

RECORDING REQUESTED BY

✓
After Recording Please Return To:

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

Grantor APN: El Dorado County, CA 033-010-20



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2011-0027885-00

REQD BY ST. OF CA-CA TAHOE CONSERVANCY

Thursday, JUN 16, 2011 14:13:53

Ttl Pd \$0.00 Rept # 0001353292

DRW/C1/1-14

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 1st day of March, 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 location described and depicted in **Exhibit B-1** and **B-2** in a form and design as depicted in **Exhibit C-1** and **C-2**;

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, Executive Director

Date: 6-9-11

ACKNOWLEDGEMENT


STATE OF CALIFORNIA

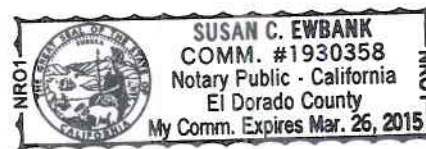
COUNTY OF EL DORADO

On June 9, 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.


(signature)



(Seal)

GRANTEE:**EL DORADO COUNTY**By: 

John Knight, First Vice Chair

Date: 5-24-11**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA)

ss.

COUNTY OF EL DORADO)

On this _____ day of _____, 2011, before me, personally appeared, _____ proved on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon their behalf of which the person acted, executed the instrument.

NOTARY PUBLIC

* See attached acknowledgment

ACKNOWLEDGMENT

State of California
County of El Dorado

On May 26, 2011 before me, Loretta Featherston, Notary Public

Personally appeared John Knight
who proved to me on the basis of satisfactory evidence to be the
person(s) whose names(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

Signature Loretta Featherston

* Grant of Easement
with CTC and EDC



(Seal)

Exhibit 'A'

That certain real property described as a portion of the Northeast quarter of Section 18, Township 12 North, Range 18 East, Mount Diablo Base and Meridian, and more particularly described in Book 1582 at Page 642, Official Records of the County of El Dorado, and shown in whole by the map filed January 15, 1979 in Book 6 of Records of Survey, at Page 133, the purpose of said survey being to monument the subject parcel of land.

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 South one-half of the Northeast one-quarter of Section 18, 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 Easterly of the following line:

Beginning at a point on the South line of the Northeast one-quarter of said Section 18 from which the East one-quarter corner of said Section 18 bears North 88°48'00" East a distance of 1,283.23 feet. Said point of beginning being the beginning of a non-tangent curve concave to the southeast having a radius of 215.00 feet, from which a radial line bears North 54°09'51" West; thence leaving said South line of the Northeast one-quarter of said Section 18, northeasterly along said curve, through a central angle of 07°55'09" a distance of 29.72 feet, said curve being subtended by a chord which bears North 39°47'43" East 29.69 feet to the beginning of a reverse curve concave to the northwest having a radius of 85.00 feet; thence northeasterly along said curve through a central angle of 31°21'18" a distance of 46.52 feet, said curve being subtended by a chord which bears North 28°04'39" East 45.94 feet; thence North 12°24'00" East 32.12 feet to the beginning of a curve concave to the west having a radius of 185.00 feet; thence northerly along said curve through a central angle of 16°54'24" a distance of 54.59 feet, said curve being subtended by a chord which bears North 03°56'48" East 54.39 feet; thence North 04°30'24" West 106.78 feet to the beginning of a curve concave to the southwest having a radius of 185.00 feet; thence northwesterly along said curve through a central angle of 27°54'46" a distance of 90.13 feet, said curve being subtended by a chord which bears North 18°27'47" West 89.24 feet to the beginning of a compound curve concave to the southwest having a radius of 885.00 feet; thence northwesterly along said curve through a central angle of 07°50'06" a distance of 121.02 feet, said curve being subtended by a chord which bears North 36°20'13" West 120.93 feet to the beginning of a compound curve concave to the southwest having a radius of 160.00 feet; thence northwesterly along said curve through a central angle of 17°41'55" a distance of 49.42 feet, said curve being subtended by a chord which bears North 49°06'13" West 49.23 feet; thence South 27°02'07" West 29.49 feet; thence North 62°59'07" West 30.71 feet to a point on the northwesterly property line containing 30,162 square feet more or less.

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

-End of Description-

027885

The purpose of this description is to describe that portion of said parcel for road dedication and as an easement for drainage, and 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 Resource Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999624.

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

2/11/11
Date



Exhibit 'B-2'

Situate in South One-Half of the Northeast One-Quarter of
Section 18, T. 12 N., R. 18 E., M.D.M.

County of El Dorado, State of California

Scale 1" = 100'

PARCEL CURVE DATA					
SEGMENT	RADIUS	LENGTH	DELTA	CH. BEARING	CH. DISTANCE
C1	215.00'	29.72'	07°55'09"	N39°47'43"E	29.69'
C2	85.00'	46.52'	31°21'18"	N28°04'39"E	45.94'
C3	185.00'	54.59'	16°54'24"	N03°56'48"E	54.39'
C4	185.00'	90.13'	27°54'46"	N18°27'47"W	89.24'
C5	885.00'	121.02'	07°50'06"	N36°20'13"W	120.93'
C6	160.00'	49.42'	17°41'55"	N49°06'13"W	49.23'

