

**NO FEE DOCUMENT**

Government Code §6103 & §27383

Recorded at the request of  
City Clerk, South Lake  
Tahoe, California

**After Recording Return To:**  
City Clerk  
City of South Lake Tahoe  
1901 Airport Rd.  
South Lake Tahoe, CA 96150

Space above this line  
for Recorder's use only

County	Project	Owner Name	APN/Address	Easements	Exhibit
El Dorado	Al Tahoe Blvd Safety and Mobility Project	El Dorado County	025-010-23	Permanent	A and A-1
			1360 Johnson Bl	Temporary	B and B-1
			025-010-60	Permanent	C and C-1
			1041 Al Tahoe Bl	Temporary	D and D-1

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT OF MULTI-USE PATH EASEMENT**

Between the County of El Dorado and the City of South Lake Tahoe  
Grantor: El Dorado County, CA  
APN 025-010-23, 1360 Johnson Blvd., and APN 025-010-60, 1041 Al Tahoe Blvd.

THIS GRANT OF EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_,  
by and between the COUNTY OF EL DORADO, a political subdivision of the State of California hereinafter called "Grantor" and the CITY OF SOUTH LAKE TAHOE, a California municipal corporation hereinafter called "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 Exhibits A, A-1,B, B-1, C, C-1, D and D-1 (hereafter, "the Property.")

*WHEREAS*, Grantee intends to construct improvements on the Property for a multi-use path and transit shelter and, in order to assure future access by Grantee and the general public across the Property an easement is needed in perpetuity;

*WHEREAS*, the parties expect and intend that Grantee will construct multi-use path and transit shelter pad and transit shelter improvements on a portion of Grantor's land and in the locations described and depicted in Exhibits A, A-1, C, and C-1.

*WHEREAS*, the parties expect and intend that Grantee will need a temporary construction work area in order to construct the multi-use path improvements on a portion of Grantor's land described and depicted in Exhibits B, B-1, D and D-1.

*WHEREAS*, pursuant to Government Code section 25526.6, Grantor is authorized to convey and easement to Grantee because the conveyance is in the public interest and the interest convey will not substantially conflict or interfere with the use of the Property by the Grantor.

*NOW THEREFORE*, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, with no monetary compensation provided, Grantor hereby grants and conveys to Grantee and its successors, 1. A nonexclusive easement in perpetuity on the terms and subject to the limitations set forth herein, for the purpose of providing access for the general public (including bicycle, pedestrian, and non-vehicular traffic) for commuting and recreation purposes and, 2. A temporary construction easement for purposes of building the multi-use path and transit shelter. Said temporary easement shall terminate eighteen (18) months from the date of City Contractor's first entry on to the property, completion of the Project, or December 31, 2022, whichever occurs first – (hereafter, collectively, "the Easements.")

### 1. Description of the Easements

The Easements are for (1) the purpose of constructing, operating and maintaining a paved or public multi-use bicycle and pedestrian path and transit shelter including drainage improvements, landscaping, and other minor appurtenances as reasonably necessary for implementation of the public multi-use bicycle and pedestrian path; (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, underground utility lines, and path lighting. The Easements include the unrestricted, nonexclusive right to operate, maintain, inspect, repair, alter, and reconstruct all 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 Easements granted herein, or impairs the Grantee's improvements constructed hereunder or Grantee's reasonable exercise of its other rights under this instrument.

Grantor reserves and retains all existing land coverage rights on the Property under the requirements of the Tahoe Regional Planning Agency. Grantee agrees that Grantee does not have any right to transfer or use the existing land coverage rights on the Property and that Grantee will obtain, at its own expense, all land coverage rights required for the improvement, use and operation of the Easement.

### 3. Maintenance

Grantee agrees to maintain the improvements in a safe condition and in a manner which complies with all applicable State, federal, 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 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*; and (4) snow removal. 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 path in a safe and operable condition. All maintenance activities shall be in accordance with industry standards. Grantee shall be responsible, at its sole cost and expense, for ensuring compliance with the American Disabilities Act (ADA) requirements in the constructions, improvements, modification, use, and operation of the Multi-Use Path, including any modifications, retrofits, or alterations that may be required on the Subject Easement Properties for ADA compliance.

