

**CONSENT TO EASEMENT AND
AGREEMENT TO SUBORDINATE**

This Consent to Easement and Agreement to Subordinate (“Agreement”) is entered into between the **City of South Lake Tahoe** (“City”), and the **County of El Dorado** (“County”), with reference to the following facts:

RECITALS

- A. County owns that certain real property located in El Dorado County, California, commonly referred to as APN 026-050-05, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. County and City have entered into a Memorandum of Understanding Between the County of El Dorado and the City of South Lake Tahoe For the Construction of the El Dorado Beach Improvement Project in the South Lake Tahoe Recreational Area and an Amendment to Lease of Real Property, which affect both APN 026-050-05 and APN 026-050-06, effective January 26, 2010.
- C. Caltrans proposes to construct certain water quality related improvements for their Project, identified as EA 03-43601 and EA 03-1A73U, along US Hwy. 50 from Trout Creek Bridge to Ski Run Blvd., and said improvements will be constructed along the frontage of APN 026-050-05.
- D. As part of the Caltrans Project, the County will grant certain easements to Caltrans, and other certain easements to the City, pursuant to the terms of the Cooperative Agreement No. 03-0307 between the City and Caltrans.
- E. In order to facilitate the granting of the various easements from the County to the City, and recognizing the easements are not a detriment to the City’s interest relative to their Lease and subsequent Amendments, the City will consent to the granting of the easements by the County and enter into this Agreement on the terms and conditions stated herein. The easements to be granted by the County to the City are attached hereto as Exhibit B.

AGREEMENT

- 1. The City hereby consents to the granting of easements shown in Exhibit B attached hereto, for and in consideration of the public benefits to be derived from the City’s operation and maintenance of improvements to be constructed within the easements, and the City agrees to subordinate its Lease interests to the easement rights granted by the County.

2. The City acknowledges that it intentionally subordinates the priority of its lease interest in the Property, as evidenced by the easements shown in Exhibit B.
3. This Agreement shall inure to the benefit of and be binding upon any successors or assigns in interest of the parties hereto.
4. This Agreement contains the entire agreement between the parties hereto relating to the consent of the easements and the subordination of the City's interest in the Lease and the amendments thereto, and any agreements, understandings or representations not contained in this Agreement shall be null and void.
5. In any action at law or in equity between the parties hereto relating to this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs and expenses incurred.
6. This Agreement shall be effective as of the date last written below.
7. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

CITY OF SOUTH LAKE TAHOE

By: _____

Dated: _____

Its:

COUNTY OF EL DORADO

By: _____

Dated: _____

Norma Santiago, Chair
Board of Supervisors

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, CITY OF SOUTH LAKE TAHOE, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF LOT 1, OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

TRACT A, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON NOVEMBER 16, 1988 IN BOOK 16 OF RECORD OF SURVEY MAPS AT PAGE 30.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, A BRASS CAPPED BLM MONUMENT ON A 2 INCH PIPE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, SOUTH 89 DEG 49' WEST 550.00 FEET TO THE SOUTHWEST CORNER, A POINT FROM WHICH A 1-1/4 INCH CAPPED IRON PIPE STAMPED "LS 2403 EDC 1967" BEARS SOUTH 89 DEG 49' WEST 253.36 FEET DISTANT; THENCE NORTH 0 DEG 10' WEST 1310.85 FEET TO THE NORTHWEST CORNER, A POINT; THENCE NORTH 89 DEG 49' EAST 550.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A POINT; THENCE ALONG THE EAST LINE OF SAID SECTION 32, SOUTH 0 DEG 10' EAST 1310.85 FEET TO THE POINT OF COMMENCEMENT.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1-1/2 INCH CAPPED IRON PIPE STAMPED "LS 2403" SET IN A FENCE LINE ON THE WEST SIDE OF RUFUS ALLEN BLVD., AND FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 32, A BRASS CAPPED 2 INCH IRON PIPE STAMPED SECTION 32 AND B.L.M. BEARS SOUTH 7 DEG 07' EAST 547.63 FEET DISTANT; THENCE SOUTH 0 DEG 49' EAST 60.92 FEET TO THE SOUTHWEST CORNER, A POINT ON THE WEST SIDE OF RUFUS ALLEN BLVD.; THENCE SOUTH 85 DEG 58' WEST 240.00 FEET TO THE SOUTHWEST CORNER; THENCE NORTH 0 DEG 50' WEST 207.59 FEET TO THE NORTHEAST CORNER A POINT; THENCE SOUTH 87 DEG 48' EAST 240.00 FEET TO THE NORTHEAST CORNER, A 1 INCH CAPPED IRON PIPE STAMPED "LS 2403 1972" SET ON THE WEST SIDE OF RUFUS ALLEN BLVD. ; THENCE ALONG THE WEST SIDE OF RUFUS ALLEN BLVD. SOUTH 0 DEG 49' EAST 120.58 FEET TO THE POINT OF COMMENCEMENT.