Legend

- o Computation Point
- P.O.B. Point of Beginning
- (E) Existing
- (R) Radial

Easement Area

30,162 sq. ft. +/-

California Tahoe
Conservancy
2892-O.R.-251

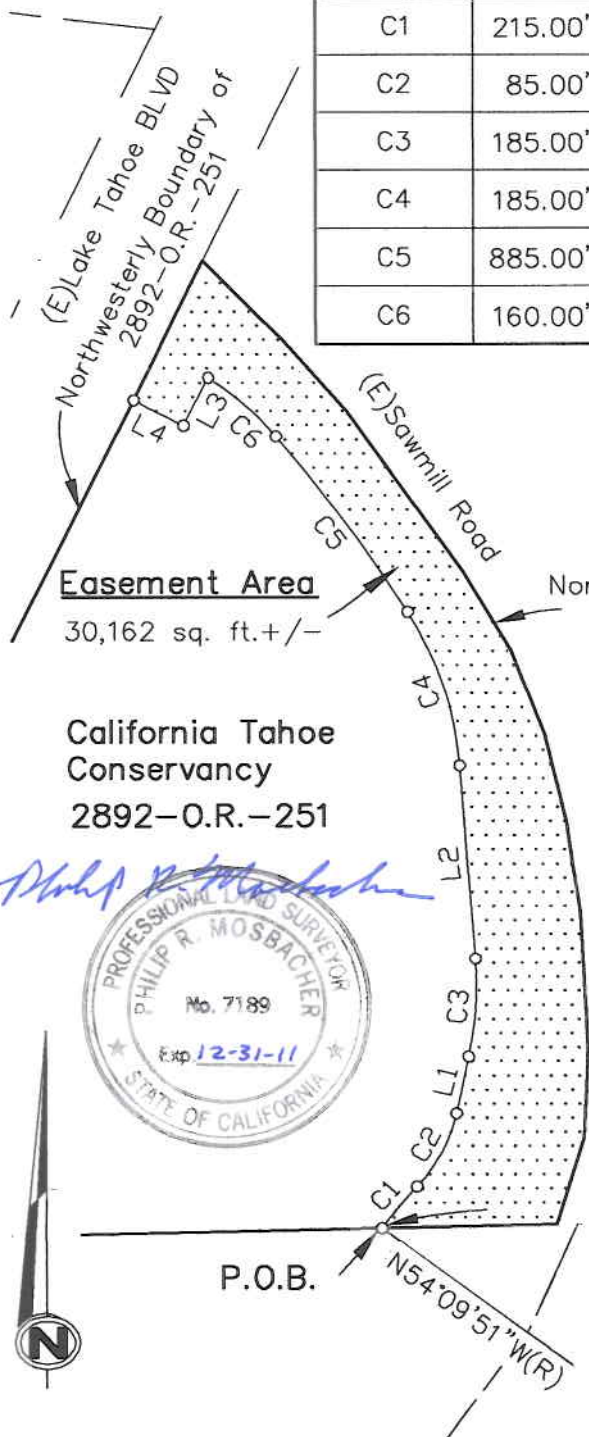


PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	N12°24'00"E	32.12'
L2	N04°30'24"W	106.78'
L3	S27°02'07"W	29.49'
L4	N62°59'07"W	30.71'

P.O.B.

N88°48'00"E 1,283.23'
South Line of NE 1/4

East 1/4 Cor.
Sec. 18



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement Deed dated March 1st, 2011, from **the State of California, acting by and through the California Tahoe Conservancy**, Grantor, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, Grantee, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 033-010-20

Dated this 24 day of MAY, 2011.

COUNTY OF EL DORADO

By: 

John R. Knight, Vice Chairman
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: 

