appraise the aforementioned Property.

NOW, THEREFORE, the County will grant to Caltrans and the City, for the construction and maintenance of the water quality and other improvements associated with the Project, and for all purposes incident thereto, the non-exclusive easements referenced in Exhibit A, attached hereto and incorporated herein, under the terms and conditions set forth herein below. County's Property currently houses the "Campground by the Lake", a multi-use recreation area leased to the City for operation of the campground and associated facilities. County and the City are further planning potential improvements for the Property, commonly referred to as the "56 Acre Project" but that planning effort is not yet complete. As a consequence, County reserves certain rights regarding the State's use of the easements, inclusive of the absolute right to require the relocation of the detention basins, as follows:

- 1. Caltrans and the City shall have the right to use the non-exclusive easements solely for the purpose of constructing and maintaining the improvements within the easement areas together with a right of reasonable access over the easement areas.
- 2. Caltrans and the City's right to use the easement areas is non-exclusive and the County shall have the right to continue to use the easement areas for all other purposes consistent with the dedication of the easement areas, including but not limited to the right to use and maintain the easement areas at all times for the purposes of protecting the natural environment and to permit public access.
- 3. Caltrans and the City shall, at their own expense, keep and maintain the improvements in good order and repair, and in a neat and safe condition in accordance with a Maintenance Agreement to be approved by the County. Caltrans and the City shall exercise reasonable care to protect the Property and the Caltrans installed improvements, and shall not unreasonably interfere with the use of the Property by the County.
- 4. The County shall not unreasonably interfere with Caltrans' use of the easement area for construction and maintenance of water quality improvements, and shall exercise reasonable care to protect the Property.
- 5. In the event the County proposes in the future to make any Intersection Signalization Improvements to the Tallac Avenue/Hwy. 50 intersection for ingress/egress into the Parcel APN 026-050-05, Caltrans agrees to:

- a. Enter into a 50/50 cost sharing Cooperation Agreement related to the Intersection Signalization Project;
- b. Enter into a Maintenance Agreement for the intersection signalization improvements;
- c. Issue any subsequent encroachment permit(s) needed for said intersection improvements pursuant to the terms within the Cooperation Agreement in a timely and expedient manner without fee to the County; and
- d. Cooperate fully with the County during the planning and design phases of the intersection Signalization Improvement Project, and to relocate if necessary any improvement constructed as part of the Caltrans Project, including, but not limited to, the infiltration basins within this area.
- 6. In the event the County proposes in the future to make any additional improvements on Parcel APN 026-050-05, Caltrans agrees to:
 - a. Allow the County to design and construct stormwater facilities to discharge into the Caltrans water quality facilities up to the current Caltrans water quality design reserve capacity or free board, which has been afforded to County without reducing the Caltrans stormwater infiltration design capacity and still within Caltrans maintenance responsibilities, and;
 - b. If needed, allow the County to design and construct any stormwater modifications to the Caltrans water quality facilities or within the easement areas in order to meet the discharge requirements pursuant to the State Water Quality Control Board Lahontan Region Basin Plan National Pollution Discharge Elimination System Permit conditions and the Tahoe Regional Planning Agency Regional Plan Stormwater Program requirements without reducing the Caltrans stormwater infiltration design capacity within the easement area, and;
 - Issue any subsequent standard Caltrans encroachment permit(s) needed for future improvements in a timely and expedient manner without fee to the County; and
 - d. Cooperate fully with the County during the planning and design phases of any subsequent County project, and to relocate if necessary any improvement constructed as part of the Caltrans Project, including, but not limited to, the infiltration basins within this area
- 7. In the event Caltrans removes any existing hard coverage as part of the construction of the Project, and that coverage is deemed not necessary to be re-established, all hard coverage shall be banked and remain property of the County to be used at County's sole discretion. Should Caltrans rehabilitate and/or restore disturbed areas verified as soft coverage, all soft coverage shall be banked and remain property of the County to be used at the County's sole discretion.

- 8. Caltrans shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Caltrans' services, construction, use, maintenance, repair, and operation of the easements granted herein, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of the County, Caltrans and employees of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. The duty of Caltrans to indemnify and save the County harmless includes the duties to defend as set forth in the California Civil Code Section 2778.
- 9. County shall defend, indemnify, and hold Caltrans harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, Caltrans employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with County's' performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of the County, Caltrans and employees of any of these, except for the sole, or active negligence of Caltrans, its officers and employees, or as expressly provided by statute. The duty of the County to indemnify and save Caltrans harmless includes the duties to defend as set forth in the California Civil Code Section 2778.
- 10. County's grant of easements to State is subject to and conditioned upon City's, as the leaseholder of the Property, written consent to the easement.

IN WITNESS WHEREOF, the parties hereto, by their respective and duly authorized officers, have executed this agreement on the day and year first above written.