A.P.N. 026-050-05-100

EXHIBIT "A"
LEGAL DESCRIPTION *continued*

PARCEL TWO:

A PORTION OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 50, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 33 BEARS SOUTH 19 DEG 49' 20" WEST 2467.4 FEET; THENCE FROM POINT OF BEGINNING ALONG SAID RIGHT OF WAY LINE AND BEING ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 1540.0 FEET, FOR A DISTANCE OF 65.85 FEET, THE CHORD OF WHICH BEARS NORTH 84 DEG 29' 30" WEST 65.65 FEET, THE SOUTHWEST CORNER; THENCE LEAVING SAID RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 20.00 FEET, FOR A DISTANCE OF 35.45 FEET, THE CHORD OF WHICH BEARS NORTH 43 DEG 31' 30" EAST 31.00 FEET; THENCE NORTH 7 DEG 16' 30" WEST 68.26 FEET, THE NORTHWEST CORNER; THENCE NORTH 74 DEG 43' 30" EAST 40.39 FEET; THE NORTHEAST CORNER; THENCE SOUTH 7 DEG 16' 30" EAST 108.00 FEET TO THE POINT OF BEGINNING.

A.P.N. 027-010-31-100

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF SOUTH LAKE TAHOE
Attn: City Clerk
1901 Airport Road, Suite 206
South Lake Tahoe, CA 96150

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

No Fee Per Government Code § 6103
No Document Transfer Tax per
Rev. & Taxation Code § 11922

GRANT OF NON-MOTORIZED AND UTILITY EASEMENT

This Easement Agreement (“Agreement”) is made this ____ day of _____ 2010, by and between County of El Dorado (“Grantor”) and the CITY OF SOUTH LAKE TAHOE, a municipal corporation (“Grantee”).

Recitals

- A. Grantor is the owner of that certain real property located in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by reference (the “Property”).
- B. Grantee desires to acquire an easement in gross for the purposes of non-motorized use and utility and lighting on, in and around or over the Property.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. For valuable consideration, receipt of which is acknowledged, Grantor hereby grants to Grantee, in perpetuity, a non-exclusive easement appurtenant to the Property as follows:

A. Easement. A non-exclusive easement as described in Exhibit “A” attached hereto, subject to the terms and conditions set forth in the Contribution Agreement dated _____, 2010, for the purposes of non-motorized and utility and lighting on, in, around or over the Property.

B. Secondary Easements. The easement granted herein includes incidental rights of maintenance, repair and replacement, necessary for continued use of the easement.

2. Tahoe Regional Planning Agency Land Coverage Calculations. The land coverage located within the acquired right-of-way and easement shall not be counted in the allowed land coverage calculations for the Grantor(s) property by Tahoe Regional Planning Agency or any other governmental entity.

3. Benefit and Burden. The easement granted herein shall run with and burden the Property. All obligation, terms, conditions and restrictions imposed herein shall be deemed to be covenants and restrictions running with the land, and shall bind the parties, and their successors, personal representatives and assigns.

4. Entire Agreement. This instrument, in conjunction with a Contribution Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof and supercedes all correspondence, verbal agreements, statements, promises and/or understandings, whether oral or written, with respect to the subject matter hereof, and no party shall be bound by any such correspondence, representations, statements, promises or understandings not specifically set forth in this instrument.