The route of travel that currently exists will connect the new transit shelter to the Government complex via an existing path located on City property (025-010-21) that will be connected to the Multi-Use trail and ADA compliant. The Multi-Use Trail will be ADA compliant from the transit shelter to the point where it connects to the path located on County property (025-010-60).

Grantor's basic maintenance shall consist of all maintenance and operations of the landscape and irrigation system to the back of newly aligned curb including both sides of the multi-use path.

If 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.

#### 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 ("Contractor") for construction or use of the Easement, or a portion thereof, such agreement(s) shall require that Grantee's contractor maintain and provide evidence to the County prior to commencement of work, the following insurance:

1. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by the State of California.
2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractor's liability and a \$2,000,000 aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is

required in the event motor vehicles are used by the Contractor in performance of the Contract.

4. If Grantee's contractor is a licensed professional and is performing professional services under a contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).

#### PROOF OF INSURANCE REQUIREMENTS:

1. Grantee shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as Additional Insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies; and any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the Additional Insured. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County as additional insured.
3. If Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of the contract with Grantee for not less than three (3) years following completion of performance of such contract.
4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS: Grantee shall include the following provisions in Grantee's contract with Contractor.

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Chief Administrative Office, Facilities Division, 3000 Fairlane Court, Suite One, Placerville, California 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of the contract, inclusive of the guarantee/warranty period specified herein. In the event said insurance coverage expires at any time or times during the term of the contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the contract may be terminated upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

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 Easements, as described in Paragraph 1, Description of Easements, 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.

#### 7. Liens

Grantee covenants and agrees to keep the Property free from any mechanics' or material suppliers' 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 paths, 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 County of El Dorado has duly authorized its undersigned, Chairman of the Board of Supervisors, to execute this Grant of Easement.

IN WITNESS WHEREOF, the parties hereto have entered in to this Grant of Easement on the date first written above.

GRANTOR: EL DORADO COUNTY

BY: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

Attest:  
Jim Mitrisin  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Deputy Clerk

GRANTEE: CITY OF SOUTH LAKE TAHOE

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

## EXHIBIT 'A'

### PERMANENT EASEMENT

APN 025-010-23

An easement for right of way purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land quit claimed to the County of El Dorado, a political subdivision of the State of California, in Book 1146 at Page 336, recorded on September 12<sup>th</sup>, 1972, Official Records of El Dorado County, situate within Lot 14 of Section 3, T.12 N., R.18 E., M.D.M., City of South Lake Tahoe, El Dorado County, California.

BEGINNING at the Northwest corner of said tract of land, said point being on the Northeasterly right of way line of Al Tahoe Blvd., from said point a point of said right of way line marked by a 2" iron pipe tagged L.S. 2990 bears North 35° 24' 41" West along said right of way line for a distance of 108.00 feet; Thence from said POINT OF BEGINNING and leaving said right of way line and along the Northerly line of said tract of land North 88° 07' 54" East for a distance of 35.99 feet; Thence leaving said Northerly line South 35° 24' 41" East for a distance of 552.06 feet to a point on the common line of the Southerly line of said tract of land and the Northerly line of Johnson Blvd.; thence along said common line and the following two (2) consecutive courses and distances:

- 1) South 54° 35' 16" West for a distance of 5.00 feet; Thence
- 2) Along an arc of a curve to the right, having a radius of 25.00 feet, an central angle of 90° 00' 01", an arc length of 39.27 feet and a chord bearing of North 80° 24' 39" West for a distance of 35.35 feet to a point on the Northeasterly right of way line of said Al Tahoe Blvd.;

Thence along said Northeasterly right of way line North 35° 24' 41" West for a distance of 546.95 feet to the POINT OF BEGINNING.

Containing 16,725± sq. ft. more or less.

