

MEMORANDUM
DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: January 6, 2015

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: **ACCEPTANCE OF TWO EASEMENTS FROM THE NORTH TAHOE PUBLIC UTILITY DISTRICT REGARDING DOLLAR CREEK SHARED-USE TRAIL**

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works to execute a certificate of acceptance for two easements from the North Tahoe Public Utility District (NTPUD) for the purposes of gaining site control in order for Placer County to construct the Dollar Creek Shared-Use Trail. There is no net County cost.

BACKGROUND / SUMMARY

The Dollar Creek Shared-Use Trail project was approved by your Board on October 23, 2012. It is now slated for construction and is located near the Dollar Hill area above the north shore of Lake Tahoe where the existing Tahoe City nonmotorized trail ends at Dollar Drive and State Highway 28. The proposed Dollar Creek trail runs generally northeast a distance of 2.4 miles to connect with the Placer County maintained road known as Fulton Crescent Drive that accesses the Cedar Flat residential neighborhood (see attached map). The trail will cross or abut five distinct properties including Caltrans (Highway 28), private property at 3225 North Lake Blvd (Highway 28), NTPUD, California Tahoe Conservancy, and NV Energy. In order to construct the trail, the County must acquire site control from the five aforementioned property owners.

The requested action of your Board today addresses the property owned by the NTPUD known as the Firestone property with an area of approximately 85 acres. The Dollar Creek Trail alignment crossing the Firestone property resides mostly in County-owned North Rim Drive, an undeveloped road easement. The remainder of the Dollar Creek trail alignment, roughly 700 feet, resides on the Firestone property owned by the NTPUD with no easement conditions for County consideration. Two surveyed easements cover this section of trail alignment and represent the Department's request for acceptance and recording purposes (agreements and surveys attached).

Acceptance of the two easements is the first step in taking on the NTPUD's responsibilities of maintaining the Dollar Creek trail and potential future trail projects in the NTPUD jurisdiction. Even though the NTPUD Board of Directors directed their staff on December 11, 2014 to implement a property transfer agreement, transfer of the Firestone property from the NTPUD to the County cannot occur until utility easement surveys for existing and future utility infrastructure is completed, expected by April 2015. In the meantime, the Department requires site control of the full trail alignment immediately in order to ensure trail construction has the potential to be built with federal funding in 2015.

The attached easement agreements and associated surveys are contingent upon acceptance by the California Tahoe Conservancy. Once accepted by the County and NTPUD, the easement documentation will then be forwarded to the Conservancy for their consideration and requested approval.

As agreed to by the NTPUD Board of Directors at their December 11, 2014 meeting, the County would be responsible for a number of tasks including construction, operation and maintenance of the planned 2.4-mile Dollar Creek trail that crosses the Firestone property. In addition, the County will be responsible for planning and implementing additional trail projects to ultimately connect the proposed Dollar Creek trail to the NTPUD Regional Park in Tahoe Vista. These future trails will be implemented based on the availability of future funding. The acceptance of the two easements only commits the County to building the Dollar Creek Shared-Use Trail.

The Department has committed to a schedule for advertising the project for construction in spring 2015 with federal funding, and our federal partner has indicated this schedule should be maintained to ensure that construction can be fully supported with federal funding.

ENVIRONMENTAL

The County prepared a Mitigated Negative Declaration and Mitigation Monitoring Program for the 2.4-mile long Dollar Creek Shared-Use Trail project which was adopted by your Board on October 23, 2012.

FISCAL IMPACT

The estimated construction cost for the Dollar Creek trail is \$3,400,000 to be fully funded by the Federal Lands Access Program (FLAP). Operation and maintenance funding for the trail is estimated to be \$10,000 per mile per year, and this funding is yet to be identified, but could include local funding sources such as County transient occupancy taxes and park dedication fees. Funding for project construction will be provided by FLAP and administrated by the Central Federal Lands Division of the Federal Highway Administration. Therefore, the Department's 2015-16 FY Budget will only include nominal local funding of on the order of \$100,000 to oversee construction.

