Agreement between the

Fallen Leaf Lake Associates

and the

Fallen Leaf Lake Community Services District

Adopted by the Board of Directors:

May 10, 1993

AGREEMENT

This agreement (the "Agreement") dated May 10, 1993, by and between Fallen Leaf Lake Associates, a California limited partnership ("FLLA"), and the Fallen Leaf Lake Community Services District ("CSD") is for the development and operation of the Fallen Leaf Lake Community Area.

RECITALS

A. FLLA is the record owner in fee simple of that certain real property located in the County of El Dorado, State of California, commonly known as the Fallen Leaf Lodge and described more fully in Exhibit A hereto (the "Lodge Property").

B. By the Real Property Transfer Agreement dated July 3, 1990 (the "Transfer Agreement"), between FLLA and the Trust for Public Lands, a non-profit California public benefit corporation ("TPL"), FLLA agreed on the terms set forth therein to convey to TPL for the benefit of the CSD or, at the direction of TPL, to convey directly to the CSD a portion of the Lodge Property known as the Community Acquisition and identified more fully in the Transfer Agreement, which is Exhibit A hereto.

C. The Transfer Agreement paragraph 5.1 provides that the CSD shall develop and FLLA and CSD shall agree on a site plan for that part of the Community Acquisition known as the Community Area and identified more fully in the Transfer Agreement. The site plan is to resolve the reasonable concerns of FLLA regarding the development and use of the Community Area.

D. The FLLA and the CSD intend hereby, as between themselves and their successors, to comply with, implement, and fulfill the requirements of Transfer Agreement paragraph 5.1.

NOW, THEREFORE, the FLLA and the CSD agree:

1. **Land Use Plan.** The plan attached hereto as Exhibit B depicts the site plan for the Community Area as adopted by the CSD and depicts the location of the old gas dock and the existing boat slip piers.

1.1. **Design.** The FLLA will have reasonable rights to approve the bulk, height, exterior materials, roof materials, and color of structures shown on the site plan to insure that they are compatible with the FLLA development. Roofs are to be non-shiny and in tones compatible with the range of materials that the FLLA will be using in its project.

1.2. **Fire Department Structure.** The FLLA will approve placement of a fire department storage facility at location "J" on the site plan or at another location within the Community Area that is mutually agreeable to both parties if and only if, after a good-faith effort by the CSD Board, it is determined that the facility cannot be located at a south-end location outside the Community Area, such as the site near the Church.

Any storage facility at "J" will be limited to one story at the eaves and be subject to site review by the FLLA.

1.3. **Community Building.** It is anticipated that the store will be moved from its present location into a new structure located at location "A" on the site plan. At that time the old store building will be converted for use as a "Community Building". Use of the Community Building shall be allowed only for one-time or recurring supervised Fallen Leaf community activities approved by a Community Building Usage Committee (under the auspices of the CSD). All Community Building activities shall be conducted with appropriate respect for the interests of the Community Building's immediate neighbors.

1.4. **Usage Committee Composition.** The Community Building Usage Committee shall be composed of five members drawn from the Fallen Leaf Community. Two members are to be nominated by those members of the community with homes located between, and including, Rockhaven (currently the Maderios property) and Glen Alpine Creek. The remaining three committee members are to be selected by the CSD Board giving consideration to geographical balance within the Fallen Leaf Community.

1.5. **Area Behind Community Building.** The area located between the back of the Community Building and the rock retaining wall will be used only for handicapped parking and pedestrian access to the Community Building.

2. **Marina Plan.** The CSD shall develop a marina as part of the Community Area (the "Marina") under the following conditions.

2.1. **Size and Configuration.** The Marina shall be comprised of piers extending from the old gas dock identified in Exhibit B and from the site of the existing boat slip piers also identified in Exhibit B. The Marina shall accommodate no more than one hundred four (104) boat slips with the possible exception of a temporary accommodation of up to two (2) fire department boats until such time as slips become available by attrition. And, absent a CSD Board determination of compelling marina safety, design, or operational problems, the pier or piers that extend from the old gas dock shall be limited to no more than forty (40) slips.

2.2. **Lease Terms.** The FLLA shall establish the Fallen Leaf Lodge Homeowners' Association ("FLLHA") which will have the right to lease Marina slips under the following terms and conditions.

2.2.1. **Number of Slips.** The FLLHA shall have the right to enter into long-term lease agreements for the lease of up to forty (40) Marina slips. In the unlikely event of outside governmental action to reduce the total marina size to significantly less than 104 slips, the CSD and FLLHA may reconsider this number. As a consideration for these lease rights and in expectation of slips equivalent in quality to the newest slips in the marina, the FLLHA will deposit $20,000 with the CSD at closing of the land sale. This deposit will be returned to FLLHA by the CSD at the rate of $1000 per year for 20 years, due and payable at the close of each season.

2.2.2. **Location of Slips.** Absent a CSD Board determination of compelling marina safety, design, or operational problems, the Marina slips leased to the FLLHA on long-term leases shall be contiguous slips located on the pier or piers that extend from the old gas dock. If non-FLLHA slips are located on the west-most side of the west-most pier, then a suitable provision will be made to ensure that craft entering those slips do not encroach on the adjacent beach area.

2.2.3. **Definition of Long-term Leases.** Long-term leases are defined to be year-to-year, renewable leases. The term is one year—May 1 of one year to May 1 of the subsequent year. By March 1 of each year the FLLHA will be reminded to notify the CSD by May 1 if it does not wish to renew some of its leases for the subsequent year; the long-term leases continue until canceled by the FLLHA. Failure to notify the CSD of the FLLHA's intent to cancel will make the FLLHA responsible for the next-year's fee.

2.2.4 **Obtaining Long-term Leases.** By March 1 of each year FLLHA will notify the CSD of the number of new long-term leases that it would like to obtain, up to a maximum of the number specified in 2.2.1.

2.2.5. **Rental Fees.** The FLLHA will pay an annual rental fee equal to "market rent" for each leased slip. "Market rent" is defined as the most favorable rent charged in that year for a comparable slip.

2.2.6. **Deposits on Long-term Leases.** Each new long-term, lease request will be accompanied by a $1,000 per slip deposit which will be held, interest free, for the duration of the long-term lease and will be returned to the lease-holder when the lease is canceled.

2.2.7. **Ownership and Operation.** All Marina facilities will be constructed, owned, insured, maintained, and operated under the control of the CSD and will be available only for the summer season as defined by the CSD. Maintenance and operation will include annual installation, removal, and storage of docks. All slips are to be protected by an appropriate breakwater. All costs of operation are to be borne by the CSD.

2.2.8. **Sublease of Slips.** The right to sublease any slip leased on a long-term basis will be permitted only pursuant to guidelines to be developed by the CSD.

2.2.9. **Leases subject to CSD Rules.** All use of the Marina slips will be in accordance with CSD rules. For example, despite the existence of a long-term lease, the CSD may suspend mooring in the Marina to any boat that is operated in so unsafe or dangerous a manner that it constitutes a hazard.

3. **Right of First Refusal.** In the unlikely event that at some point in the future the CSD will be unable or unwilling to continue operation of the Community Area and there is no other entity acceptable to the CSD to continue operating the Community Area for the benefit of the Community and public, the FLLA will have a right of first refusal before sale to a private party for private or commercial use.

4. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Exhibits.** Each of the Exhibits attached hereto is hereby incorporated herein by this reference.

6. **Headings.** Paragraph headings have been inserted in this Agreement as a matter of convenience for reference only. Paragraph headings are not part of this Agreement and shall not be used in the interpretation of this Agreement.

7. **Severability.** If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provisions or provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

8. **Governing Law.** The terms and provisions of this Agreement shall be construed in accordance with the laws of California.

9. **Dispute Resolution.** Any controversy arising out of or relating to this Agreement shall be settled by voluntary mediation or by arbitration. If the parties do not agree to mediation or if mediation does not resolve a controversy, then the controversy shall be settled by arbitration in accordance with the rules of the American Arbitration Association (the"AAA"), and judgment upon the arbitrator's determination may be entered in any court having jurisdiction thereof. A single arbitrator shall be named by the AAA, provided, however, that the arbitrator must be a lawyer licensed to practice in California and must be experienced in land-use law.

