

TRUCKEE TAHOE AIRPORT DISTRICT
BOARD OF DIRECTORS AGENDA ITEM SUMMARY

Topic: Martis Valley Trail Project – Trail Easement and Right of Entry

Purpose	Information:	Guidance:	Decision: X
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Recommendation Approve the Right of Entry and Construction Agreement for the Martis Valley Trail Project.

Approve the Easement and Maintenance Agreement for the Martis Valley Trail Project.

Last Action The Airport District has been in discussions with Placer County since 2003, and more recently the Northstar Community Service District (NCSD) regarding the construction of the Martis Valley Trail project. The Airport District was approached originally in 2002 to allow access across District property at the corner of Highway 267 and Schaffer Mill Road. In 2003 the Board approved in concept the trail project and alignment. NCSD has been actively working on this for the past 3 years and is now ready to begin construction.

Discussion The Martis Valley Trail connects the Northstar Community with the Airport and eventually to downtown Truckee through connections at Hope Court and then to the Brockway Road Trail through the Rock and Ponderosa Golf Course. The District recently discussed its desire to enhance and promote trail projects on District property including development of an Airport Trail Master Plan. This project coincides closely with these goals.

NCSD plans to begin construction on the trail after Labor Day. They would like the Airport District to approve an agreement allowing right of entry and construction for the trail project. Staff would also like Board approval of an Easement and Maintenance Agreement for the trail. Both agreements have been reviewed by legal counsel and found to be consistent with District policy.

Staff recently amended the language in Section 2 of the Easement and Maintenance Agreement allowing the District to move the trail should future development conflict with the trail alignment. This provision is acceptable to NCSD. This allows additional flexibility for the District should one or both corners develop in the future.

Staff sees no conflict with the Right of Entry and Construction Agreement. The agreement expires and terminates when construction is complete and a permanent easement is recorded.

Fiscal Impact No fiscal impact to the District.

TRUCKEE TAHOE AIRPORT DISTRICT
BOARD OF DIRECTORS AGENDA ITEM SUMMARY

Attachments

1. Right Of Entry Agreement For Construction Related To Martis Valley Trail Project
2. Truckee Tahoe Airport District And Northstar Community Service District Easement And Maintenance Agreement
3. Right Of Way Exhibit A

**RIGHT OF ENTRY AGREEMENT FOR CONSTRUCTION
RELATED TO MARTIS VALLEY TRAIL PROJECT**

This AGREEMENT (this “Agreement”), dated as of the ___ day of August, 2014 between TRUCKEE TAHOE AIRPORT DISTRICT (“TTAD”) and NORTHSTAR COMMUNITY SERVICES DISTRICT (“NCSD”).

BACKGROUND:

A. TTAD is the owner and lessor of certain areas of land in Placer County, California, that are depicted as construction and staging sites on the diagram attached hereto as Exhibit A (the “Construction Area”), annexed hereto and made a part hereof.

B. NCSD desires a non-exclusive right of entry (the “Right of Entry”) over and onto the Construction Area for the sole purpose of constructing the trail known as Martis Valley Trail – Segment 1 and certain necessary, related facilities (the “Martis Valley Trail Project”) and work reasonably incidental thereto.

C. TTAD is willing to agree to grant NCSD the Right of Entry on the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Right of Entry. Subject to all of the terms, covenants, conditions and limitations in this Agreement and to prior coordination with Kevin Smith or other designated representatives of TTAD, NCSD and its agents, contractors, subcontractors and invitees, are authorized to enter onto the Construction Area in order to carry out the Martis Valley Trail Project.

2. Term. All of NCSD’s rights under this Agreement will terminate and expire on the earlier to occur of (a) the date that a permanent easement for the Martis Valley Trail is recorded, (b) the date a breach by NCSD under this Agreement continues for ten (10) days or more following written notice of such breach from TTAD to NCSD, or (c) October 16, 2016. Expiration of the Right of Entry will not result in the termination of NCSD’s obligations under this Agreement.

3. Indemnity. NCSD agrees to defend, indemnify, and hold TTAD harmless from and against any and all costs, claims, damage (including, without limitation, lost profits and other consequential damages), fees and expenses (including, without limitation, attorneys’ fees and disbursements) resulting from, arising out of, or in connection with, any breach by NCSD of this Agreement or any acts or omissions of NCSD or NCSD’s agents, contractors, subcontractors, or employees in performing or in attempting to perform the work and construction activities contemplated by this Agreement.