Attachments: Resolution
 Easement Agreements and Surveys
 Project Map

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS, OR HIS DESIGNEE, TO EXECUTE A CERTIFICATE OF ACCEPTANCE OF TWO EASEMENTS FROM THE NORTH TAHOE PUBLIC UTILITY DISTRICT TO PLACER COUNTY THAT CROSS THE FIRESTONE PROPERTY ON ASSESSOR PARCEL NO. 93-010-37 FOR THE PURPOSES OF BUILDING THE DOLLAR CREEK SHARED-USE TRAIL

Resol. No. _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on _____ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Placer, State of California, that this Board authorizes the Director of Public Works, or his designee, to execute a certificate of acceptance of two easements from the North Tahoe Public Utility District NTPUD to Placer County for construction of the Dollar Creek Shared-Use Trail.

Recording Requested By:
COUNTY OF PLACER

After Recording Return To:
Department of Public Works
3091 County Center Drive, Suite 220
Auburn, CA 95603

Attention: John Weber

Space Above this Line for Recorder's Use

APN 93-010-37
Documentary Transfer Tax: \$0.00

MULTI-PURPOSE TRAIL EASEMENT AGREEMENT

This Multi-Purpose Trail Easement Agreement (herein "Agreement") is entered into on those dates set forth below by and between the North Tahoe Public Utility District (herein "District"), as Grantor, and the County of Placer, State of California (herein "County") as Grantee.

WHEREAS:

- A. County, by action of its Board of Supervisors, accepted North Rim Drive on behalf of the public on February 22, 1977 as part of the approval of The North Rim Unit No. 1, filed in Book K of Maps, Page 94, Placer County Records. Said acceptance remains valid.
- B. District obtained fee ownership of certain real property (herein "the Property") by Grant Deed dated July 3, 1990, recorded as Document No. 90-042559 in the Official Records of Placer County. Said fee ownership was taken subject to County's dedicated rights to North Rim Drive.
- C. Prior to obtaining said fee ownership District processed and adopted environmental documents regarding a Class 1 Bicycle Trail to be constructed, owned, operated and maintained by District. Said District Trail crossed the Property and did not include any trailhead or parking area on the Property. Said District Trail was never constructed due to subsequent environmental and financing issues.
- D. County now desires to construct a County-owned Class 1 Multi-Purpose Trail, a portion of which crosses the Property. Except for the portion of the County's Multi-Purpose Trail located within the easement areas described in a Multi-Purpose Trail Easement and a Highway Easement to be recorded concurrently, the portion of County's Multi-Purpose Trail located on the Property is located entirely on North Rim Drive which was accepted by County on February 22, 1977.
- E. County has never requested that the District Board of Directors approve the design or construction of County's Multi-Purpose Trail.
- F. County has never requested that the District Board of Directors agree to maintain its

County-owned Multi-Purpose Trail at District expense and the District Board of Directors has never agreed to maintain either the portion of said Multi-Purpose Trail proposed to be located on either North Rim Drive or outside of North Rim Drive.

- G. County needs no District action to construct the portion of County's Multi-Purpose Trail located within North Rim Drive; however County needs easements from District to construct the portion of County's Multi-Purpose Trail located on the Property but not within North Rim Drive.
- H. County desires that District provide County easements in order for County to construct its Multi-Purpose Trail and District is willing to do so subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, DISTRICT and COUNTY agree as follows:

1. In consideration of the mutual promises contained herein and other consideration, District hereby grants to County, subject to the terms of this Agreement, an Easement in gross for Multi-Purpose Trail purposes for non-motorized ingress and egress together with the right of construction, management, operation, maintenance, and all appurtenances pertaining thereto upon, over, under and across all that real property situated in the County of Placer, State of California, described in Exhibits "A" and "B" attached hereto.
2. County agrees to assume any District obligation to manage, operate and/or maintain any portion of County's Multi-Purpose Trail. In the event that District is required to manage, operate and/or maintain any portion of County's Multi-Purpose Trail, County shall reimburse District for District's costs of management, operation and/or maintenance.
3. The Easement herein is SUBJECT to a right of entry by the District in the event that any essential term or condition of that certain grant agreement for the acquisition of real property, No. CTA-7038, entered into between State, acting by and through the California Tahoe Conservancy and the North Tahoe Public Utility District on June 21, 1988, as amended in CTA-7038-1 and CTA-7038-2, is violated, or the Easement is ever used in a manner inconsistent with the provisions of the Lake Tahoe Acquisitions Bond Act (Government Code Section 66950 et seq.). Exercise of said right of entry shall be by District's recordation of a notice of the default of the County under said agreement and shall have the effect of vesting full County title to the hereinabove described Easement in District at the expiration of thirty (30) days from the recordation of said notice.