COUNTY:

CITY:

COUNTY OF EL DORADO

CITY OF SOUTH LAKE TAHOE

Dated: _____

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors

By: _____

Mayor

ATTEST:

Suzanne Allen De Sanchez
Clerk of the Board of Supervisors

ATTEST:

Susan Alessi, City Clerk

By: _____

Deputy Clerk

By: _____

(Acknowledgments Follow)

State of California } ss
County of _____

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
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.

Signature _____ (Seal)

Exhibit "A"

Parcel 032928-1

Being a portion of Lot 1 and the Southeast quarter of the Southeast quarter of Section 32, Township 13 North, Range 18 East, M. D. B. & M., as shown on The Record of Survey filed on November 16, 1988, in Book 16 of Record of Surveys at Page 30 in the Office of the County Recorder of El Dorado County, in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described as follows:

BEGINNING at the Southwest corner of Tract A of said Record of Survey, said point being on the Easterly Right of Way line of existing State Route 50;

THENCE along the Southerly line of said Tract A North 88°36'30" East, 20.00 feet;

THENCE North 01°08'21" West, 506.75 feet;

THENCE South 88°51'41" West, 20.00 feet to said Easterly Right of Way line of existing State Route 50;

THENCE along said Easterly Right of Way line South 01°08'21" East, 506.84 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above-described description are based on the California Coordinate System of 1983, Zone 2, as determined by ties to the California High Precision Geodetic Network, Epoch 1991.35. Distances are in feet unless otherwise noted. Divide distances by 0.99962 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature *Ginger J. Congi*
Professional Land Surveyor

Date 03/11/2010



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF SOUTH LAKE TAHOE
Attn: City Clerk
1901 Airport Road, Suite 206
South Lake Tahoe, CA 96150

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

No Fee Per Government Code § 6103
No Document Transfer Tax per
Rev. & Taxation Code § 11922

GRANT OF NON-MOTORIZED AND UTILITY EASEMENT

This Easement Agreement (“Agreement”) is made this ____ day of _____ 2010, by and between County of El Dorado (“Grantor”) and the CITY OF SOUTH LAKE TAHOE, a municipal corporation (“Grantee”).

Recitals

- A. Grantor is the owner of that certain real property located in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by reference (the “Property”).
- B. Grantee desires to acquire an easement in gross for the purposes of non-motorized use and utility and lighting on, in and around or over the Property.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. For valuable consideration, receipt of which is acknowledged, Grantor hereby grants to Grantee, in perpetuity, a non-exclusive easement appurtenant to the Property as follows:

A. Easement. A non-exclusive easement as described in Exhibit “A” attached hereto, subject to the terms and conditions set forth in the Contribution Agreement dated _____, 2010, for the purposes of non-motorized and utility and lighting on, in, around or over the Property.

B. Secondary Easements. The easement granted herein includes incidental rights of maintenance, repair and replacement, necessary for continued use of the easement.

2. Tahoe Regional Planning Agency Land Coverage Calculations. The land coverage located within the acquired right-of-way and easement shall not be counted in the allowed land coverage calculations for the Grantor(s) property by Tahoe Regional Planning Agency or any other governmental entity.

3. Benefit and Burden. The easement granted herein shall run with and burden the Property. All obligation, terms, conditions and restrictions imposed herein shall be deemed to be covenants and restrictions running with the land, and shall bind the parties, and their successors, personal representatives and assigns.

4. Entire Agreement. This instrument, in conjunction with a Contribution Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof and supercedes all correspondence, verbal agreements, statements, promises and/or understandings, whether oral or written, with respect to the subject matter hereof, and no party shall be bound by any such correspondence, representations, statements, promises or understandings not specifically set forth in this instrument.

COUNTY:

CITY:

COUNTY OF EL DORADO

CITY OF SOUTH LAKE TAHOE

Dated: _____

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors

By: _____

Mayor

ATTEST:

Suzanne Allen De Sanchez
Clerk of the Board of Supervisors

ATTEST:

Susan Alessi, City Clerk

By: _____

Deputy Clerk

By: _____

(Acknowledgments Follow)

State of California } ss
County of _____

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
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.