4. Construction Covenants.

a. Compliance with Laws. NCS D will comply at all times with all laws, regulations or permits (“Laws”) related to the Martis Valley Trail Project (including without limitation those related to erosion control, BMP repairs and corrections, dust control, rain events, and hazardous materials). Without limiting the generality of the foregoing, NCS D will comply with all governmental rules and regulations regarding water quality and water discharges relating to the construction of the Martis Valley Trail Project, and NCS D will not introduce or allow any other parties to introduce or store any materials on the Construction Area that would be deemed “hazardous” under definitions of federal, state or local law (unless NCS D has obtained TTAD’s approval and provided TTAD with the MSDS for the material). Although enforcement of Laws will be the jurisdiction of the applicable agencies, NCS D recognizes that any violations of Law would be detrimental to TTAD. Accordingly, any violations observed by TTAD will be a default of this Agreement and entitle TTAD to issue a Stop Work Notice citing the applicable violations. If such a notice is issued, NCS D shall promptly correct any such violations and, if requested by TTAD, stop work and protect the Martis Valley Trail Project until the violations have been corrected.

b. Plan and Schedule Review. NCS D will deliver to TTAD a full set of final construction drawings and a draft construction schedule as soon as they are available and prior to beginning construction. TTAD will review such materials and promptly provide NCS D with any comments or concerns. NCS D agrees to work cooperatively and in good faith with TTAD to address any TTAD concerns. Throughout the term of this Agreement, NCS D will periodically provide TTAD with an updated construction schedule.

c. Staging and Access.

i. If NCS D or its agents, contractors, subcontractors or invitees desires to stage any equipment or materials in any area other than those depicted in the Construction Area, NCS D shall first obtain express written approval from TTAD for such staging, which TTAD may withhold in its sole and absolute discretion.

ii. NCS D and its agents will access the Construction Area via Highway 267 and across the proposed access path designated on Exhibit A. NCS D will, and will cause its agents to, abide by all traffic Laws.

d. Timing. No construction will begin until NCS D receives a Notice to Proceed from TTAD. NCS D will undertake construction with the appropriate equipment and manpower in order to complete the project as soon as is possible in order to reduce impacts on TTAD operations.

e. Site Maintenance.

i. Dust Control. NCS D will use its best efforts to control construction-related dust so as to avoid impacts, including watering the dirt areas and access areas frequently and stabilizing any storage piles or disturbed areas.

f. Restoration. NCS D, at its sole cost and expense, shall be solely responsible for (a) maintaining and repairing the Construction Area so that it is, at all times, in a safe condition, and (b) assuring that all work performed under this Agreement is conducted, and

the Construction Area is maintained, in compliance with all applicable Laws. In addition, NCSD shall, at its sole cost and expense, be solely responsible for ensuring (i) that the land constituting the Construction Area and the vegetation, installations or equipment located thereon are not unreasonably disturbed or affected by the work, (ii) that only facilities and equipment that are aesthetically compatible with the surrounding area will be installed on the Construction Area, (iii) that the Construction Area is returned, immediately upon the completion of the work contemplated by this Agreement, to the conditions that existed prior to NCSD's exercise of its rights hereunder, and (iv) that it repair any damage or disturbance the project causes to any property outside of the Construction Area, whether owned by TTAD or any other person or entity (including, without limitation, revegetating any disturbed areas and repairing any damaged roads to TTAD's satisfaction), in a manner that reasonably restores such property to its prior condition.

5. Default. In the event NCSD is in default of any material provisions under this agreement, TTAD will provide notice of such default to NCSD. If NCSD does not cure such default within 10 days of such notice (or, if such default may not reasonably be cured in 10 days, if NCSD does not begin and diligently pursue a cure within such 10 days), then TTAD may, but is not obligated to, (i) take any action it deems appropriate to cure the breach or to otherwise protect its interests or (ii) suspend or terminate the rights of NCSD's Right of Entry under this Agreement. Any costs and expenses incurred by NCSD in any exercise of this remedy will be due and payable by NCSD. The foregoing remedies are not exclusive and may be exercised in addition to any other remedies permitted by this Agreement or available to TTAD at law or in equity.

