

**MEMORANDUM
DEPARTMENT OF PUBLIC WORKS AND FACILITIES
COUNTY OF PLACER**

To: Honorable Board of Supervisors Date: November 17,
2015

From: Ken Grehm, Director of Public Works and Facilities
By: Peter Kraatz, Assistant Director

Subject: Engineering / Transfer of Firestone Property / Dollar Creek Shared-Use Trail

ACTION REQUESTED

Adopt a Resolution approving a Transfer Agreement between the North Tahoe Public Utility District (NTPUD) and the County of Placer for transferring ownership of the Firestone Property (APN's 092-010-40, 41, 42 and 093-010-37, 38, 39) from the NTPUD to the County of Placer, and Authorize the Director of Public Works and Facilities, or his designee, to execute the Agreement and all related documents.

BACKGROUND

In January 2015, your Board took action on accepting two easements from the NTPUD for the purposes of gaining site control to construct the 2.4-mile long Dollar Creek Shared-Use Trail. This trail is expected to be built in 2016 and when complete, will represent substantial progress on expanding the nonmotorized shared-use path network along the north shore of Lake Tahoe. The trail will help close the current approximate 8-mile long gap between the Dollar Hill area and the North Tahoe Regional Park. The easements that allow trail construction represent the first step in having a single entity lead the effort in completing the 8 miles of trail. Placer County is proposing to assume ownership of the land beneath Dollar Creek trail alignment such that a single entity can provide trail management and fulfill various agency's goals to implement and operate the entire envisioned 8 miles of trail along with other recreational use opportunities that the 85-acre Firestone Property was originally purchased to provide. The Firestone property was originally purchased by NTPUD with Tahoe Conservancy Funds to promote recreation with in the basin.

Because the Firestone Property was purchased by the NTPUD with state grant funding secured through the California Tahoe Conservancy (Conservancy), the attached Agreement and Grant Deed are contingent upon acceptance by both the NTPUD and the Conservancy. Once accepted by the County and NTPUD, the Agreement and Grant Deed will be forwarded to the Conservancy for their consideration and requested approval.

As agreed to by the NTPUD Board of Directors at their December 11, 2014 meeting for development of a property transfer agreement, County staff present at the meeting expressed the commitment to a number of responsibilities including construction, operation, and maintenance of the planned 2.4-mile Dollar Creek trail that crosses the Firestone property. In addition, the County will be responsible for planning and implementing additional trail projects to ultimately connect the proposed Dollar Creek trail to the North Tahoe Regional Park in Tahoe Vista. These future trail projects will be implemented based on the availability of future funding. All other County responsibilities expressed at the December 11, 2014 NTPUD Board meeting are documented in the attached Agreement.

ENVIRONMENTAL CLEARANCE

The County, acting as lead agency, prepared an Initial Study and Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring Program for the 2.4-mile long Dollar Creek Shared-Use Trail Project. Your Board adopted the MND on October 23, 2012, and a Notice of Determination (NOD) was filed with the State Clearinghouse (SCH #2012062010). Since completion of the IS/MND, there is no new information, substantial changes to the Project, or changes to Project implementation which would involve any significant effects which were not analyzed in the IS/MND including the requested action to transfer the Firestone Property from the NTPUD to the County for the purposes of having a single entity to implement and manage the Project and foster future recreational goals attached to ownership of the Property.

FISCAL IMPACT

The estimated construction cost for the Dollar Creek trail crossing the Firestone Property is \$3,400,000 to be fully funded by the Federal Lands Access Program (FLAP). Operation and maintenance funding for the trail is estimated to be up to \$20,000 per mile per year, and this funding is yet to be identified, but would include local funding sources such as County transient occupancy taxes. Funding for project construction will be provided by FLAP and administrated by the Central Federal Lands Division of the Federal Highway Administration. In terms of long term maintenance of the Firestone Property outside of the trail project, funding has not yet been identified, but could be \$20,000 per year or more for forest health and fuels reduction tasks.

Attachment 1 – Resolution

Attachment 2 – Transfer Agreement

Attachment 3 – Project Map

MEMORANDUM
Before the Board of Supervisors
County of Placer, State of California

In the matter of:

A resolution approving an agreement between the North Tahoe Public Utility District and the County of Placer to transfer ownership of the property to the county; and authorize the director of public works and facilities or designee to execute, the agreement and all related documents

Resol. No. _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on _____ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes a Transfer Agreement between the North Tahoe Public Utility District and the County of Placer to, at a minimum, for the purpose of implementing the Dollar Creek Shared Use Trail and if and as financing and any necessary project approvals are obtained, the North Tahoe Bike Trail Project, as well as for any other lawful use; and authorizing the Director of Public Works and Facilities or designee to execute the agreement and all related documents.

AGREEMENT BETWEEN THE NORTH TAHOE PUBLIC UTILITY DISTRICT
AND THE COUNTY OF PLACER REGARDING THE FIRESTONE PROPERTY

This AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the County of Placer, a political subdivision of the State of California, hereinafter referred to as "County", and the North Tahoe Public Utility District, hereinafter referred to as "NTPUD."

WITNESSETH:

WHEREAS, on June 21, 1988 the NTPUD entered into a grant agreement for the acquisition of real property to implement the North Tahoe Public Utility District Bike Trail Acquisition Project, with the State of California, acting by and through the California Tahoe Conservancy, Agreement No. CTA-7038, as amended in CTA-7038-1 and CTA-7038-2 (herein collectively referred to as "Conservancy Grant Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to said Conservancy Grant Agreement the NTPUD obtained fee ownership of certain real property, approximately eighty five (85) acres in size and sometimes referred to as the "Firestone Property" (herein "the Property") by Grant Deed dated July 3, 1990, recorded as Document No. 90-042559 in the Official Records of Placer County, as such Property is more fully depicted on attached Exhibit "B".

WHEREAS, the County has obtained financing and necessary approvals to construct a 2.2 mile trail project known as the Dollar Creek Shared Use Trail Project and desires to construct said trail project and assume the NTPUD's responsibilities under the Conservancy Grant Agreement, including acting as lead agency for said construction; and

WHEREAS, the County has indicated it intends to pursue construction of the entire North Tahoe Bike Trail alignment contemplated in the Conservancy Grant Agreement, as funding and any necessary subsequent approvals are obtained; and

WHEREAS, upon completion, the North Tahoe Bike Trail, including the separate 2.2 mile Dollar Creek Shared Use Trail Project expected to break ground in 2016, provides NTPUD residents and rate-payers with a valuable recreational amenity at no cost to the NTPUD, its residents and its rate-payers; and

WHEREAS, the County has requested transfer of ownership of the Property to the County as part of the construction and maintenance of Dollar Creek Shared Use Trail Project and to act as lead agency for said transfer; and

WHEREAS, said transfer would not be a sale for monetary compensation; and

WHEREAS, pursuant to the terms of the Conservancy Grant Agreement the transfer is an action which requires the approval of the Board of Directors of the California Tahoe Conservancy; and

WHEREAS, the NTPUD is willing to transfer the Property to the County provided the County assumes full responsibility for construction and maintenance of the entire trail alignment, if any when built, between Dollar Hill and the North Tahoe Regional Park, the County assumes NTPUD's responsibilities under the Conservancy Grant Agreement (CTA-7038), the Conservancy's enabling legislation (Government Code Section 66905 et seq.) and the Lake Tahoe Acquisitions Bond Act (Government Code Section 66950 et seq.) relating to the entire

trail alignment, the County holds the NTPUD harmless against all responsibility for trail construction and maintenance, and the transfer of the Property to the County includes a reservation of easements for existing and contemplated NTPUD utility services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, IT IS AGREED AS FOLLOWS;

1. The County and the NTPUD agree to enter into this Transfer Agreement (herein "Agreement") contingent upon approval of the Board of Directors of the California Tahoe Conservancy.
2. The NTPUD agrees to transfer ownership of the Property to the County. The parties agree that the transfer shall be for no monetary compensation and shall be, at a minimum, for the purpose of implementing the Dollar Creek Shared Use Trail and, if and as financing and any necessary project approvals are obtained, the North Tahoe Bike Trail Project, as well as for any other lawful use. The grant deed implementing said transfer shall be that attached hereto as Exhibit "C" and incorporated herein by this reference. The parties agree that the County may elect to conduct the transfer through escrow at Placer Title Company, 193 Fulweiler Ave., Auburn, CA 95603. If so, the County shall be responsible for all escrow costs, including the cost of title insurance if requested by the County.
3. Exhibit "C" shall include reservation of easements and/or other property interests in favor of the NTPUD for water and sewer utilities, including communication facilities, and ingress and egress thereto as deemed necessary for current and future needs by the NTPUD.
4. Exhibit "C" shall include State of California Right of Entry language as follows:

SUBJECT to a right of entry by the STATE OF CALIFORNIA in the event that any essential term or condition of that certain grant agreement for the acquisition of real property, No. CTA-7038, entered into between State, acting by and through the California Tahoe Conservancy and the North Tahoe Public Utility District on June 21, 1988, as amended in CTA-7038-1 and CTA-7038-2, is violated, or the property is ever used in a manner inconsistent with the provisions of the Lake Tahoe Acquisitions Bond Act (Government Code Section 66950 et seq.). Exercise of said right of entry shall be by State's recordation of a notice of the default of the County under said agreement and shall have the effect of vesting full County title to the hereinabove described real property in State at the expiration of thirty (30) days from the recordation of said notice.

The right of entry created herein is subject to the provisions of California Civil Code Sections 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

Provided, however, that the State's right of entry shall not apply to and shall be subordinate to those easements excepted herein and reserved in favor of the North Tahoe Public Utility District for water and sewer utilities and appurtenances thereto, including but not limited to transmission and distribution lines, water tanks, water treatment facilities, pumps, communication, security and alarm systems, power lines and power back-up systems, and for ingress and egress.

5. The County agrees to assume and hereby assumes NTPUD's planning, permitting, construction, operation and maintenance, and other responsibility related to the entire

proposed North Tahoe Bike Trail Project, defined for the purposes of this Agreement as commencing at SR 28/Dollar Hill, crossing the Firestone Property, and ending at the North Tahoe Regional Park, under the Conservancy Grant Agreement and any other agreements.

6. The County shall act as lead agency and comply with the California Environmental Quality Act (CEQA - California Public Resources Code section 21000 et seq.) with regard to this Agreement and to construction and maintenance of the Dollar Creek Shared Use Trail and the proposed North Tahoe Bike Trail Project. Under no circumstances shall the NTPUD be considered a lead agency or be responsible for securing any permits and approvals.
7. The County agrees to support, to the extent lawfully allowable, a three party agreement with the California Tahoe Conservancy and the NTPUD, or provide the California Tahoe Conservancy with a resolution of support that, should the Property ever, all or in part, be utilized for non-Lake Tahoe Acquisitions Bond Act purposes, any revenue from said use be considered for allocation back to property acquisition within the boundaries of the NTPUD as allowed by the Lake Tahoe Acquisitions Bond Act. NTPUD agrees that regardless of County support, there is no certainty or guarantee that revenues can be specifically used for acquisition within the boundaries of the NTPUD.
8. The County agrees to conduct a good faith public process for the Property intended to solicit public input and disseminate information regarding any anticipated change in land use beyond construction and operation of the multi-use trail.
9. The County agrees that an open public process will occur if a change in land use is contemplated beyond construction and operation of the planned shared-use trail. Consistent with the 1988 California Tahoe Conservancy-NTPUD grant agreement under which the Property was purchased, the parties agree that any such land use change may require acquisition of the land at fair market value with revenues directed as set forth above with the understanding that even with County support, there is no certainty or guarantee that said revenues can be used for acquisition within the boundaries of the NTPUD. In addition, the parties agree that any such land use change would be subject to applicable environmental review and requirements imposed by the California Environmental Quality Act, the Tahoe Regional Planning Agency, and Placer County. The parties agree that such requirements for land use change consideration may include, but are not necessarily limited to, environmental analysis of identifying potential impacts and corresponding mitigation measures.
10. The County takes the Property "as-is" without any warranty of fitness for any particular purpose and waives all claims against the NTPUD, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property. County further agrees to protect, save, hold harmless, indemnify and defend the NTPUD, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by District, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with the Property, the County's use of the Property and/or the Multi-Purpose Trail for which the County intends to use the Property, except those arising out of the sole active negligence or willful misconduct of the NTPUD. The County will further cause such indemnification and waiver of claims in favor of the NTPUD to be inserted in each contract that County executes for the construction and provision of services in connection with the Multi-Purpose Trail.

11. This Agreement shall not become effective and title to the Property shall not be transferred until this Agreement and its terms have been approved by the Board of Directors of the California Tahoe Conservancy and the approval confirmed as indicated below.
12. This Agreement constitutes the entire agreement between the NTPUD and the County relating to the topics contained herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the NTPUD and the County.
13. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the NTPUD and the County, and shall be deemed covenants that run with the land.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

APPROVE AS TO PROCEDURE:

North Tahoe Public Utility District (NTPUD)

By: _____
Ken Grehm, Director
Department of
Public Works and Facilities

By: _____
John Bergmann
President, Board of Directors

Date: _____

Date: _____

APPROVE AS TO FORM:

APPROVE AS TO FORM:

By: _____
County Counsel, Placer County

By: _____
Counsel, NTPUD

Date: _____

Date: _____

Approval by California Tahoe Conservancy:

On behalf of the State of California, the California Tahoe Conservancy hereby approves the transfer herein upon the terms stated herein, approves the NTPUD's reservation of utility easements and/or other property interests as stated in the Agreement and the Grant Deed attached to the Agreement, agrees that the State of California's Right of Entry shall be subordinate to the utility easements and/or other property interests reserved by the NTPUD, and releases the NTPUD from any liability or obligations under the Conservancy Grant Agreement, including but not limited to any liability for presently planned or future segments of the proposed North Tahoe Bike Trail Project.

California Tahoe Conservancy

APPROVE AS TO FORM:

By: _____
Member, Board of Directors

By: _____
Counsel, California Tahoe Conservancy

Date: _____

Date: _____

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
 GOVERNMENT CODE SECTION 27151

North Tahoe
 Bike Trail

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

THIS AGREEMENT made and entered into this 21st date of June, 1988, the State of California, by and between State of California, through its duly elected or appointed, authorized and acting

NAME OF OFFICER ACTING FOR STATE Executive Officer	AGENCY California Tahoe Conservancy	hereafter called the State, and hereafter called the Contractor.	CONTRACT NUMBER CTA-7038	AM. NO.
North Tahoe Public Utility District			CONTRACTOR'S I.D. NUMBER	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. Scope of Agreement

- a. Pursuant to Section 66907.7 et seq. of the Government Code and its resolution of June 17, 1988, the California Tahoe Conservancy (hereafter called the "Conservancy") hereby grants to the North Tahoe Public Utility District (hereafter called the "Grantee") a sum not to exceed one million one hundred and eighty-six thousand dollars (\$1,186,000) subject to the terms and conditions of this Agreement. These funds shall be used to acquire that certain real property necessary to implement the North Tahoe Public Utility District Bike Trail Acquisition Project, described hereinbelow, located in the County of Placer, State of California, more particularly described in the attached Exhibit D (hereafter the "Property").

