

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Department of Transportation
El Dorado County
924 Emerald Bay Road
South Lake Tahoe, CA 96150
APN: 034-552-004-000

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 Melissa Whitehouse and Gary Whitehouse, Trustees of The Melissa and Gary Whitehouse Revocable Trust, and any amendments thereto ("Owner") and the County of El Dorado, a political subdivision of the State of California ("County"), with reference to the following facts:

WHEREAS Owner is the legal and record Owner of the real property described as El Dorado County Assessor's Parcel Number (APN) 034-552-004-000 whose legal description is as follows ("Property"):

Lot 1084, of Tahoe Paradise Unit No. 29, filed June 24, 1963 in Book D, of Maps at Page 7, El Dorado County Records

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

WHEREAS, the Owner applied to the County to reduce the minimum 20 foot front yard building setback as imposed by Subdivision Map D-007A to 10 feet in order to allow for the construction of a two-car garage within the setback area delineated or described on the Property as shown on Exhibit A; and

WHEREAS, the Board of Supervisors of the County granted Owner the requested Subdivision Map Amendment (TM-C23-0001) to reduce the setback, on the condition that Owner execute this Deed Restriction and Covenant to Indemnify the County of El Dorado. Owner acknowledges that the Property is directly benefited by the approval of Subdivision Map Amendment (TM-C23-0001) 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 Owner 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, Owner shall, to the fullest extent allowed by law, defend at its 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 Subdivision Map Amendment TM-C23-0001, 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.

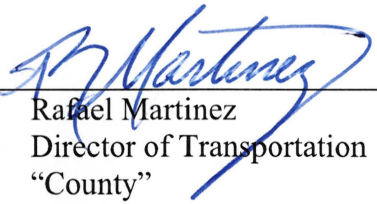
Any dispute resolution action arising out of this instrument, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. In the event that there is any controversy, 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.

Owner agrees 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. Owner 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 Owner does not comply with this paragraph, County reserves the right to revoke the Subdivision Map Amendment or to require Owner to indemnify the County for any costs incurred to enforce this indemnity covenant with regard to a successor owner.

Owner 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: 11/13/23

By: _____
Board of Supervisors
"County"

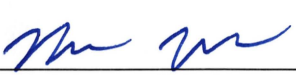
Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors


By: _____
Deputy Clerk

Dated: _____

-- Owners --

By: 
Melissa Whitehouse, Co-Trustee of the Melissa and Gary Whitehouse Revocable Trust
"Owner"

Dated: 11/6/23

By: 
Gary Whitehouse, Co-Trustee of the Melissa and Gary Whitehouse Revocable Trust
"Owner"

Dated: 11/6/23

(All signatures must be acknowledged by a Notary Public)

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 EL DORADO

On 11.06.2023 before me, Kevin P. Jamieson, Notary Public,
(here insert name and title of the officer)

personally appeared

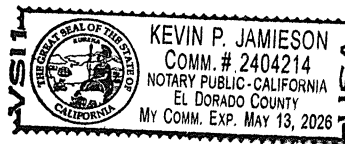
MELISSA HOWARD WHITEHOUSE

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 Kevin P. Jamieson



(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
County of ELDORADO

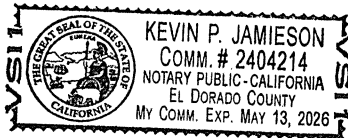
On 11.06.2023 before me, Kevin P. Jamieson, Notary Public,
(here insert name and title of the officer)

personally appeared
GARY TODD WHITEHOUSE

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 Kevin P. Jamieson

(Seal)