Deputy Clerk

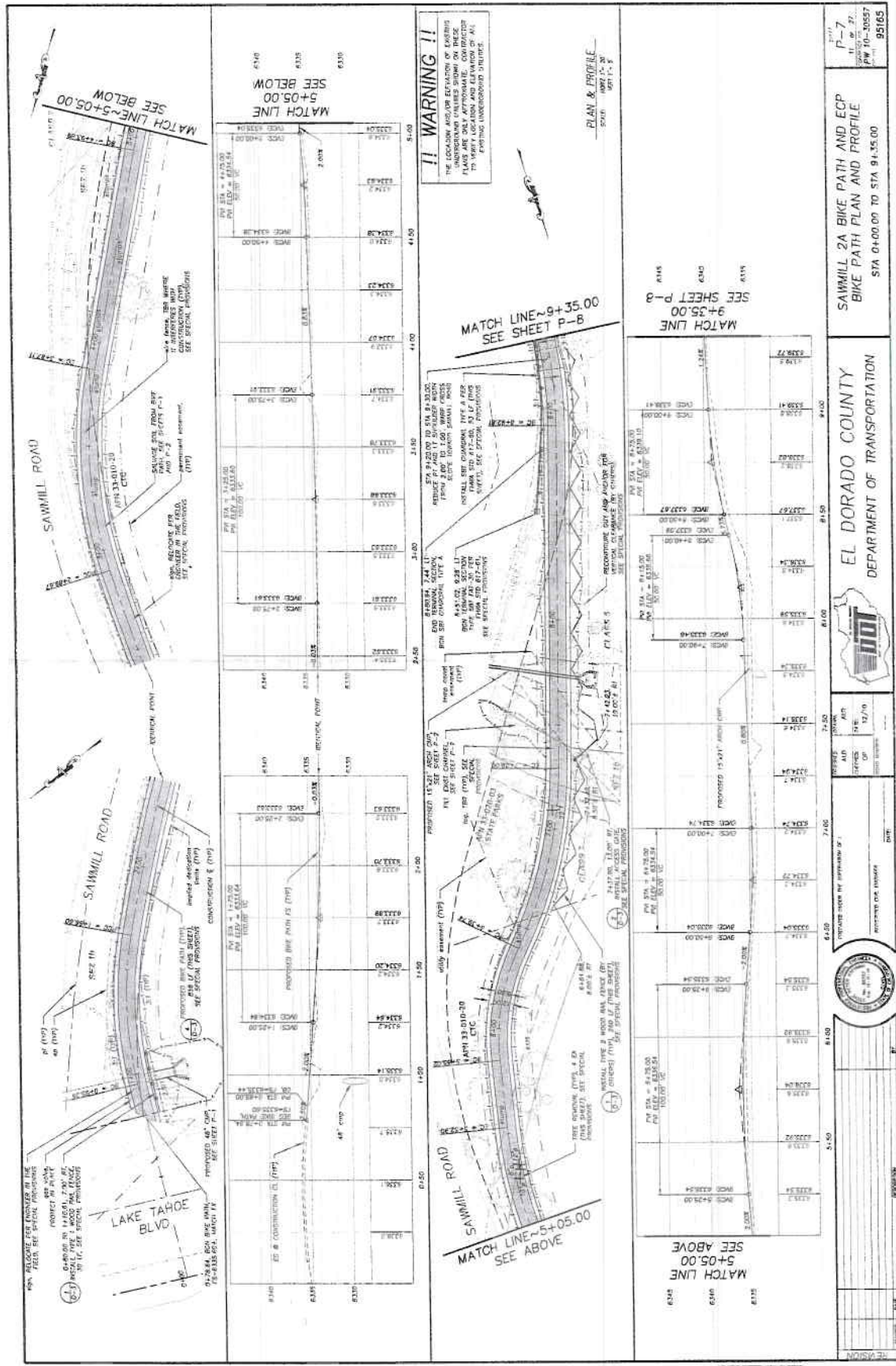
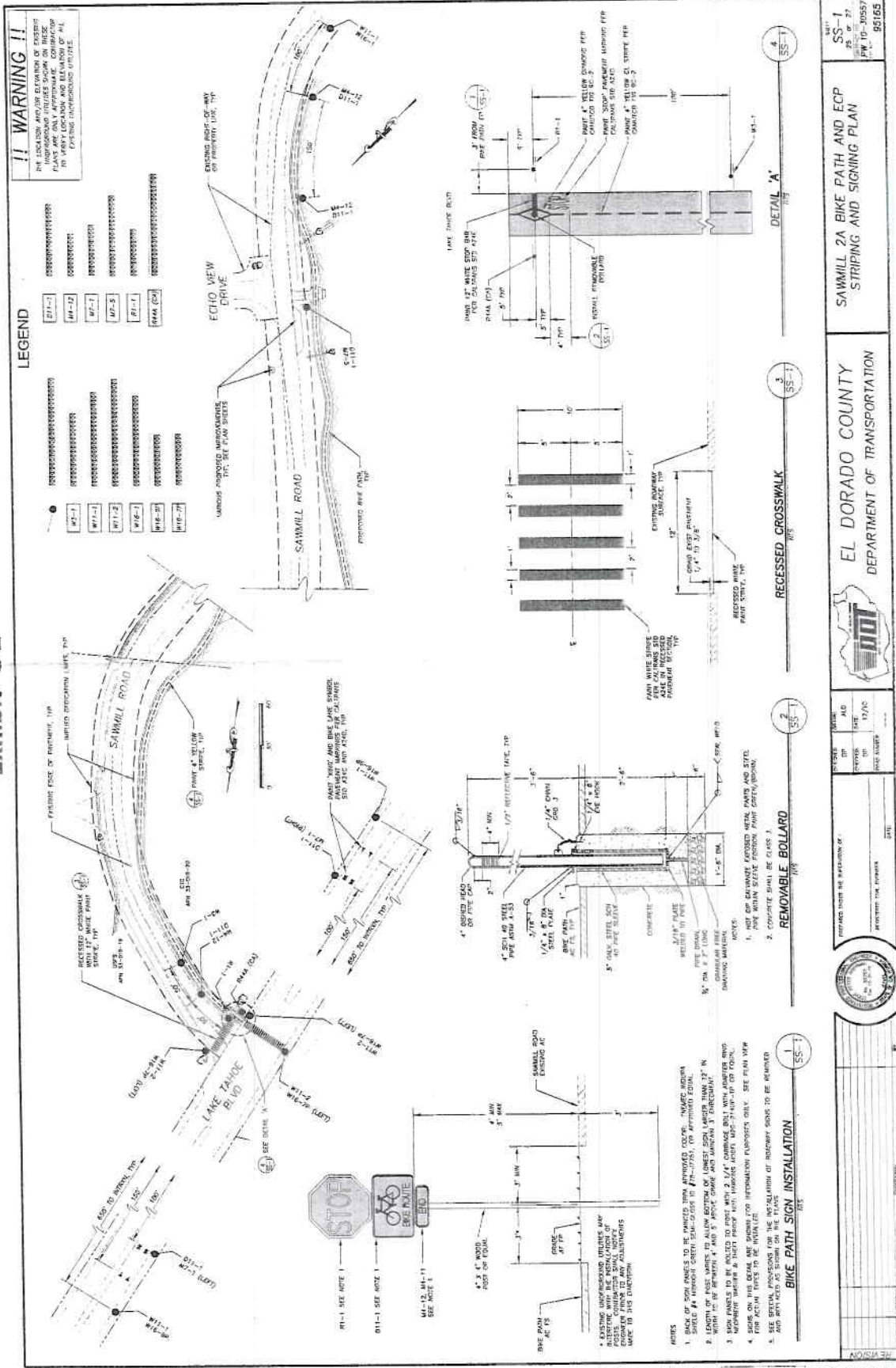