Dated: Mar 10, 1993

Fallen Leaf Lake Associates
By: Fallen Leaf Lake Associates, Inc.
General Partner

By: James B. Hill
James B. Hill, President

Dated: May 11, 1993

Fallen Leaf Lake Community
Services District

By: Sally S. Marriner
Sally S. Marriner, President

FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT

REAL PROPERTY TRANSFER AGREEMENT

This Real Property Transfer Agreement (the "Agreement") dated July 3, 1990, is by and between Fallen Leaf Lake Associates, a California limited partnership ("Grantor"), and The Trust for Public Land, a non-profit California public benefit corporation ("TPL"). (Grantor and TPL sometimes are collectively referred to herein as the "Parties".)

RECITALS

A. Grantor is the record owner in fee simple of that certain real property located in the County of El Dorado, State of California, commonly known as the Fallen Leaf Lodge and described more fully in Exhibit A hereto (the "Lodge Property").

B. There exists on the Lodge Property the Fallen Leaf Lodge which is comprised of numerous buildings and recreational facilities. On the eastern half of the Lodge Property's lake frontage there exists a store, restrooms, a boat ramp, and a marina. Grantor opens these facilities for public use each summer.

C. Grantor obtained from the Tahoe Regional Planning Agency ("TRPA") on January 24, 1985, approval for the redevelopment of the Lodge Property (the "Project"). The TRPA Project approval provides 114 sewer units for the development of thirty-eight (38) cabins, four (4) Lodge rooms, and related Lodge office space. In compliance with the Project conditions of approval, which require among other things that Grantor make provisions for a store, boat ramp, and beach area for public use (the "Conditions"), a copy of which is attached hereto as Exhibit B, Grantor has recorded an irrevocable offer to dedicate ("Offer to Dedicate") to the people of the State of California a non-exclusive easement over the easterly lake frontage of the Lodge property (the "Dedicated Premises"). A copy of the Offer to Dedicate is attached hereto as Exhibit C.

D. TPL is a non-profit corporation whose purpose is to acquire privately owned land and preserve it for the benefit of the public. TPL desires to see that fee simple ownership of that part of the Lodge Property including the Dedicated Premises that is identified hereinafter as the "Community Area" and a non-exclusive pedestrian easement over that part of the Lodge Property identified hereinafter as the "Easement Area" are transferred into public ownership. The "Easement Area" is a walkway from the western edge of the Community area to the western edge of the Lodge Property lake frontage. It is located along the old road bed and is to be no less than six (6) feet wide measured from the toe of the slope. The Community Area and the Easement Area are shown generally on the map which is attached as Exhibit D and shall be referred to in this Agreement as "the Community Acquisition."

E. TPL intends to either assign its rights under this Agreement to the Fallen Leaf Lake Community Services District ("the CSD") or to have the Community Acquisition conveyed to the CSD. TPL recognizes that Grantor's ability to make the transfer of real property contemplated by this Agreement is dependent upon Grantor obtaining TRPA, El Dorado County, South Tahoe Public Utility District and other government approvals.

F. Grantor desires to obtain a modification of the Project approval for the purpose of enabling Grantor to subdivide the Lodge Property, to establish a non-exclusive public pedestrian easement, to provide a basis for settling certain litigation identified in paragraph G hereof, and to provide for the "Community Area" which shall include the existing Dedicated Premises, the marina, the existing Lodge store, additional parking, and an additional recreational use area, and the "Easement Area".

G. There is litigation pending in the El Dorado County Superior Court over the respective rights of the Grantor, the Community, and the public in the Community Area and the Easement Area, namely: Friends of Fallen Leaf Lake v. Fallen Leaf Lake Associates, et al., Civil No. SLT 4942; Morris Mawson et al. v. County of El Dorado et al. Civil No. 52246; Morris M. Mawson et al. v. Board of Supervisors of the County of El Dorado Civil No. 52565; Fallen Leaf Lake Associates v. State of California et al. Civil No. 52246.

WITH REFERENCE TO THE FOREGOING RECITALS, THE PARTIES AGREE AS FOLLOWS:

1. **Transfer of Property**

1.1 Subject to the terms and conditions of this Agreement, Grantor agrees to convey to TPL or, at the direction of TPL to the CSD, the Community Acquisition which shall consist of a non-exclusive pedestrian easement over the Easement Area and fee simple title to the Community Area together with four (4) sewer units.

2. **Acquisition Terms**

2.1 TPL shall pay Grantor Three Hundred Thousand Dollars ($300,000) in cash at closing.

2.2 As additional consideration TPL or the CSD shall assume all obligations with respect to the Community Acquisition existing under the Project Approval and the Offer to Dedicate or resulting from any final TRPA conditions on approval of subdivision.

2.3 This Agreement is entered into by both Parties for a variety of considerations and the dollar amount specified in Section 2.1 of this Agreement shall not be determinative of the value of the Community Acquisition.

3. **Closing Date**

3.1 The closing shall take place as soon as the conditions precedent to closing have been satisfied or waived on a date agreed upon by the Parties and

the CSD; provided, however, that the closing date shall not be later than three (3) years from the date of this Agreement.

4. **Public Rest Rooms**

4.1 The Project Approval requires Grantor to provide public rest rooms. There is currently a public rest room facility on the Lodge Property, but it is not located within the boundary of the Community Acquisition.

4.2 TPL or the CSD shall assume the obligation to construct and operate (but not prior to April 1, 1992) new public restrooms within the Community Acquisition.

4.3 Upon closing Grantor will grant the CSD permission to operate the existing public restrooms until October 1, 1993 or until new public restrooms are constructed and placed in operation within the Community Acquisition, whichever is earlier. Grantor shall have the obligation to promptly remove the existing public restrooms when the new public restrooms are constructed and placed in operation or after October 1, 1993, whichever is earlier.

5. **Permits/Consultation**

5.1 Grantor shall expeditiously pursue a modification of it's TRPA Project Approval and all other governmental permits required for the subdivision and redevelopment of the Lodge Project (which includes the Community Acquisition). This shall be done at Grantor's expense; provided, however, that TPL or the CSD shall be responsible for specific site planning on the Community Acquisition and shall do such specific site planning as is needed for the subdivision process. On or before October 31, 1990, or such other date as may be mutually agreed upon, the Parties shall agree on a specific site plan for the Community Acquisition which resolves the reasonable concerns of Grantor and members of the public, and serves as a basis for the modification of Grantor's TRPA approval.

5.2 Grantor shall consult with TPL as to any and all matters pertaining to the Community Acquisition in connection with its processing of TRPA and other governmental subdivision and permit applications and TPL shall cooperate with Grantor in connection with the application processes.

6. **Conditions to Grantor's Obligations**

Grantor's obligation to convey the Community Acquisition is subject to the satisfaction or waiver of the following conditions:

6.1 The timely receipt of any and all required TRPA approvals (and, if necessary, El Dorado County, South Tahoe Public Utilities District, and other government approvals) so that the Grantor is able to subdivide the Lodge Property and proceed with a development substantially similar to that contemplated by the TRPA Project modified so as to provide for the Community Acquisition contemplated by this Agreement. Grantor reserves the right at its sole discretion to determine whether the approvals are adequate for its development and whether receipt of the approvals required are timely.

6.2 The availability of sufficient sewer units for Grantor's planned development of the Lodge Property.

6.3 An agreement settling the pending litigation by dismissal with prejudice of Friends of Fallen Leaf Lake v. Fallen Leaf Lake Associates, et al., Civil No. SLT 4942; Morris Mawson et al. v. County of El Dorado et al., Civil No. 52246; Morris M. Mawson et al. v. Board of Supervisors of the County of El Dorado Civil No. 52565; and entry of stipulated judgement in Fallen Leaf Lake Associates v. State of California et al., Civil No. 52246, quieting title in the Grantor to the Lodge Property and binding on all parties to that cross-complaint, including the State of California, each party to bear its own costs and attorneys' fees.

7. **Conditions to TPL's Obligations**

TPL's obligations to pay Grantor and accept or direct to the CSD the conveyance of the Community Acquisition and to assume or provide for the assumption of any conditions relating to the Community Acquisition are subject to the satisfaction or waiver of the following conditions:

7.1 The availability of sufficient sewer units for the facilities planned for the Community Area.

7.2 The agreement of the CSD to accept the Community Acquisition and hold if for the benefit of the public, and to assume all obligations of Grantor which pertain to the Community Acquisition as a result of any TRPA conditions and the Offer to Dedicate.

7.3 The establishment by the CSD of an Advisory Committee for the operation and maintenance of the Community Acquisition which provides for representation of the entire Fallen Leaf Lake Community and the public at large.