The Basis of Bearings for this description is California State Plane Coordinate System, NAD83, Zone 2, Epoch 1991.35. Distances shown here on are ground distances. Multiply distances by 0.99962 to obtain grid distances



LEGAL DESCRIPTION PREPARED BY:  
Guillermo Enrique Carey, PLS 7954  
MAPCA SURVEYS, INC.  
580 Mount Rose Street, Reno, NV 89509

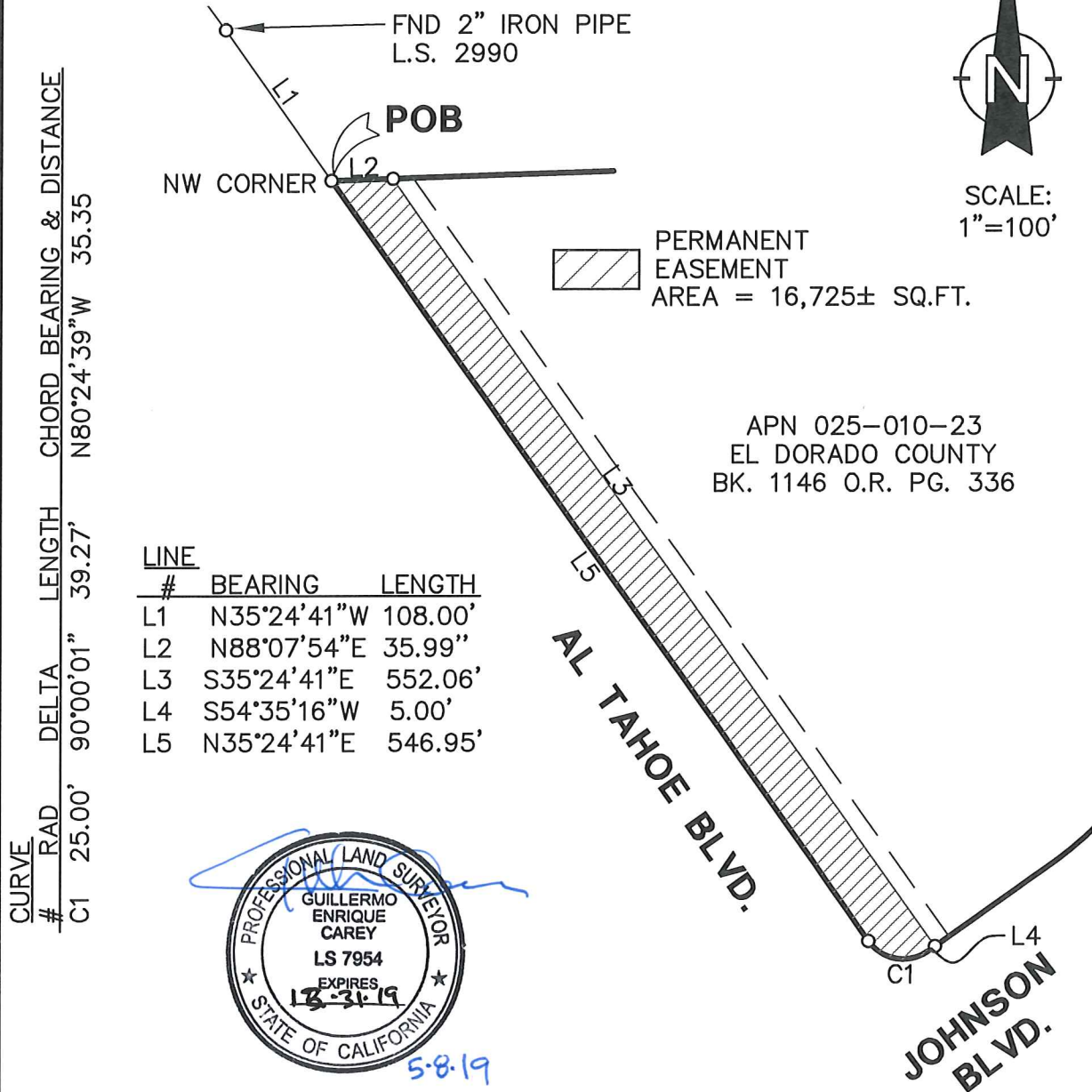


**BASIS OF BEARING**

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 2, EPOCH 1991.35. DISTANCES SHOWN HERE ON ARE GROUND DISTANCES. MULTIPLY DISTANCES BY 0.99962 TO OBTAIN GRID DISTANCES.