The right of entry created herein is subject to the provisions of California Civil Code Sections 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

4. County waives all claims against District, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Easement, the issuance, exercise, use or implementation of this Easement, and/or the rights herein granted. County further agrees to protect, save, hold harmless, indemnify and defend District, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or

incurred by District, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Easement, exercise by County of the rights herein granted, County's use of the Easement and/or the Multi-Purpose Trail for which this Easement is granted, except those arising out of the sole active negligence or willful misconduct of District. County will further cause such indemnification and waiver of claims in favor of District to be inserted in each contract that County executes for the provision of services in connection with the Multi-Purpose Trail for which this Easement is granted.

5. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
6. This Agreement constitutes the entire agreement between District and County relating to the topics contained herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by District and County.
7. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of District and County, and shall be deemed covenants that run with the land.

Dated: _____

GRANTOR
North Tahoe Public Utility District

By _____

GRANTEE
County of Placer

Dated: _____

By _____

EXHIBIT "A"

All that portion of the land described in the Grant Deed to North Tahoe Public Utility District, dated July 3, 1990, recorded in Document No. 90-042559, Official Records of Placer County, situated in Section 33, Township 16 North, Range 17 East, M.D.M. County of Placer, State of California, lying within the following described 120' wide strip of land, The centerline of which is more particularly described as follows:

Beginning at a point on the North Easterly line of a Highway Easement to Placer County, described in Document No. , from which the quarter corner between Sections 32 and 33, bears the following two (2) courses: 1) NORTH 89°48'45" WEST a distance of 217.68 feet to a point on the section line between Sections 32 and 33, and 2) Along said section line SOUTH 0°11'15 West a distance of 1196.17 feet. Thence from said point of beginning along said centerline, the following four (4) courses:

- 1.) Beginning with a curve, having a radius point bearing NORTH 62°55'46" WEST, thence 9.52 feet along the arc of a 500.00 foot radius curve to the left, through a central angle of 01°05'29", (Chord, NORTH 26°31'30" EAST, 9.52')
- 2.) Thence 38.73 feet along the arc of a 400.00 foot radius tangent curve to the right, through a central angle of 05°32'49", (Chord, NORTH 28°45'10" EAST, 38.71');
- 3.) Thence NORTH 31°31'35" EAST a distance of 38.46 feet;
- 4.) Thence 37.62 feet along the arc of a 62.00 foot radius tangent curve to the left, through a central angle of 34°46'07", (Chord, NORTH 14°08'32" EAST, 37.05') to the Southerly right of way of Polaris Road, and the South Westerly right of way of North Rim Drive as shown on that map recorded in Book K of Maps, Page 94, Official Records of Placer County.

The sidelines of said strip shall be prolonged or shortened as to join a line which bears NORTH 58°01'34" WEST and SOUTH 58°01'34" EAST from said Point of Beginning to the South, and said Southerly right of way of Polaris Road, and said South Westerly right of way of North Rim Drive to the North.

Containing approximately
12,726 S.F.
0.29 Acre

The meridian of this description is identical to the East line of the North East quarter of Section 32 as shown on Record of Survey No.1555, recorded in Book 12, of Surveys, Page 156, Official Records of Placer County.

End of description.

