

**Recording Requested By and
When Recorded Mail To:**
Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161-3330

Exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922, and from the imposition of Recording Fees pursuant to Government Code Section 27383.

**TRUCKEE TAHOE AIRPORT DISTRICT
AND
TAHOE CITY PUBLIC UTILITY DISTRICT
EASEMENT, CONSTRUCTION, USE AND MAINTENANCE AGREEMENT**

This Easement, Construction, Use and Maintenance Agreement (hereafter "Agreement") is made this ____ day of _____, 2017, in Truckee, California, by and between Truckee Tahoe Airport District, a California Airport District (hereafter "TTAD"), and Tahoe City Public Utility District, a California Public Utility District (hereafter "TCPUD").

WITNESSETH

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

Whereas, TTAD desires an easement across and use of a portion of the TCPUD real property for an emergency-use only Heli-pad; and

Whereas, TCPUD is willing to grant an easement to TTAD 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 construction, ownership, operation, repair, replacement, administration, and maintenance of the Tahoe City Emergency Services Heli-pad, an emergency-use Heli-pad including necessary related appurtenances (hereafter "Heli-pad") and to grant related easements.

The TCPUD is the owner of that real property commonly referred to as APNs 094-540-002 and 094-540-012 and more particularly described as Parcel 2 of the grant deed recorded in Book 2959, at Page 078 and Parcel 5 of the grant deed recorded in Document No. 2012-0028861, Official Records of Placer County, California (hereafter "Real Property").

2. GRANT OF EASEMENT

TCPUD hereby grants to TTAD a permanent easement for construction, operation, maintenance, administration, repair, and reconstruction of the Heli-pad over and upon that portion of the Real Property as described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference (hereafter "Easement Area"). Operational use of the Easement Area and the Heli-pad shall be limited to emergency staging and landing for emergency service helicopters.

TCPUD retains the right to enter onto the Easement Area for any purpose incidental to the operation, maintenance, or improvement of the Real Property that does not conflict with the use of the Heli-pad. Except for an emergency, if such entry is of the extent necessary to block the Easement Area or the use of the Heli-pad for a period of time in excess of two (2) hours, TCPUD shall give TTAD reasonable notice of said entry, which should be at least 7 days before the entry occurs if possible

3. TTAD'S RESPONSIBILITY FOR EASEMENT MAINTENANCE

TTAD, at its sole expense, shall own, operate, repair, maintain, administer, and replace said Heli-pad in accordance with all applicable local, state and federal laws, rules and regulations, and acceptable aviation standards, including but not limited to the permit conditions imposed by Placer County and the Tahoe Regional Planning Agency and applicable rules and regulations of the Federal Aviation Administration.

4. ASSIGNMENT AND PROHIBITED USES

TTAD shall not assign, transfer, mortgage, pledge, or encumber its interest in the Easement Area or Heli-pad or allow any person or entity to occupy or use the Easement Area or Heli-pad or any portion thereof inconsistent with this Agreement without the prior written consent of TCPUD, which shall not be unreasonably withheld. Any assignment or encumbrance without TCPUD's consent shall be void.

5. REPAIR OF DAMAGE TO TCPUD PROPERTY

TTAD shall promptly repair any damage to the Real Property caused by TTAD, its officers, employees, agents, independent contractors, volunteers or invitees. If any such damage is not repaired within 30 days after written notice thereof from TCPUD to TTAD, then TCPUD may repair the damage and bill TTAD for the costs of such repair. Any such bill shall be paid within 30 days after its presentation to TTAD. If the actions necessary to carry out the repairs are prevented by weather, Acts of God, labor strife, war, terrorist acts or applicable governmental regulation, or if the repairs require more than 30 days to remedy, the 30 days shall be extended during the time such action is prevented or for the additional time to repair is needed.