7.4 The establishment of a procedure by Grantor in cooperation with the CSD whereby annual permits to use the beach between the Easement Area and Fallen Leaf Lake will be made available to Community members for a reasonable fee.

7.5 The receipt of sufficient donations from members of the Fallen Leaf Lake Community and the public at large to enable TPL to make the payment specified in Section 2.1 of this Agreement and meet other costs associated with this Agreement.

7.6 TPL's approval of the final TRPA conditions which pertain to the Community Acquisition.

7.7 TPL's approval of title which shall be free and clear of all monetary liens and encumbrances, except any liens for non-delinquent taxes and assessments.

8. **Termination**

8.1 TPL shall have the right to terminate this Agreement at any time prior to closing if it concludes that any one of the conditions specified in Section 7 is unlikely to be met.

8.2 Grantor shall have the right to terminate this Agreement at any time prior to closing if it concludes that the condition specified in Section 6.1 of this Agreement is unlikely to be met or if it sells the Lodge Property to a third party.

8.3 Either party may terminate this Agreement if the closing has not taken place within three (3) years of the date of this Agreement.

8.4 Any party electing to terminate this Agreement shall so notify the other party in writing.

9. **Title**

9.1 Prior to October 1, 1990 Grantor shall provide TPL with a legal description of the Community Area and of the Easement Area as described in Recital D, and TPL shall provide Grantor with drafts of a Grant Deed of the Community Area and Deed of Easement for the Easement Area, the terms thereof to be subject to the mutual agreement of TPL and Grantor.

9.2 Grantor shall obtain for TPL, or at TPL's election the CSD, at TPL's expense a CLTA owner's policy of title insurance with liability in the full amount of the transfer cost, insuring title to the real property in TPL or the CSD, subject only to the exceptions provided for in Section 7.7 of this Agreement together with such endorsements as TPL might reasonably require.

9.3 The Community Acquisition shall be irrevocably dedicated to public use

upon conveyance by Grantor to TPL or the CSD.

10. **Costs, Assessments and Prorations**

10.1 TPL shall pay customary closing costs paid by a buyer in El Dorado County, any title insurance premiums, and any transfer tax.

10.2 Sewer assessments for the sewer units conveyed shall be brought current as of closing and TPL or the CSD shall assume any obligation for future payments with regard to the sewer units conveyed or acquired by TPL or CSD.

10.3 Other taxes, assessments, utility charges and maintenance charges and similar expenses allocated for the Community Acquisition shall be pro-rated between Grantor and TPL as of the date of closing.

10.4 To the extent Grantor is required to install a new water system in connection with the redevelopment of the Lodge Property Grantor shall make that system available to the Community Acquisition and TPL or the CSD shall pay a fair pro-rata share of the cost of the system based on the number of sewer units served by the system.

11. **Assignment to CSD**

11.1 TPL may assign its rights and obligations under this Agreement to the CSD or TPL may direct that the conveyance of the Community Acquisition be directly from Grantor to the CSD.

12. **Additional Documentation**

12.1 Grantor and TPL agree to cooperate and execute such additional documents, including escrow instructions as may be reasonable or necessary to carry out the provisions of this Agreement.

IN WITNESS OF THE FORGOING PROVISIONS, TPL and Grantor have executed this Real Property Transfer Agreement as of the date first hereinabove written.

FALLEN LEAF LAKE ASSOCIATES,
a California limited partnership

By: FLLA, Inc.
a California corporation
Its: General Partner

By: _____
JAMES B. HILL
President

THE TRUST FOR PUBLIC LAND,
a non-profit California public
benefit corporation

By: _____
RALPH W. BENSON
Executive Vice President

07/03/90

EXHIBIT A

EXHIBIT A - DESCRIPTION PAGE

Lots 4 and 5, of Section 14, the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 23, Tourship 12 North, Range 17 East, M.D.B.&M.

EXCEPTING THEREFROM the following:

(a) All that portion thereof described in deed to Edith Kirk Dorrance, et al., recorded February 27, 1935, in Book 142 of Official Records, at page 11, as follows:

BEGINNING at the Southeast corner of Lot 4, Section 14, Township 12 North, Range 17 East, M.D.B.&M., thence South 89 deg. 15' West 229.43 feet along the line between Sections 14 and 23 to a 1 inch pipe on the East boundary of the parcel surveyed; running thence North 19 deg. 32' West 101.5 feet to the shore of Fallen Leaf Lake; thence South 73 deg. 06' West 100.1 feet along the shore of said Lake; thence South 19 deg. 32' East 226.9 feet; thence South 79 deg. 24' East 115.63 feet; thence North 19 deg. 32' West 187.87 feet to the point of beginning.

(b) All that portion thereof described as an exception in deed from Herbert P. Blanchard, et al., recorded August 17, 1925, in Book 102, at page 404 of Deeds, Records of El Dorado County, as follows:

BEGINNING at a point on the shore of Fallen Leaf Lake scribed "S-1", from which point the South quarter section corner of said Section 14, bears South 41 deg. East 180.86 feet; thence South 45 deg. 20' West 97.3 feet; thence South 12 deg. 17' -West 79.5 feet to a point on the South line of said Section 14; thence following the South line of said Section, South 87 deg. 16' West 224.6 feet; thence North 6 deg. 03' West 116.7 feet; thence North 6 deg. 03' West 12.15 feet to the center of a public road; thence along said road North 65 deg. 15' East 188 feet to a stake on the North side of the road; thence North 39 deg. 06' East 120.3 feet; thence North 39 deg. 06' East to the Northerly or Northeasterly line of said Lot 5; thence Southeasterly along the said last naeed line to a point thereon from which the point of beginning bears South 45 deg. 20' West; thence South 45 deg. 20' West to the said point of beginning.

(c) All that portion thereof described in deed to Elizabeth Peirce Kincade, et al., recorded October 8, 1965, in Book 760 of Official Records, at page 215, as follows:

All that portion of Lot 5 of Section 14, Township 12 North, Range 17 East, MDB&M., particularly described as follows:

EXHIBIT A

(description con't)

(description con't)

BEGINNING at the southwest corner of the parcel of land herein described; a point on the Northerly line of Tamarack Road; from which the Southwest corner of said Lot 5 bears (3 courses) South 0 deg. 40' 50" East 10.19 feet; South 0 deg. 15' 30" East 380.20 feet and South 166.44 feet; thence leaving said point of beginning and along the Northerly line of said Tamarack Road; North 62 deg. 06' 10" East 144.00 feet; thence leaving said Northerly line; North 02 deg. 11' 30" East 222.51 feet to a 1/2 inch pipe; thence continuing North 02 deg. 11' 30" East 55.00 feet to a 1/2 inch pipe in a mound of rocks; thence South 79 deg. 39' 30" West 144.00 feet to a similar pipe; thence South 0 deg. 40' 50" East 318.88 feet to the point of beginning; and being shown on the Record of Survey filed January 25, 1955 in Book 1 of Records of Surveys, Records of El Dorado County, Map No. 71.

(d) All that portion thereof described in deed to Olga C. Clifton, recorded October 8, 1965, in Book 760 of Official Records, at page 212, as follows:

All that portion of the Lot 5 of Section 14, Township 12 North, Range 17 East, MDB&M., particularly described as follows:

BEGINNING at the Southwest corner of the parcel of land herein described; a point from which the Southwest corner of said Lot 5 bears South 0 deg. 15' 30" East 50.03 feet and South 166.44 feet; thence leaving said point of beginning, North 78 deg. 27' 50" East 227.38 feet; thence North 06 deg. 38' 50" West 120.00 feet to a rotted stake in a mound of rocks; thence continuing North 06 deg. 38' 50" west 72.00 feet, a similar stake; thence continuing North 06 deg. 38' 50" West 92.08 feet to a similar stake thence North 89 deg. 14' 50" West 191.41 feet to a 3/4 inch iron pipe; thence South 0 deg. 15' 30" East 120.25 feet to a 1/2 inch pipe; thence continuing South 0 deg. 15' 30" East 209.92 feet to the point of beginning; and being shown on the Record of Survey filed January 25, 1955 in Book 1 of Records of Surveys; Records of El Dorado County, Map No. 71.