CONTINUED ON 8 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY California Tahoe Conservancy		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) North Tahoe Public Utility District			
(AUTHORIZED SIGNATURE) <i>Dennis T. Machida</i>		BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>			
PRINTED NAME OF PERSON SIGNING Dennis T. Machida		PRINTED NAME AND TITLE OF PERSON SIGNING John C. Hassenplug, General Manager			
TITLE Executive Officer		ADDRESS P. O. Box 139, Tahoe Vista, CA 95732			
AMOUNT ENCUMBERED \$1,186,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay and Local Assistance	FUND TITLE Lake Tahoe Acquisitions			
UNENCUMBERED BALANCE	(OPTIONAL USE) CTC Code 993738	Department of General Services Use Only			
INCREASING ENCUMBRANCE	ITEM 3125-301-720 (b)	CHAPTER 186	STATUTE 86	FISCAL YEAR 87-88	
DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE) 661701 - Grants and Subventions	3125-701-76856			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <i>Leonora P. Conroy</i>		DATE 6/21/88			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE			

- b. Any changes in the parcels or interests to be acquired must be consistent with the purposes of this grant and must be submitted in writing to the Executive Officer of the Conservancy for his review and written approval prior to commencement of acquisition activities.
- c. Grantee agrees to complete acquisition of the Property in accordance with the dates set forth in the Project Schedule described in Exhibit B. For good cause shown, said dates may be extended by the Executive Officer upon written request by the Grantee.
- d. The Grantee agrees that the interests in property acquired under this Agreement shall be used by the Grantee only for the purpose of the North Tahoe Public Utility District Bike Trail Acquisition Project, as more particularly described in the Conservancy Staff Recommendation of June 17, 1988, to be attached hereto as Exhibit A (the "Project") and that no other use, sale or disposition of the Property that is inconsistent with the purposes of this Agreement, the Conservancy's enabling legislation (Government Code Section 66905 et seq.) and the Lake Tahoe Acquisitions Bond Act (Government Code Section 66950 et seq.) shall be permitted, except as authorized by the Conservancy's governing board. The deed or other instrument of conveyance by which Grantee acquires the Property shall reflect this restriction, and shall set forth, as an express condition subsequent or executory limitation upon the title to be vested in Grantee, the right of Conservancy or its designee to enter and take title to the Property in the event that an essential term or condition of this Agreement is violated (as specified in the section entitled "Conditions", below). The Grantee agrees to operate and maintain the Property for purposes of the Project, as detailed in the "Operation and Maintenance" section of this Agreement.
- e. If Grantee constructs improvements on the Property, then, for each major segment or element of the improvements, Grantee shall erect and maintain signs on the Property which identify the project and the respective roles of the Conservancy and the Grantee and acknowledge the Conservancy's funding assistance, as well as interpretive signs, if proposed.

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (a) Upon adoption by the Conservancy board the Conservancy's staff recommendation containing Conservancy's resolution of June 17, 1988 (Exhibit A);
- (b) Exhibit B, Project Schedule and Budget;
- (c) Exhibit C, Grantee's List of Assurances;
- (d) Exhibit D, detailed description of the Property;
- (e) Exhibit E, Model Deed Language
- (f) Exhibit F, Sample Request for Disbursement form.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) Conservancy Resolution; (2) the body of the Agreement; (3) the detailed description of the Property; (4) the Model Deed language; (5) the Conservancy staff recommendation; (6) the Grantee's List of Assurances; (7) the Project Schedule and Budget; and (8) the Sample Request for Disbursement form.

3. Conditions

- a. Disbursement of any and all funds under this Agreement is subject to the following conditions:

(1) Grantee shall submit all title and acquisition documents pertaining to the acquisition, including appraisals, preliminary (title) reports, agreements for purchase and sale, escrow instructions, and instruments of conveyance such as deeds, to the Conservancy's Executive Officer for his review and approval prior to acquisition.

(2) The funding provided under this Agreement for the purchase price of any interest in property may not exceed fair market value as established by an appraisal and as approved by the Executive Officer in writing, and in any event shall not exceed the amount set forth in the section entitled "Scope of Agreement" above.

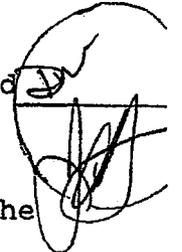
(3) The costs and/or expenses were incurred after the effective date of this Agreement.

(4) The interest(s) in property acquired pursuant to this Agreement may not be used as security for any debt without the written approval of the Executive Officer.

(5) The Grantee shall not transfer any interest(s) in property acquired pursuant to this Agreement unless a new agreement sufficient to protect the interest of the people of the State of California has been entered into

with the transferee and approved by the Conservancy's board.

(6) If any essential term or condition of this Agreement is violated, after acquisition of any real property under this Agreement, title to all the interest(s) in real property acquired under this Agreement shall immediately vest in the State of California, at the expiration of thirty (30) days after the Conservancy's recordation of a notice that Grantee has defaulted under one or more of the essential terms of this Agreement, unless before the expiration of said thirty (30) day period Conservancy records notice that said default has been cured. For purposes of this paragraph, the "essential terms and conditions" shall consist of conditions ~~(3)~~ and (4) and (5) above, and the requirements of the "Operation and Maintenance" and "Assignability" sections of this Agreement. The grantee shall use the language contained in Exhibit E in all deeds where an interest in real property is acquired pursuant to this Agreement.



4. Costs and Disbursements

- a. Upon satisfaction of conditions (1) and (2) in the "CONDITIONS" section above, the Conservancy agrees to disburse on behalf of Grantee a total amount not to exceed one million, one hundred and eighty-six thousand dollars (\$1,186,000), according to the Project Schedule and Budget (Exhibit B) in the manner provided below.
- b. Subject to the conditions of this Agreement, the full amount payable by Conservancy toward the purchase of the Property, including title costs and escrow fees, will at Grantee's request be paid by Conservancy directly to Grantee or into an escrow account established for such acquisition upon approval of the purchase and sale agreements, escrow instructions and documents of title by the Executive Officer, and submittal of a "Request for Disbursement" form substantially in the form of Exhibit F, or comparable invoice, by the Grantee.
- c. For Project costs other than those paid as provided in (b) above, including costs of surveys, site inspections, preparation of appraisals, etc., disbursement shall be made upon completion of the services or products for which expenses are incurred and which were previously approved by the Executive Officer. The Grantee shall request disbursement not more often than monthly by filing with the Conservancy a fully executed "Request for Disbursement" or comparable invoice which contains:

- Grantee's name and address;
- the number of this Agreement;
- the date of the submittal;
- the amount of the invoice;
- an itemized description of all work done for which disbursement is requested;
- any supporting invoices or other source documents from sub-contractors hired by the Grantee to complete any portion of the Project funded under this Agreement; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Failure to submit a completed Request for Disbursement form, with all necessary supporting documents, shall relieve the Conservancy of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected. Due to appropriation time limits, all invoices must be submitted on or before May 1, 1990.

Conservancy will make best efforts to forward each complete and approved Request for Disbursement to the State Department of General Services or to the Office of the State Controller, as the case maybe, within ten (10) working days of receipt by the Conservancy.

5. Termination of Agreement

- a. Prior to Grantee's entering into a binding agreement to purchase the Property, either party may terminate this Agreement for any reason by providing the other party with sixty (60) days notice in writing.
- b. In the event of early termination by the Conservancy under the immediately preceding sub-paragraph, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and noncancelable (binding) obligation incurred by the Grantee in the performance of this Agreement until the date of the notice to terminate but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

6. Operation and Maintenance

- a. The Grantee agrees to operate and maintain the Property in a manner and for a period commensurate with the purposes of the Project. The Grantee agrees to assume all management, operations and maintenance costs of the Project or any future project involving the Property and

the Conservancy and the State of California shall not be liable for any cost of such operation and maintenance.

- b. The Grantee may be excused from its obligations for operation and maintenance of the Property during the term of this Agreement only upon the written approval of the Executive Officer of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
- c. Where Grantee constructs improvements on the Property for the purpose of carrying out the Project, and thereafter fails to maintain such improvements during the term of this Agreement, other than for reasons beyond Grantee's control, Grantee shall, at Conservancy's election, repay to the Conservancy all amounts disbursed hereunder in lieu of Conservancy's taking title to the property under the "Conditions" section hereinabove. Grantee may, by written request and statement of reasons, seek Conservancy's waiver of the right to repayment.

If the Executive Officer or his designee does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision. Following the determination of the governing board, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

- d. Except as expressly stated herein, this section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

7. Liability

- a. The Grantee shall be responsible for, indemnify, and save harmless the Conservancy and its members, officers, agents, and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the design, construction, operation, repair, maintenance, existence, or failure of any project which utilizes the Property, except to the extent of, and in direct proportion to, the active negligence of the Conservancy, its member(s), officer(s), agent(s) or employee(s) which arises other

than from (1) a failure by Conservancy to warn of hazards based upon its review or inspection of the Project plans, designs, specifications, or site(s) and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications, or site(s).

- b. The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from Conservancy to Grantee, and is not an "agreement" as that term is defined in Government Code Section 895. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.
- c. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.
- d. Conservancy assumes no responsibility for assuring the safety of any site improvements constructed on the Property and of the Property itself.

8. Audits/Accounting/Records

The Grantee shall maintain satisfactory financial accounts, documents, and records relating to the acquisition of the Property and any other expenses under this Agreement, and shall make them available to the Conservancy staff for auditing and inspection. Such accounts, documents, and records shall be retained by the Grantee for three years following the date of final disbursement by the Conservancy under this Agreement, and shall be subject to examination and audit by the State of California Auditor General during this period. The Grantee may use any generally accepted accounting system.

9. Nondiscrimination Clause

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. The Grantee and its

contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

10. Relocation Assistance

Where any individual, family, or business is displaced as a result of Grantee's acquisition of the Property, Grantee shall comply with the provisions of the California relocation assistance law (Government Code Section 7260 et seq.) and provide all necessary relocation advisory assistance and payments.

11. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the State of California.

12. Assignability

Without the written consent of the State, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

13. Time of the Essence

Time is of the essence of this Agreement.

14. Amendments

Unless otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in

writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

15. Project Coordinators

David Gregorich and Julie Hashem (or such other person(s) as the Executive Officer may designate from time to time) are designated the Conservancy's Project Coordinator for this grant. Lee Schegg is designated the Project Coordinator for the Grantee.

16. Conservancy Approvals

All actions and approvals required to be taken by the Conservancy under this Agreement may be taken by the Executive Officer or his designee.

17. Resolution

The signature of the Executive Officer of the Conservancy on this Agreement certifies that at its June 17, 1988, meeting, the Conservancy approved a grant of one million, one hundred and eighty-six thousand dollars (\$1,186,000) to the Grantee for the implementation of the project described in the attached conservancy staff recommendation (Exhibit A).

18. Section Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

19. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

20. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Project and may be modified except by an instrument in writing signed by the parties hereto.

EXHIBIT A

Tahoe Conservancy
Staff Recommendation
6-88-7
June 17, 1988

North Tahoe Bike Trail Acquisition Project

REQUESTED ACTION: Authorization of a grant to the North Tahoe Public Utility District (NTPUD) to acquire right-of-way for a 6.7-mile bicycle trail to increase and enhance public access and recreational opportunities on the north shore of Lake Tahoe.

LOCATION: From the North Tahoe Regional Park in Tahoe Vista to Dollar Point, in Placer County. The route generally follows the 6,500-foot elevation contour (Exhibit 1).

FISCAL SUMMARY: Acquisition Grant Amount: \$1,186,000
Source of Funds: Lake Tahoe Acquisitions
Bond Act

RECOMMENDATION: Staff recommends that the Conservancy adopt the following resolution pursuant to Government Code Sections 66905 et seq., 66907, 66907.7, and 66950 et seq.:

"The California Tahoe Conservancy hereby authorizes a grant of up to \$1,186,000 to the North Tahoe Public Utility District (NTPUD) for the acquisition of various interests in property, and authorizes staff to enter into a grant agreement and to take all other steps, in substantial conformity with the purposes of the project and the terms and provisions discussed in the accompanying staff report and exhibits, necessary to fund and implement the North Tahoe Bike Trail Acquisition Project.

"The award of the grant and the disbursement of funds is conditioned upon a commitment by NTPUD, by resolution and through execution of the grant agreement, to undertake the project and to manage and maintain the property in a manner consistent with the purposes and scope of the grant."

Staff further recommends that the Conservancy adopt the following finding based on the accompanying staff report:

"The California Tahoe Conservancy has considered the environmental effects of the proposed project as described in the attached Negative Declaration and Initial Study adopted by NTPUD (Exhibit 3 of the accompanying staff report), and finds there is no substantial evidence that the project will have a significant effect on the environment."

STAFF DISCUSSION:

I. Introduction

At the May 21, 1987 board meeting, staff presented the North Tahoe Bike Trail Acquisition Project for conceptual review. Based upon the board's review, NTPUD has submitted a final application for this project. It is now being presented by staff for formal consideration by the board.

This acquisition project is being submitted for approval under the Conservancy's Public Access and Recreation Program adopted on December 19, 1986.

The objective of this program is to increase and enhance significant regional public access and recreational opportunities by undertaking projects throughout the California side of the Basin with emphasis on providing access to regionally significant lakefront, riverfront, and natural areas which receive or can accommodate significant visitor use. This can be accomplished by providing new facilities; connecting existing facilities with trails; expanding the capacity of existing, overutilized facilities; providing additional support facilities and promoting the use of existing, underutilized facilities; and adapting heavily-used though unimproved areas to accommodate public use.

Approval of this project will provide access to a regionally significant natural area. The proposed bicycle trail will connect existing public recreational facilities by expanding an existing network of bicycle trails.

The proposed bike trail will link bicycle trails from Kings Beach to Tahoe City, creating an approximately 11-mile long bicycle trail. It will provide a year-round public recreational facility for biking, hiking, and cross-country skiing. The trail will provide access to natural areas on public lands, and will offer a route to scenic vista points. In addition, the proposed trail will provide an alternative transportation corridor, linking commercial, residential, and recreational facilities.