6. REMEDIES ON DEFAULT

In the event that TTAD, its officers, employees, independent contractors, agents, volunteers or invitees shall fail to perform any of its obligations or duties specified herein or use the Easement Area or Heli-pad in a manner inconsistent with the terms and provisions of this

Agreement, TCPUD shall give TTAD written notice, specifying wherein TTAD is in default. TTAD shall have 30 days from the date of said notice to cure any alleged default before TCPUD may pursue any remedy provided by law. If the actions necessary to remedy the alleged default are prevented by weather, Acts of God, labor strife, war, terrorist acts or applicable governmental regulation, or if the actions necessary to cure the alleged default require more than 30 days to remedy, the 30 days shall be extended during the time such action is prevented or for the additional time is needed.

7. SUCCESSORS

In the case of an assignment or transfer to which TCPUD 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 TCPUD consents, this Agreement as set forth previously is nontransferable and nonassignable. TCPUD 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 TCPUD shall be deemed both covenants and conditions.

9. NONEXCLUSIVE EASEMENT

The easement granted in this Agreement is nonexclusive. TCPUD retains the right to make any use of the Real Property and/or Easement Area, including the right to grant concurrent easements in the Real Property and/or Easement Area to third parties, that does not interfere with TTAD's and the emergency responder's use and enjoyment of the Easement herein granted or violate any applicable law, including without limitation any rule or regulation of the Federal Aviation Administration.

10. GENERAL INSURANCE

TTAD, at its sole cost and expense, shall maintain public liability insurance in the amounts of at least two million dollars (\$2,000,000) and four million dollars (\$4,000,000) as single and aggregate coverage, respectively, and property damage insurance in the amount of at least two million dollars (\$2,000,000), insuring TCPUD, its officers, directors, officials, employees, agents, and volunteers against all liability, claims, demands, damages, costs, or losses arising out of or in connection with TTAD's duties, operations and activities pursuant to this Agreement, including but not limited to use of the Easement Area or Heli-Pad by TTAD, its officers, employees, agents, independent contractors, volunteers or invitees.

The insurance shall be endorsed to name TCPUD, its directors, officers, officials, employees, agents and volunteers as additional insureds regarding liability arising out of TTAD'S duties, activities and operations under this Agreement. TTAD shall provide TCPUD with ISO CG 2010 endorsement form or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to TCPUD, its directors, officers, officials,

employees, agents or volunteers. TTAD'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. TCPUD's insurance, if any, shall be excess and shall not contribute with TTAD's insurance.

TTAD, at its sole cost and expenses, shall maintain Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

TCPUD retains the right at any time to review the coverage, form and amount of each of the above insurance. If TCPUD determines that the insurance provisions set forth herein do not provide adequate protection, it may require TTAD to increase the minimum amounts of coverage or to obtain additional insurance. TCPUD's determination that increased or additional insurance coverage is required shall be limited to only what is reasonably necessary to protect against risks posed by operation of the Heli-Pad under the terms of this Agreement consistent with TTAD's insurance for its other real property used for aviation related purposes.

All of the above insurance is to be placed with insurers with a current A.M. Best's rating of A: VII or better, unless otherwise acceptable to TCPUD. Prior to the commencement of construction of the Heli-pad or the access to it, TTAD shall provide to TCPUD 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 TCPUD. The requirements as to the types, limits, and TCPUD's approval of insurance coverage to be maintained by TTAD are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by TTAD under this Agreement.

11. INDEMNIFICATION AND HOLD HARMLESS

TTAD shall protect, indemnify, hold harmless and defend TCPUD, 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 TCPUD'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 TTAD, 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"). TTAD's aforesaid indemnity, defense and hold harmless obligations, or portions or applications thereof, shall apply to the extent that the indemnified party did not contribute to the alleged or claimed damage or injury. Such indemnification, however, is subject to TCPUD, and any other parties claiming the right to be indemnified, providing written notice to TTAD of any such claim for damages under this Agreement for which this indemnification provision applies, within 15 days of TCPUD or any party claiming the right to be indemnified receiving notice of such claim.

Termination of this Agreement shall not release TTAD 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 TTAD, its employees, agents or independent contractors under this Agreement.