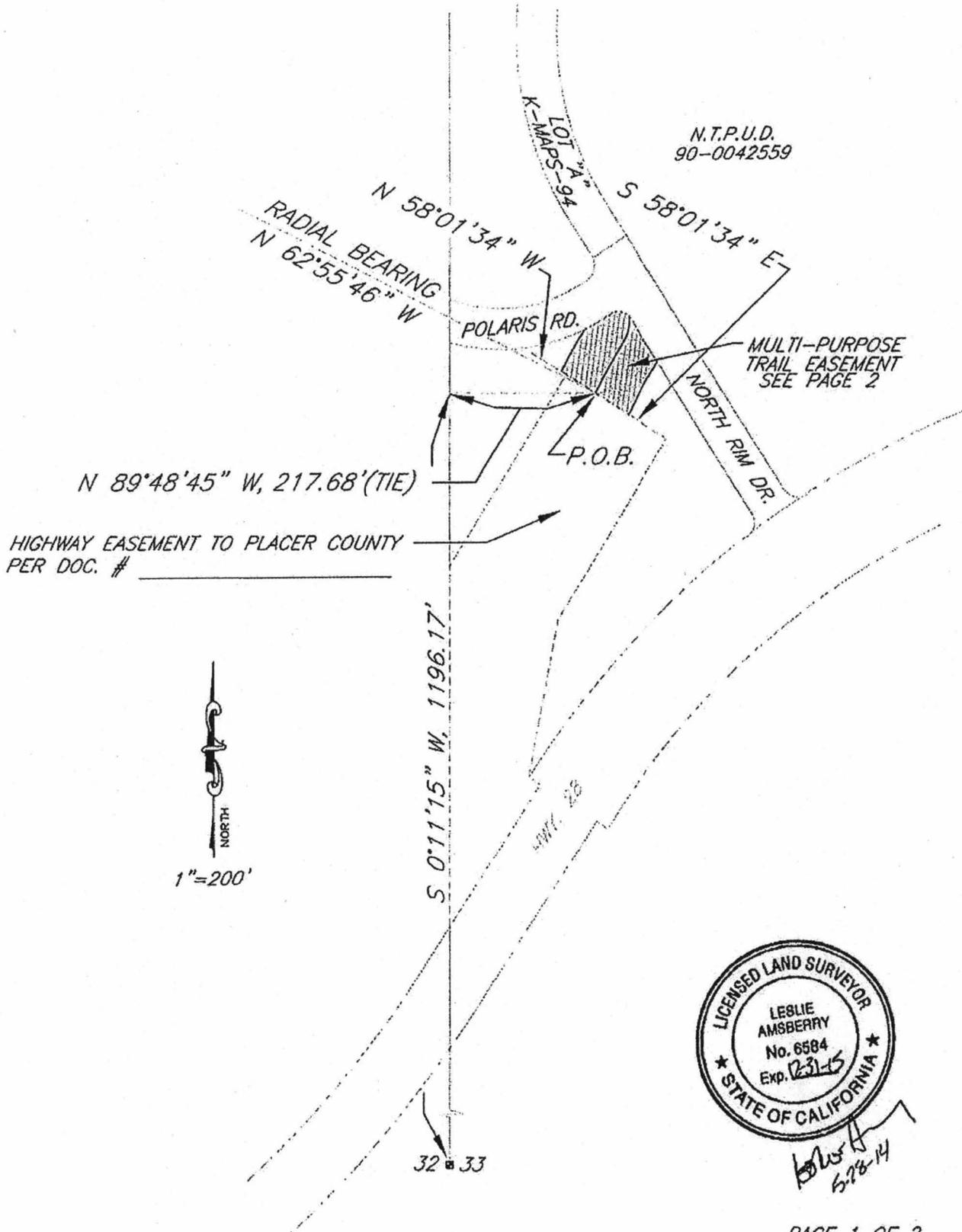
Description Prepared by or
under the supervision of:
County of Placer
CDRA-Engineering & Survey

By Leslie Amsberry
Leslie Amsberry, PLS 6584
Date 5-28-14



EXHIBIT "B"

N.T.P.U.D.
90-0042559



Handwritten signature and date:
 [Signature]
 5-28-14

LOT "A"
K-MAPS-94

EXHIBIT "B"