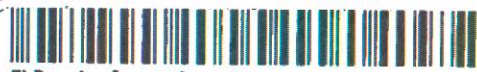
Exhibit 'C-2'



LTB 2015 LA

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Community Development Agency
Transportation Division/Tahoe Engineering Grp
924 B Emerald Bay Road
South Lake Tahoe, CA 96150



El Dorado, County Recorder

William Schultz Co Recorder Office

DOC- 2015-0028048-00

Acct 175-EL DORADO CO DEV SERV DEPT

Thursday, JUN 18, 2015 16:00:00

Ttl Pd \$0.00 Nbr-0001690716

MMF / C1 / 1-16

Mail Tax Statements to above.
Exempt from Documentary Transfer Tax
Per Revenue and Taxation Code 11922

Above Section For Recorder's Use

Project: Lake Tahoe Blvd Erosion Control/Stream Environment Zone Project (CIP Nos. 95163-95175)
APN: 033-010-20

License Agreement Between the California Tahoe Conservancy and the County of El Dorado for the Lake
Tahoe Blvd Erosion Control/Stream Environment Zone Project to Access Conservancy-Owned Property

CTC 2015-0422 LT No. 164 - El Dorado County

License Agreement between the California Tahoe Conservancy and El Dorado County for the Lake Tahoe Boulevard Enhancement Erosion Control/Stream Environment Zone Project

This Agreement is entered into this 22nd day of April, 2015, by and between the State of California acting by and through the California Tahoe Conservancy, (hereinafter "the Conservancy") and El Dorado County (hereinafter "the County") pertaining to El Dorado County APN: 033-010-20.

Recitals

WHEREAS, pursuant to its authority under Government Code section 66906.7, the Conservancy awarded a grant to the County for the planning and design of erosion control facilities;

WHEREAS, pursuant to Government Code section 66907.8 and its duly adopted resolution of June 19, 1987, the site improvement grant for the Lake Tahoe Boulevard Enhancement EC/SEZ Project and Mitigated Negative Declaration (MND) authorized and adopted by the Board on March 20, 2014 Resolution #14-03-05, and the April 22, 2015 Addendum to the MND, the Conservancy may give licenses for erosion control purposes;

WHEREAS, the Conservancy owns or has an interest in certain real property adjoining the County road right-of-way, described in **Exhibit A**; attached hereto and incorporated herein ("the Property"), on which the County desires to remove an existing conveyance pipe, associated with the construction of the Lake Tahoe Boulevard Enhancement-Erosion Control/SEZ Project ("the Project") for the purposes stated above;

WHEREAS, most of the erosion control work undertaken by the County will be confined to the existing roadways, embankments, gutters, pathways, and drainage ditches within the right-of-way of roads maintained by the County;

WHEREAS, some of the vegetation, basins, culverts, pathways, and drainage ditches extend beyond the road right-of-way and onto adjoining properties;

WHEREAS, the County desires access to the lands adjoining the road right-of-way in order to construct and maintain storm drain systems, water quality treatment basins, rock dissipaters, sediment traps, and revegetation as described in **Exhibit B** ("the improvements and temporary construction area");

WHEREAS, the areas disturbed for these efforts will be fully rehabilitated to the satisfaction of the Conservancy upon completion of the project, including breaking up and loosening the surface of soil, application of mulch, re-seeding and revegetating to ensure permanent long term restoration in a natural condition; and

NOW THEREFORE, in consideration of the mutual covenants, terms, restrictions and conditions hereafter set forth, the Conservancy and the County hereby agree as follows:

Term of Agreement

The term of this Agreement shall be three (3) years, commencing on the date of execution of this Agreement, unless terminated earlier by mutual agreement in writing by all parties to this Agreement provided that the Conservancy continues to retain ownership of the parcel. Provided, however, that if erosion control project improvements are constructed on the Property within said period, the County shall have the right to enter on the Property for up to twenty (20) years from the date of completion of said improvements, for maintenance purposes, as set forth herein.

Access

The Conservancy agrees that for the duration of this Agreement, subject to all of the conditions and terms hereof, any employee or agent of the County or duly authorized contractor performing construction pursuant to a County erosion control project may enter upon and use the Property for the purposes set forth herein.

Purpose

The Property may be entered upon and used by the County solely for the purpose of conducting surveys, constructing and maintaining water quality treatment devices, flared end sections, bio-spreaders, rock dissipaters, sediment traps, infiltration channels, revegetation, staging and storing equipment and materials, and incidental purposes related thereto.

Condition Precedent to Construction

In addition to any other conditions contained herein, improvements for the Project shall not be constructed on the Property until the Executive Director of the Conservancy or his designee has approved the construction plans.

Maintenance

The County shall be obligated to operate and maintain any improvements it constructs on the Property for purposes of soil erosion and drainage control. Where the improvements are being constructed pursuant to a soil erosion control project funded in whole or in part by the Conservancy under a Conservancy grant agreement, the improvements shall be operated and maintained in a manner consistent with the terms and provisions of the grant

agreement. Parcels utilized for staging shall be fully restored to natural conditions immediately following construction of the project. The County may be excused from its maintenance only upon the written approval of the Executive Director of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the improvements and render the soil erosion control project obsolete or impracticable to rebuild.

Standards of Workmanship

All work undertaken by the County under this Agreement shall comply with and conform to all applicable building, fire and sanitary laws, ordinances, and regulations of any governmental agency having jurisdiction over the Property. The County shall seek all permits, licenses and/or approvals applicable to the repair and operation of the facility as contemplated by this Agreement, including but not limited to building and/or use permits required by any public body having jurisdiction over the Property. All such permits shall list the Conservancy as co-permittee. The Conservancy shall have the right to use and occupy the Property provided said use and occupancy does not interfere with the construction, operation, and maintenance of the soil erosion control project.