(e) All that portion thereof described in deed to Harriett Price Fairchild, et al., recorded October 8, 1965, in Book 760 of Official Records, at page 221, as follows:

All that portion of Lot 5 of Section 14, Township 12 North, Range 17 East, MDB&M., particularly described as follows:

(Description Con't)

(Description Con't)

BEGINNING at the Southwest corner of the parcel of land herein described; a point from which the Southwest corner of said Lot 5 bears (3 courses) South 78 deg. 27' 50" West 227.38 feet; South 0 deg. 15' 30" East 50.03 feet and South 166.44 feet; thence leaving said point of beginning South 78 deg. 48' 40" East 111.16 feet; thence North 27 deg. 52' 40" East 51.44 feet to a 1-1/2 inch iron pipe monument; thence continuing North 27 deg. 52' 40" East 119.11 feet to a 3/4 inch iron pipe monument; thence North 25 deg. 06' East 59.50 feet to a 1/4 inch iron pipe monument; thence North 25 deg. 26' West 106.80 feet to a 1-1/2 inch iron pipe monument; thence North 89 deg. 14' 50" West 201.07 feet to a rotted stake in a mound of rocks; thence South 06 deg. 38' 50" East 92.08 feet to a similar stake; thence continuing South 06 deg. 38' 50" East 72.00 feet to a similar stake; thence continuing South 06 deg. 38' 50" East 120.00 feet to the point of beginning; and being shown on the Record of Survey filed in the office of the County Recorder of the County of El Dorado; on January 25, 1955, in Book 1 of Records of Surveys, Map No. 71.

(f) All that portion thereof described in deed to Harriett Price Fairchild, et al., recorded October 8, 1965, in Book 760 of Official Records, at page 218, as follows:

All that portion of the Lot 5 of Section 14, Township 12 North, Range 17 East, MDB&M., more particularly described as follows:

BEGINNING at the most Westerly corner of the parcel of land herein described a 3/4 inch iron pipe monument; from which the Southwest corner of said Lot 5 bears (2 courses) South 0 deg. 15' 30" East 380.20 feet and South 166.44 feet; thence leaving said point of beginning and along the Southerly line of Tamarack Road (4 courses) North 68 deg. 33' 30" East 86.03 feet; thence North 65 deg. 32' 10" East 101.77 feet; thence North 83 deg. 27' 10" East 130.52 feet to a pipe monument; thence North 67 deg. 34' 10" East 47.52 feet to a similar monument; thence leaving said Tamarack Road South 24 deg. 54' 50" East 64.22 feet, a similar monument and South 19 deg. 38' 50" East 56.83 feet to a 1-1/2 inch iron pipe monument; thence North 89 deg. 14' 50" West 201.07 feet, a rotted stake in a mound of rocks; thence continuing North 89 deg. 14' 50" West 191.41 feet to the point of beginning; and being shown on the Record of Survey filed January 25, 1955 in Book 1 of Records of Surveys, Records of El Dorado County, Map No. 71.

(Description Con't)

(Description Con't)

(g) All that portion thereof described as follows:

BEGINNING at the Southwest corner of the parcel of land herein described; a point on the Northerly line of Tamarack Road; from which the Southwest corner of said Lot 5 bears (4 courses) South 62 deg. 06' 10" West 144.00 feet; South 0 deg. 40' 50" East 10.19 feet; South 0 deg. 15' 30" East; 380.20 feet; and South 166.44 feet; thence leaving said point of beginning; and along the Northerly line of said Tamarack Road; North 75 deg. 02' East 79.29 feet; thence North 86 deg. 15' 30" East 78.69 feet; to a 1/2 inch pipe; thence North 63 deg. 48' East 84.55 feet to a similar pipe thence leaving said Tamarack Road; North 06 deg. 37' West 118.35 feet and North 42 deg. 15' 30" West 123.98 feet to a 1/2 inch pipe; thence South 68 deg. 18' 30" West 135.02 feet to a similar pipe; thence South 02 deg. 11' 30" West 222.51 feet to the point of beginning; and being shown on the Record of Survey filed January 25, 1955 in Book 1 of Records of Surveys; Records of El Dorado County; Map No. 71.

(h) All that portion thereof described in deed to Robert E. Reed; et ux.; recorded July 15, 1947; in Book 242 of Official Records; at page 271; as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 23; marked by a 1 inch iron pipe in a mound of rocks; thence South 369.15 feet to a 1-1/2 inch iron pipe; thence West 210 feet to a 1 inch iron pipe; the true point of beginning of the parcel herein described; and the Southeast corner thereof; thence West 100 feet to a similar iron pipe; thence North 226.27 feet to a 1-1/2 inch iron pipe; thence South 79 deg. 24' East 101.74 feet to a 2 inch iron pipe; thence South 207.55 feet to the point of beginning.

(i) All that portion thereof described in deed to Blanche L. Pollock; by deed recorded November 17, 1950; in Book 289 of Official Records; at page 174; as follows:

BEGINNING at a one inch iron pipe in rock mound marking the Southeast corner of Lot 4 of Section 14; Township 12 North; Range 17 East; M.D.B.&M.; an running thence South 89 deg. 51' West 109.79 feet along the Section line between said Sections 14 and 23 to a one inch iron pipe; thence along the Easterly boundary of "Community Landing and Pathway" South 8 deg. - 24' East 170.7 feet to a one inch iron pipe; thence leaving the said "Community Landing and Pathway" and running East 84.82 feet to a two inch iron pipe; thence North 169.15 feet to the point of beginning.

(Description Con't)

(Description Con't)

(j) All that portion thereof described in deed to Alfred J. Fisher, et ux., by deed recorded January 18, 1952, in Book 304 of Official Records, at page 260, and as corrected in Book 396 at page 3 Official Records, as follows:

BEGINNING at a point in the Westerly boundary of the realty herein described, from which point the Southeast corner of Lot 4, Section 14, Township 12 North, Range 17 East, M.D.B.&M., bears South 88 deg. 25' 20" East 229.30 feet; thence from point of beginning North 17 deg. 42' West 101.96 feet to a 1-1/2 inch iron pipe; thence North 57 deg. 02' East 118.16 feet to a 1 inch iron pipe; then Northeast corner of the parcel herein described; a point in the Westerly boundary of a community landing and pathway; thence along said boundary South 17 deg. 42' East 89.96 feet; a 1-1/2 inch iron pipe; thence South 09 deg. 56' East 79.94 feet; a 1-1/2 inch iron pipe; thence South 06 deg. 34' East 170.44 feet to a point in the centerline of a 12 foot right of way; thence leaving said Westerly boundary of Community landing and pathway, and along said centerline of right of way North 88 deg. 10' West 74.54 feet to Southwest corner of parcel herein described; thence leaving said centerline of said right of way North 17 deg. 42' West 178.39 feet to point of beginning.

(k) All that portion thereof described in deed to Frances I. Price, recorded April 9, 1952, in Book 307 of Official Records, at page 234, as follows:

BEGINNING at the Northwest corner of that certain tract of land described as the exception in deed dated August 6, 1925, executed by Herbert P. Blanchard, and others, to Harriet Frederica Price, unmarried, and Frances Price Street, and recorded August 17, 1925, in the office of the Recorder of El Dorado County, in Book 102 of deeds, at page 404, from which an iron pipe monument set in concrete, marking the quarter corner common to Sections 14 and 23, bears South 03 deg. 12' 15" East 128.85 feet and thence South 89 deg. 53' 15" East 429.58 feet; thence from said point of beginning North 03 deg. 12' 50" West 14.98 feet, thence South 86 deg. 28' 10" West 106.86 feet; thence South 76 deg. 18' 30" West 72.03 feet; thence North 40 deg. 34' 20" West 65.30 feet to a point on the centerline of Glenn Alpine Creek; thence along the said centerline North 22 deg. 28' 35" East 60.08 feet; thence North 67 deg. 34' 25" East 9.00 feet to a white stake stamped "R.E. 2675" set on the Easterly bank of said Glenn Alpine Creek; thence continuing North 67 deg. 34' 25" East 412.67 feet to a white stake stamped R.E. 2675; thence continuing North 67 deg. 34' 25" East 15.00 feet to a point on the Westerly shore line of Fallen Leaf Lake, said point being the Northeasterly boundary of said Lot 5; thence along the said Northeasterly boundary of said Lot 5 and along the Westerly shore line of

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said Fallen Leaf Lake; following the meandering thereof South 32 deg. 14' 40" East 109.08 feet to a point on the Northerly boundary of said Tract of land hereinbefore referred to as the exception; thence along said Northerly boundary the following two courses and distances: South 41 deg. 56' 45" West 15.00 feet to a white stake stamped R.E. 2675 and thence continuing South 41 deg. 56' 45" West 135.30 feet; thence South 68 deg. 05' 45" West 188.00 feet to the point of beginning.