6. General Provisions.

a. This Agreement may not be modified or amended except by a written instrument executed and delivered by each of the parties hereto.

b. In the event of legal proceedings for the interpretation or enforcement of this Agreement the prevailing party in such proceeding shall be entitled to its reasonable attorneys' fees together with costs.

c. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect

d. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

e. Time is of the essence with respect to the performance of each of the covenants and agreements herein set forth.

f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____
Name:
Title:

NORTHSTAR COMMUNITY SERVICES DISTRICT

By: _____
Name:
Title:

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interests in real property described in the forgoing Right of Entry Agreement dated _____, 2014 between TRUCKEE TAHOE AIRPORT DISTRICT (“TTAD”), and NORTHSTAR COMMUNITY SERVICES DISTRICT (“NCSD”), a governmental agency, are hereby accepted by order of the NCSD Board of Directors pursuant to Minute Order adopted _____, 2014. The District consents to recordation of the Right of Entry Agreement with this Certificate of Acceptance by its duly authorized officer.

Dated: _____

NORTHSTAR COMMUNITY SERVICES DISTRICT

By: _____

Its: _____

State of _____
County of _____

On _____, 2014, before me, _____, Notary Public, personally appeared _____, who proved to me 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 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]

State of California
County of _____

On _____, 2014, before me, _____, Notary Public, personally appeared _____, who proved to me 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 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]

EXHIBIT A
Construction Area

**Recording Requested By and
When Recorded Mail To:**

Truckee Tahoe Airport District
Attn: General Manager
10356 Truckee Airport Road
Truckee, CA 96161

**TRUCKEE TAHOE AIRPORT DISTRICT
AND NORTHSTAR COMMUNITY SERVICES DISTRICT
EASEMENT AND MAINTENANCE AGREEMENT**

This Agreement is made this ____ day of _____, 20__, in Truckee, California, by and between Truckee Tahoe Airport District, a California Airport District (TTAD), and Northstar Community Services District, a California Community Services District (NCSD).

WITNESSETH

Whereas, TTAD is the owner of certain real property in the County of Placer, State of California;

Whereas, NCSD desires an easement across certain of the TTAD property for a recreational trail network; and

Whereas, TTAD is willing to grant a recreational trail easement to NCSD on the terms and conditions set forth below,

NOW, THEREFORE, it is agreed as follows:

1. RECITALS AND UNDERSTANDINGS

The purpose of this Agreement is to set forth the various duties, responsibilities and commitments of the parties with regard to ownership, repair, replacement, administration and

maintenance of a recreational trail network.

2. GRANT OF EASEMENT

TTAD hereby grants to NCSD a permanent easement for the recreational network as constructed across TTAD property by NCSD to be used only for walking, jogging, biking, strollers, wheelchairs, rollerblading, skate-boarders and other non-motorized uses by the public (hereinafter referred to as "Recreation Trail Easement"), which shall become effective upon recordation of a Notice of Completion of the Project by NCSD. The Recreation Trail Easement is described in "Exhibit A" attached hereto and incorporated herein by this reference. Nothing in this Agreement or in any other document executed pursuant to this Agreement shall be interpreted as granting NCSD the right to construct or cause to be constructed any fence or barrier separating the real property covered by the Recreation Trail Easement and the remainder of the Servient Tenement. If such recordation, and said transfer and acceptance does not occur within 2 years from the date first above-stated, this Agreement shall have no further force or effect.

TTAD retains the right to enter onto the real property covered by the Recreation Trail Easement for any purpose incidental to the maintenance or improvement of the Servient Tenement. Except for an emergency, if such entry is of the extent necessary to block the Recreation Trail Easement for a period of time in excess of two (2) hours, TTAD shall give NCSD notice of said entry at least 7 days before the entry occurs.

TTAD also retains the right, at its own cost and expense and after consultation with NCSD, to re-locate the Recreational Trail Easement to other locations on its real property or other real property (with the express written consent of that property owner) should TTAD find that such relocation is necessary for its operations, activities or use. In the event of such

relocation, the newly-relocated Recreational Trail Easement shall connect to the portions of the Recreational Trail Easement not relocated and shall be constructed to the same design standards as the Recreational Trail being relocated. In such event, the parties agree to record an Agreement reflecting and identifying the portion of the Recreational Trail Easement being relocated.