II. Project Description

NTPUD is requesting a grant of \$1,186,000 for the acquisition of right-of-way for an approximately 6.7-mile multiple-purpose trail. The proposed route will extend from the North Tahoe Regional Park in the Tahoe Vista area to Dollar Hill (Exhibit 1). The route will connect with bicycle trails in the Regional Park at its northern end and with the Tahoe City Public Utility District bicycle trail at its southern end. Completion of the proposed trail could eventually lead to a linked system with approximately 25 miles of trail extending to Squaw Valley to the north and to Sugar Pine Point State Park to the south.

NTPUD staff established a seven mile long project study corridor generally following the 6,500-foot elevation contour. The final alignment of the proposed trail will depend on future engineering and environmental studies, and on landowner negotiations. The 6,500-foot elevation contour was selected because both the upper portion of the regional park and the top of Dollar Hill where the existing bicycle trail ends are at this elevation. To meet California Department of Transportation (Caltrans) standards, a bicycle route should not be steeper than a 5% grade. Maintaining an adequate grade will be more feasible if the route can follow the 6,500-foot contour.

In addition, a route along the 6,500-foot contour will minimize conflicts with residential areas and vehicles, by traveling through a generally undeveloped band of forest land behind most existing residential areas.

The 6,500-foot contour also provides for a high quality recreational facility. The elevation and gradient will facilitate multiple use of the trail, including cross-country skiing. This corridor affords spectacular views of Lake Tahoe, and traverses a variety of terrain, adding to the quality of the recreational experience for all types of users.

In a few areas, it may be necessary because of the terrain, existing development, landowner negotiations, or environmental constraints to use a slightly higher or lower elevation contour.

The selected study corridor is north and west of existing residential and commercial areas. It traverses a forested area, with a combination of red fir and lodgepole pine forest. Red fir, lodgepole pine, jeffrey pine, incense cedar, and sugar pine dominate the overstory. Shrubs including mountain whitethorn and manzanita are common in the understory. No sensitive plant or animal species or

cultural resources are known to be present in this area. Prior to final route selection, qualified biologists and archaeologists will survey the selected corridor to further ensure that the route will avoid impacts on natural and cultural resources.

Some of the forest lands within the study corridor were logged several years ago, and the ground surface has been disturbed. Construction of utility corridors and the development of a quarry have disturbed other areas. NTPUD intends to incorporate these disturbed areas into the final alignment, to minimize new land disturbance.

The proposed study corridor traverses a variety of land capability classes. Approximately 66% of the corridor is within Bailey classes 4, 5, and 6. Approximately 34% is within the lower capability classes 1b, 1c, 2, and 3. Exact areas will be determined after design plans are completed. NTPUD intends to minimize the use of sensitive land categories as much as feasible in the selection of the alignment.

It should be noted that the corridor will need to cross streams and drainages because of its linear nature. Stream crossings will be designed at right angles to the drainages to the extent feasible, to minimize the area to be disturbed. Where feasible, existing crossings will be used. Unavoidable impacts to stream environment zones will be fully mitigated, and damaged stream environment zones will be restored and revegetated. If necessary, degraded stream environment zones will be restored (on a 1.5 to 1 area basis) as compensation for any losses.

Current land ownership in the selected corridor is approximately 60% private and 40% public lands. Of the public land, 26% is in the National Forest, 9% is owned by Placer County, and 5% is owned by the Conservancy. Approximately 26 parcels may be involved in the project; 18 of these are in private ownership. Special use permits will be sought for lands in public ownership.

NTPUD intends to secure a minimum 30-foot wide permanent right-of-way (easement or fee) within this corridor. This corridor may vary in width, to adapt to limitations of the terrain, to avoid impacts on stream zones or other resources, and to provide needed coverage. The proposed right-of-way would be sufficient to accommodate an approximately 12-foot wide paved path with two-foot wide shoulders. The width will be sufficient for two-way bicycle traffic and use by public safety and maintenance vehicles, and will allow construction of a self-guided nature trail. The trail width and grade will be adequate for use by people

in wheelchairs. The trail will be built to Caltrans standards for a Class I bicycle trail, i.e., it will be a two-way trail, a minimum of eight feet in width, separated from roadways.

Construction of the bike trail will enhance a year-round recreation trail system. It is intended to provide a direct link between existing recreational facilities and promote a transportation alternative in the warmer seasons, and to create a corridor for cross-country skiing trails in the winter.

If this grant is approved, NTPUD will proceed with selection of the bike trail alignment, preliminary engineering activities, and landowner negotiations. NTPUD proposes to seek construction funding upon completion of the right-of-way acquisition process.

III. Project Budget

Project costs seem reasonable based on comparison with estimates found in other area project proposals and other area Conservancy acquisitions. Direct project costs as identified in the NTPUD application are as follows:

Direct acquisition cost	\$ 989,000
Appraisal and title fees	25,000
Engineering and administration	<u>172,000</u>
Total	\$1,186,000

IV. Project Implementation

If the grant is approved by the board, staff will execute a standard grant agreement with NTPUD. NTPUD will then proceed with planning the corridor. Prior to final selection of areas for acquisition, NTPUD will conduct natural and cultural resource inventories and provide any other needed environmental documentation.

NTPUD expects to complete acquisition by April 1989. NTPUD's estimated project schedule is as follows:

<u>Activity</u>	<u>Date of submittal to Conservancy</u>
Appraisals and title documents ordered	July, 1988
Conservancy approval of appraisal and preliminary title reports	August, 1988

Negotiation and agreement of sales	Fall, 1988
Conservancy approval of instruments of conveyance, escrow instructions, and purchase agreements	January, 1989
Close of escrow	February, 1989

V. Project Evaluation

Staff has evaluated the project and in its opinion the project is consistent with program objectives and criteria as follows:

Significance

Acquisition and eventual development of the project corridor will significantly enhance public access and recreational opportunities by providing a linked series of high-quality bicycle trails from Kings Beach to Tahoe City, for a total of approximately 11 miles. The completed trail could also eventually be connected with the 10-mile trail from Tahoe City to Sugar Pine Point State Park, the 3.5-mile trail along the Truckee River, and the 1-mile trail to Squaw Valley. A needed link in the bike trail system east of and including the Tahoe City "Y" is being addressed in the community planning process. Construction of the NTPUD bicycle trail will be a major step toward the Tahoe Regional Planning Agency (TRPA) goal of a "comprehensive basin-wide bicycle and pedestrian system."

The completed trail will be valuable for recreational biking, hiking, and skiing, and will provide the opportunity for an alternative mode of transportation to recreation areas. It will provide an alternative to the relatively narrow and congested highway route for cyclists and pedestrians.

The NTPUD bike path will be wide enough to allow day hikes. In addition, the right-of-way will be wide enough to accommodate NTPUD plans to create a self-guided nature trail. The route will allow access to and enjoyment of an attractive natural area currently unavailable to the general public.

NTPUD projects that initial use of this trail segment will be 10,000 people per year. User surveys from other bike trails within the Tahoe Basin show increasing use of existing trails and demand for additional trails.

Adequacy of Design

The trail corridor has been selected to allow construction of a Class I trail to meet Caltrans design standards. The proposed 30-foot wide corridor is sufficiently wide to accommodate a Class I trail with two-way traffic and adequate shoulders. The corridor route along the 6,500-foot elevation contour will allow an acceptable trail gradient (level to a 5% grade). The proposed trail corridor will promote cyclist and pedestrian safety by providing a separate trail away from the highway.

The final trail route will be designed to minimize environmental impacts. Where impacts cannot be avoided, all feasible mitigation measures, including off-site mitigation of stream environment zone impacts, will be incorporated into the project. Construction of site improvements will comply with all Best Management Practices to limit soil erosion and water quality degradation.

Comprehensiveness

The proposed acquisition will allow construction of a bicycle trail that will link existing trails from near Kings Beach to Tahoe City. The proposed trail may eventually connect with trails to Sugar Pine Point State Park and along the Truckee River. This will be a year-round facility, available for biking, hiking, interpretive activities, and cross-county skiing.

Cost-effectiveness

The project will be cost-effective for the Conservancy as NTPUD will manage the acquisitions and maintain the proposed site improvements. Where possible, NTPUD will purchase easements on private land and obtain use permits on public land to avoid fee acquisition. NTPUD will seek site improvement funding from additional sources.

Implementability

Completion of acquisition is planned for spring 1989. Land ownership within the corridor is 60% private and 40% public (Federal, State, and local governments). Should any owners be unwilling to sell easements or fee title, NTPUD has the flexibility to make final selections for route alignment to avoid these properties.

Management

NTPUD will maintain any site improvements for a minimum of 20 years and will maintain the property as open space until

site improvement funding is obtained and construction is completed.

Planning Considerations

The U.S. Forest Service (USFS) has submitted a letter of support for the proposed bike trail (Exhibit 2). Completion of bike trail systems is one of the goals promoted in the USFS Lake Tahoe Basin Management Unit Land Management Plan. It is also consistent with the Conservancy's program objectives.

The proposed project appears to comply with recreation and transportation elements of the TRPA Regional Plan. The Regional Transportation Plan, adopted in April 1988, states that bikeways within the Basin will be expanded to improve circulation, reduce conflicts between motorists and bicyclists, and provide an alternative to the private automobile. This plan states that a major need is to provide a Class I bikeway from Dollar Hill to Incline Village. The proposed project would fulfill a large portion of this goal. The project also complies with the Recreational Element of the TRPA Regional Plan, which encourages providing opportunities for dispersed recreation when consistent with environmental values and protection of natural resources.

The project corridor passes through three TRPA planning areas: (1) North Tahoe Recreation Area (024A); (2) Watson Creek (013); and (3) North Tahoe High School (012). All three Plan Area Statements allow various types of dispersed or developed recreational opportunities. The permissible uses in all three plans include recreational developments such as cross-country skiing courses and riding and hiking trails.

VI. Consistency with Conservancy's Enabling Legislation

Implementation of this project is consistent with the Conservancy's enabling legislation and funding source requirements. Specifically, the Conservancy is authorized under Government Code Section 66907.7 to award grants to local public agencies, including districts, for purposes which include providing public access or recreational facilities. In addition, under the Lake Tahoe Acquisitions Bond Act (Government Code Section 66950 et seq.) funds may be expended for acquisition of lands for purposes including the provision of public access.

VII. Compliance with the California Environmental Quality Act (CEQA)

Pursuant to State CEQA Guidelines (Title 14, California Administrative Code Section 15300 et seq.), NTPUD has prepared and adopted a Negative Declaration for this project (Exhibit 3). In staff's opinion, based in part on an analysis completed by the Office of Project Development and Management of the Department of General Services, the contents of the initial study, and any comments received, there is no substantial evidence that the project will have a significant effect on the environment.

If the board makes this same finding and approves the project, staff will file a Notice of Determination with the State Clearinghouse (Exhibit 4) stating that the Conservancy has considered the project in light of NTPUD's adopted Negative Declaration and finds there is no substantial evidence that the project will have a significant effect on the environment, pursuant to Section 15096 of the State CEQA Guidelines.

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

STATE OF CALIFORNIA
STD. 2 (REV. 2/85)

No. 1 Tahoe
Bike Trail

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER
- CONTROLLER
-
-
-

THIS AGREEMENT, made and entered into this 23rd date of November, 1988,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Executive Officer</u>	AGENCY <u>California Tahoe Conservancy</u> <i>hereafter called the State, and</i>	CONTRACT NUMBER <u>CTA-7038</u>	AM. NO. <u>1</u>
<u>North Tahoe Public Utility district</u>	<i>hereafter called the Contractor.</i>	CONTRACTOR'S I.D. NUMBER	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

The Agreement numbered CTA-7038 between the California Tahoe Conservancy (hereafter "the Conservancy") and the North Tahoe Public Utility District (hereafter "District") is amended as follows:

1. Subparagraph (c) of paragraph 1 is amended by adding the following:

"Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Project Budget set forth in Exhibit B. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Officer; however, the Grantee shall notify the Conservancy in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of a budget item must be approved in writing by the Executive Officer. The total amount of the grant may not be increased except by formal amendment of this Agreement."

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER. Your Office Copy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>California Tahoe Conservancy</u>		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) <u>North Tahoe Public Utility District</u>			
BY (AUTHORIZED SIGNATURE): <u>X Dennis T. Machida</u>		BY (AUTHORIZED SIGNATURE): <u>X John C. Hassenplug</u>			
PRINTED NAME OF PERSON SIGNING <u>Dennis T. Machida</u>		PRINTED NAME AND TITLE OF PERSON SIGNING <u>John C. Hassenplug, General Manager</u>			
TITLE <u>Executive Officer</u>		ADDRESS <u>P.O. Box 139, Tahoe vista, CA 95732</u>			
AMOUNT ENCUMBERED \$	PROGRAM/CATEGORY (CODE AND TITLE) <u>Capital Outlay and Local Assistance</u>	FUND TITLE <u>Lake Tahoe Acquisitions</u>			
UNENCUMBERED BALANCE \$	(OPTIONAL USE) <u>CTC Code 9933738</u>	Department of General Services Use Only			
ADJ. INCREASING ENCUMBRANCE \$ -0-	ITEM <u>3125-301-720 (b)</u>	CHAPTER <u>186</u>	STATUTE <u>86</u>	FISCAL YEAR <u>87-88</u>	RECEIVED CA TAHOE CONSERVANCY APR 11 1989
ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>661701 - Grants and Subventions</u>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. NO.	BR NO.		
SIGNATURE OF ACCOUNTING OFFICER <u>X Leonard P. Corpuz</u>		DATE <u>3/31/89</u>			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <u>X Dennis Machida</u>		DATE <u>4/1/89</u>			

2. The signature of the Executive Officer on this Agreement certifies that the execution of this Agreement is consistent with the authority granted by the board of the Conservancy under Resolution 6-88-7, adopted June 17, 1988.
3. All other terms and conditions of the original Agreement numbered CTA-7038 shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA
STD. 2 (REV. 2/85)

North Tahoe
Bike Trail

STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER

THIS AGREEMENT, made and entered into this 18th date of May, 1990, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY California Tahoe Conservancy	hereafter called the State, and hereafter called the Contractor, North Tahoe Public Utility District	CONTRACT NUMBER CTA-7038	AM. NO. 2
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WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The Agreement Number CTA-7038 as amended in CTA-7038-1 (hereafter the "Agreement") between the California Tahoe Conservancy (hereafter the "Conservancy") and the North Tahoe Public Utility District (hereafter Grantee) is hereby amended as follows:

1. Exhibit D, the detailed description of the Property, is amended through the addition of Exhibit D-1, containing the revised description of the Property.
2. The signature of the Executive Officer on this Agreement certifies that the execution of this Agreement is consistent with the authority granted by the board of the Conservancy under resolution 6-87-7, adopted June 17, 1988.
3. All other terms and conditions of the original Agreement numbered CTA-7038 as amended by CTA-7038-1 shall remain unchanged and in full force and effect.