SCALE:  
1"=100'



CURVE #	RAD	DELTA	LENGTH	CHORD BEARING & DISTANCE
C1	25.00'	90°00'01"	39.27'	N80°24'39"W 35.35'

LINE #	BEARING	LENGTH
L1	N35°24'41"W	108.00'
L2	N88°07'54"E	35.99"
L3	S35°24'41"E	552.06'
L4	S54°35'16"W	5.00'
L5	N35°24'41"E	546.95'

PERMANENT EASEMENT  
AREA = 16,725± SQ.FT.

APN 025-010-23  
EL DORADO COUNTY  
BK. 1146 O.R. PG. 336



**EXHIBIT "A-1"**  
**PERMANENT EASEMENT**

A PORTION OF LOT 14, SEC. 3  
T12N. R18E M.D.M.  
CITY OF SOUTH LAKE TAHOE – EL DORADO COUNTY – CALIFORNIA

## EXHIBIT 'B'

### TEMPORARY EASEMENT

APN 025-010-23

An easement for temporary construction purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land quit claimed to the County of El Dorado, a political subdivision of the State of California, in Book 1146 at Page 336, recorded on September 12<sup>th</sup>, 1972, Official Records of El Dorado County, situate within Lot 14 of Section 3, T.12 N., R.18 E., M.D.M., City of South Lake Tahoe, El Dorado County, California.

COMMENCING at the Northwest corner of said tract of land, said point being on the Northeasterly right of way line of Al Tahoe Blvd., from said point, a point of said right of way line marked by a 2" iron pipe tagged L.S. 2990 bears North 35° 24' 41" West along said right of way line for a distance of 108.00 feet; Thence from said POINT OF COMMENCEMENT and leaving said right of way line and along the Northerly line of said tract of land North 88° 07' 54" East for a distance of 35.99 feet to the TRUE POINT OF BEGINNING; thence continuing along said Northerly line North 88° 07' 54" East for a distance of 12.00 feet; thence leaving said Northerly line South 35° 24' 41" East for a distance of 545.43 feet to a point on the common line of the Southerly line of said tract of land and the Northerly line of Johnson Blvd; Thence along said common line South 54° 35' 16" West for a distance of 10.00 feet; thence leaving said common line North 35° 24' 41" West for a distance of 552.06 feet to the POINT OF BEGINNING.

Containing 5,487± sq. ft. more or less.

The Basis of Bearings for this description is California State Plane Coordinate System, NAD83, Zone 2, Epoch 1991.35. Distances shown here on are ground distances. Multiply distances by 0.99962 to obtain grid distances