3. NCSD'S RESPONSIBILITY FOR RECREATION TRAIL EASEMENT

Upon the effective date of the Recreation Trail Easement, NCSD, at its sole expense, shall own, repair, maintain, administer, and replace said easement and improvements to the easement in accordance with applicable laws, rules and regulations, and acceptable standards. Such standards shall include but not be limited to pavement maintenance, regular trash pick-up, litter prevention and control, general cleanliness, general maintenance and appearance, erosion control, and safe access for users.

NCSD shall also maintain full responsibility for complying with the provisions of the California Environmental Quality Act ("CEQA") as it pertains to the property covered by or activity related to the Recreation Trail Easement. Should NCSD not comply with the provisions of CEQA at any time in relation to this project, the Recreation Trail Easement may be terminated, subject to the provisions of Section 6 of this Agreement.

4. ASSIGNMENT AND PROHIBITED USES

NCSD shall not assign, transfer, mortgage, pledge, or encumber its interest in the Recreation Trail Easement, or allow any person or entity to occupy or use the Recreation Trail Easement or any portion thereof inconsistent with this Agreement without the prior written consent of TTAD, which shall not be unreasonably withheld. Any assignment or encumbrance without TTAD's consent shall be void and shall, at the option of TTAD, terminate the Recreation Trail Easement.

5. REPAIR OF DAMAGE TO TTAD PROPERTY

NCS D shall promptly repair any damage to TTAD property caused by NCS D's officers, employees, agents, independent contractors, volunteers or invitees. If any such damage is not repaired within 30 days after written notice thereof from TTAD to NCS D, then TTAD may repair the damage and bill NCS D for the costs of such repair. Any such bill shall be paid within 30 days after its presentation to NCS D. Interest shall accrue commencing 30 days after presentation on any late payment at the legal rate.

6. REMEDIES ON DEFAULT

In the event that NCS D, its officers, employees, independent contractors, agents, volunteers or invitees shall fail to perform any of its obligations or duties specified herein or use the Recreation Trail Easement in a manner inconsistent with the terms and provisions of this Agreement, TTAD shall give NCS D written notice, specifying wherein NCS D is in default. NCS D shall have 30 days from the date of said notice to cure any alleged default before TTAD may terminate the Recreation Trail Easement or pursue any remedy provided by law.

7. SUCCESSORS

In the case of an assignment or transfer to which TTAD consents, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties. Except for assignment or transfer to which TTAD consents, this Agreement as set forth previously is nontransferable and nonassignable. TTAD consent to one assignment or transfer shall not be construed as consent to any other assignment.

8. MISCELLANEOUS PROVISIONS

This Agreement is governed by the laws of the State of California and any questions arising under this Agreement shall be construed or determined according to such law. Time is of

the essence of this Agreement. All provisions, whether covenants or conditions, on the part of TTAD and NCSD shall be deemed both covenants and conditions.

9. NONEXCLUSIVE EASEMENT

The easement granted in this Agreement is nonexclusive. TTAD retains the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third parties that does not interfere unreasonably with the public's free use and enjoyment of the easement.

10. GENERAL INSURANCE

NCSD, at its sole cost and expense, shall maintain public liability insurance in the amounts of at least two million dollars (\$2,000,000) and five million dollars (\$5,000,000) as single and aggregate coverage, respectively, and property damage insurance in the amount of at least one million dollars (\$1,000,000), insuring TTAD, its officers, directors, officials, employees, agents, and volunteers against all liability, claims, demands, damages, costs, or losses arising out of or in connection with NCSD's duties, operations and activities pursuant to this Agreement.

The insurance shall be endorsed to name TTAD, its directors, officers, officials, employees, agents and volunteers as additional insureds regarding liability arising out of NCSD'S duties, activities and operations under this Agreement. NCSD shall provide TTAD with ISO CG 2010 endorsement form or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to TTAD, its directors, officers, officials, employees, agents or volunteers. NCSD's coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. TTAD's insurance, if any, shall be excess and shall not contribute with

NCSD's insurance.

The insurance is to be placed with insurers with a current A.M. Best's rating of A:VII or better, unless otherwise acceptable to TTAD. Prior to the effective date of the Recreation Trail Easement, NCSD shall provide to TTAD original endorsements evidencing this insurance signed by a person authorized to bind coverage on behalf of the insurer(s). The certificates and policies shall provide that 30 days' written notice of any material change, reduction of coverage or cancellation of the insurance policies will be provided to TTAD. The requirements as to the types, limits, and TTAD's approval of insurance coverage to be maintained by NCSD are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by NCSD under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, NCSD shall notify TTAD in writing prior to making such changes.