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY California Tahoe Conservancy	JUN 27 1990 JUN 27 1990	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) North Tahoe Public Utility District				
BY (AUTHORIZED SIGNATURE) X <i>Dennis T. Machida</i>		BY (AUTHORIZED SIGNATURE) X <i>John C. Hassenplug</i>				
PRINTED NAME OF PERSON SIGNING Dennis T. Machida		PRINTED NAME AND TITLE OF PERSON SIGNING John C. Hassenplug, General Manager				
TITLE Executive Officer		ADDRESS P.O. Box 139, Tahoe Vista, CA 95732				
AMOUNT ENCUMBERED \$	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay and Local Assistance	FUND TITLE Lake Tahoe Acquisitions		Department of General Services Use Only		
UNENCUMBERED BALANCE \$	(OPTIONAL USE) CTC Code 9933738					
ADJ. INCREASING ENCUMBRANCE \$ -0-	ITEM 3125-301-720 (b)	CHAPTER 186	STATUTE 86			FISCAL YEAR 87-88
ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) 661701 - Grants and Subventions		3125-701-76856			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER X <i>Lesandra P. Conroy</i>		DATE 6/21/90				
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.						
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY X <i>David Hassenplug</i>		DATE 6/19/90				

STANDARD AGREEMENT

APPROVED BY THE
GOVERNOR GENERAL

STATE OF CALIFORNIA
S. 2 (REV. 2/85)

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
-
-
-

THIS AGREEMENT, made and entered into this 23rd date of August, 1990, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY California Tahoe Conservancy	hereafter called the State, and North Tahoe Public Utility District	hereafter called the Contractor.	CONTRACT NUMBER CTA-7038	AM. NO. 3
				CONTRACTOR'S I.D. NUMBER	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The Agreement Number CTA-7038 as amended in CTA-7038-1 and CTA-7038-2 (hereafter "The Agreement") between the California Tahoe Conservancy (hereafter "The Conservancy") and the North Tahoe Public Utility District (hereafter "Grantee") is hereby amended as follows:

- The amount of the grant, from the Conservancy to Grantee, for the purpose of the acquisition of real property or interests therein for the North Tahoe Bike Trail Acquisition Project, as provided in paragraph 1a - Scope of Agreement and paragraph 4 - Costs and Reimbursements, is increased by two hundred thirty-five thousand dollars (\$235,000) to a total of one million four hundred twenty-one thousand dollars (\$1,421,000).

CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY California Tahoe Conservancy		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) North Tahoe Public Utility District				
BY (AUTHORIZED SIGNATURE) X Dennis T. Machida		BY (AUTHORIZED SIGNATURE) X John C. Hassenplug, General Manager				
PRINTED NAME OF PERSON SIGNING Dennis T. Machida		PRINTED NAME AND TITLE OF PERSON SIGNING John C. Hassenplug, General Manager				
TITLE Executive Officer		ADDRESS P.O. Box 139, Tahoe Vista, CA 95732				
AMOUNT ENCUMBERED \$	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay & Local Assistance	FUND TITLE Lake Tahoe Acquisitions		Department of General Services Use Only		
UNENCUMBERED BALANCE \$	(OPTIONAL USE) California Tahoe Conservancy Code 998738					
ADJ. INCREASING ENCUMBRANCE \$ 235,000.00	ITEM 3125-301-720	CHAPTER 313	STATUTE 88			FISCAL YEAR 90-91
ADJ. DECREASING ENCUMBRANCE \$	OBJECT OF EXPENDITURE (CODE AND TITLE) 3125-701-72300					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER X Leonard P. Casper		DATE 9/11/90				
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.						
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY X [Signature]		DATE 9/5/90				

STATE OF CALIFORNIA
TAHOE CONSERVANCY

SEP 15 1990

2. Paragraph 2 - Incorporation of Documents by Reference is amended as provided below:

Exhibit A, the Conservancy's staff recommendation containing the Conservancy's resolution of June 17, 1988 is amended through the addition of Exhibit A-1, the Conservancy's staff recommendation containing the Conservancy's resolution of July 20, 1990.

Exhibit B, the Project Schedule and Budget is amended through the addition of Exhibit B-1 the Revised Project Scheduled and Budget.

3. Paragraph 4 - Costs and Reimbursements is further amended to extend the date for submittal of invoices to May 1, 1991.
4. The signature of the Executive Officer of the Conservancy on this amendment certifies that at its July 20, 1990 meeting, the Conservancy approved an amendment and augmentation of the grant to Grantee under Agreement CTA-7038 of two hundred thirty-five thousand dollars (\$235,000), for the implementation of the project described in Exhibit A, as amended by the addition of Exhibit A-1.
5. All other terms and conditions of the original agreement numbered CTA-7038 shall remain unchanged and in full force and effect.

EXHIBIT A-1

Tahoe Conservancy
Staff Recommendation
7-90-4
July 20, 1990

North Tahoe Bike Trail Acquisition Project

REQUESTED ACTION: Authorization to augment a grant to the North Tahoe Public Utility District (NTPUD) to acquire right-of-way for a 6.7-mile bicycle trail to increase and enhance public access and recreational opportunities on the north shore of Lake Tahoe.

LOCATION: From the North Tahoe Regional Park in Tahoe Vista to Dollar Point, in Placer County (Exhibit 1).

FISCAL SUMMARY:	Previous Grant Amount.....	\$1,186,000
	Proposed Augmentation.....	\$ 235,000
	Total	\$1,421,000

Source of Funds: Lake Tahoe Acquisitions
Bond Act

RECOMMENDATION: Staff recommends that the Conservancy adopt the following resolution pursuant to Government Code Sections 66905 et seq., 66907.7 and 66950 et seq.:

"The California Tahoe Conservancy hereby authorizes staff to augment the existing grant to the North Tahoe Public Utility District (NTPUD) by up to \$235,000 for the acquisition of various interests in property, and authorizes staff to amend the existing grant agreement with NTPUD and to take all other steps, in substantial conformity with the purposes of the project and the terms and provisions discussed in the accompanying staff report and exhibits, necessary to fund and implement the North Tahoe Bike Trail Acquisition Project."

Staff further recommends that the Conservancy adopt the following finding based on the accompanying staff report and environmental impact report prepared by NTPUD, pursuant to Public Resources Code Section 21000 et seq.:

"The California Tahoe Conservancy has considered the environmental effects of the proposed North Tahoe Bike Trail Acquisition Project as described in the Environmental Impact Report prepared and certified by the North Tahoe Public Utility District (NTPUD) for the acquisition of land for bicycle trail right-of-way and other information provided to the Conservancy, and finds that there is no substantial evidence the project will have a significant effect on the environment."

STAFF DISCUSSION:

I. Introduction

On June 17, 1988, the Conservancy authorized a grant of \$1,186,000 to NTPUD to fund recreational access acquisitions under the North Tahoe Bike Trail Acquisition Project. The project involves the acquisition of right-of-way for a proposed bicycle trail which will connect existing public recreational facilities by expanding an existing network of bicycle trails.

The proposed bike trail will link bicycle trails from Kings Beach to Tahoe City, creating an approximately 11-mile long bicycle trail. It will provide a year-round public recreational facility for biking, hiking, and cross-country skiing. The trail will provide access to natural areas on public lands, and will offer a route to scenic vista points. In addition, the proposed trail will provide an alternative transportation corridor, linking commercial, residential and recreational facilities.

NTPUD has completed the environmental review portion of the project and acquired some of the the right-of-way. Based on the higher-than-expected acquisition costs and costs associated with completing an extensive and complex environmental review and planning process, NTPUD is requesting an augmentation of \$235,000 (Exhibit 2). The additional funds will be used to acquire the remaining right-of-way through privately-owned property. If the grant augmentation is approved by the board, NTPUD indicates that the right-of-way acquisitions could be completed by the end of this year.

II. Project Description

Funds from this grant augmentation will be used to complete the acquisition of right-of-way for an approximately 6.7-mile multi-purpose trail. The proposed trail will extend from the North Tahoe Regional Park in the Tahoe Vista area to Dollar Hill. The trail will connect with bicycle

trails near the the Regional Park and with the Tahoe City Public Utility District (TCPUD) bicycle trail at Dollar Hill. The proposed trail might eventually be part of a linked system with approximately 25 miles of trail extending to Squaw Valley to the north and Sugar Pine Point State Park to the south. In addition to providing a direct link between existing recreational facilities, the trail will promote a transportation alternative in the warmer seasons, and create a corridor for cross-country skiing trails in the winter.

In order to select the route for the proposed bicycle trail, NTPUD initially established a seven mile long project study corridor generally following the 6,500-foot elevation contour (Exhibit 1). The final alignment of the trail is subject to approval by NTPUD, which is scheduled to occur on September 11, 1990. In order to identify the most desirable route and related acquisitions, substantial field work was performed, including aerial mapping and surveying. In addition, a public hearing was held to solicit comments from neighboring landowners. As a result of these activities, NTPUD elected to prepare an Environmental Impact Report (EIR), using funding in the grant in order to further assess the environmental effects of the project.

The EIR considered five routing alternatives and several public hearings were held to receive public input on the various routes. Of the five routes considered, only three routes were determined to meet project objectives (the routes are described in detail in the EIR for the project) (see Exhibit 3). The routes are located either on or slightly above or below the 6,500-foot elevation contour in order to take advantage of more gentle terrain and to avoid impacts on improved property as much as possible. These three routes provide for a high quality recreational facility. The elevation and gradient will facilitate multiple use of the trail, including cross-country skiing. The routes afford spectacular views of Lake Tahoe, and traverse a variety of terrain, adding to the quality of the recreational experience for all types of users.

NTPUD intends to acquire sufficient interests in land (fee or less-than-fee) to secure a minimum 30-foot wide permanent right-of-way, to provide needed support facilities and to meet coverage requirements. The proposed right-of-way will be sufficient to accommodate an approximately 12-foot wide paved path with two-foot wide shoulders. The width will be sufficient for two-way bicycle traffic and use by public safety and maintenance vehicles. The trail width and grade will be adequate for use by people in wheelchairs. The trail will be built to California Department of

Transportation (CalTrans) standards for a Class 1 bicycle trail (i.e., a two-way trail, a minimum of eight feet in width, separated from roadways).

Current land ownership in the project area is approximately 15 percent private and 85 percent public lands. Of the public land, 47 percent is in the National Forest, 10 percent is owned by Placer County, and 28 percent is owned by the Conservancy or has been acquired by NTPUD as part of this project. In order to complete the right-of-way acquisition, NTPUD has completed the acquisition of an 85-acre parcel and expects to acquire fee or less-than-fee interests in approximately eight other parcels. Of these, five are in private ownership.

The grant augmentation request reflects, in part, the need for additional funds to acquire fee and less-than-fee interests in these five parcels (Placer County Assessor Parcels Number (APN) 111-010-07, 116-010-02, 116-010-04, 116-010-11, and 117-010-01). NTPUD intends to complete fee acquisition of APN 111-010-07 by August 1990 because this parcel is crossed by all three routes which meet project objectives. Funds are being requested for the anticipated acquisition of easements across the remainder of the parcels. The acquisition of the easements will not proceed until final route selection occurs in September 1990. It should be noted that the Conservancy is currently evaluating two of the parcels (APN 116-010-02 and 04) for possible acquisition under the environmentally sensitive lands program. In the event that the Conservancy is successful in acquiring these lands, grant funds will not be needed for the acquisition of easements across these parcels. In such a case, the Conservancy will be in a position to grant to NTPUD a right-of-way for the bicycle trail through these properties. Additionally, it will also be in a position to grant a right-of-way through the Dollar Estate property which will be crossed by a one-mile section of the trail. Similarly, right-of-way through the remaining publicly-owned parcels will be obtained in the form of special use permits or easements. NTPUD is in the process of completing a survey of the proposed route in order to locate the right-of-way on the ground and provide legal descriptions for the easements.

III. Project Budget

NTPUD now estimates the total project budget at \$1,421,000. Project costs seem reasonable based upon NTPUD's most recent cost estimates, since they reflect current fair market value

as established by an appraisal or NTPUD cost estimates based on comparable property. The revised budget is summarized as follows:

	<u>Revised Budget</u>
Direct acquisition cost	\$1,000,000
Appraisal and title fees	43,000
Planning Administration and Engineering	<u>378,000</u>
Total	\$1,421,000

As noted above, the Conservancy has already approved a grant of \$1,186,000 to NTPUD. NTPUD has requested \$235,000 in additional funds to complete the project due to the higher than expected costs of preparing the EIR and conducting extensive public hearings in order to gain public support for the project and increased land acquisition costs. Although the cost of acquisition has been reduced to some extent because of the Conservancy's acquisition of lands within the right-of-way, these savings were exceeded by the cost of acquiring a key 85-acre parcel. The acquisition of this parcel was completed in June 1990 and is significant because it provides a right-of-way connecting the trail to the TCPUD bike trail at Dollar Hill and provides stream environment zone (SEZ) coverage credit needed to mitigate the impacts of the bike trail in areas where it crosses SEZs.

IV. Project Implementation

If the grant augmentation is approved, staff will take steps to add these funds to the existing grant agreement which is in place between the Conservancy and NTPUD. All other provisions of the existing grant agreement will remain in effect.

NTPUD's project implementation schedule is as follows:

Appraisals and title documents ordered	July 1990
Conservancy approval of appraisals and preliminary title reports	August 1990
Negotiation and agreement of sales	September 1990

Conservancy approval
of instruments of
conveyance, escrow
instructions, and
purchase agreements
Close of escrow

October 1990
December 1990

V. Project Evaluation

Staff has evaluated the project and feels it is consistent with Conservancy program objectives and criteria, as follows:

Significance

Acquisition and eventual development of the bicycle trail right-of-way will significantly enhance public access and recreational opportunities by providing a linked series of high-quality bicycle trails from Kings Beach to Tahoe City, a total distance of approximately 11 miles. The completed trail could also eventually be connected with the 10-mile trail from Tahoe City to Sugar Pine Point State Park, the 3.5-mile trail along the Truckee River, and the one-mile trail to Squaw Valley. A needed link in the bike trail system east of and including the Tahoe City "Y" is being addressed in the community planning process. Construction of the NTPUD bicycle trail will be a major step toward the Tahoe Regional Planning Agency (TRPA) goal of a "comprehensive basin-wide bicycle and pedestrian system."