(l) All that portion thereof described in Deed to Harriet F. Craven; by deed recorded April 9, 1952, in Book 307 of Official Records, at page 237, as follows:

BEGINNING at a point from which the Northwest corner of that certain property described as an exception in a deed dated August 6, 1925, executed by Herbert P. Blanchard, and others, to Harriet Frederica Price, unmarried, and Frances Price Street, and recorded August 17, 1925, in Book 102 of Official Records, at page 404, bears South 03 deg. 35' 30" East 16.77 feet; thence South 13 deg. 11' 34" East 150.51 feet and thence South 68 deg. 05' 45" West 14.44 feet; said Northwest corner being located North 89 deg. 53' 15" West 429.58 feet and North 03 deg. 12' 15" West 128.85 feet from an iron pipe monument set in concrete marking the quarter corner common to Sections 14 and 23; thence from said point of beginning, South 67 deg. 34' 25" West 180.30 feet to a white stake stamped R.E. 2675 on the Easterly bank of Glenn Alpine Creek; thence continuing South 67 deg. 34' 25" West 9.00 feet to a point on the centerline of said Glenn Alpine Creek; thence along said centerline North 17 deg. 13' 30" West 128.63 feet; thence North 69 deg. 39' 40" East 12.00 feet to a white stake stamped R.E. 2675; thence continuing North 69 deg. 39' 40" East 363.03 feet to a white stake stamped R.E. 2675; thence continuing North 69 deg. 39' 40" East 12.00 feet to a point on the Westerly shore line of Fallen Leaf Lake, said point being on the Northeasterly boundary of said Lot 5; thence along said Northeasterly boundary and along the Westerly shore line of said Fallen Leaf Lake, following the meanderings thereof, South 40 deg. 58' East 120.25 feet; thence South 67 deg. 34' 25" West 15.00 feet to a white stake stamped R.E. 2675; thence continuing South 67 deg. 34' 25" West 232.37 feet to the point of beginning.

(m) All that portion thereof described in deed to William Price Craven, by deed recorded April 9, 1952 in Book 307 at page 240 Official Records, as follows:

(Description Con't)

(Description Con't)

BEGINNING at a point from which the Northwest corner of that certain property described as an exception in a deed dated August 6, 1925, executed by Herbert P. Blanchard, and others, to Harriet Frederica Price, unmarried, and Frances Price Streeter, and recorded August 17, 1925, in Book 102 of Official Records, at page 404, bears South 03 deg. 35' 30" East 143.69 feet; South 13 deg. 11' 34" East 150.51 feet and South 68 deg. 05' 45" West 14.44 feet; said Northwest corner being located North 89 deg. 53' 15" West 429.58 feet and North 03 deg. 12' 15" West 128.85 feet from an iron pipe monument set in concrete marking the quarter corner common to Sections 14 and 23; thence from said point of beginning South 69 deg. 39' 40" West 206.76 feet to a white stake stamped R.E. 2675; thence continuing South 69 deg. 39' 40" West 12.00 feet to a point on the centerline of Glenn Alpine Creek; thence along said centerline North 04 deg. 40' 25" East 167.18 feet to a point from which a white stake stamped R.E. 2675 bears North 53 deg. 21' 55" East 116.36 feet; thence continuing along the centerline of said Glenn Alpine Creek, North 22 deg. 13' 50" East 198.24 feet to a point on the Westerly shore line of Fallen Leaf Lake, said point being on the Northeasterly boundary of said Lot 5; thence along said Northeasterly boundary and along the Westerly shore line of said Fallen Leaf Lake, following the meanderings thereof, the following three courses and distances: South 43 deg. 20' 35" East 87.81 feet to a point from which a white stake stamped R.E. 2675 bears South 27.00 feet; thence South 64 deg. 26' 05" East 141.68 feet to a point from which a white stake stamped R.E. 2675 bears South 45 deg. 00' West 6.00 feet; thence South 43 deg. 34' 30" East 125.06 feet; thence leaving said Westerly shore line and Northeasterly boundary of said Lot 5, South 69 deg. 39' 40" West 12.00 feet to a white stake stamped R.E. 2675; thence continuing South 69 deg. 39' 40" West 156.27 feet to the point of beginning.

(n) All that portion thereof described in deed to William R. Rogers, et ux., recorded September 19, 1952, in Book 315 of Official Records, at page 467.

BEGINNING at a one inch iron pipe in rock mound, the Southeast corner of Lot 4, Section 14, Township 12 North, Range 17 East, MDB&M., running thence South 169.15 feet to a 2 inch iron pipe, the Northeast corner of the parcel to be described; thence West 110.0 feet to a one inch iron pipe; thence South 200.0 feet to a one inch iron pipe; thence East 110.0 feet to a 1-1/2 inch iron pipe; thence North 200.0 feet to the 2 inch iron pipe, the point of beginning.

(Description Con't)

(Description Con't)

(o) All that portion thereof described in deed to Frances I. Price Street, recorded August 4, 1955, in Book 365 of Official Records, at page 557, as follows:

BEGINNING at a point on the line common to Sections 14 and 23, Township 12 North, Range 17 East, MDB&M., from which an iron pipe monument, set in concrete, marking the quarter corner common to said Sections 14 and 23, bears South 89 deg. 53' 15" East 429.58 feet; said point of beginning being also the Southwest corner of that certain tract of land described as the exception in a deed dated August 6, 1925, executed by Herbert P. Blanchard, and others, to Harriet Frederica Price, unearried, and Frances Price Street and recorded August 17, 1925, in Book 102 of Deeds, at page 404; thence from said point of beginning along the Westerly line of the above mentioned Exception North 03 deg. 12' 15" West 128.85 feet to the Northwest corner of said Exception, said Northwest corner of said Exception being also the point of beginning of that certain parcel of land described in a deed dated March 31 1952, and recorded April 9, 1952, in Book 307 of Official Records, at page 234, executed by Harriet F. Craven, and others to Frances I. Price Street; thence along the boundary of said parcel of land conveyed to Frances I. Price Street, North 03 deg. 12' 50" West 14.98 feet; thence South 86 deg. 28' 10" West 106.86 feet; thence South 76 deg. 18' 30" West 72.03 feet to the most Southerly corner of said parcel of land conveyed to Frances I. Price Street; thence South 19 deg. 55' 45" East 127.33 feet to a point on the line common to said Sections 14 and 23; thence continuing South 19. 55' 45" East 87.00 feet; thence North 86 deg. 19' East 81.21 feet; thence North 21 deg. 50' 30" East 82.19 feet to the point of beginning.

(p) All that portion thereof described in deed to Frances I. Price Street, recorded October 17, 1955, in Book 369 of Offleial Records, at page 552, as follows:

BEGINNING at a point from which a 1 inch pipe found in a rock mound marking the Southeast corner of Lot 4, Section 14, Township 12 North, Range 17 East, M.D.B.&M., bears South 88 deg. 10' East 110.00 feet, and North 01 deg. 50' East 169.15 feet; which said point of beginning is marked by an iron pipe set at the Northwesterly corner of a tract of land described in a Deed dated September 19, 1952, executed by Harriet F. Craven, et al., to William R. Rogers, et al, and recorded in the office of the Recorder of El Dorado County, California, on October 27, 1952, in Book 315 Official Records of El Dorado County, at page 467; thence from said point of beginning North 88 deg. 10' West 59.64 feet; thence North 77 deg. 34' West 41.06 feet to an iron pipe set at the Northeasterly corner of a tract of land

(Description Con't)

(Description Con't)

described in a deed dated July 2, 1947; executed by Harriet F. Craven, et al., to Robert E. Reed, et al., which said Deed was recorded in the Office of the Recorder of El Dorado County, California, July 15, 1947 in Book 242 of Official Records of El Dorado County, at page 271; thence South 01 deg. 50' West 207.55 feet along the Easterly boundary of said Tract of land conveyed to said Robert E. Reed, et al., to a 1 inch iron pipe; thence South 88 deg. 10' East 100.00 feet to a 1 inch iron pipe marking the Southwesterly corner of said tract of land conveyed to said William R. Rogers, et al.; thence North 01 deg. 50' East 200.00 feet along the Westerly boundary of said tract of land conveyed to said William R. Rogers, et al., to the point of beginning.