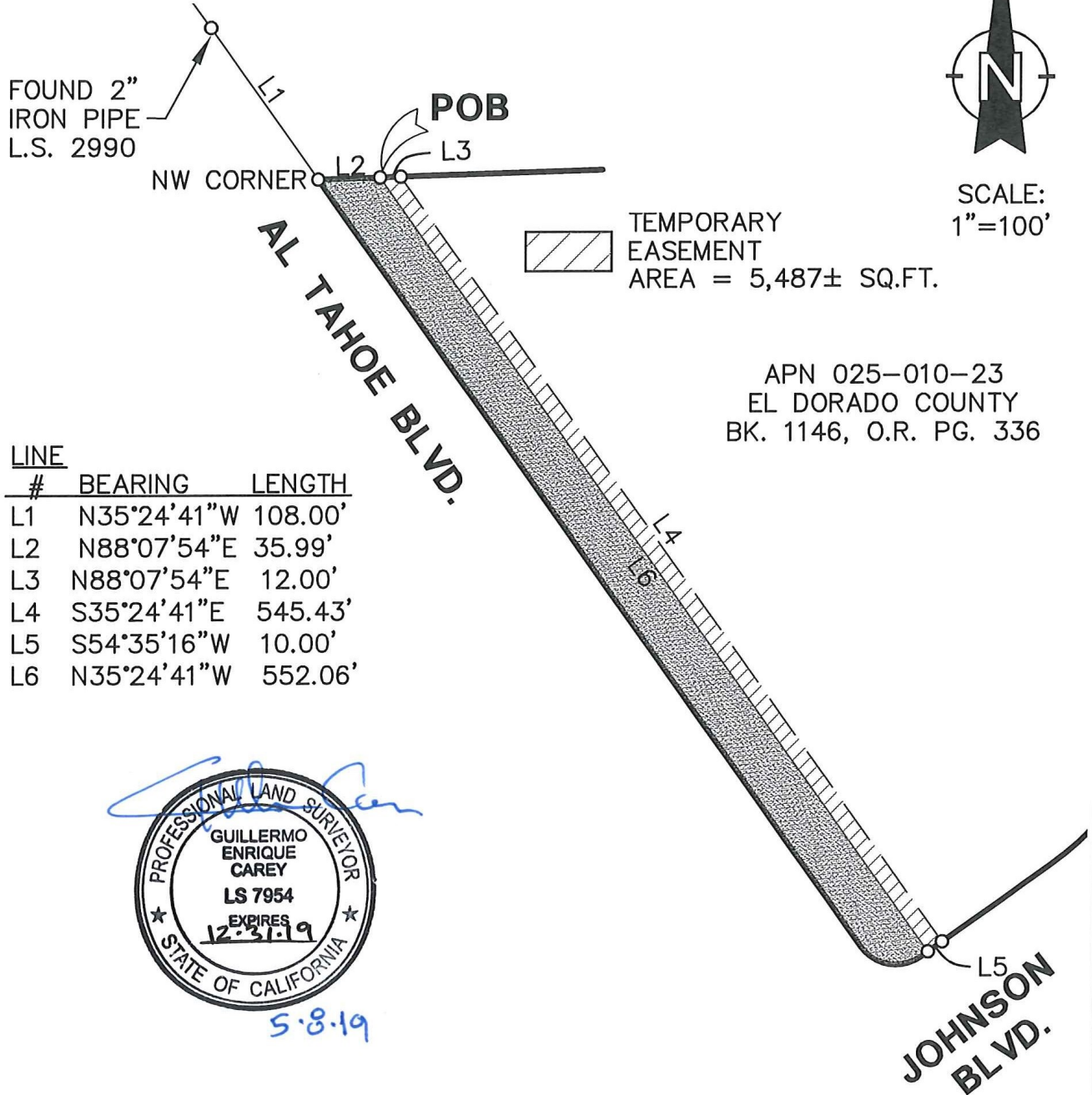
LEGAL DESCRIPTION PREPARED BY:  
Guillermo Enrique Carey, PLS 7954  
MAPCA SURVEYS, INC.  
580 Mount Rose Street, Reno, NV 89509

**BASIS OF BEARING**

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 2, EPOCH 1991.35. DISTANCES SHOWN HERE ON ARE GROUND DISTANCES. MULTIPLY DISTANCES BY 0.99962 TO OBTAIN GRID DISTANCES.



SCALE:  
1"=100'



TEMPORARY  
EASEMENT  
AREA = 5,487± SQ.FT.