The completed trail will be valuable for recreational biking, hiking and cross-country skiing, and will provide the opportunity for an alternative mode of transportation to recreation areas. It will provide an alternative to the relatively narrow and congested highway route for cyclists and pedestrians.

The NTPUD bike trail will be wide enough to allow day hikes. In addition, the right-of-way will be wide enough to accommodate NTPUD plans to create a self-guided nature trail. The route will allow access to and enjoyment of an attractive natural area currently unavailable to the general public.

NTPUD projects that initial use of this trail segment will be 10,000 people per year. User surveys from other bike trails within the Tahoe Basin show increasing use of existing trails and demand for additional trails.

Adequacy of Design

The final trail route will be designed to minimize environmental impacts. Where impacts cannot be avoided, all feasible mitigation measures, including off-site mitigation of SEZ impacts, will be incorporated into the project. Construction of site improvements will comply with all Best Management Practices to limit soil erosion and water quality degradation.

Comprehensiveness

The proposed acquisition will allow construction of a bicycle trail that will link existing trails from near Kings Beach to Tahoe City. The proposed trail may eventually connect with trails to Sugar Pine Point State Park and along the Truckee River. This will be a year-round facility, available for biking, hiking, interpretive activities and cross-country skiing.

Cost-effectiveness

The project will be cost-effective for the Conservancy as NTPUD will manage the acquisitions and maintain the proposed site improvements. Where feasible, NTPUD will purchase easements on private land and obtain use permits on public land to avoid full fee acquisitions. NTPUD will seek site improvement funding from additional sources.

Implementability

Completion of the acquisitions is anticipated by the end of 1990. Land ownership within the corridor is 15 percent private and 85 percent public (Federal, State and local governments). Should any owners be unwilling to sell easements or fee title, NTPUD has the flexibility to make final selections for route alignment to avoid these properties.

Management

NTPUD will maintain any site improvements for a minimum of 20 years and will maintain the property as open space until site improvement funding is obtained and construction is completed.

Planning Considerations

The proposed project appears to comply with recreation and transportation elements of the TRPA Regional Plan. The Regional Transportation Plan, adopted in April 1988, states

that bikeways within the Basin will be expanded to improve circulation, reduce conflicts between motorists and bicyclists, and provide an alternative to the private automobile. This plan states that a major need is to provide a Class I bikeway from Dollar Hill to Incline Village. The proposed project will fulfill a large portion of this goal. The project also complies with the Recreational Element of the TRPA Regional Plan, which encourages providing opportunities for dispersed recreation when consistent with environmental values and protection of natural resources.

The preferred bike trail route passes through three TRPA planning areas: (1) North Tahoe Recreation Area (024a); (2) Watson Creek (013); and (3) North Tahoe High School (012). All three Plan Area Statements allow various types of dispersed or developed recreational opportunities. The permissible uses in all three plans include recreational developments such as cross-country skiing courses and riding and hiking trails.

VI. Consistency with the Conservancy's Enabling Legislation

Implementation of this project is consistent with the Conservancy's enabling legislation and funding sources requirements. Specifically, the Conservancy is authorized under Government Code Section 66907.7 to award grants to local public agencies, including districts, for purposes which include providing public access or recreational facilities. In addition, under the Lake Tahoe Acquisitions Bond Act (Government Code Section 66950 et seq.) funds may be expended for acquisition of lands for purposes including the provision of public access.

VII. Compliance with the California Environmental Quality Act (CEQA)

NTPUD has certified the EIR (Exhibit 3), has found that the project will not have a significant effect on the environment (Exhibit 4) and has filed a Notice of Determination for the project (Exhibit 5). Staff has reviewed the EIR and in staff's opinion, based in part on the contents of the EIR and also on an analysis completed by the Department of General Services' Office of Project Development and Management, there is no substantial evidence that the project will have a significant effect on the environment.

Pursuant to Section 15096 of the State CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 et seq.), the Conservancy is required to consider the environmental effects of the project as shown in the EIR prior to reaching a decision on the project. Because at this time this project involves the acquisition of land which will be managed as open space until there has been a determination on the location and construction of a bicycle trail route, and based on the information contained in the EIR for the project and other information provided to the board, staff recommends that the board make a finding that there is no substantial evidence that the project will have a significant effect on the environment. If the board concurs and approves the additional funding, staff will file a Notice of Determination with the State Clearinghouse (Exhibit 6) pursuant to Section 15096 of the State CEQA Guidelines.

**RESOLUTION NO. 90- 10
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT
CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT
FOR THE DOLLAR HILL TO REGIONAL PARK BICYCLE TRAIL**

WHEREAS, the Board of Directors of the North Tahoe Public Utility District directed that an Environmental Impact Report (EIR) be prepared and made available to the public for the proposed Bicycle Trail between Dollar Hill and the North Tahoe Regional Park; and

WHEREAS, the Board finds that the subject EIR was properly noticed, circulated for public review, and that public workshops and a public hearing were held to receive comments on that document;

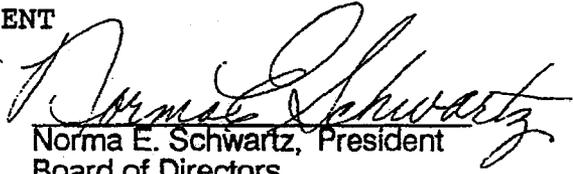
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT as follows:

1. The Board hereby certifies that the Final Environmental Impact Report, dated May, 1990, for the Bicycle Trail between Dollar Hill and the Regional Park has been completed in compliance with the provisions of the California Environmental Quality Act; and

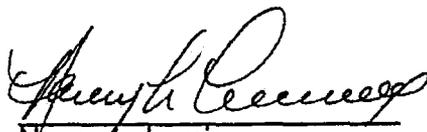
2. The Board hereby finds that the subject Final EIR has been presented to this Board, which is the decision-making body of the North Tahoe Public Utility District, and that this Board will consider the information contained within the Final EIR prior to approving the project or any part thereof.

PASSED AND ADOPTED this 15th day of May, 1990 by the following Roll Call vote:

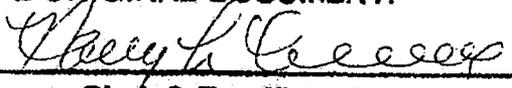
Ayes:	Directors:	BURGHARDT, FRANCESCHINI, LEWIS AND SCHWARTZ
Noes:	Directors:	MOONEY
Absent:	Directors:	ABSENT


Norma E. Schwartz, President
Board of Directors,
North Tahoe Public Utility District

ATTEST:


Nancy L. Lemieux
Clerk & Ex-officio Secretary

I HEREBY CERTIFY THE FOREGOING
IS A TRUE, FULL, AND EXACT COPY OF
THE ORIGINAL DOCUMENT.


Clerk & Ex-officio Secretary
North Tahoe Public Utility District

APPENDIX D

NOTICE OF DETERMINATION

TO: X Office of Planning and Research
 1400 Tenth Street, Room 121
 Sacramento, CA 95814

FROM: (Public Agency)
North Tahoe Public Utility District
P. O. Box 139
Tahoe Vista, CA. 95732

X County Clerk
 County of Placer
11546 "B" Avenue
Auburn, CA. 95603

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

North Tahoe Public Utility District Bicycle Trail Dollar Hill to Regional Park
Project Title

<u>SCH # 88112815</u>	<u>Leon C. Schegg</u>	<u>916 546-4212</u>
<u>State Clearinghouse Number</u>	<u>Contact Person</u>	<u>Area Code/Number/Extension</u>

(If Submitted to Clearinghouse)
North Lake Tahoe - California
Project Location

Phase I - Acquisition of Land only for bicycle trail
Project Description

Between Dollar Hill and Regional Park

This is to advise that the North Tahoe Public Utility District
 (Lead Agency or Responsible Agency)
 has approved the above described project on May 22, 1990 and has made the follow-
 (Date)

ing determinations regarding the above described project:

1. The project will, X will not have a significant effect on the environment.
2. X An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were, X were not made a condition of the approval of the project.
4. A statement of Overriding Considerations was, X was not adopted for this project.

This is to certify that the final EIR with comments and responses and record of project approval is available to the General Public at:

North Tahoe Public Utility District, 875 National Avenue, Tahoe Vista, CA. 95732

Date Received for Filing and Posting at OPR _____

Leon C. Schegg
 Signature (Public Agency)

Chief Engineer
 Title

Revised March 1988

EXHIBIT 6

NOTICE OF DETERMINATION

TO: Office of Planning and Research FROM: California Tahoe Conservancy
1400 - 10th Street, Room 121 2161 Lake Tahoe Boulevard
Sacramento, CA 95814 South Lake Tahoe, CA 95791

SUBJECT: Filing of Notice of Determination in compliance with Section 21108
or 21152 of the Public Resources Code.

Project Title
North Tahoe Bike Trail Acquisition Project

State Clearinghouse Number	Contact Person	Telephone Number
88112815	Robert Sleppy	(916) 324-0214

Project Location:
Right-of-way for a proposed bike trail extending between the North Tahoe Regional Park in Tahoe Vista and Dollar Hill near Tahoe City.

Project Description:
The Tahoe Conservancy has approved a grant to the North Tahoe Public Utility District for the acquisition of right-of-way needed to implement the North Tahoe Bike Trail Acquisition Project. The subject parcels will be maintained in their present condition and use until a final decision has been made by the District on final route selection and construction of the proposed trail.

This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above described project and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report/Statement was prepared for this project pursuant to the provisions of CEQA by the North Tahoe Public Utility District.

The Environmental Impact Report/Statement and record of project approval may be examined at: California Tahoe Conservancy, 2161 Lake Tahoe Boulevard, South Lake Tahoe, California or at the North Tahoe Public Utility District offices in Tahoe Vista.

3. Mitigation measures were not made a condition of the approval of the acquisition project by the District. No such measures need to be implemented by the Conservancy.
4. A statement of Overriding Considerations was not adopted for this project.

Date Received for Filing

Dennis T. Machida
Executive Officer
(Meeting: 7/20/90, Item IX.)

EXHIBIT B-1

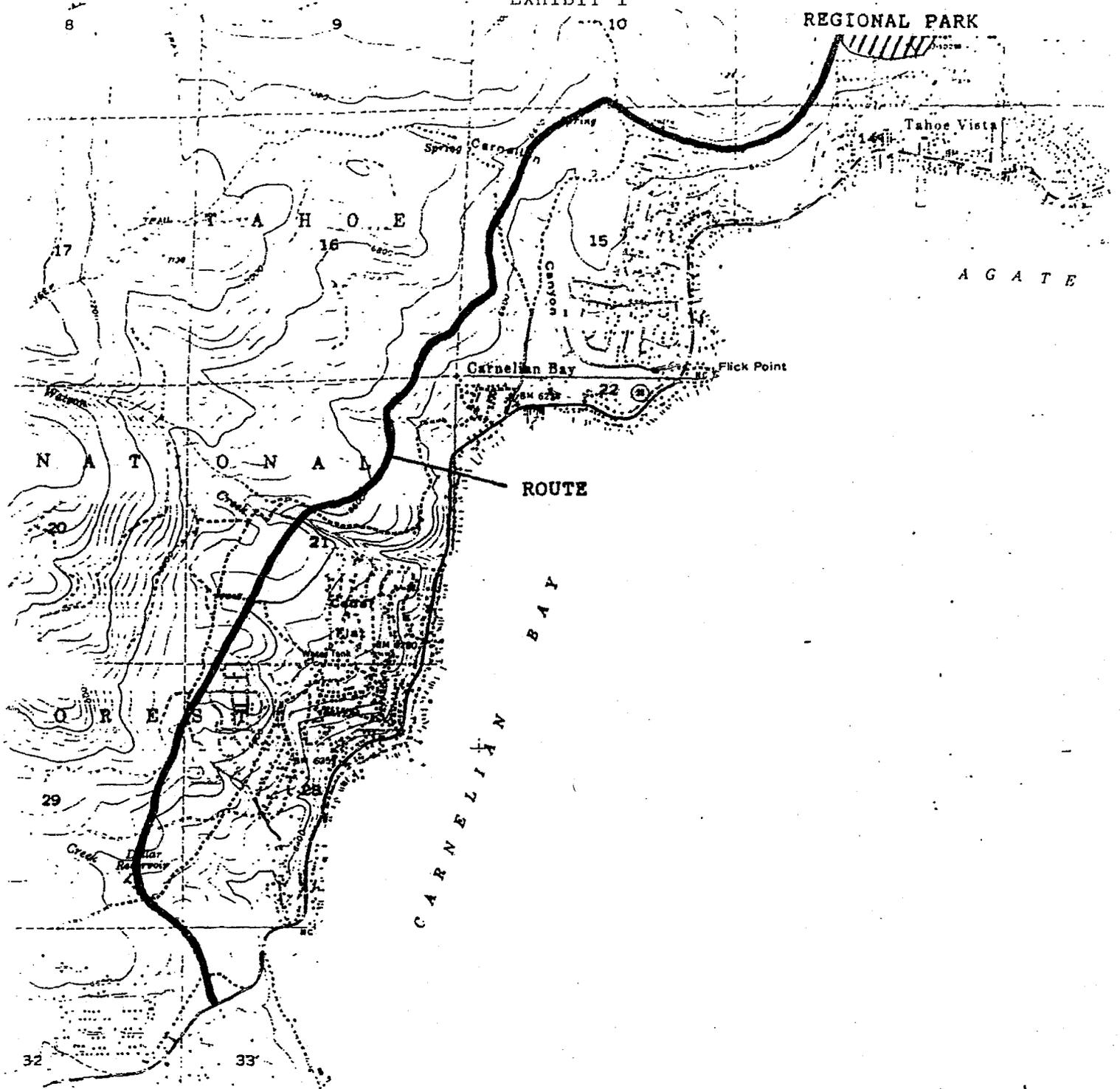
NORTH TAHOE PUBLIC UTILITY DISTRICT BIKE TRAIL
REVISED PROJECT SCHEDULE AND BUDGET

<u>Activity</u>	<u>Date</u>
1. Appraisals and title documents ordered	July 1990
2. Conservancy approval of appraisals and preliminary title reports	August 1990
3. Negotiation and agreement of sales	September 1990
4. Close of escrow	November 1990
5. Last day to submit invoices	May 1991

Project Budget

<u>Activity</u>	
1. Direct acquisition cost	\$1,000,000
2. Appraisal and title fees	43,000
3. Planning Administration and Engineering	<u>378,000</u>
Total	\$1,421,000

EXHIBIT 1



DOLLAR HILL

REGIONAL PARK TO DOLLAR HILL,
ROUTE GENERALLY FOLLOWS
6,500 FOOT ELEVATION CONTOUR.