Liability and Indemnification

The County waives all right to recourse against the Conservancy, including the right to contribution or indemnification for any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or property of any kind whatsoever and to whomsoever belonging, including the Conservancy, from any cause or causes reasonably related to the County's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

The County agrees to indemnify, protect, defend and hold harmless the Conservancy, its successors and assigns from any and all claims, demands, costs, expenses, liabilities, and losses arising out of any damage or injury to any person or persons, including the Conservancy, or to any property of any kind whatsoever and to whomsoever belonging, including the Conservancy, from any cause or causes reasonably related to the County's presence or activities on the Property, except for matters arising out of the sole and active negligence of the Conservancy.

Fees and Assessments

The County 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 the County for any work or services performed under this Agreement. In the event of the filing of any such liens, the County shall cause such lien to be released within five (5) days after the Conservancy's written notice to do so. The County shall indemnify and defend the Conservancy and the State of California against any and all liability, cost and

expense including attorney's fees incurred by the Conservancy or the State of California as a result of any such lien.

Prior Encumbrances

This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances, and claims of title which may affect the Property. The County understands that the Conservancy makes no warranties as to the Properties' present condition. The County further understands that Conservancy shall not be responsible for any defect or change of conditions in the Property or for any damage occurring thereto or for the existence of any violation of any municipal, County, State or Federal law, order, rule, regulation, or ordinance.

Assignment

Without the written consent of the Conservancy or its successors or assigns, the County's rights and responsibilities under this Agreement may not be assigned. In the event the Conservancy consents to an assignment, the terms of this Agreement shall be binding on the County's assignee.

Forbearance Not a Waiver

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

Severability

The provisions of this Agreement 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.

Captions

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

Entire Agreement

This Agreement contains the entire Agreement between the Conservancy and the County, relating to the rights granted and the obligations assumed herein. Any oral representations or modifications of this Agreement shall be of no force and effect unless embodied in a subsequent modification in writing signed by the party to be charged.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.


CALIFORNIA TAHOE CONSERVANCY



Patrick Wright, Executive Director

Date: 6-17-15

COUNTY OF EL DORADO



Brian K. Veerkamp, Chair of the Board of Supervisors

Date: 6-16-15

Attest:

James S. Mitrison, Clerk of the Board of Supervisors


Deputy Clerk

Date: 6-16-15

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of EL Dorado

On 6-16-15 before me, Mitchell Thomas Applegarth, Notary Public,
(here insert name and title of the officer)

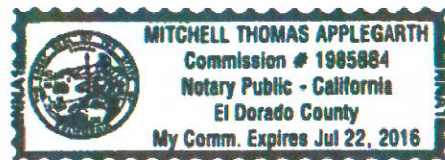
personally appeared Brian K. Veerkamp

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.

Signature Mitchell Thomas Applegarth, NOTARY PUBLIC



License Agreement

(Seal)