On each five-year anniversary of the effective date of the Recreation Trail Easement (five-year anniversary, ten-year anniversary and so forth), NCSD shall increase, unless TTAD demands otherwise as provided in this paragraph, the amount of each insurance policy and coverage specified herein by a percentage equal to the increase in the CPI-W, or, if CPI-W is discontinued, a substantially similar index, during the preceding five-year period. TTAD shall have the option of delivering to NCSD, no later than 30 days before each such five-year anniversary, a written demand that NCSD increase the amount of any one or more insurance policies or coverages specified herein by a percentage greater than this paragraph would otherwise require, together with an explanation of the grounds for TTAD's demand. So long as TTAD's demand is based on rational business or public health and safety grounds, NCSD shall increase the amount of insurance policies or coverages as demanded by TTAD.

11. INDEMNIFICATION AND HOLD HARMLESS

NCSD shall protect, indemnify, hold harmless and defend TTAD, its directors, officials, officers, employees and agents, from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorney's fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature, including but not limited to those arising out of injury to or death of members of the public, NCSD's employees, whether directly or indirectly caused or contributed to in whole or in part or claimed to be caused or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of NCSD, its employees, agents or independent contractors arising out of, in connection with or incidental to the performance of their duties, activities or operations under this Agreement (hereinafter referred to as "Claim" or "Claims"). NCSD's aforesaid indemnity, defense and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

Termination of this Agreement shall not release NCSD from its obligations under this paragraph, as to any Claim, so long as the event upon which such Claim is predicated shall have occurred prior to the effective date of any such termination and arose out of or was in any way connected with the duties, operations or activities by NCSD, its employees, agents or independent contractors under this Agreement.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve NCSD from liability under this

paragraph. The obligations of this paragraph shall apply whether or not such insurance policies shall have been determined to be applicable to the Claim.

In any and all claims against TTAD, or its directors, officers, officials, employees, volunteers or agents, by any employee of NCSD, any independent contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for NCSD or any of its independent contractors under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

12. ATTORNEYS FEES

In the event that any arbitration, litigation or other action or proceeding of any nature between TTAD and NCSD becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either party of any of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing party's reasonable attorney's fees, costs, and expenses incurred in connection with the prosecution or defense of such action or proceeding.

13. ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties relative to the matters specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

14. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. WAIVER OF RIGHTS

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

16. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

17. NOTICES

All notices, statements, reports, approvals, or requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161-3330

Northstar Community Services District
908 Northstar Drive
Truckee, CA 96161

18. INTERPRETATION OF THIS AGREEMENT

The parties acknowledge that each party has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, TTAD and NCSD, pursuant to action and approval hereof by the respective Boards of Directors, have caused this Agreement to be executed the day and year first above written as follows:

TRUCKEE TAHOE AIRPORT DISTRICT

NORTHSTAR COMMUNITY SERVICES DISTRICT

By: _____
President, Board of Directors

By: _____
Title: _____

Attest:

Attest:

By: _____
Secretary, Board of Directors

By: _____
Title: _____

Approved as to Form:

By: _____
TTAD Counsel

By: _____
NCSD Counsel

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interests in real property described in the foregoing Easement and Maintenance Agreement dated _____, 2014, between TRUCKEE TAHOE AIRPORT DISTRICT and NORTHSTAR COMMUNITY SERVICES DISTRICT are hereby accepted by order of the NORTHSTAR COMMUNITY SERVICES DISTRICT Board of Directors pursuant to Minute Order adopted _____, 2014. The District consents to recordation of the Easement and maintenance Agreement with a Certificate of Acceptance by its duly authorized officer.

Dated: _____

NORTHSTAR COMMUNITY SERVICES DISTRICT

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF _____)

On _____ before me, _____ Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Notary Public

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

ss.