EXHIBIT 2

NORTH TAHOE PUBLIC UTILITY DISTRICT

PO Box 139, Tahoe Vista, CA 95732 • (916) 546-4212 • 875 National Ave

June 25, 1990

Mr. Dennis Machida
Executive Director
California Tahoe Conservancy
Post Office Box 7758
South Lake Tahoe, California 95731

Re: *North Tahoe Bike Trail Acquisition Project*
CTA-7038

Dear Dennis:

Please accept this letter and the enclosed Resolution and supporting material as the request of the North Tahoe Public Utility District for augmentation funds in the sum of \$235,000.00 for the North Tahoe Bike Trail Acquisition Project.

The District considers that progress to date on the project has been excellent and that completion of the project will prove to be a benefit to local, regional and statewide users of the area. To date an EIR has been completed and certified, an EIS is in the final steps of completion, purchase of the 85 acre parcel located at the top of Dollar Hill, a key property to the Bike Trail, has been arranged and should be completed within the week, an appraisal on another key property has been completed and negotiations with the owner are in process, and other properties on the preferred alternative route have been identified.

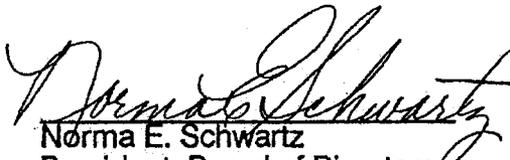
As you are aware, this has not been an easy project. Early on it was determined that the preparation of an EIR/EIS would be necessary. Since funds were not specifically included in the original grant for this purpose, the budget categories were adjusted, but no additional funds requested. Even though over 86% of those responding to a District postcard survey were in favor of the project, a number of individuals vigorously opposed the project. The June 30, 1990 limitation on a portion of the grant funds presented special problems. I am pleased to report that the District has persevered and is in the process of overcoming all these difficulties.

The augmentation of \$235,000.00 is required to offset the \$125,200.00 cost of the EIR/EIS, which had been transferred from the "direct acquisition" budget category, and an increase of \$275,000 in the appraisal and purchase price of the key 85 acre parcel required for all Class I bike routes. I am pleased to report that the District has been able to administer the grant in a manner such that these \$400,200.00 in unexpected costs will require only a \$235,000.00 augmentation. A portion of this economy has been the result of the exceptional support and cooperation of the Conservancy staff during this process.

Mr. Dennis Machida
June 25, 1990
Page Two

I am confident that the funds requested will allow the completion of the project, and look forward to working with the Conservancy on this and future projects for the public benefit.

Sincerely yours,


Norma E. Schwartz
President, Board of Directors

NES:c
Enclosures

**RESOLUTION 90-11
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT
ADOPTING FINDINGS AND APPROVING PHASE I,
PROJECT LAND ACQUISITION,
RELATING TO THE DOLLAR HILL TO REGIONAL PARK BICYCLE TRAIL**

WHEREAS, the North Tahoe Public Utility District has heretofore decided to consider land acquisition, route selection, construction, and operation of a bicycle trail between Dollar Hill and the North Tahoe Regional Park; and

WHEREAS, the Board has heretofore had prepared and certified an Environmental Impact Report on said Project; and

WHEREAS, said Environmental Impact Report addresses the acquisition, route selection, construction, and operation of said Trail; and

WHEREAS, said EIR considered five routing alternatives plus the no route alternative, including highway and subdivision Class II and III routes, and three forest Class I routes; and

WHEREAS, the District has heretofore entered into a contract with the California Tahoe Conservancy wherein said Conservancy has granted the District \$1.186 million for land acquisition of right-of-way for Class I bicycle trails; and

WHEREAS, only Routes C, D, and E are Class I trails and meet the said Grant conditions; and

WHEREAS, all three of said routes share common property; and

WHEREAS, it is necessary and convenient for the District to acquire land which would serve these routes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT as follows:

1. The Board hereby takes action to authorize Phase I, Project Land Acquisition, being the acquisition of land common to Routes C, D, and E as indicated in the EIR adopted by the District. The Board acknowledges that this decision will terminate future consideration of Routes A and B for the development of a Class I recreational bike trail.

2. The Board acknowledges that this decision does not include any route selection or authorization to proceed with construction. The acquisition of land will have no significant adverse environmental effects. Until the Board acts to select an actual route and authorize construction, any land acquired will

remain in its natural state and not be subject to any change in use. No District activities will take place on said property acquired except for routine and necessary maintenance now required by the current owner and such activity as is required prior to formal consideration and selection of a final bike trail route, therefore mitigation measures or monitoring programs are not required by this action.

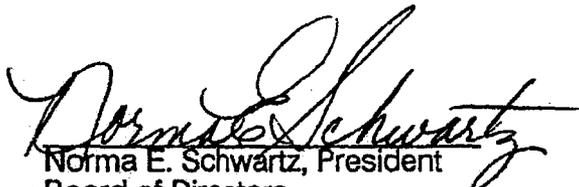
3. The District chooses not to pursue Routes A and B because such routes do not result in Class I trails. With regard to the rejection of Routes A and B the Board finds that while impacts may differ between Routes, the impacts of construction of the Bike Trail on any of the routes considered can be mitigated so as to not have any substantial adverse environmental impacts. Given the mitigation measures indicated in the EIR, the changes resulting from construction of Routes C, D and E can be mitigated to a level of insignificance.

4. The Board hereby declares that it has considered the information contained within the Final EIR prior to taking any actions set forth in this Resolution.

5. The General Manager of the District is hereby authorized and directed to prepare and file a Notice of Determination for this Phase I only, with the understanding that a future decision by the Board will be necessary for route selection and construction.

PASSED AND ADOPTED this 22nd day of May, 1990 by the following Roll Call vote call in:

Ayes:	Directors: Burghardt, Franceschini, Lewis & Schwartz
Noes:	Directors: Mooney
Absent:	Directors: None


Norma E. Schwartz, President
Board of Directors,
North Tahoe Public Utility District

ATTEST:


Nancy L. Lemieux
Clerk & Ex-Officio Secretary

I HEREBY CERTIFY THE FOREGOING
A TRUE, FULL, AND EXACT COPY OF
THE ORIGINAL DOCUMENT.


- 2 -
Clerk & Ex-officio Secretary
North Tahoe Public Utility District

California Tahoe Conservancy

INFORMATION FORM LAND ACQUISITION

FOR PUBLIC ACCESS AND RECREATION

(Use one form for each parcel)

Project Title North Tahoe Public Utility District Bike Trail

1. Assessor's Parcel No. 111-010-07

2. Owner's Name Stanford W. Ascherman

Address P.O. Box 219

Tahoe Vista, CA 95732

3. Subdivision Name _____

4. Land Capability Class SEZ 4, 5

(1-7)

5. a. Assessed Value: Land \$ 39,000 Improvements \$ _____

b. Approximate % of parcel needed 100 %

c. Current fair market value of portion of parcel needed
(circle one fee/easement) \$165,000

6. Existing improvements, if any None

7. Reason for acquisition Bike Trail

8. a. Owner's willingness to cooperate Negotiating

b. Alternatives to acquisition (such as permit or license
for public access) Owner not willing to sell a portion of
property.

c. If owner is unwilling to cooperate, can project still

function by redesigning? If yes, explain.

9. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the lot (see example). If a creek or other drainageway crosses the property, sketch its approximate location.

EXHIBIT D-1

California Tahoe Conservancy

INFORMATION FORM LAND ACQUISITION

FOR PUBLIC ACCESS AND RECREATION

(Use one form for each parcel)

Project Title North Tahoe Public Utility District Bicycle Trail

1. Assessor's Parcel No. 92-010-40,42 & 93-010-38;39
2. Owner's Name William L. Strong - Trustee, Firestone Pension Trust
Address 1200 Firestone Parkway
Ackron, OH
3. Subdivision Name _____
4. Land Capability Class SEZ, 3,5 & 6
(1-7)
5. a. Assessed Value: Land \$ 125,000 Improvements \$ _____
b. Approximate % of parcel needed 100%
c. Current fair market value of portion of parcel needed
(circle one fee/easement) \$485,000 as of July 10, 1989
present value might be slightly higher
6. Existing improvements, if any None
7. Reason for acquisition Bike Trail
8. a. Owner's willingness to cooperate In Negotiations

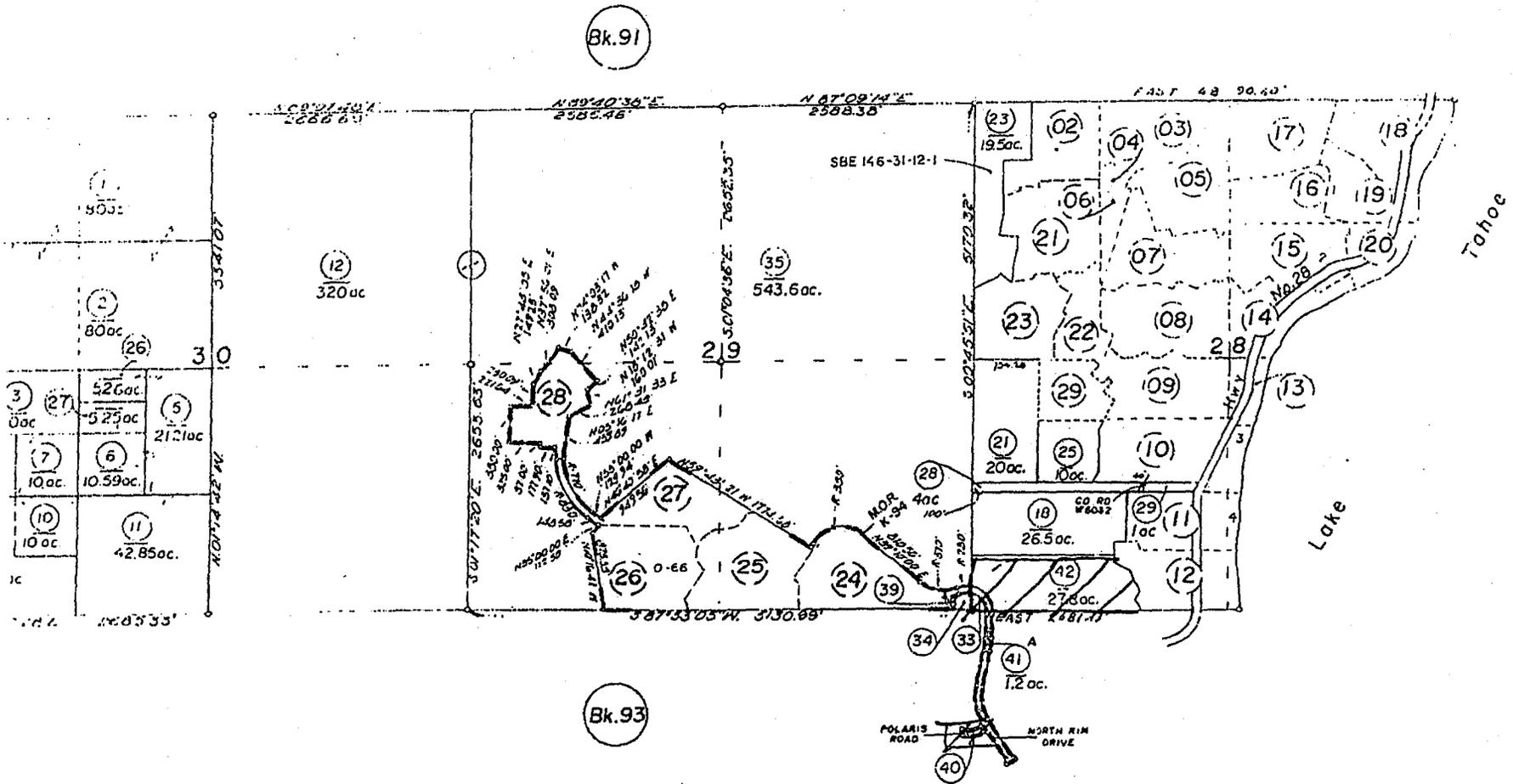
b. Alternatives to acquisition (such as permit or license
for public access) Owner not willing to sell a portion of
property.

c. If owner is unwilling to cooperate, can project still

T.16N., R.17E., M.D.B. & M.
 Survey M.O.R. Bk. 2, Pg. 71

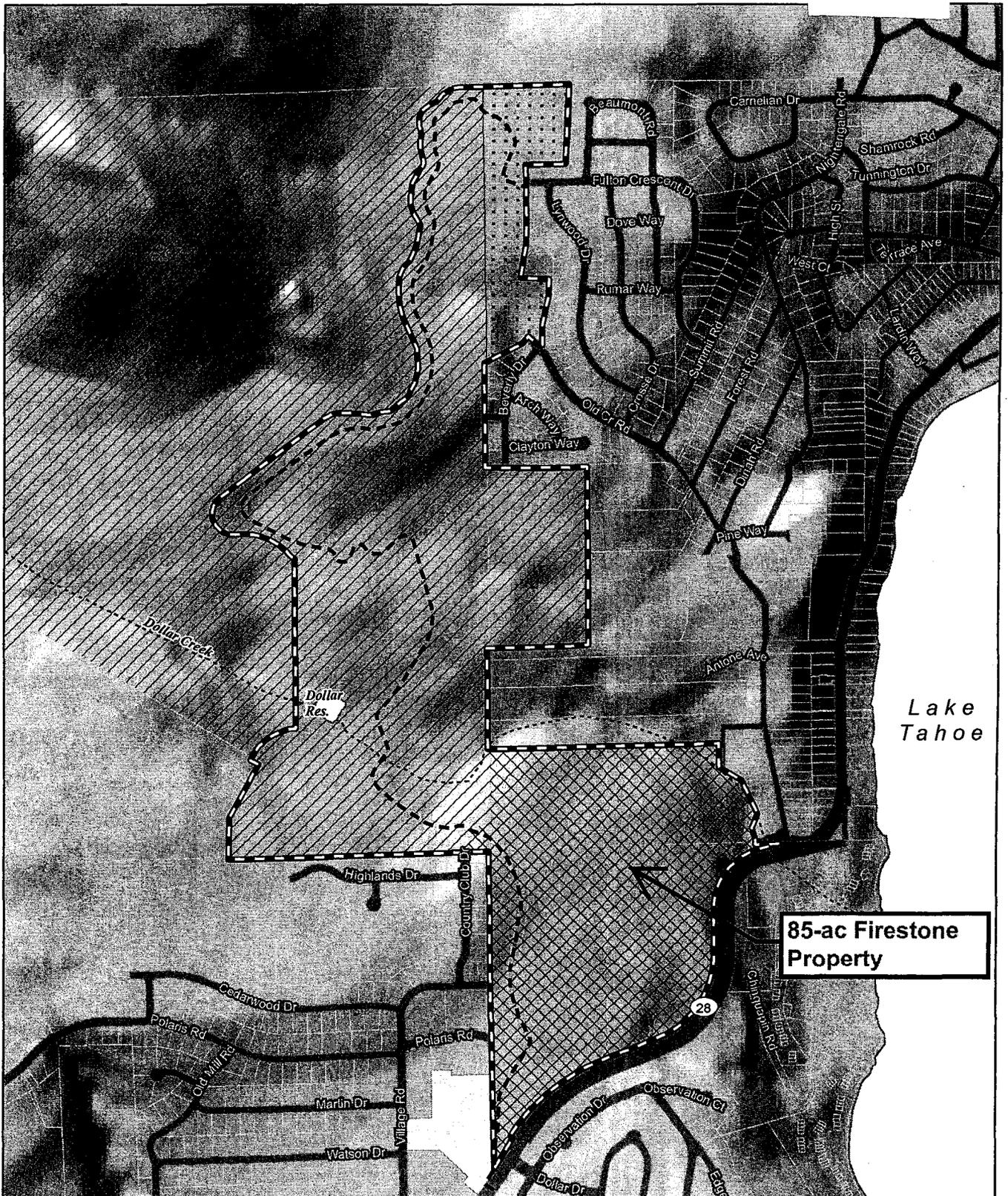
92-01

The North Rim Unit No. 1, M.O.R. Bk. K, Pg. 94
 Reversion to Acreage Portion The North Rim Unit No. 1, M.O.R. Bk. O, Pg. 66.