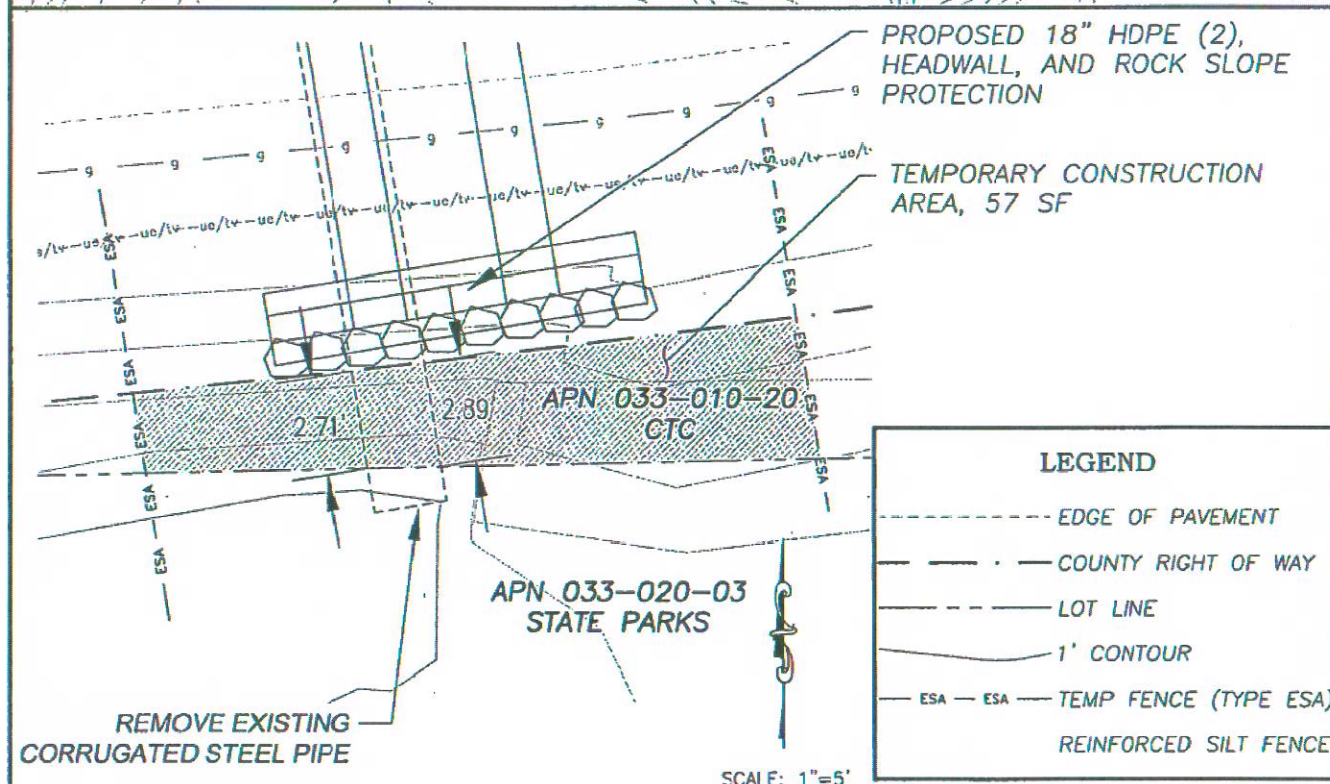
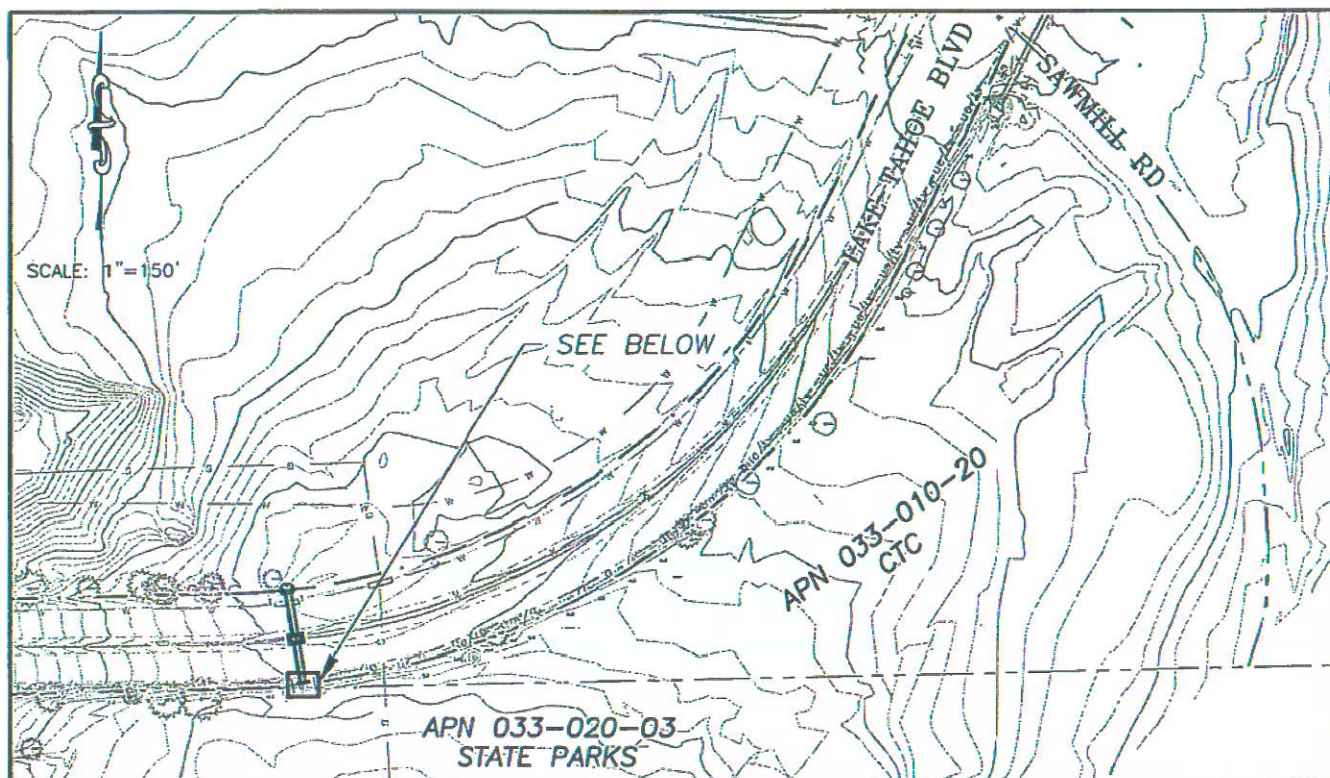
Exhibit A

The land herein referred to is described as follows:

All that certain real property lying in the incorporated area, State of California, El Dorado County, described as follows:

Assessor's Parcel Number
033-010-20

Exhibit B



COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION

LAKE TAHOE BLVD
EROSION CONTROL/ STREAM
ENVIRONMENT ZONE PROJECT
CTC PARCEL APN 033-010-20

EXHIBIT

CTC-1

DATE: 4/15

PROJECT NO.: 95163/95175 BY: KIS

**California Tahoe Conservancy
Resolution 14-03-05
Adopted: March 20, 2014**

ATTACHMENT 2

California Tahoe Conservancy

Resolution

14-03-05

Adopted: March 20, 2014

LAKE TAHOE BOULEVARD ENHANCEMENT PROJECT SITE IMPROVEMENT GRANT

Staff recommends that the Conservancy make the following findings based on the accompanying staff report pursuant to Public Resources Code section 21000 et seq.:

"The California Tahoe Conservancy, in its role as a responsible agency under the California Environmental Policy Act, has independently reviewed and considered the environmental impacts of the Lake Tahoe Boulevard Enhancement Project as described in the El Dorado County's Initial Study and Mitigated Negative Declaration (IS/MND) certified by El Dorado County on June 11, 2013. The Conservancy has independently considered and reached its own conclusions regarding the environmental effects of the proposed project and finds, on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment. The Conservancy incorporates the mitigation measures described in the MND as a condition for approval of the project. The Conservancy hereby directs staff to file a Notice of Determination with the State Clearinghouse for this project."