APN 025-010-23  
EL DORADO COUNTY  
BK. 1146, O.R. PG. 336

LINE #	BEARING	LENGTH
L1	N35°24'41"W	108.00'
L2	N88°07'54"E	35.99'
L3	N88°07'54"E	12.00'
L4	S35°24'41"E	545.43'
L5	S54°35'16"W	10.00'
L6	N35°24'41"W	552.06'



**EXHIBIT "B-1"**  
**TEMPORARY EASEMENT**

A PORTION OF LOT 14, SEC. 3  
T12N. R18E M.D.M.  
CITY OF SOUTH LAKE TAHOE – EL DORADO COUNTY – CALIFORNIA

## EXHIBIT 'C'

### PERMANENT EASEMENT

APN 025-010-60

An easement for right of way purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land described as Parcel A, as shown on that certain map entitled "Parcel Map" filed April 17, 1991, in Book 42 of Parcel Maps at Page 117, in the office of the Recorder of the County of El Dorado, situate within the Section 3, T.12 N., R.18 E., M.D.M., City of South Lake Tahoe, El Dorado County, California.

BEGINNING at the most Northwesterly corner of said Parcel A, as shown on the above described "Parcel Map", marked by a  $\frac{3}{4}$ " iron pipe with a  $1\frac{1}{2}$ " aluminum cap stamped L.S. 4029, said point being on the common line of said Parcel A and Parcel B of the above described "Parcel Map" and the Northerly right of way line of Al Tahoe Blvd.; thence from said POINT OF BEGINNING and long the common line of said Parcel A and Parcel B North  $88^{\circ} 07' 54''$  East for a distance of 47.29 feet; Thence leaving said common line and along an arc of a curve to the right, having a radius of 650.00 feet, a central angle of  $17^{\circ} 56' 58''$ , an arc length of 203.63 feet and a chord bearing of South  $68^{\circ} 38' 22''$  East for a distance of 202.80 feet to a point on the Southerly line of said Parcel A; Thence along said Southerly line South  $88^{\circ} 07' 54''$  West for a distance of 19.15 feet to a point on the common line of the Westerly line of said Parcel A and the Northerly right of way line of Al Tahoe Blvd.; Thence along said common line and along an arc of a curve to the left, having a radius of 640.00 feet, a central angle of  $20^{\circ} 36' 18''$ , an arc length of 230.16 feet and a chord bearing of North  $71^{\circ} 25' 05''$  West for a distance of 228.92 feet to the POINT OF BEGINNING.

Containing 2,157± sq. ft. more or less.

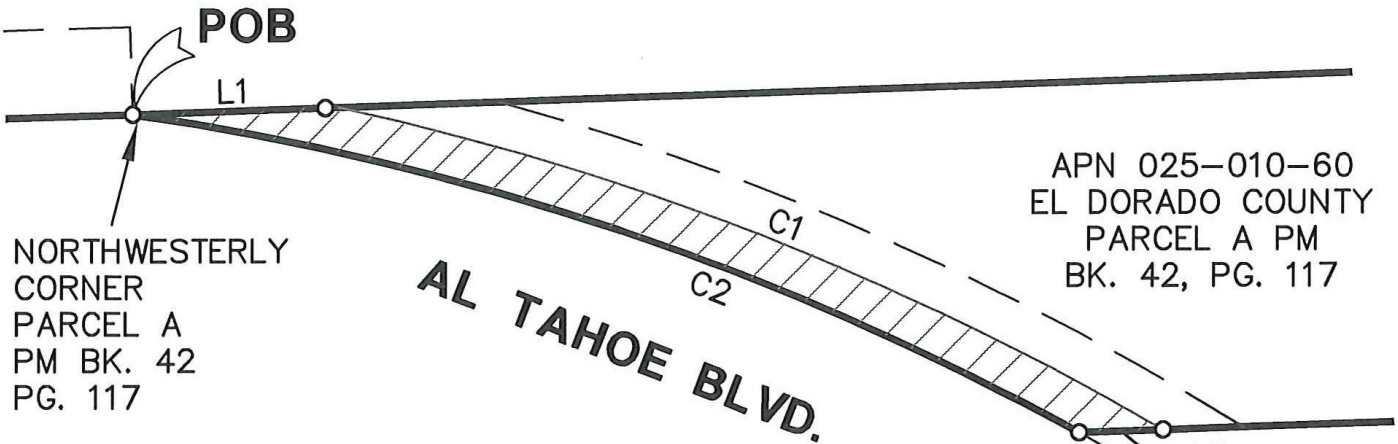
The Basis of Bearings for this description is California State Plane Coordinate System, NAD83, Zone 2, Epoch 1991.35. Distances shown here on are ground distances. Multiply distances by 0.99962 to obtain grid distances