1"=30'

POLARIS RD.
K-MAPS-94

120' MULTIPURPOSE
TRAIL EASEMENT

MULTI-PURPOSE
TRAIL EASEMENT

D=34°46'07"
R=62.00'
L=37.62'
CHD=N 14°08'32" E,
37.05'

NORTH RIM DR.
K-MAPS-94

60'
N 31°31'35" E, 38.46'

60'

D=05°32'49"
R=400.00'
L=38.73'
CHD=N 28°45'10" E, 38.71'

N 58°01'34" W
RAD. BRG.
N 62°55'46" W

D=01°05'29"
R=500.00'
L=9.52'
CHD=N 26°31'30" E, 9.52'

P.O.B.

S 58°01'34" E

HIGHWAY EASEMENT TO PLACER COUNTY
PER DOC.# _____

Recording Requested By:
COUNTY OF PLACER

After Recording Return To:
Department of Public Works
3091 County Center Drive, Suite 220
Auburn, CA 95603

Attention: John Weber

Space Above this Line for Recorder's Use

APN 93-010-37
Documentary Transfer Tax: \$0.00

HIGHWAY EASEMENT AGREEMENT

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- A. County, by action of its Board of Supervisors, accepted North Rim Drive on behalf of the public on February 22, 1977 as part of the approval of The North Rim Unit No. 1, filed in Book K of Maps, Page 94, Placer County Records. Said acceptance remains valid.
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NOW, THEREFORE, DISTRICT and COUNTY agree as follows:

1. In consideration of the mutual promises contained herein and other consideration, District hereby grants to County, subject to the terms of this Agreement, an Easement in gross for road purposes and incidentals thereto, including utility rights, over, on, under and across all that real property situated in the County of Placer, State of California, described in Exhibits "A" and "B" attached hereto.
2. County agrees to assume any District obligation to manage, operate and/or maintain any portion of County's Multi-Purpose Trail. In the event that District is required to manage, operate and/or maintain any portion of County's Multi-Purpose Trail, County shall reimburse District for District's costs of management, operation and/or maintenance.
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Dated: _____

GRANTOR
North Tahoe Public Utility District

By _____

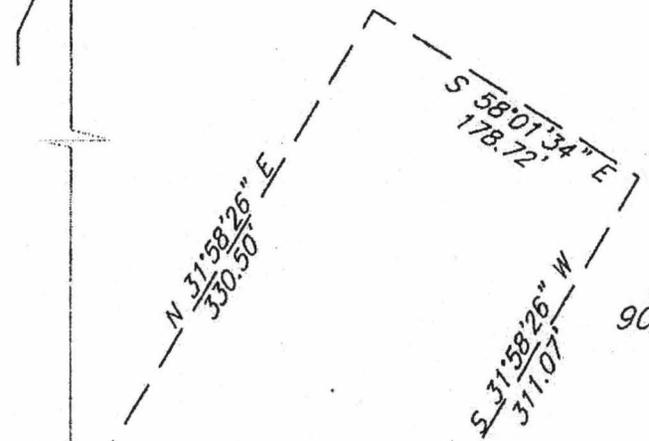
GRANTEE
County of Placer

Dated: _____

By _____



29 28 EXHIBIT "B"
32 33



N.T.P.U.D.
90-0042559

HIGHWAY
EASEMENT

N 0°11'15" E 2260.24'

N 0°11'15" E 533.96'

HIGHLANDS VILLAGE
2005-0088290

S 10°45'24" W
238.59'

S 57°09'25" E 20.00'

HWY. 28

S 32°50'36" E
250.60'