Staff further recommends that the Conservancy adopt the following resolution pursuant to Government Code section 66907.7:

"The California Tahoe Conservancy hereby authorizes the award of a site improvement grant, up to \$211,613, to El Dorado County for the purposes of constructing the Lake Tahoe Boulevard Enhancement Project. Further, the Conservancy authorizes staff to enter into a grant agreement, and to take all other necessary steps consistent with the accompanying staff recommendation."

Thereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the California Tahoe Conservancy at a meeting thereof held on the 20th day of March 2014.

In WITNESS THEREOF, I have hereunto set my hand this 20th day of March 2014.

A handwritten signature in dark ink, appearing to read "Patrick Wright", written over a horizontal line.

Patrick Wright
Executive Director

Addendum to the Mitigated Negative Declaration

For

**Lake Tahoe Boulevard Enhancement
Erosion Control/ Stream Environment Zone Project**

**Prepared by the California Tahoe Conservancy
4/22/2015**

Addendum to the Mitigated Negative Declaration

For

Lake Tahoe Boulevard Enhancement

Erosion Control/ Stream Environment Zone Project

Prepared by the California Tahoe Conservancy

4/22/2015

El Dorado County Tahoe Engineering Division

State Clearinghouse # 2013032066

BACKGROUND

El Dorado County, acting as the lead agency, prepared an Initial Study (IS) and Mitigated Negative Declaration (MND) for the Lake Tahoe Boulevard Enhancement Project (Project) to comply with CEQA. The County adopted the MND on June 4, 2013, and a Notice of Determination (NOD) was filed with the State Clearinghouse on June 11, 2013.

The Conservancy Board concurred with the MND findings in March 20, 2014 when the erosion control site improvement grant for the Project was authorized, resolution #14-03-05. Conservancy staff has prepared this Addendum to the MND to include the Conservancy owned Assessor Parcel Number (APN) 033-010-20 in the CEQA analysis as the County did not foresee that an existing conveyance pipe that the County would like to remove as part of the Project extends out of the ROW and into this parcel by a few feet, Exhibit 1.

LOCATION

One Conservancy parcel, APN 033-010-20, near the south shore of Lake Tahoe, on the southwest corner of Lake Tahoe Boulevard and Sawmill Road, within the Project area.

The Project area is along Lake Tahoe Boulevard and is generally bordered by D Street/Viking Road to the northeast and Clear View Drive to the southwest.

PROJECT MODIFICATIONS

This Addendum is to add the Conservancy owned APN 033-010-20, on the corner of Lake Tahoe Blvd. and Sawmill Road, to the CEQA analysis as this parcel was not identified in the original environmental document as having any construction disturbance on it as part of the Project. The County assumed that an existing conveyance pipe would be within the County ROW, however, the current plans and surveys show that the existing conveyance pipe extends slightly on to this Conservancy parcel. The County is

requesting access to the parcel to remove the existing pipe and restore the disturbed area with native vegetation.