On _____ before me, _____ Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Notary Public

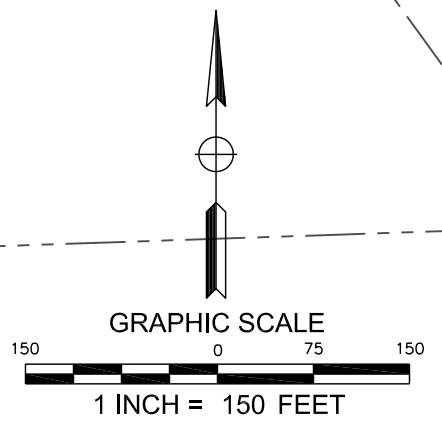
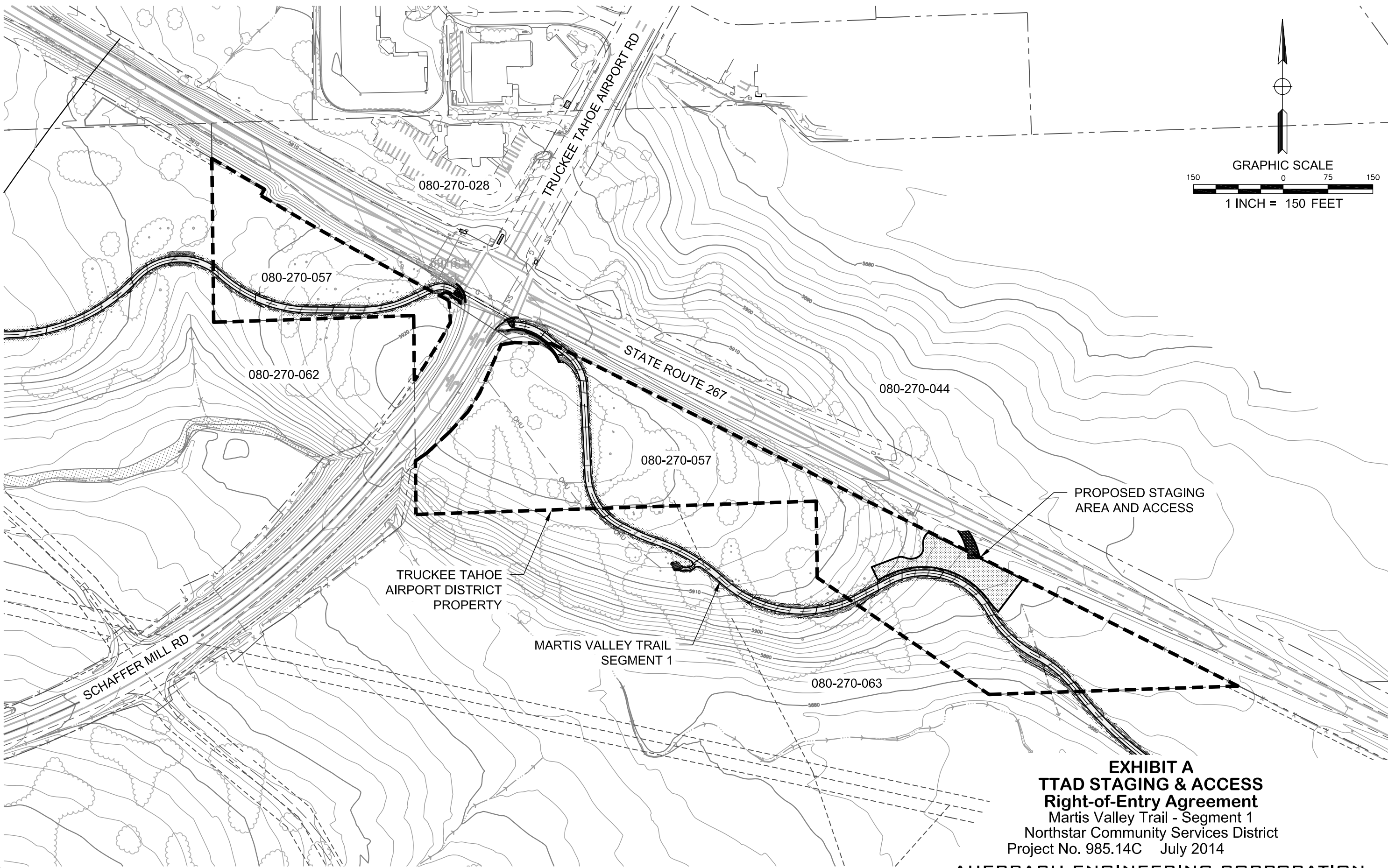


EXHIBIT A
TTAD STAGING & ACCESS
Right-of-Entry Agreement
 Martis Valley Trail - Segment 1
 Northstar Community Services District
 Project No. 985.14C July 2014