Assessor's Map Bk. 92-Pg. 01
 County of Placer, Calif.

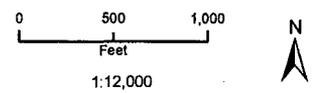
NOTE-Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.



85-ac Firestone Property

-  Conservancy
-  NT PUD
-  NV Energy
-  Caltrans (SR 28)
-  Private

Dollar Creek Shared-Use Trail
Project Area Ownership



Data sources: Tahoe Regional Planning Agency, USGS National Hydrography Dataset, Placer County GIS, Nichols Consulting Engineers (2-16-2012). Map date: May 15, 2012.

HAUGE BRUECK ASSOCIATES

Recording Requested By:
COUNTY OF PLACER

After Recording Return To:
Department of Public Works
3091 County Center Drive, Suite 220
Auburn, CA 95603

Attention: John Weber

APN's 092-010-40, 41, 42
093-010-37, 38, 39
Documentary Transfer Tax: \$0.00

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the NORTH TAHOE PUBLIC UTILITY DISTRICT, which took title by Grant Deed dated July 3, 1990, recorded as Document No. 90-042559 in the Official Records of Placer County, hereby GRANTS to the COUNTY OF PLACER that real property in the unincorporated area of the County of Placer, State of California described in Exhibit "A" attached hereto and incorporated herein by this reference,

EXCEPTING THEREFROM AND RESERVING IN FAVOR OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT exclusive easements for water and sewer utilities and appurtenances thereto, including but not limited to transmission and distribution lines, water tanks, water treatment facilities, pumps, communication, security and alarm systems, power lines, power back-up systems, and ingress and egress, as described in Exhibits 7-A and 7-B attached hereto and incorporated herein by this reference,

ALSO EXCEPTING THEREFROM AND RESERVING IN FAVOR OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT non-exclusive easements for water and sewer utilities and appurtenances thereto, including but not limited to transmission and distribution lines, water tanks, water treatment facilities, pumps, communication, security and alarm systems, power lines, power back-up systems, and ingress and egress, as described in Exhibits 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 5-A, 5-B, 6-A, 6-B, 8-A, 8-B, 9-A, 9-B, 10-A and 10-B, attached hereto and incorporated herein by this reference,

SUBJECT to a right of entry by the STATE OF CALIFORNIA in the event that any essential term or condition of that certain grant agreement for the acquisition of real property, No. CTA-7038, entered into between State, acting by and through the California Tahoe Conservancy and the North Tahoe Public Utility District on June 21, 1988, as amended in CTA-7038-1 and CTA-7038-2, is violated, or the property is ever used in a manner inconsistent with the provisions of the Lake Tahoe Acquisitions Bond Act (Government Code Section 66950 et

seq.). Exercise of said right of entry shall be by State's recordation of a notice of the default of the County under said agreement and shall have the effect of vesting full County title to the hereinabove described real property in State at the expiration of thirty (30) days from the recordation of said notice.

The right of entry created herein is subject to the provisions of California Civil Code Sections 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

Provided, however, that the State's right of entry shall not apply to and shall be subordinate to those easements excepted herein and reserved in favor of the North Tahoe Public Utility District for water and sewer utilities and appurtenances thereto, including but not limited to transmission and distribution lines, water tanks, water treatment facilities, pumps, communication, security and alarm systems, power lines and power back-up systems, and for ingress and egress.

North Tahoe Public Utility District

Dated: _____

By: _____
John Bergmann
President, Board of Directors

Approval by California Tahoe Conservancy:

On behalf of the State of California, the California Tahoe Conservancy hereby approves the transfer herein upon the terms stated herein, approves the NTPUD's reservation of utility easements and/or other property interests as stated herein and agrees that the State of California's Right of Entry herein shall be subordinate to the utility easements and/or other property interests reserved by the NTPUD.

California Tahoe Conservancy

Dated: _____

By: _____
Member, Board of Directors,
California Tahoe Conservancy

EXHIBIT "A"

PARCEL ONE: (Portion of 092-010-42)

That portion of the South half of the Southwest quarter of Section 28, Township 16 North, Range 17 East, M.D.B.&M., which lies South of a line, which runs due East and West from a point 26.9 feet South of the Southwest corner of Lot Numbered 88, Lake Forest on Lake Tahoe, Unit No. 3, as said lot is shown on the map thereof filed in Book "D" of Maps at page 43, Placer County Records.

EXCEPTING THEREFROM that portion thereof included within the exterior limits of Lake Forest on Lake Tahoe, Unit No. 3 as shown on the map herein above referred to.

ALSO EXCEPTING THEREFROM that portion thereof described as follows:

BEGINNING at the Southwest corner of said Section 28 thence North along the West line of Section 28, a distance of 180 feet; thence at right angles Easterly 274 feet; thence at right angles Southerly 180 feet to the South line of Section 28; thence along said South line Westerly 275 feet to the point of beginning.

PARCEL TWO: (Portion of 092-010-42)

That portion of the South half of the Southwest quarter of Section 28 Township 16 North, Range 17 East M.D.B.&M., which lies Northeasterly of the Northeasterly boundary of North Rim Drive also known as Lot "A" of the North Rim Unit No. 1 filed in Book K of Maps, page 94 Placer County Records, and further described as being a portion of the following described parcel:

BEGINNING at the Southwest corner of said Section 28; thence North along the West line of Section 28, a distance of 180 feet; thence at right angles Easterly 275 feet; thence at right angles Southerly 180 feet to the South line of Section 28; thence along said South line Westerly 275 feet to the point of beginning.

PARCEL THREE: (APN 093-010-37, 38, 39)

All of Fractional Section 33, Township 16 North, Range 17 East, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof lying Southeasterly of the Northwesterly line of the land conveyed to the State of California by Deed recorded July 29, 1946 in Book 477 of Official Records, at page 388, Placer County Records.

ALSO EXCEPTING THEREFROM any portion thereof which lies within the land conveyed to North Tahoe Public Utility District by Deed recorded November 4, 1969 in Book 1268 of Official Records, at page 166.

ALSO EXCEPTING THEREFROM that portion lying within North Rim Drive.

PARCEL FOUR:

That portion of the North Rim - Unit No. 1, recorded. February 24, 1977 in Book K of Maps, page 94, Placer County Records, situated in and being a fractional part of Section 33, Township 16 North, Range 17 East, M.D.B.& M.

**EXHIBIT 1-A
EASEMENT**

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Being a strip of land 30.00 feet wide, 15.00 feet to the right of and 15.00 feet to the left of the following described centerline.

Beginning at point which bears South 05°59'56" East, 1,650.36 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of Parcel No. 3, as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California; thence from said point of beginning the following six (6) courses:

- 1) South 31°12'07" West, 158.75 feet;
- 2) along a tangent curve to the left, having a radius of 173.00 feet, a central angle of 30°20'49", a distance of 91.63 feet;
- 3) South 00°51'18" West, 157.09 feet;
- 4) along a tangent curve to the right, having a radius of 45.00 feet, a central angle of 17°02'52", a distance of 13.39 feet;
- 5) South 17°54'10" West, 117.88 feet;
- 6) along a tangent curve to the left, having a radius of 35.50 feet, a central angle of 77°02'37", a distance of 47.74 feet more or less to a point on the northerly right of way of State Highway No. 28.

The side lines of said easement are to be lengthened and shortened to intersect with the adjoining right of way line.

Above easement contains 17,578 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

This easement affects APN: 093-010-037.

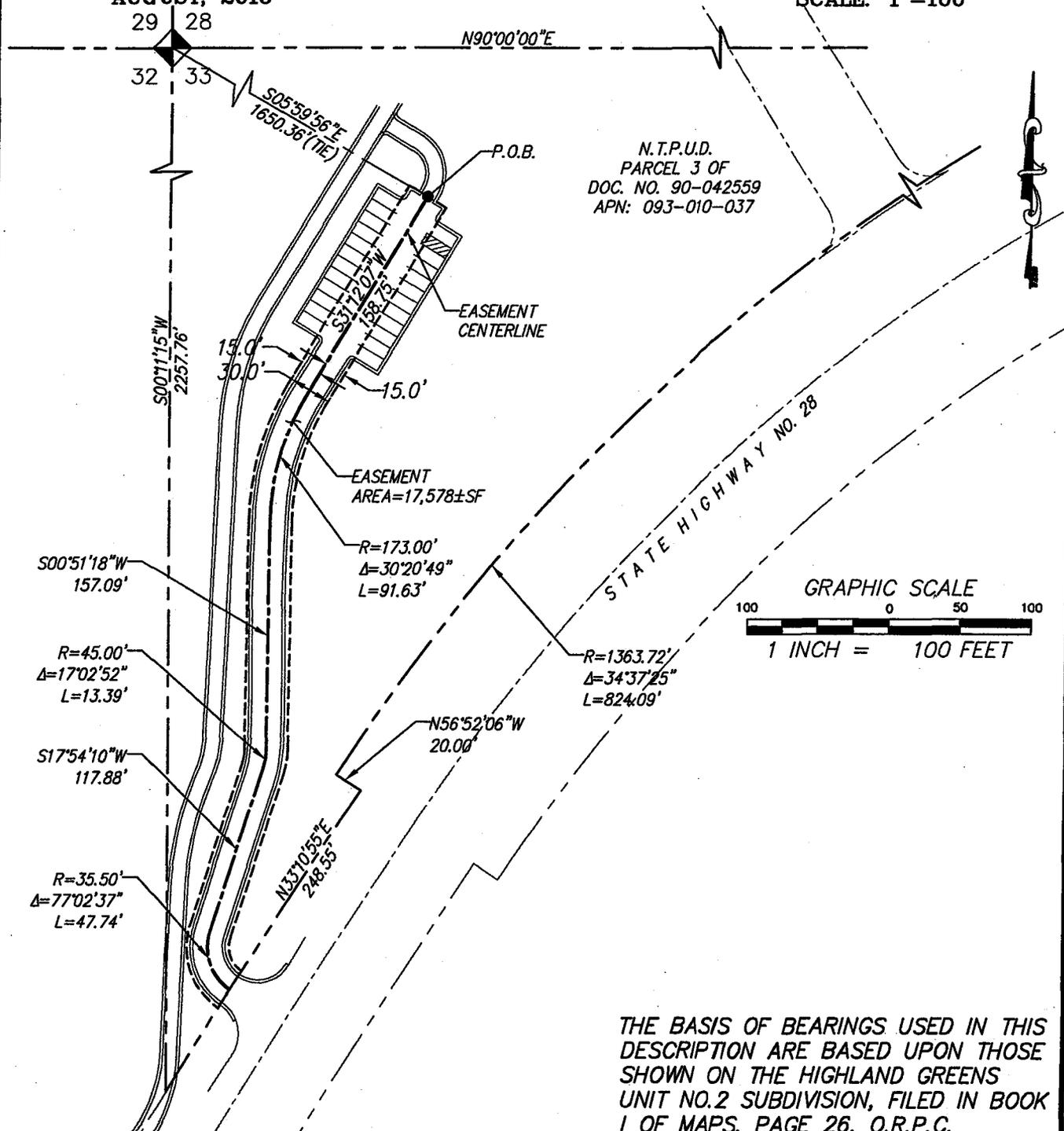
EXHIBIT '1-B'

EASEMENT EXHIBIT

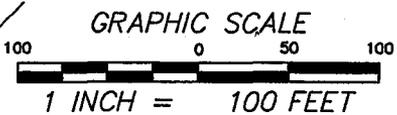
BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=100'



N.T.P.U.D.
PARCEL 3 OF
DOC. NO. 90-042559
APN: 093-010-037



THE BASIS OF BEARINGS USED IN THIS DESCRIPTION ARE BASED UPON THOSE SHOWN ON THE HIGHLAND GREENS UNIT NO.2 SUBDIVISION, FILED IN BOOK 1 OF MAPS, PAGE 26, O.R.P.C.

WLS
WEBB LAND SURVEYING, INC.

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(530) 581-2599
FAX (530) 581-3231

PREPARED FOR:
NORTH TAHOE PUBLIC UTILITY DISTRICT
APN: 093-010-037
2499.00
249900to1.dwg

**EXHIBIT 2-A
EASEMENT**

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point which bears South 15°25'31" East, 1,275.71 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of Parcel No. 3, as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California; thence from said point of beginning the following four (4) courses:

- 1) South 58°47'53" East, 100.00 feet;
- 2) South 31°12'07" West, 438.46 feet;
- 3) North 58°47'53" West, 100.00 feet;
- 4) North 31°12'07" East, 438.46 feet, more or less to the point of beginning.

Above easement contains 43,846 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

This easement affects APN: 093-010-037 and 093-010-039.