(a) All that portion thereof described in deed to William Maderious, et ux., by deed recorded November 8, 1955, in Book 371 of Official Records, at page 190, as follows:

BEGINNING at the Southeast corner of the parcel herein described, being identical with the Southeast corner of Lot 4, Section 14, Township 12 North, Range 17 East, MDB&M., and marked by a one inch iron pipe in a rock mound; thence North 88 deg. 25' 20" West 109.74 feet along the Southerly boundary of said Lot 4, (which is also the Northerly boundary of a tract of land described in a Deed dated November 30, 1950, executed by Harriet F. Craven, et al., to Blanche L. Pollock and recorded in the office of the Recorder of El Dorado County, California, on November 17, 1950, in Book 289 of Official Records, at Page 174) to a one-inch iron pipe set in the Easterly boundary of a right of way designated as "Community Landing and Pathway" on that certain Record of Survey made by Joseph E. Spink, Engineer, and recorded in the office of the Recorder of El Dorado County, California, on September 21, 1954, in Book 1 of Surveys, Map No. 70; thence leaving said South boundary of said Lot 4 and along the Easterly boundary of said right of way, North 09 deg. 56' West 82.00 feet to a one-inch iron pipe; thence North 01 deg. 50' East 61.39 feet to a 3/4 inch iron pipe set in the center of a roadway designated on said Record of Survey as "State Highway"; thence continuing North 01 deg. 50' East 45.65 feet to a one-inch iron pipe; thence leaving said Easterly boundary of said "Community Landing and Pathway", North 36 deg. 16' 20" East 208.12 feet to the most Northerly corner of the parcel herein described, a point in the Easterly boundary of said Lot 4; thence along said Easterly boundary of said Lot 4, South 01 deg. 22' West 47.20 feet to a 3/4 inch iron pipe set in the center of said "State Highway"; thence continuing along said Easterly boundary of said Lot 4, South 01 deg. 22' West 307.06 feet to the point of beginning.

(Description Con't)

(Description Con't)

(r) All that portion thereof described in deed to Stanford Camp Association, a California corporation, recorded October 8, 1965, in Book 760 of Official Records, at page 231, as follows:

BEGINNING at the Northwest corner of the lands of Peirce as shown and so delineated on that certain map entitled Record of Survey, Parcels of Land located in Lots 4 and 5, Sections 14, and in the Northwest quarter of Section 23, Township 12 North, Range 17 East, MDB&M., recorded in Book 1 of Surveys, at page 71, Official Records of El Dorado County, California; thence from said point of beginning North 0 deg. 35' 39" West 348.30 feet to a 3 inch x 3 inch redwood stake identified as Northwest corner Lot 5, Section 14; thence North 86 deg. 42' 21" East 35.89 feet to a point on the shoreline of Fallen Leaf Lake; thence long said shoreline as follows: South 17 deg. 43' West 44.90 feet, South 42 deg. 17' East 173.00 feet, North 71 deg. 12' East 139.33 feet, South 21 deg. 17' East 96.00 feet, South 15 deg. 29' West 24.00 feet, South 60 deg. 15' East 67.00 feet, South 70 deg. 11' East 154.00 feet, North 87 deg. 12' East 42.00 feet, South 50 deg. 04' East 64.00 feet, to Point A, thence South 81 deg. 33' East 95.00 feet, South 18 deg. 32' East 116.00 feet, South 17 deg. 39' West 35.00 feet, and South 78 deg. 20' West 18.00 feet; thence leaving said shoreline North 79 deg. 46' 41" West 137.88 feet, to Point B; thence South 86 deg. 54' 23" West 87.11 feet; thence South 72 deg. 01' 40" West 112.74 feet to the most Easterly corner of the lands of Miller as shown on said Record of Survey; thence North 6 deg. 37' 00" West along said lands of Miller 118.35 feet; thence North 42 deg. 15' 30" West along the Northeasterly line of said lands of Miller 123.98 feet; thence South 68 deg. 18' 30" West along the Northwesterly line of said lands of Miller 135.02 feet; thence North 2 deg. 11' 30" East along the Easterly line of said lands of Peirce 55.00 feet; thence South 79 deg. 39' 30" West along the Northerly line of said lands of Peirce 144.00 feet to the point of beginning.

(s) All that portion thereof described in deed to Protestant Episcopal Bishop of Northern California, a corporation sole, recorded December 24, 1966, in Book 618 of Official Records, at page 605, as follows:

That portion of Sections 14 and 23, Township 12 North, Range 17 East, MDB&M., described as follows:

(Description Con't)

(Description Con't)

BEGINNING at a point on the section line between said Sections 14 and 23, from which iron pipe monument set in concrete marking the quarter corner common to said Sections bears South 89 deg. 53' 15" East 938.98 feet; and running from said point of beginning North 06 deg. 13' East 98.00 feet to an 1-1/2 inch iron pipe; thence South 82 deg. 59' 40" East 143.33 feet to an 1-1/2 inch iron pipe; thence South 04 deg. 02' 20" West 161.02 feet to an 1-1/2 inch iron pipe; thence North 89 deg. 45' 50"West 150.25 feet to an iron pipe; thence North 06 deg. 13' East 80.53 feet to the point of beginning.

(t) All that portion thereof described in deed to Duncan A. McLeod, Jr., recorded January 25, 1967, in Book 819 of Official Records, at pages 603 and 604, as follows:

(1)
All that portion of Lot 4 of Section 14 and of the Northwest quarter of the Northeast quarter of Section 23, Township 12 North, Range 17 East, MDB&M., described as follows:

BEGINNING at the Southeast corner of said Lot 4, marked by a 1 inch pipe in rock mound; thence South 169.15 feet and West 84.82 feet to the true point of beginning; thence from said true point of beginning West 10.21 feet; thence North 8 deg. 24' West 170.67 feet; thence North 11 deg. 46' West 79.73 feet; thence North 19 deg. 32' West 89.96 feet to the shore of Fallen Leaf Lake; thence along the shore of said Lake North 58 deg. 38' East 66.72 feet; thence South 107.04 feet; thence South 11 deg. 46' East 81.8 feet; thence South 8 deg. 24' East 170.7 feet to the true point of beginning.

(2)
All that portion of Lot 4 of Section 14, Township 12 North, Range 17 East, MDB&M., lying between the Northerly prolongation of the Easterly and Westerly lines of Parcel no. 1 above described, and between the Northerly line of said parcel No. 1 and the ordinary low water line of Fallen Leaf Lake.

(u) All that portion thereof described in deed to William Price Craven and Barbara Granger Craven, husband and wife, as Joint Tenants, by deed recorded October 13, 1966, in Book 807 of Official Records, at page 614, as follows:

"All that portion of Lot 5, Section 14, Township 12 North, Range 17 East, MDB&M., described as follows:

(Description Con't)

(Description Con't)

BEGINNING at the most Northerly corner of that certain Record of Survey entitled 'Parcels of Land Owned by Craven and Street' recorded in the Office of the Recorder of El Dorado County in Book 1 of Surveys, Map No. 51; thence from said point of beginning along the Westerly boundary of said Record of Survey the following four (4) courses and distances: (1) South 22 deg. 13' 50" West 198.24 feet, (2) South 04 deg. 40' 25" West 167.18 feet, (3) South 17 deg. 13' 30" East 128.63 feet, and (4) South 22 deg. 28' 35" West 60.08 feet; thence North 76 deg. 08' 56" West 304.33 feet to the most Southerly corner of that certain parcel of land designated "Robert M. Price" as shown on that certain Record of Survey entitled "Parcels of Land located in Lots 4 and 5 of Section 14 and in the Northwest quarter of Section 23, Township 12 North, Range 17 East, MDB&M.," recorded in the office of said Recorder in Book 1 of Surveys, Map No. 71 from which a one and one-half inch iron pipe monument bears North 27 deg. 52' 40" East 51.44 feet; thence along the Easterly boundary of said Record of Survey the following six (6) courses and distances: (1) North 27 deg. 52' 40" East 170.55 feet to a three-quarter inch iron pipe monument, (2) North 25 deg. 06' 00" East 59.50 feet to a one-quarter inch iron pipe monument, (3) North 25 deg. 26' 00" West 106.80 feet to a one-and one-half inch iron pipe monument, (4) North 19 deg. 38' 50" West 56.83 feet to an iron pipe monument, (5) North 24 deg. 54' 50" West 64.22 feet to an iron pipe monument, and (6) North 19 deg. 13' 40" East 35.92 feet to a one-half inch iron pipe monument; thence North 72 deg. 01' 40" East 112.74 feet; thence North 86 deg. 54' 23" East 87.11 feet; thence South 79 deg. 46' 41" East 137.88 feet; thence South 66 deg. 43' 58" East 15.54 feet to the point of beginning.