Signature _____ (Seal)

Exhibit "A"

Parcel 032928-3

Being a portion of Lot 1 and the Southeast quarter of the Southeast quarter of Section 32, Township 13 North, Range 18 East, M. D. B. & M., as shown on The Record of Survey filed on November 16, 1988, in Book 16 of Record of Surveys at Page 30 in the Office of the County Recorder of El Dorado County, in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described as follows:

COMMENCING at the Southwest corner of Tract A of said Record of Survey, said point being on the Easterly Right of Way line of existing State Route 50;

THENCE along said Easterly Right of Way line of existing State Route 50 the following courses:

(1) North 01°08'21" West, 1005.49 feet to the beginning of a non-tangent curve concave Easterly to which a radial line bears South 88°51'39" West, said curve has a radius of 989.62 feet;

(2) Northerly along said curve a distance of 710.19 feet through a central angle of 41°07'02" to the **POINT OF BEGINNING**;

THENCE leaving said Easterly Right of Way line of existing State Route 50 North 44°24'22" East, 111.24 feet;

THENCE North 56°00'28" East, 43.60 feet;

THENCE North 52°37'29" East, 112.97 feet;

THENCE North 48°47'27" East, 51.20 feet;

THENCE North 59°57'36" East, 71.84 feet;

THENCE North 72°04'24" East, 41.18 feet;

THENCE North 64°46'57" East, 91.38 feet;

THENCE North 70°35'47" East, 48.52 feet;

THENCE North 73°57'44" East, 148.59 feet;

THENCE North 86°43'31" East, 149.83 feet;

THENCE North 69°02'47" East, 79.50 feet;

THENCE North 21°02'03" West, 20.15 feet;

THENCE North 72°31'28" East, 85.84 feet;

THENCE North 01°26'58" West, 17.50 feet to said Easterly Right of Way line of existing State Route 50;

THENCE along said Easterly Right of Way line of existing State Route 50 the following courses:

(1) South 72°34'09" West, 472.72 feet to the beginning of a non-tangent curve concave Southeasterly to which a radial line bears North 17°25'51" West, said curve has a radius of 989.62 feet;

(2) Southwesterly along said curve a distance of 562.92 feet through a central angle of 32°35'28" to the **POINT OF BEGINNING**.

The bearings and distances used in the above-described description are based on the California Coordinate System of 1983, Zone 2, as determined by ties to the California High Precision Geodetic Network, Epoch 1991.35. Distances are in feet unless otherwise noted. Divide distances by 0.99962 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature *Ginger J. Congi*
Professional Land Surveyor

Date 03/11/2010



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF SOUTH LAKE TAHOE
Attn: City Clerk
1901 Airport Road, Suite 206
South Lake Tahoe, CA 96150

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GRANT OF NON-MOTORIZED AND UTILITY EASEMENT

This Easement Agreement (“Agreement”) is made this ____ day of _____ 2010, by and between County of El Dorado (“Grantor”) and the CITY OF SOUTH LAKE TAHOE, a municipal corporation (“Grantee”).

Recitals

- A. Grantor is the owner of that certain real property located in the City of South Lake Tahoe, County of El Dorado, State of California, more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by reference (the “Property”).
- B. Grantee desires to acquire an easement in gross for the purposes of non-motorized use and utility and lighting on, in and around or over the Property.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement. For valuable consideration, receipt of which is acknowledged, Grantor hereby grants to Grantee, in perpetuity, a non-exclusive easement appurtenant to the Property as follows:

A. Easement. A non-exclusive easement as described in Exhibit “A” attached hereto, subject to the terms and conditions set forth in the Contribution Agreement dated _____, 2010, for the purposes of non-motorized and utility and lighting on, in, around or over the Property.

B. Secondary Easements. The easement granted herein includes incidental rights of maintenance, repair and replacement, necessary for continued use of the easement.

2. Tahoe Regional Planning Agency Land Coverage Calculations. The land coverage located within the acquired right-of-way and easement shall not be counted in the allowed land coverage calculations for the Grantor(s) property by Tahoe Regional Planning Agency or any other governmental entity.