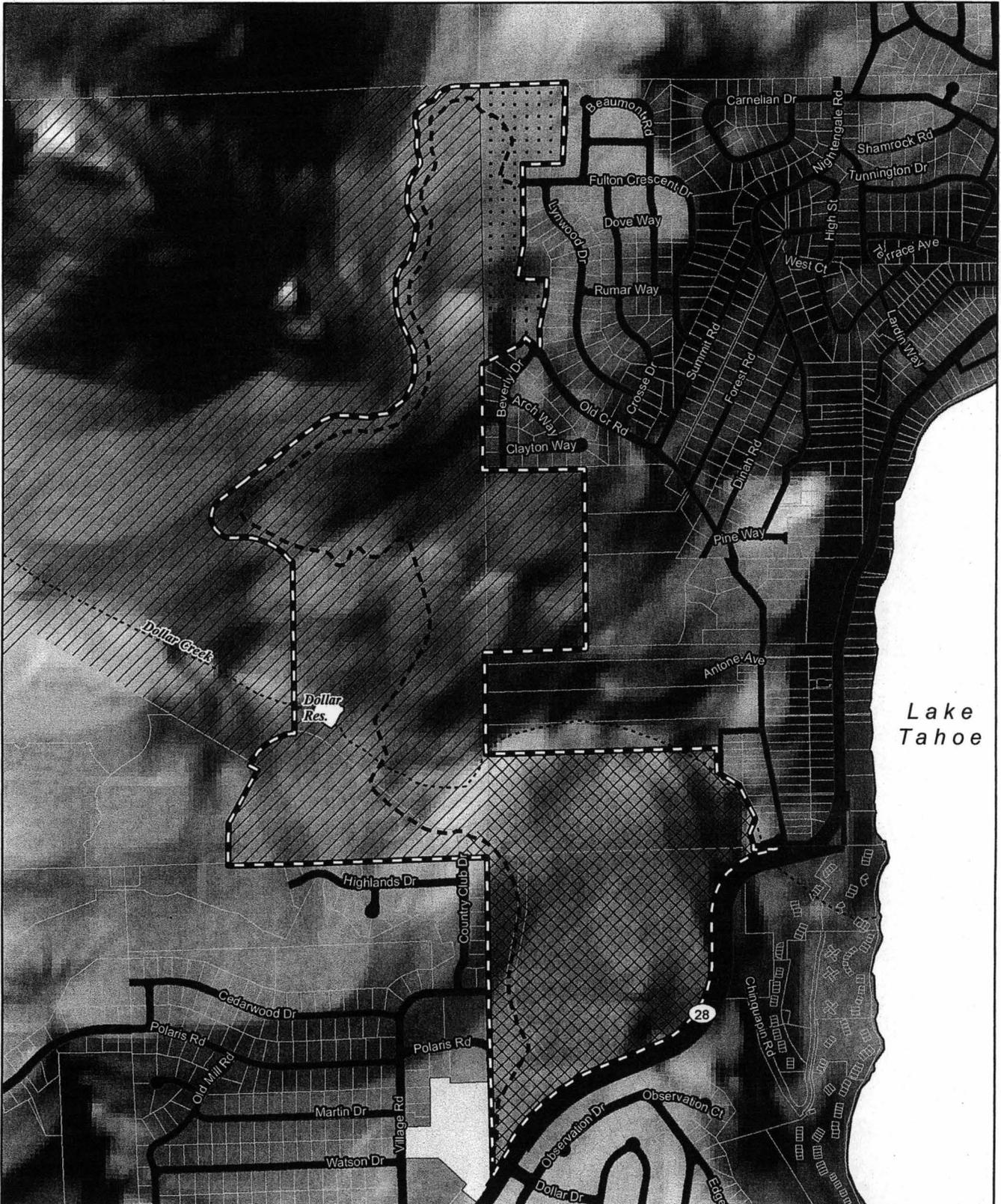
P.O.B.
HIGHWAY EASEMENT



LA
2-11-14

N 0°11'15" E, 408.29'