"Excepting any and all right title, and interest of the State of California in the lake bed and shore below the line of ordinary high water as the location of said line of high water may be established by Boundary Line Agreement or by Quiet Title Action in which the State is a party."

EXHIBIT B

TAHOE REGIONAL PLANNING AGENCY

P.O. Box 8896
South Lake Tahoe, California 95731

2155 South Avenue

(916) 541-0246

February 26, 1985

Ernest Jones
Ernest Jones Associates, Ltd.
P. O. Box 10381
Zephyr Cove, NV 89448

Subject: Fallen Leaf Lodge Rehabilitation Project, El Dorado County, APN 21-410-11, TRPA File #79156

Dear Ernie:

On January 24, 1985, the Tahoe Regional Planning Agency Governing Board conditionally approved the subject project upon making the findings listed below. The conditions of that approval are those listed on Attachment D, except condition #19, plus the special conditions listed below.

Findings:

1. The findings required under Article V(g) of the Tahoe Regional Planning Compact, as set forth in Section 3.00 of TRPA Ordinance 84-1.

2. Changes or alterations have been required in or incorporated into the subject project which avoid or reduce the significant adverse environmental effects to a less than significant level.

3. The construction activity proposed in the stream environment zones and in the land capability 1a area is exempt from the prohibition on such activities under Section 12.62 and 13.31 of TRPA Ordinance 81-5. This finding is based on the determination that said construction activity is the minimum necessary to relocate an existing county road; all other feasible alternatives not involving construction within an SEZ have been exhausted, the construction is necessary to improve public recreation opportunities and the EIS prepared for the project concludes that implementation of the project will have a beneficial impact on water quality.

4. The findings required under the Preliminary Injunction, which are that the project will result in:

   a. significant reductions in impervious coverage;

   b. conversion of existing septic tanks to sewage treatment systems;

EXHIBIT B

c. Increased public access to Fallen Leaf Lake's beach area; and

d. Upgrading of water quality treatment facilities to current standards of the Lake Tahoe Basin Water Quality Plan.

5. The stream zone restoration program that is part of this project is equivalent to the 1:1.5 restoration ratio set forth in the Goals and Policies Plan, Part 1.

Special Conditions:

1. The security required under standard condition 1b. shall be in an amount equal to 150% of the estimated costs to properly install all drainage and slope stabilization improvements and revegetate and restore the project site in accordance with the final construction drawing approved by Agency staff.

2. The offer of dedication for public access, as set forth in the April 25, 1983 letter signed by E. Clement Shute, Jr. and addressed to Ms. Laura Hoover and James P. Dana, shall be recorded prior to issuance of the TRPA permit. Until and unless such offer is accepted, Fallen Leaf Lake Association shall be responsible to assure that free public access is maintained for the area generally identified as the public access area being approximately from the western edge of the public parking area to the eastern property line.

3. Public restroom facilities and trash dispensers shall be provided and maintained in the public access area.

4. The public parking area shall be available for public parking only and shall not be operated as an overflow area for cabin users. As such, no overnight parking shall be allowed.

5. Water conservation devices shall be used on all fixtures.

6. Water heaters shall not emit nitrogen oxides greater than 40 nanograms of nitrogen oxide (as NO_2) per joule of heat output at sea level.

7. Space heaters shall not emit greater than 40 nanograms of nitrogen oxides (as NO_2) per joule of useful heat delivered to the heated space at sea level.

8. Any stoves or fireplace inserts installed shall emit 15 grams or less of smoke per hour for non-catalytic wood heaters and 6 grams or less per for catalytic equipped heaters. As an alternative, stoves or inserts may be installed that meet the emission standards set by the State of Oregon. Such stoves or fireplace inserts shall be operated at all times in the mode for which emissions were certified.

9. All new utilities shall be underground and located with appropriate public utility easements.

10. Maintain a 100-foot non-building setback from Alpine Creek.

11. A phasing plan, identifying the construction phases of the proposed construction/rehabilitation, shall be submitted for approval by Agency staff prior to issuance of the TRPA permit. This phasing plan shall include a construction/inspection schedule including the following items:

    a. When installation of temporary erosion control, and vegetation protection and construction site boundary fencing will occur;
    b. When construction will start;
    c. When all disturbed areas will be stabilized;
    d. When initial grading will be completed;
    e. When all construction slash and debris will be removed;
    f. When driveways, parking areas and other paved surfaces will be paved;
    g. When installation of permanent mechanical erosion control devices will occur;
    h. When installation of permanent drainage improvements will occur;
    i. When revegetation will occur;
    j. When construction will be completed;
    k. When the site will be winterized, if appropriate; and
    l. Other information deemed necessary by Agency staff to assure compliance with the purpose of this Section as stated above.

12. The final construction drawings for each of the new cabins and other structures shall be subject to review and approval by Agency staff. Individual securities may be required for, and specific conditions of approval may be placed on each such approval. Such approvals by Agency staff shall not constitute a new project.

13. Construction materials and exterior colors of the proposed cabins and other structures shall be subject to final review and approval by Agency staff.

14. Locations and details of all trash enclosures shall be subject to review and approval by Agency staff. Trash containers shall be properly screened from public view at all times.

15. All mitigation measures, as identified in the Final EIR/EIS, shall be implemented, as well as the following mitigation measures:

    a. The final project alternative shall comply with all Agency regulations and the land capability system requirements.
    b. All improvements shall be proposed and constructed in accordance with the Agency Handbook of Best Management Practices.
    c. All disturbed areas currently contributing to erosion and sediment releases shall be restabilized and revegetated.
    d. Provisions shall be made for a store and post office for use by the general public.
    e. Provisions shall be made for retention of the marina, boat ramp, and a portion of the beach for public access and use. Restroom facilities shall be provided for these facilities. These facilities may be operated by a public agency.
    f. All construction of private improvements shall be located to avoid encroachment into land capabilities districts 1 through 3 and stream environment zones.
    g. All new units shall not exceed 1,000 square feet each of land coverage to be consistent with the assumptions under which the EIS was developed.

16. Approval by the Agency of this project shall expire 3 years after the date of Governing Board final action, unless construction is begun within that time and diligently pursued in accordance with the approved phasing plan and construction/inspection schedule, as may be modified by Agency staff. Construction of all civil, offsite improvements shall be completed within 24 months from the date that construction of the project commences, and all other improvements shall be completed within 60 months from the date that the civil, offsite improvements are completed. If construction is not completed within said time periods, this approval shall expire and the applicant or his successor in interest shall immediately remove all partially completed work and return the site, as far as possible, to its original condition. If the applicant or his successor in interest fails to do so, the Agency may have the work performed at the applicant's or his successor's in interest expense costs to constitute a lien against all the real property which is the subject of this approval. The security required under standard condition 1b. may be used by the Agency to have any of the work performed that may be required under this condition performed.

17. The final alignment of the new county road shall be subject to review and approval by Agency staff. The final alignment shall be designed to avoid the removal of large trees and to minimize excavation.

18. The final location of each building site shall be subject to review and approval by Agency staff. The final location of each building site shall avoid the removal of large trees, where feasible.

19. Except for the county road, the paved surfaces within the project site shall not be cleared of snow during the months of November through May.

20. All material obtained from any excavation work that is not contained within foundations, retaining walls, or by other approved methods shall be removed from the subject parcel and disposed of at a TRPA approved location.

21. The applicant shall be fully responsible for any damage caused to trees or other vegetation. This responsibility shall be carried to all employees and subcontractors.

22. All work must be performed in such a manner that the project can be winterized within 24 hours.

23. During construction, environmental protection devices such as adequate erosion control devices, dust control and vegetation protection barriers shall be maintained at all times.

24. Excess debris and waste construction material shall be placed in a centralized area free from flooding or washout and shall be removed from the site as soon as possible.

25. Loose soil mounds or surfaces shall be protected from wind or water erosion by being appropriately covered when construction is not in active progress or in anticipation of a storm.