LEGAL DESCRIPTION PREPARED BY:  
Guillermo Enrique Carey, PLS 7954  
MAPCA SURVEYS, INC.  
580 Mount Rose Street, Reno, NV 89509

**BASIS OF BEARING**

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 2, EPOCH 1991.35. DISTANCES SHOWN HERE ON ARE GROUND DISTANCES. MULTIPLY DISTANCES BY 0.99962 TO OBTAIN GRID DISTANCES.




LINE #	BEARING	LENGTH
L1	N88°07'54"E	47.29'
L2	S88°07'54"W	19.15'

CURVE #	RAD	DELTA	LENGTH	CHORD BEARING & DISTANCE
C1	650.00'	17°56'58"	203.63'	S68°38'22"E 202.80'
C2	640.00'	20°36'18"	230.16'	N71°25'05"W 228.92'



SCALE: 1"=50'



 PERMANENT EASEMENT AREA = 2,157± SQ.FT.

**EXHIBIT "C-1"  
PERMANENT EASEMENT**

A PORTION OF PARCEL A PARCEL MAP BOOK 42 AT PAGE 117,  
EL DORADO COUNTY  
CITY OF SOUTH LAKE TAHOE – EL DORADO COUNTY – CALIFORNIA  
PTN. SECTION 3  
T.12N., – R.18E., M.D.M

## EXHIBIT 'D'

### TEMPORARY EASEMENT

APN 025-010-60

An easement for temporary construction purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land described as Parcel A, as shown on that certain map entitled "Parcel Map" filed April 17, 1991, in Book 42 of Parcel Maps at Page 117, in the office of the Recorder of the County of El Dorado, situate within the Section 3, T.12 N., R.18 E., M.D.M., City of South Lake Tahoe, El Dorado County, California.

COMMENCING at the most Northwesterly corner of said Parcel A, as shown on the above described "Parcel Map", marked by a  $\frac{3}{4}$ " iron pipe with a  $1\frac{1}{2}$ " aluminum cap stamped L.S. 4029, said point being on the common line of said Parcel A and Parcel B of the above described "Parcel Map" and the Northerly right of way line of Al Tahoe Blvd.; thence from said POINT OF COMMENCEMENT and long the common line of said Parcel A and Parcel B North  $88^{\circ} 07' 54''$  East for a distance of 47.29 feet to the true POINT OF BEGINNING; Thence along said common line North  $88^{\circ} 07' 54''$  East for a distance of 36.71 feet; thence leaving said common line and along an arc of a curve to the right, having a radius of 660.00 feet, a central angle of  $16^{\circ} 12' 40''$ , an arc length of 186.74 feet and a chord bearing of South  $66^{\circ} 25' 03''$  East for a distance of 186.12 feet to a point on the Southerly line of said Parcel A; Thence along said Southerly line South  $88^{\circ} 07' 54''$  West for a distance of 18.42 feet; Thence leaving said common line and along an arc of a curve to the left, having a radius of 650.00, a central angle of  $17^{\circ} 56' 58''$ , an arc length of 203.63 feet and a chord bearing of North  $68^{\circ} 38' 22''$  West for a distance of 202.80 feet to the POINT OF BEGINNING.

Containing 1,947± sq. ft. more or less.