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION	COUNT OF LE DOMINO	
By:	Ву:	
Lindy K. Lee, Chief	Norma Santiago, Chair	
North Region Right of Way	Board of Supervisors	
	ATTEST:	
	Suzanne Allen de Sanchez,	
	Clerk of the Board of Supervisors	
	By:	
	Deputy Clerk	
TahoeContributionAgreementVer10.2		

STATE OF CALIFORNIA

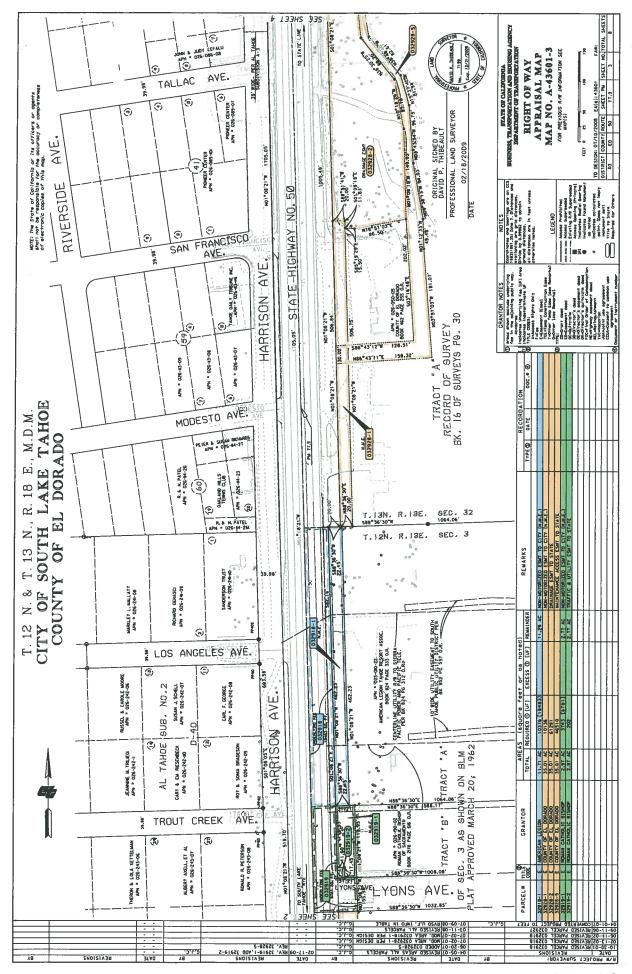
Exhibit A

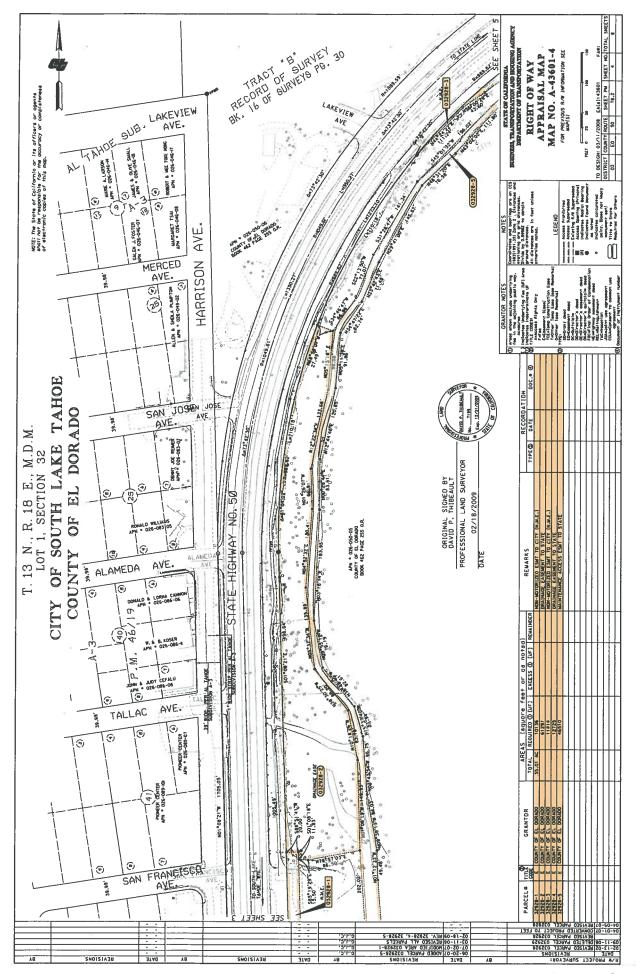
The table below shows the Caltrans R/W Appraisal Map reference and page number, the Parcel Number assigned by Caltrans to identify the portion of the subject property that would be granted as an easement from the County to either the City of South Lake Tahoe or the State of California, and identifies the County Assessor's Parcel Number for the subject parcels owned by the County of El Dorado.

Caltrans R/W Appraisal Map	Caltrans Parcel Number and Type of Easement (County to Grantee)	County Assessor's Parcel Number
Map No. A-43601-3, 4 & 5	A) 32928-1:	APN 026-050-05
•	Non-motorized Easement to	R/S 16/30
	City	The state of the s
	B) 32928-2:	County Park Property
	Drainage Easement to State C) 32928-3:	
	Maintenance Access Easement	
	to State	
	D) 32928-4:	
	Drainage Easement to State	
	E) 32928-5:	
	Maintenance Access Easement	
	to State	
* N/A	F) Right of Entry to Sierra	Same as above
	Pacific Power Company for	
	Utility Relocations	
*NA	G) Right of Entry to	Same as above
	Southwest Gas Corporation	
	for Utility Relocations	
Map No. A-43601-6	A) 35766-1:	APN 027-010-31
	Temporary Construction	
	Easement & Maintenance	Lakeside Property
	Easement to State	
Map No. A-43601-6	A) 32930-1:	APN 027-361-13
	Non-motorized Easement &	
	Utility Easement to City	Former "El Dorado Savings"
	B) 32930-2:	building/parcel
	Traffic Light & Utility	лежительный при
	Easement to State	A CONTRACTOR OF THE CONTRACTOR

^{*}These Right of Entry documents will provide for the necessary on-site utility relocations; once the relocations are completed, a permanent utility easement will be granted by the County to Sierra Pacific Power Company and Southwest Gas Corporation.

5/28/2010 TahoeContributionAgrmntExhibitA





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