Submission of endorsements or insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve TTAD 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 TCPUD, or its directors, officers, officials, employees, volunteers or agents, by any employee of TTAD, 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 TTAD 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 TCPUD 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

Tahoe City Public Utility District
PO Box 5249
Tahoe City, CA 96145

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 TCPUD, 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

TAHOE CITY PUBLIC UTILITY
DISTRICT

By: _____
President, Board of Directors

By: _____
President, Board of Directors

Attest:

Attest:

By: _____
Secretary, Board of Directors

By: _____
Secretary, Board of Directors

Approved as to Form:

By: _____
TTAD Counsel

By: _____
TCPUD Counsel

DRAFT

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)
) ss.
County of)

On _____ before me, _____, Notary Public, personally appeared _____, 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.

Notary Public

Seal:

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)
) ss.
County of)

On _____ before me, _____, Notary Public, personally appeared _____, 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.

Notary Public

Seal:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached document is hereby accepted by the undersigned President of, and on behalf of, the Board of Directors of the TRUCKEE TAHOE AIRPORT DISTRICT pursuant to authority conferred by the Board of Directors on _____, by Resolution No. _____, and Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

TRUCKEE TAHOE AIRPORT DISTRICT

By:

Name:

Title: President, Board of Directors

ACKNOWLEDGMENT

A 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 _____) ss.

On _____ before me, _____, Notary Public, personally appeared _____, 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.

Notary Public

Seal

EXHIBIT "A"
HELIPAD EASEMENT
DESCRIPTION

Being a portion of those two properties as described in the Grant Deeds conveyed to the Tahoe City Public Utility District, being Parcel 2, as recorded in Book 2959, at Page 078, and also being Parcel 5, as recorded in Document No. 2012-0028861, Official Records of Placer County, California, said properties being located in Section 7, Township 15 North, Range 17 East, M.D.B. & M., and more particularly as described as follows:

Beginning at a point on the westerly line of said Parcel 5, as recorded in Document No. 2012-0028861, Official Records of Placer County, California which bears South 00°03'00" West, 36.31 feet, from the northwest corner of said Parcel 5, thence from said point of beginning the following seven (7) courses:

- 1) along said westerly line South 00°03'00" West, 75.11 feet;
- 2) departing said westerly line, South 61°33'09" East, 76.04 feet;
- 3) North 73°01'17" East, 127.06 feet;
- 4) North 00°27'13" East, 64.54 feet;
- 5) North 33°43'29" West, 119.09 feet;
- 6) South 65°07'47" West, 90.66 feet;
- 7) South 38°17'52" West, 65.28 feet, more or less to the point of beginning;

Above described helipad easement contains 26,979 feet, more or less.

The bearings used in this document are based upon those in the description of Parcel 5, as recorded in Document No. 2012-0028861, Official Records of Placer County, California.