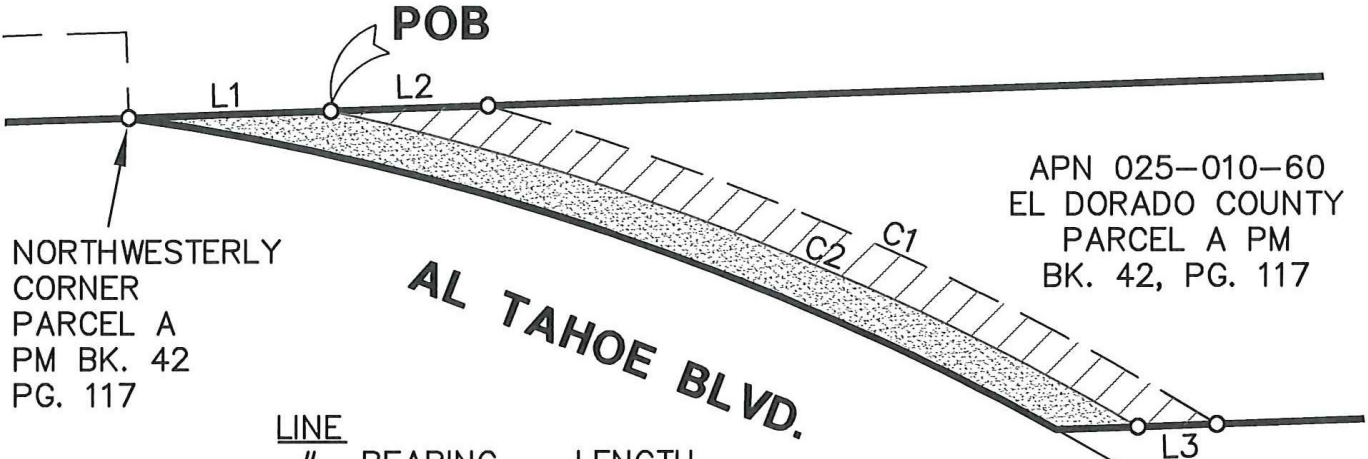
The Basis of Bearings for this description is California State Plane Coordinate System, NAD83, Zone 2, Epoch 1991.35. Distances shown here on are ground distances. Multiply distances by 0.99962 to obtain grid distances



LEGAL DESCRIPTION PREPARED BY:  
Guillermo Enrique Carey, PLS 7954  
MAPCA SURVEYS, INC.  
580 Mount Rose Street, Reno, NV 89509

**BASIS OF BEARING**

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE 2, EPOCH 1991.35. DISTANCES SHOWN HERE ON ARE GROUND DISTANCES. MULTIPLY DISTANCES BY 0.99962 TO OBTAIN GRID DISTANCES.



LINE #	BEARING	LENGTH
L1	N88°07'54"E	47.29'
L2	N88°07'54"E	36.71'
L3	S88°07'54"W	18.42'

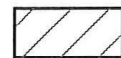
CURVE #	RAD	DELTA	LENGTH	CHORD BEARING & DISTANCE
C1	660.00'	16°12'40"	186.74'	S66°25'03"E 186.12'
C2	650.00'	17°56'58"	203.63'	N68°38'22"W 202.80'



SCALE: 1"=50'



5-8-19

 TEMPORARY EASEMENT AREA = 1,947± SQ.FT.

**EXHIBIT "D-1"  
TEMPORARY EASEMENT**

A PORTION OF PARCEL A PARCEL MAP BOOK 42 AT PAGE 117,  
EL DORADO COUNTY  
CITY OF SOUTH LAKE TAHOE – EL DORADO COUNTY – CALIFORNIA  
PTN. SECTION 3  
T.12N., – R.18E., M.D.M

PAGE 2 OF 2

# Deed Acceptance

**This is to certify** that the interests in real property conveyed by the foregoing Grant of a multi-use path easement, dated \_\_\_\_\_, from **El Dorado County** for the real property situated at 1360 Johnson Blvd. on APN 025-010-23 and 1041 Al Tahoe Bl on APN 025-010-60 in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in Exhibits "A", "A-1", "C", and "C-1" hereinbefore set forth, to the **City of South Lake Tahoe**, a municipal corporation, is hereby accepted by the undersigned on behalf of the City, pursuant to authority conferred by resolution of the City Council of the City of South Lake Tahoe adopted on April 18, 1972, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

City of South Lake Tahoe,  
a municipal corporation

By: \_\_\_\_\_  
Frank Rush, City Manager

Attest:

\_\_\_\_\_  
Sue Blankenship, City Clerk