

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Department of Transportation  
El Dorado County  
924 Emerald Bay Road  
South Lake Tahoe, CA 96150  
APN: 016-381-005

Recorded in Official Records  
County of El Dorado  
Janelle K. Horne  
Recorder-Clerk

**2023-0004658**

02/15/2023  
11:20:14 AM  
SLT

Titles: 1 Pages: 5

KP

Fees: \$26.00  
Taxes: \$0.00  
CA SB2 Fee: \$75.00  
Total: \$101.00



Above section for Recorder's use

## NOTICE OF DEED RESTRICTION AND COVENANT TO INDEMNIFY THE COUNTY OF EL DORADO

This Deed Restriction and Covenant to Indemnify the County of El Dorado is made and entered into by and between Christopher J McCune and Cathy A McCune, Trustees of The McCune Family Trust Dated 1/26/2015 ("Owners") and the County of El Dorado, a political subdivision of the State of California ("County"), with reference to the following facts:

**WHEREAS** Owners are the legal and record Owners of the real property described as El Dorado County Assessor's Parcel Number (APN) 016-381-005 whose legal description is as follows ("Property"):

### PARCEL ONE:

**LOT 4, UNIT NO. 2, SECTION 2, RUBICON PROPERTIES OF SAID LOT IS MARKED, DESIGNATED AND NUMBERED ON THE OFFICIAL MAP OF RUBICON PROPERTIES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, ON JUNE 16, 1958 IN BOOK B OF MAPS AT PAGE 98, RECORDS OF EL DORADO COUNTY.**

### PARCEL TWO:

**AN EASEMENT FOR INGRESS AND EGRESS TO AND FROM LAKE TAHOE AND THE RIGHT TO USE FOR BEACH ACTIVITIES OF THE BEACH AREA OF LOTS 13 AND 14, BLOCK G, RUBICON PROPERTIES, AS PER MAP RECORDED IN BOOK A, AT PAGE 42 OF MAPS, RECORDS OF EL DORADO COUNTY, AS AN APPURTENANCE TO PARCEL NO. 1 ABOVE TO BE USED IN COMMON WITH OTHER OWNERS OF LAND IN RUBICON PROPERTIES UNIT NO. 2.**

**WHEREAS**, the Property adjoins a County Maintained Road (Scenic Drive, hereinafter "Road") owned by the County as shown in Exhibit A attached, and by reference made a part hereof; and

**WHEREAS**, the Owners applied to the County to reduce the minimum 20 foot front yard building setback required by Sections 130.24.210 and 130.30.050 of the El Dorado County Code to 0 feet in order to allow for the construction of a garage within the setback area delineated or described on the Property as shown on Exhibit A attached, and by reference, made a part hereof; and

**WHEREAS**, the Zoning Administrator of the County granted Owners the requested setback variance (V21-0003), on the condition that Owners execute this Deed Restriction and Covenant to Indemnify the County of El Dorado. Owners acknowledge that the Property is directly benefited by the approval of Variance (V21-0003) and by the recording of this indemnity covenant. The parties intend that this indemnity covenant be recorded, be included in each subsequent conveyance of any interest in the Property and shall be binding on all successors and assigns of the Owners with regard to any interest in the Property; and

**WHEREAS**, all other setbacks and easements applicable to the Property, whether originating in the zoning code or by the subdivision map itself remain in effect; and

**NOW, THEREFORE**, for valuable consideration inclusive of the benefits conferred on the Property, the receipt of which is hereby acknowledged, Owners shall, to the fullest extent allowed by law, defend at their own expense, indemnify, and hold the County its officers, employees, agency and representatives harmless from and against any and all claims, actions, losses, injuries, damages and liability for damages, demands, actions, losses, costs, penalties and expenses or every name, kind, and description, including litigation cost and attorneys fees incurred, directly or indirectly arising out of, causally connected with, or resulting from the construction of the improvements within the reduced setback area authorized by Variance V21-0003, except for liability, claims, suits, losses, damages, or expenses arising from the sole negligence or willful acts of County, its officers and employees, or as expressly prescribed by statute. This duty to indemnify and hold County free and harmless includes the duties to defend, inclusive of this set forth in California Civil Code Section 2778. This duty of defense and indemnity shall run with the land and be binding upon any successor owner of any interest in the Property, and shall inure to the benefit of County and successor public agency providing snow removal and road maintenance services on Road.

This indemnity covenant is in effect from the date it is fully executed and continues in perpetuity.

Any dispute resolution action arising out of this instrument, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. In the event that there is any controversy, complaint, cause of action, or claim arising out of or relating to this indemnity covenant, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this indemnity covenant or in enforcing or defending the security obligations provided herein, the prevailing party shall be entitled to reasonable attorney's fees, including reasonable County Counsel fees, and costs if so incurred, costs and expenses.

Owners agree to include this indemnity covenant in its entirety in any grant, deed, or other real estate instrument that grants a successor owner any interest, in whole or in part, in the Property. Owners shall require the successor owner to agree to all of the provisions of this indemnity covenant, and shall record any subsequent grant, deed, or other real estate instrument in the Office of the El Dorado Recorder-Clerk. If Owners do not comply with this paragraph, County reserves the right to revoke the Variance or to require Owners to indemnify the County for any costs incurred to enforce this indemnity covenant with regard to a successor owner.

Owners shall record this instrument in the Office of the El Dorado County Recorder-Clerk as provided in Civil Code Section 1468.

IN WITNESS WHEREOF, the parties have fully executed this indemnity covenant on the date signed by County below.

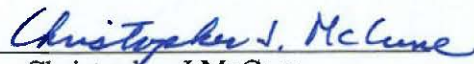
-- COUNTY OF EL DORADO --

By:   
Rafael Martinez  
Director of Transportation  
"County"


Dated: 2/14/23

-- Owners --

Christopher J McCune and Cathy A McCune,  
Trustees of The McCune Family Trust Dated 1/26/2015

By:   
Christopher J McCune  
"Owner"

Dated: 2-10-2023

By:   
Cathy A McCune  
"Owner"

Dated: 2/10/2023

(All signatures must be acknowledged by a Notary Public)

OWNER

ACKNOWLEDGMENT

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

State of California  
County of Placer

On Feb. 10<sup>TH</sup>, 2023 before me, Vincent E. Alfano, Notary Public,  
(here insert name and title of the officer)

personally appeared Christopher J. McCune and Cathy A. McCune,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vincent E. Alfano

(Seal)

**Notice of Deed Restriction and Covenant to Indemnify the County of El Dorado  
Variance 21-0003 McCune**

**Exhibit A**



For additional clarity, the original image can be reviewed by contacting the  
 Department of Transportation, Discretionary Review Unit,  
 2850 Fairlane Court, Placerville, CA 95667