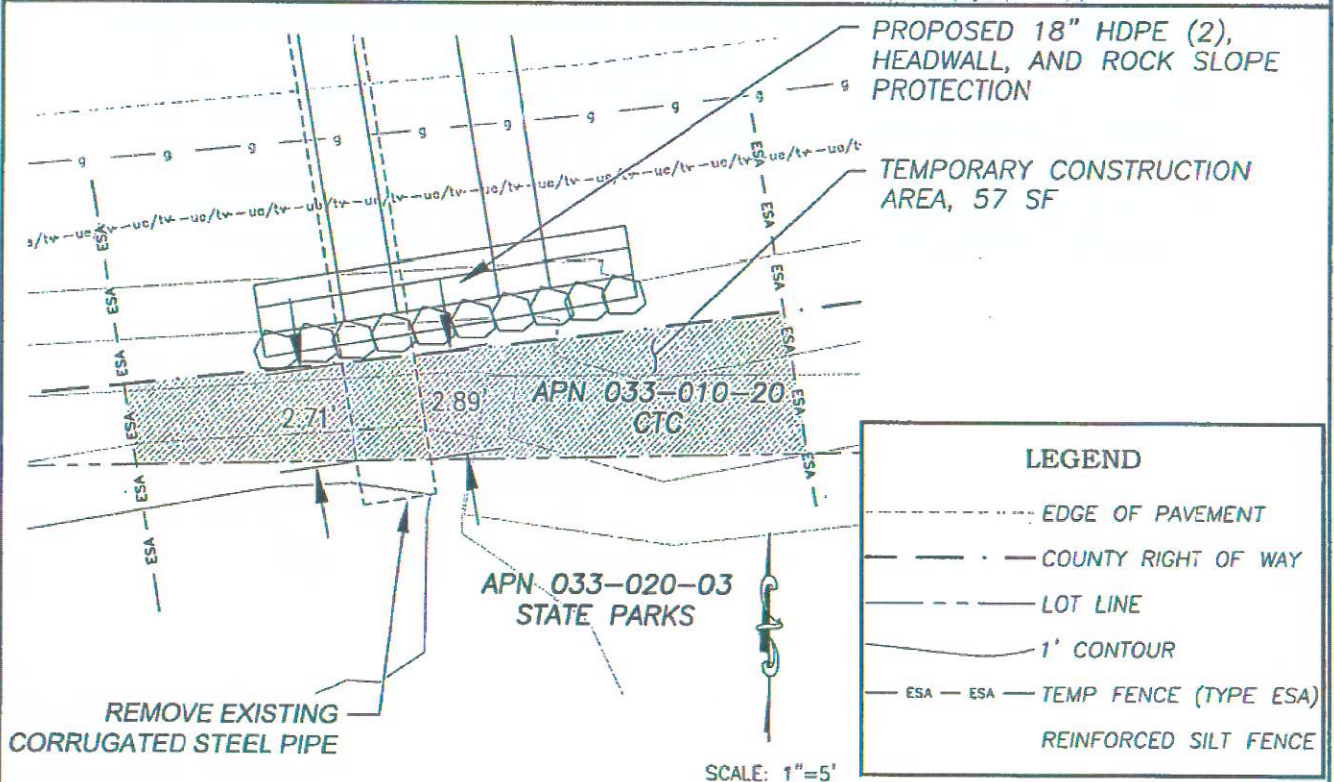
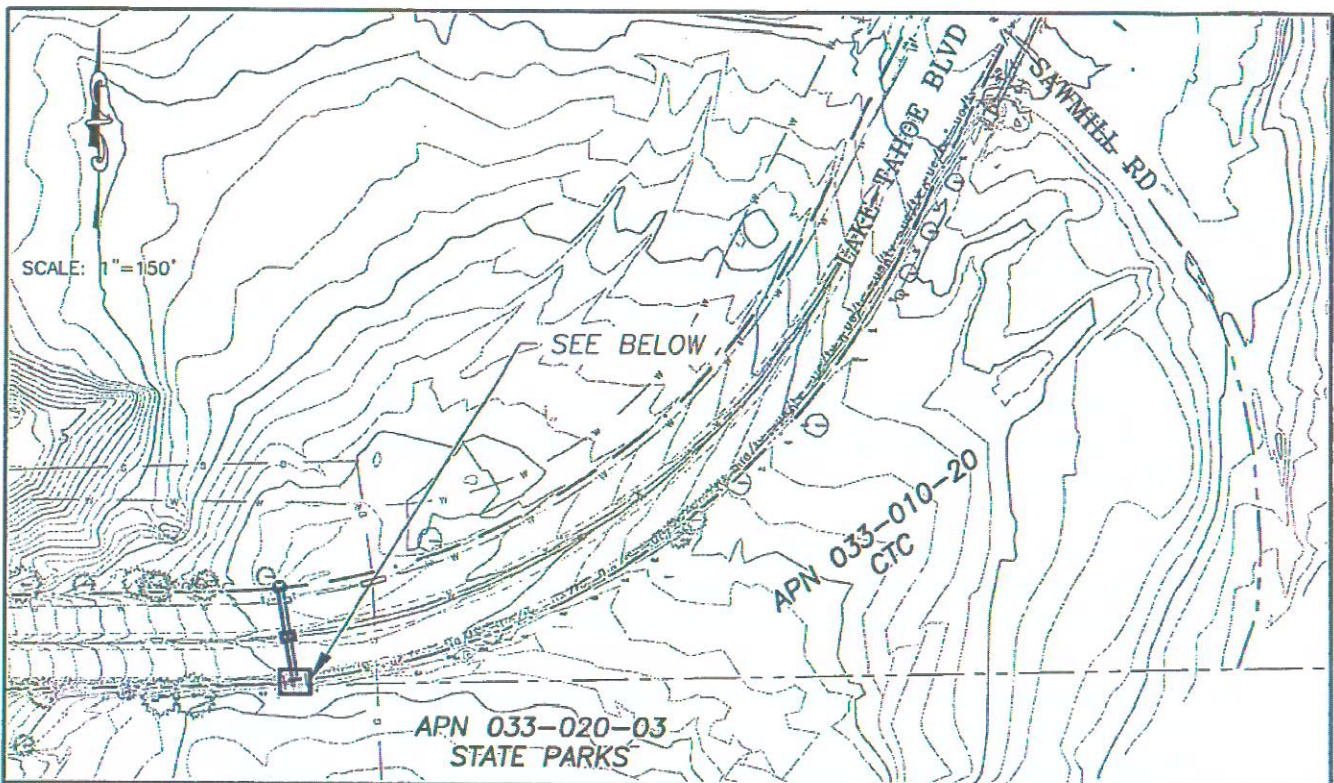
ENVIRONMENTAL ANALYSIS AND FINDINGS/CONCLUSIONS

Pursuant to CEQA Guidelines Section 15162, as applicable to an IS/MND, the Conservancy draws the following conclusions, regarding the Project's water quality improvements on the Conservancy owned parcel APN 033-010-20.

1. The proposed Project will not result in substantial changes that would lead to the identification of new or previously unidentified significant environmental effects that require major revisions of the previous IS/MND.
2. There has been no substantial change with respect to the circumstances under which the Project is being undertaken that would require a major revision of the previous IS/MND due to the involvement of new significant environmental effects.
3. No new information of substantial importance, which was not known and could not have been known with the exercise of diligence at the time the IS/MND was adopted, shows that the Project will have one or more significant effects not discussed in the previous IS/MND. Furthermore, the mitigation measures adopted in the IS/MND remain the same. Based on these findings the Conservancy has concluded that preparation of an Addendum is appropriate in accordance with CEQA Guidelines Section 15164. The Conservancy accordingly approves this Addendum and the associated Project modifications.


Conservancy Representative

4/22/2015
Date



COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION DIVISION

LAKE TAHOE BLVD
EROSION CONTROL/ STREAM
ENVIRONMENT ZONE PROJECT
CTC PARCEL APN 033-010-20

EXHIBIT

CTC-1

DATE: 4/15

PROJECT NO.: 95163/95175

BY: KIS

06/18/2015,20150028048