26. There shall be no grading or land disturbance to existing drainage areas other than as designated on the final construction drawings approved by Agency staff.

27. All excavated material shall be stored upgrade from the excavated areas. No material shall be stored in any stream environment zone.

28. No vehicles or heavy equipment shall be allowed in any stream environment zone, except as specifically authorized by Agency staff.

29. No cleaning of equipment, including cement mixers, shall be permitted where the waste material can enter any stream environment zone or Lake Tahoe.

30. No filling or grading shall be permitted in any wet lands, stream environment zone or flood plain, other than as designated on the final construction drawings approved by Agency staff.

31. The length of open trenches (excluding foundation) at the end of each working day shall not exceed 50 feet.

32. Soil disturbed during the course of any construction shall be removed or protected from erosion onto adjacent lands.

33. Construction equipment shall be limited to the general area of building footprints, access ways, and utility lines within the area of actual construction. No vehicles shall pass over areas designated on plans submitted by the permittee to remain in a natural state.

34. Equipment of a size and type that, under prevailing site conditions, will do the least amount of damage to the environment shall be used.

35. Motor vehicles shall not be operated in wet lands, stream environment zones, or other fragile lands off designated highways, streets, trails, or other thoroughfares, or driveways in a manner that is damaging to the natural environment unless such operation is expressly authorized by Agency staff.

36. Construction equipment shall be limited to the actual area of construction according to approved plans and shall not be operated outside the designated area.

37. The TRPA staff shall be notified in writing at least one day before any work is started on any stream crossing.

38. No excavation or backfill will be permitted when snow is present or ground is frozen unless written permission is obtained from the TRPA.

39. All manholes in the area of auto or bicycle traffic shall be maintained within 1/2" of the finished pavement.

40. Rehabilitation and cleanup of the site following construction must include removal of all construction waste and debris and restoration of topography other than building footprint and driveway.

41. Mud shall not be tracked off the construction site or improved roads. Grading operations shall cease in the event that a danger of tracking mud offsite exists. The site shall be cleaned up and road right-of-way swept clean when necessary.

42. The TRPA shall be provided written notification when the work on the project is complete.

43. No work activity shall be allowed during any holiday which would adversely affect traffic on the adjacent roads.

44. At least one (1) parking space 12' wide shall be appropriately located and signed for the use of vehicles with handicapped persons. The location of said space shall be approved by the TRPA prior to the start of construction. The two required signs shall conform with the Caltrans standard sign specification G-81.

45. Facilities shall be provided for bicycles adequate to secure at least ten (10) full-size bicycles. The bicycle facility shall be secured to the ground or building to provide adequate security. The location and type of storage facility shall be submitted to the TRPA for review and approval prior to the start of construction.

46. Physical barriers shall be provided to confine vehicles to their designated parking areas and driveways. The type and location of these barriers shall be submitted to the TRPA for review and approval prior to the start of construction.

47. This approval does not include approval of any private signs other than those shown on the final construction drawings approved by Agency staff.

48. This approval does not include approval for any outdoor lighting, except as may be shown on the final construction drawings approved by Agency staff.

49. All construction equipment shall be equipped with appropriate mufflers and all construction activities shall occur only between 7 a.m. and 7 p.m.

50. As part of the final construction drawings, the applicants shall submit to Agency staff a forest management program. This program shall be subject to review and approval by Agency staff.

51. At the time when the foundation inspection is requested of the local building department, the Agency must be notified and requested to inspect the site. At the time of this inspection, all drainage and slope stabilization improvements shown on the

construction drawings bearing the TRPA stamp of approval shall have been properly installed in accord with the TRPA 208 Water Quality Plan and Handbook of Best Management Practices. At the time of this inspection, the driveway shall have been paved.

52. This approval is conditioned upon the consent of the applicant, as indicated by his signature upon the permit issued pursuant to this approval, that the TRPA, through its duly authorized representatives or independent contractors, may enter upon the land of the applicant upon which the construction, use or activity authorized by such permit is to occur for the purposes of inspection, the construction or maintenance of those facilities necessary to comply with the TRPA 208 Plan, or as is required by these conditions of approval, and subsequent to such construction or maintenance shall be reimbursed by the applicant for the cost thereof.

53. In the event that buried cultural resources are uncovered as work proceeds on the project, all work shall cease within 20 meters of the find and a qualified professional archeologist shall be called upon to assess the significance of the find and determine adequate mitigation measures. The mitigation measures recommended by the archeologist shall be implemented by the applicant.

54. Prior to issuance of the TRPA permit the store structure shall be reviewed in accordance with the interim procedures set forth by the Agency for considering modifications to historically significant structures. The applicant shall submit a report assessing the feasibility of relocating the store building on the project site. If the report concludes that the building can not be relocated, or otherwise allowed to remain on the site, this matter shall be reconsidered by the TRPA Governing Board.

55. Prior to approval of any final construction drawings for the new cabins the applicant shall submit design review rules to assure that the new cabins are designed to preserve the historical character of the site. At a minimum, these rules shall establish site development standards, architectural standards, and construction procedures. These rules shall be subject to review and approval by Agency staff.

If you have any questions, please contact me.

Sincerely,

Greg George, Chief
Project Review Division

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Attachment

TAHOE REGIONAL PLANNING AGENCY
STANDARD CONDITIONS OF APPROVAL

ATTACHMENT D

1. Each of the following conditions shall be completely performed prior to the issuance of the TRPA permit:

   a. The final revegetation, slope stabilization, and drainage plans shall be submitted to and approved by the Agency staff. These plans shall clearly depict: 1) slope stabilization methods to be performed to stabilize all existing and proposed cut and fill slopes and areas denuded of vegetation; 2) areas to be revegetated, including complete specifications for such revegetation; 3) fencing for vegetation protection; 4) temporary and permanent erosion control devices; 5) measures to be taken for dust control; and 6) all drainage facilities.

   b. Adequate security shall be posted with the permit-issuing authority or the Agency to insure proper installation of the slope stabilization and drainage improvements and revegetation shown on the plans approved under condition 1a. (For details on security procedures, please refer to Attachment J.)

   c. Calculations prepared by a qualified civil engineer demonstrating that the drainage improvements are capable of infiltrating on site the storm water flows from a 2-year, 6-hour storm shall be submitted to and approved by Agency staff.

   d. All authorizations (except building and grading permits) from appropriate public authority applicable to the proposed development shall be obtained, i.e., state highway encroachment permits, state waste discharge permits.

   e. The final construction drawings for all site improvements shall be found by Agency staff to be in substantial conformance with the plans and information submitted as part of this application and this finding so indicated in writing to the permit-issuing authority.

2. Upon the issuance of building and grading permits, construction shall proceed in the following sequence:

   a. The initial phase of the vegetation preservation and protection plan shall be completed.

   b. Installation of temporary erosion protection devices.

   c. Completion of rough grading including installation of mechanical stabilization devices.

d. Completion of structure foundations.

e. Final grading and installation of base for paved areas.

f. Completion of structures.

g. Paving.

h. Landscaping and revegetation.

3. Compliance with all requirements and conditions of the permit-issuing authority. None of said requirements and conditions shall be waived or modified without the concurrence of TRPA.

4. Whenever possible, all utilities shall occupy common trenches and shall be installed at one time. Trench spoil shall be stored within the foundation.

5. There shall be no grading or land disturbance performed with respect to the project between October 15 and May 1, unless proper approvals are obtained.

6. All material obtained from any excavation work that is not contained within foundations, retaining walls, or by other approved methods shall be removed from the subject parcel and disposed of at an approved location.

7. Replanting of all exposed surfaces, as per the revegetation and slope stabilization plan, shall be accomplished within the first growing season following disturbance. Planting shall be accomplished prior to the October 15 grading and land disturbance deadline.

8. All trees and natural vegetation to remain on the site shall be fenced for protection. Scarring of trees shall be avoided and, if scarred, damaged areas shall be repaired with tree seal.

9. All areas to be paved shall be paved prior to October 15.

10. Mud shall not be tracked off the construction site or improved roads. Grading operations shall cease in the event that a danger of tracking mud offsite exists. The site shall be cleaned up and road right-of-way swept clean when necessary.

11. During construction, environmental protection devices such as adequate erosion control devices, dust control and vegetation protection barriers shall be maintained.

12. Rehabilitation and cleanup of the site following construction must include removal of all construction waste and debris.

EXHIBIT G

EXHIBIT B

EXHIBIT G

EXHIBIT B