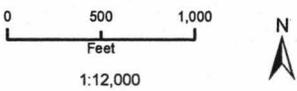
32 33



Lake Tahoe

-  Conservancy
-  NT PUD
-  NV Energy
-  Caltrans (SR 28)
-  Private

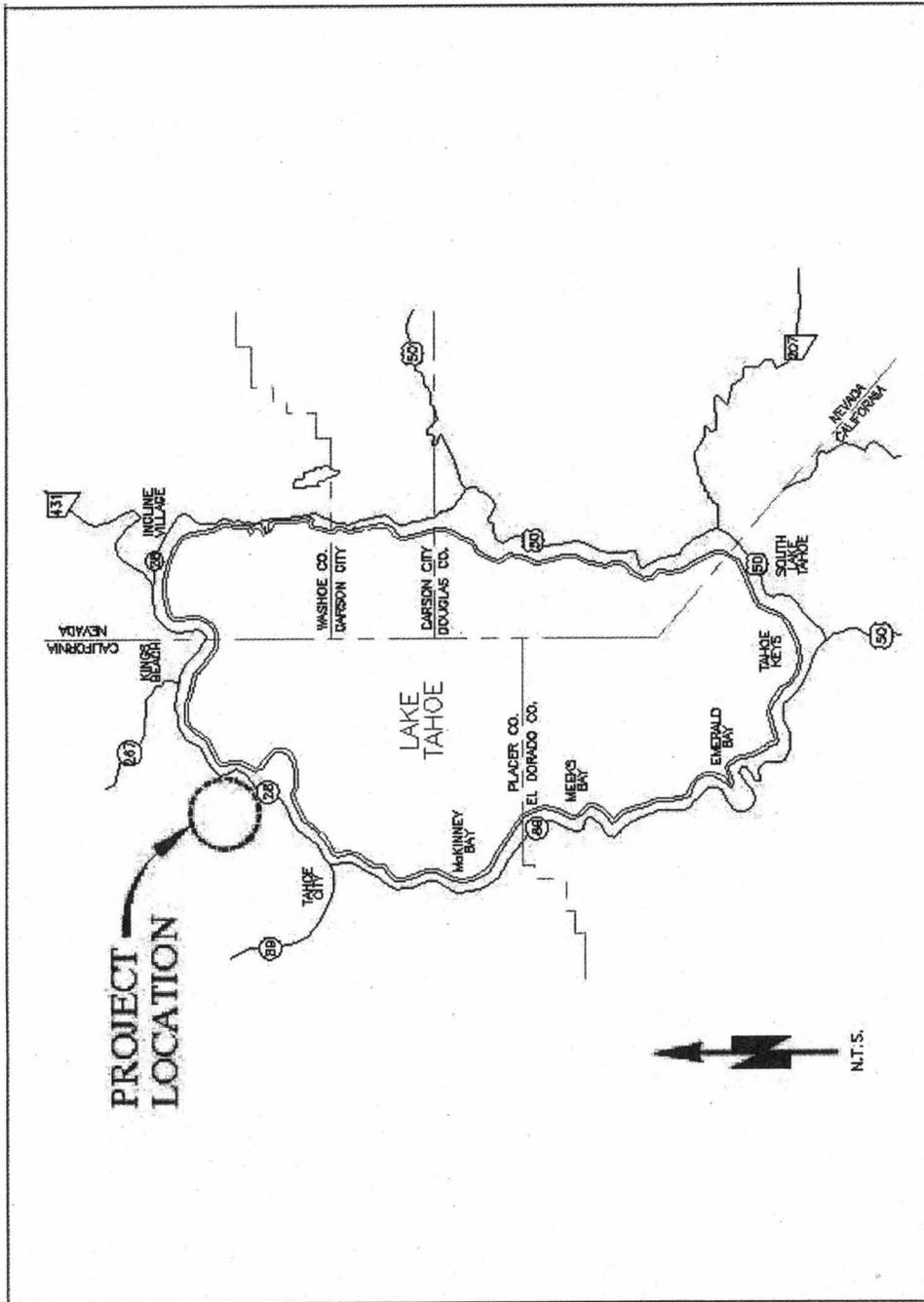
Dollar Creek Shared-Use Trail
Project Area Ownership



Data sources: Tahoe Regional Planning Agency, USGS National Hydrography Dataset, Placer County GIS, Nichols Consulting Engineers (2-16-2012). Map date: May 15, 2012.

**HAUGE BRUECK
ASSOCIATES**

435



VICINITY MAP
NOT TO SCALE