3. Benefit and Burden. The easement granted herein shall run with and burden the Property. All obligation, terms, conditions and restrictions imposed herein shall be deemed to be covenants and restrictions running with the land, and shall bind the parties, and their successors, personal representatives and assigns.

4. Entire Agreement. This instrument, in conjunction with a Contribution Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof and supercedes all correspondence, verbal agreements, statements, promises and/or understandings, whether oral or written, with respect to the subject matter hereof, and no party shall be bound by any such correspondence, representations, statements, promises or understandings not specifically set forth in this instrument.

COUNTY:

CITY:

COUNTY OF EL DORADO

CITY OF SOUTH LAKE TAHOE

Dated: _____

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors

By: _____

Mayor

ATTEST:

Suzanne Allen De Sanchez
Clerk of the Board of Supervisors

ATTEST:

Susan Alessi, City Clerk

By: _____

Deputy Clerk

By: _____

(Acknowledgments Follow)

State of California } ss
County of _____

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
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.

Signature _____ (Seal)

Exhibit "A"

PARCEL 032930-1

Being a portion of Lot A of Lakeview Pines Subdivision as shown on the Official Map thereof, filed in the office of the County Recorder of El Dorado County, State of California, on October 2, 1957, in Map Book B, Map No. 86 and a portion of Lot 4, Section 33, Township 13 North, Range 18 East, M.D.M., City of South Lake Tahoe, County of El Dorado, State of California, as described in the Quitclaim Deed recorded May 7, 1991, in Book 3549 at Page 311 of Official Records, in the office of the Recorder of said County more particularly described as follows:

COMMENCING at the Southeast corner of Tract A as shown on the Record of Survey filed on November 16, 1988, in Book 16 of Record of Surveys at Page 30, in the Office of the County Recorder of said County, marked by a 3 1/4" BLM Brass Monument. Thence along the Easterly line of said Tract A the following two courses:

- (1) North 01°31'11" West, 1321.34 feet;
- (2) North 01°26'58" West, 775.85 feet to the Northeast corner of said Tract A, said point being on the Southerly Right of Way line of existing State Route 50;

THENCE along said Southerly Right of Way line the following courses:

- (1) North 72°34'09" East, 290.02 feet to the beginning of a tangent curve concave Southerly, said curve has a radius of 1599.53 feet;
- (2) Easterly along said curve a distance of 528.90 feet through a central angle of 21°45'54" to a point of non-tangency with a curve concave Southerly to which a radial line bears North 07°18'52" East, said curve has a radius of 1459.57 feet;
- (3) Easterly along said curve a distance of 77.59 feet through a central angle of 03°02'46" to the Westerly line of said deed recorded May 7, 1991, in Book 3549 at Page 311 of Official Records, in the office of the Recorder of said County and the **POINT OF BEGINNING**;
- (4) Continuing Easterly along said curve concave Southerly to which a radial line bears North 10°21'38" East, a distance of 9.14 feet through a central angle of 00°21'31";
- (5) South 79°16'51" East, 150.27 feet to the Westerly line of Takela Drive and the beginning of curve concave southwesterly to which a radial line bears North 10°43'09" East, said curve has a radius of 24.99 feet;

THENCE Southeasterly along said curve a distance of 30.49 feet through a central angle of 69°54'14" to a point of non-tangency;

THENCE North 79°16'51" West, 127.79 feet;


THENCE South 10°43'11" West, 3.03 feet;

THENCE North 79°16'52" West, 50.94 feet to said Westerly line of the deed recorded May 7, 1991, in Book 3549 at Page 311 of Official Records;

THENCE along said Westerly line North 1°21'13" West, 19.84 feet to said Southerly Right of Way line of existing State Route 50 and the **POINT OF BEGINNING**.

The bearings and distances used in the above-described description are based on the California Coordinate System of 1983, Zone 2, as determined by ties to the California High Precision Geodetic Network, Epoch 1991.35. Distances are in feet unless otherwise noted. Divide distances by 0.99962 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature 
Professional Land Surveyor

Date 03/11/2010

