CONVEYANCE OF PROPERTY AGREEMENT

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

RECITALS

WHEREAS, Caltrans and County are authorized to enter into a Conveyance of Property Agreement (hereinafter referred to as "Agreement") for non-exclusive easements to facilitate Caltrans' improvements to the State Highway System (SHS) pursuant to Government Code Section 25526.6.

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 by Caltrans as EA 03-43601, EA 03-1A733, and Caltrans Plans Contract No. 03-1A73U4.

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, generally shown in the Right of Way Appraisal Map No. A-43601-1 through 5. The specific easements to be acquired are 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. County reserves the right to require relocation of the infiltration basins at its' sole discretion. In the event County requires relocation of the infiltration basins, the parties will enter into a separate agreement for the terms and conditions of the relocation, including any cost sharing.

- 1. Caltrans' 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' 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 shall at its own expense, through its own forces or through agreement with the City, keep and maintain the improvements in good order and repair, and in a neat and safe condition in accordance with the Caltrans Plans Contract No. 03-1A73U4 and the conditions of Cooperative Agreement No 03-0307. Caltrans 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 Cooperation Agreement to share intersection improvement costs for the Intersection Signalization Project, costs sharing to be based on the County and Caltrans' ownership of the legs of the intersection.
 - b. Enter into a Maintenance Agreement for the intersection signalization improvements;
 - c. Issue any subsequent encroachment permit(s), which comply with Caltrans' standards and procedures, and are needed for said intersection improvements pursuant to the terms within the Cooperation Agreement for the intersection improvement, in a timely and expedient manner without fee to the County and County's contractor;
 - 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. In the event County requires relocation of the basins, the parties will enter into a separate agreement for the terms and conditions of the relocation, including any cost sharing.
- 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 as depicted in the Caltrans Plans Contract No. 03-1A73U4(approximately 37,000 CF) without reducing the Caltrans stormwater infiltration design capacity (approximately 15,400 CF) and without modifications to Caltrans' and City's maintenance responsibilities within the easement area as defined within Item 3 herein.
 - b. If needed, allow the County to design and construct any stormwater modifications to the Caltrans water quality facilities or within the easement areas greater than the current Caltrans water quality design reserve capacity or free board as set forth hereinabove 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 (approximately 15,400 CF) within the easement area. County will obtain any necessary permits or approvals associated with any stormwater modifications to the Caltrans water quality facilities or within the easement areas, and;

- c. Amend the Maintenance Agreement (Item 3) with respect to the additional stormwater improvements in accordance with the stormwater regulatory requirements within the easement area, and;
- d. Issue any subsequent standard Caltrans encroachment permit(s), which comply with Caltrans' standards and procedure, and as needed for future improvements in a timely and expedient manner without fee to the County or County's contractor; and
- e. 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. In the event County requires relocation of the detention basins, the parties will enter into a separate agreement for the terms and conditions of the relocation of the basins, including any cost sharing.
- 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. Neither County nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by Caltrans under or in connection with any work, authority or jurisdiction conferred upon Caltrans under this Agreement. It is understood and agreed that Caltrans shall fully defend, indemnify and save harmless County and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by Caltrans under this Agreement.
- 9. Neither Caltrans nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction conferred upon County under this Agreement. It is understood and agreed that County shall fully defend, indemnify and save harmless Caltrans and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by County under this Agreement.
- 10. County's grant of easements to Caltrans is subject to and conditioned upon City, as the leaseholder of the Property, providing 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.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

COUNTY OF EL DORADO

By:
Gary S. Sidhu,
Deputy District Director,
Programming & Project Management
North Region

Norma Santiago, Chair Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez, Clerk of the Board of Supervisors

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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	
	B) 32928-2:	County Park Property
	Drainage Easement to State	
	C) 32928-3:	
	Non-motorized Easement to	
	City	
	D) 32928-4:	
	Drainage Easement to State	
	E) 32928-5:	
	Maintenance Access Easement	
* N/A	to State	C1
T 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
INA	Southwest Gas Corporation	Same as above
	for Utility Relocations	
Map No. A-43601-6	A) 35766-1:	APN 027-010-31
Wap No. A-43001-0	Temporary Construction	AFN 027-010-31
	Easement & Maintenance	Lakeside Property
	Easement to State	Lakeside Property
Map No. A-43601-6	A) 32930-1:	APN 027-361-13
	Non-motorized Easement &	AFN 027-301-13
	Utility Easement to City	Former "El Dorado Savings"
	B) 32930-2:	building/parcel
	Traffic Light & Utility	ounding parcer
a	Easement to State	

^{*}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.

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