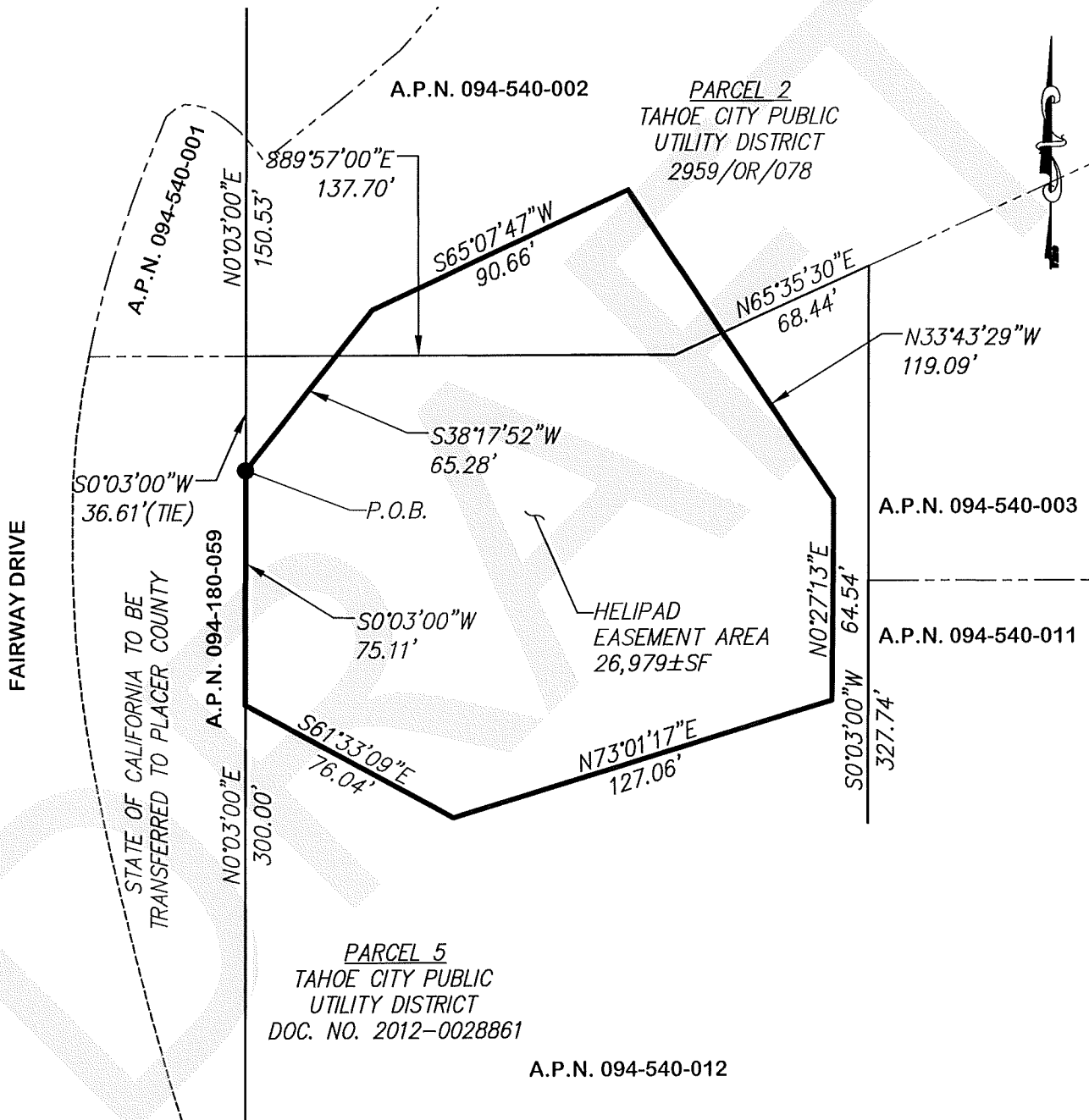
This helipad easement affects APN: 094-540-002 & 094-540-012.

EXHIBIT 'B'
HELIPAD EASEMENT EXHIBIT

BEING A PORTION OF PARCEL 5 AS DESCRIBED IN DOCUMENT NO. 2012-0028861 O.R.P.C. AND BEING A PORTION OF PARCEL 2, AS DESCRIBED DOCUMENT NO. 1986-2959078, O.R.P.C. ALSO BEING A PORTION OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
MARCH, 2017

CALIFORNIA
SCALE: 1"=50'



THE BEARINGS USED IN THIS DOCUMENT ARE BASED UPON THOSE IN THE DESCRIPTION OF PARCEL 5, AS RECORDED IN DOCUMENT NO. 2012-0028861, O.R.P.C.

WLS
WEBB LAND SURVEYING, INC.
3190 Fabian Way, Unit C
Tahoe City, CA 96145
P.O. Box 1222
Carnelian Bay, CA 96140
(530) 581-2599
FAX (530) 581-3231

PREPARED FOR:
TRUCKEE TAHOE AIRPORT DISTRICT
APN: 094-540-002 & -012 1648.09a
164809a helipad easement.dwg