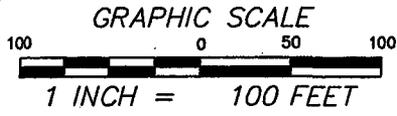
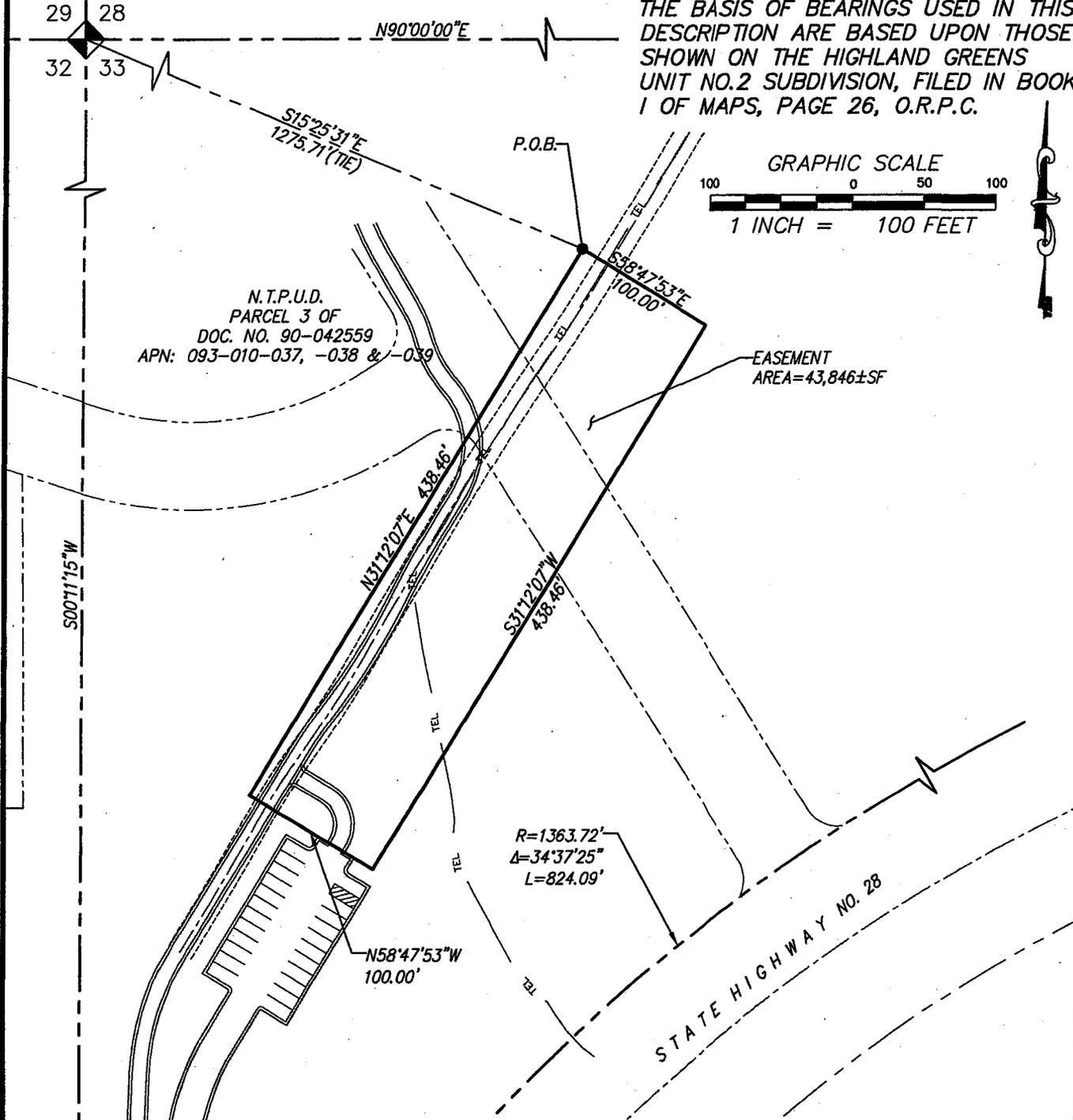
EXHIBIT '2-B'
EASEMENT EXHIBIT

BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=100'

THE BASIS OF BEARINGS USED IN THIS
DESCRIPTION ARE BASED UPON THOSE
SHOWN ON THE HIGHLAND GREENS
UNIT NO.2 SUBDIVISION, FILED IN BOOK
1 OF MAPS, PAGE 26, O.R.P.C.



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FAX (530) 581-3231

PREPARED FOR:
NORTH TAHOE PUBLIC UTILITY DISTRICT
APN: 093-010-037, & -039 2499.00
249900to1.dwg

**EXHIBIT 3-A
EASEMENT**

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point which bears South 15°27'09" East, 1,276.36 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of Parcel No. 3, as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California; thence from said point of beginning the following six (6) courses:

- 1) North 31°05'15" East, 960.20 feet;
- 2) North 32°42'22" East, 270.28 feet;
- 3) North 90°00'00" East, 47.54 feet;
- 4) South 32°42'22" West, 295.40 feet
- 5) South 31°05'15" West, 959.71 feet
- 6) North 58°47'53" West, 40.00 feet, more or less to the point of beginning.

Above easement contains 49,712 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

This easement affects APN: 093-010-039.

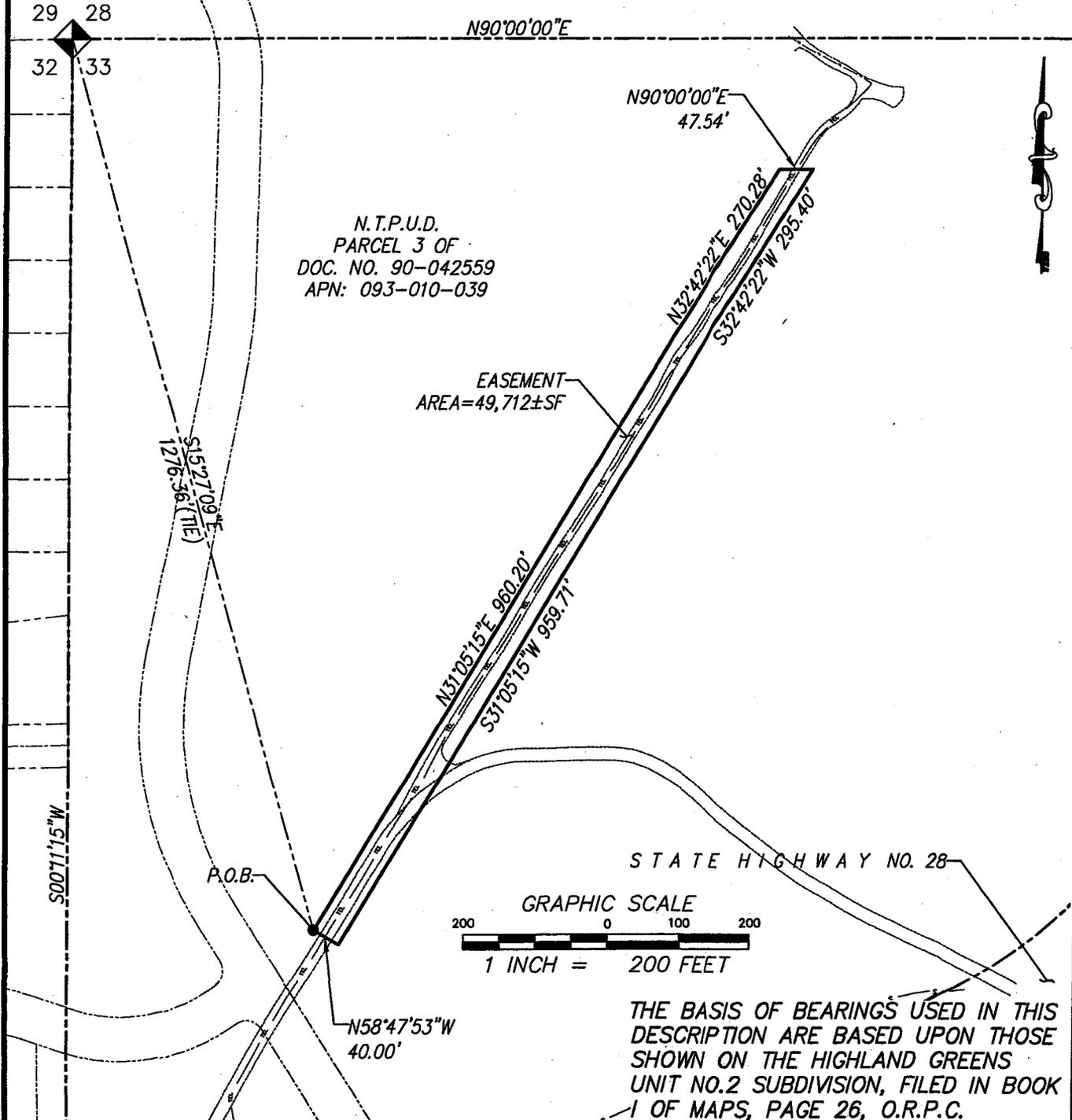
EXHIBIT '3-B'

EASEMENT EXHIBIT

BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=200'



<h1 style="margin: 0;">WLS</h1> <p style="margin: 0; font-weight: bold;">WEBB LAND SURVEYING, INC.</p>	<p>3190 Fabian Way, Unit C Tahoe City, CA 96145 P.O. Box 1222 Carnelian Bay, CA 96140 (530) 581-2599 FAX (530) 581-3231</p>
--	---

<p>APN: 093-010-039</p>	<p>PREPARED FOR: NORTH TAHOE PUBLIC UTILITY DISTRICT 2499.00 249900to1.dwg</p>
-------------------------	--

EXHIBIT 4-A EASEMENT

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point which bears South 09°31'48" East, 1,574.37 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of Parcel No. 3, as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California; thence from said point of beginning the following eight (8) courses:

- 1) South 09°34'47" East, 96.65 feet;
- 2) South 28°05'52" East, 69.73 feet;
- 3) South 42°06'35" East, 64.04 feet, to a point on the northerly right of way of State Highway 28;
- 4) southwesterly along the northerly right of way of State Highway 28, a non-tangent curve to the left, having a radius of 1,363.72 feet, a central angle of 01°40'50", a distance of 40.00 feet, said curve is subtended by a chord which bears South 47°27'34" West, 40.00 feet;
- 5) departing the northerly right of way of State Highway 28, North 42°06'35" West, 69.25 feet;
- 6) North 28°05'52" West, 81.17 feet;
- 7) North 09°34'47" West, 56.80 feet;
- 8) North 31°12'07" East, 61.24 feet, more or less to the point of beginning.

Above easement contains 8,749 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

This easement affects APN: 093-010-037.

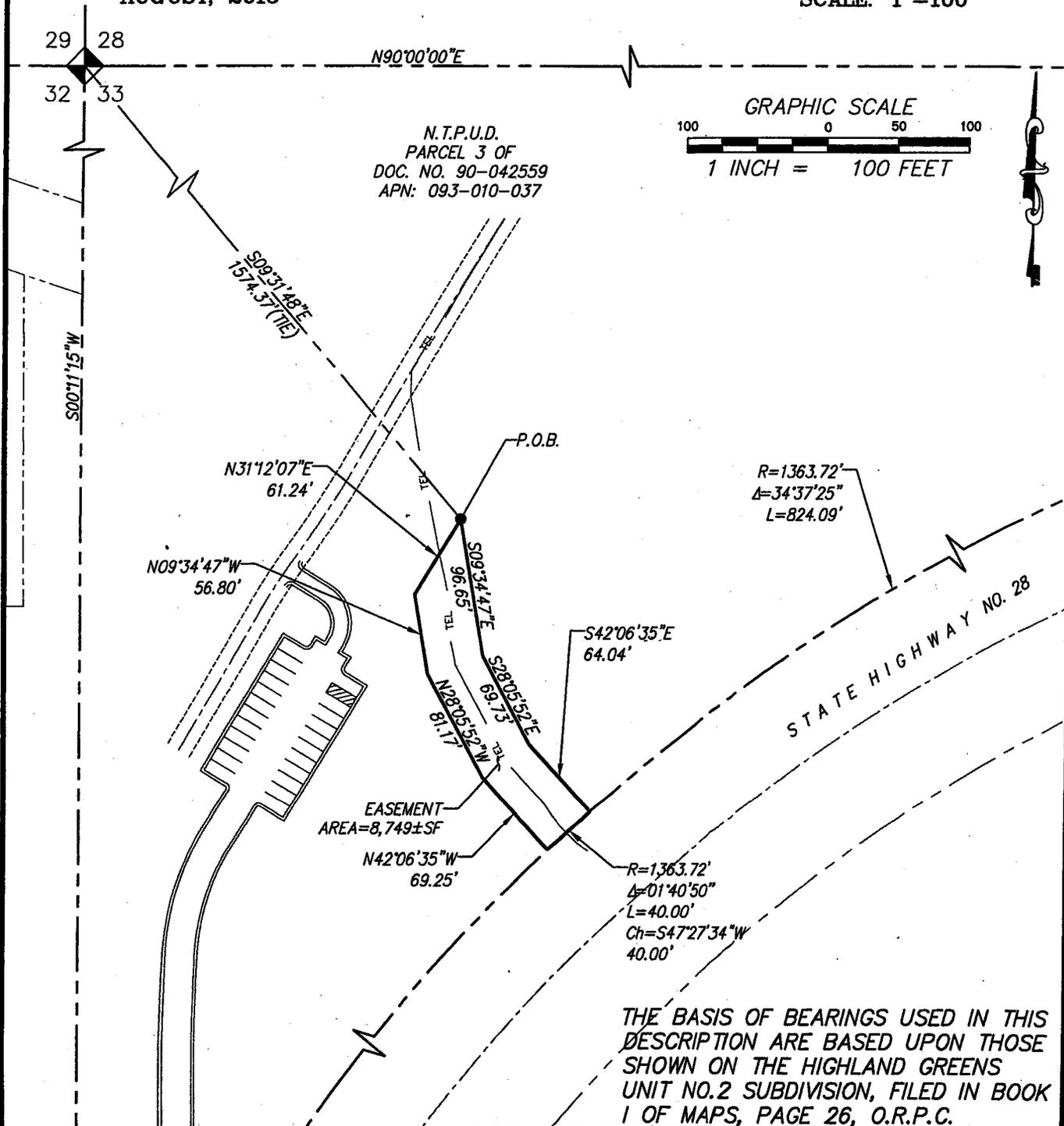
EXHIBIT '4-B'

EASEMENT EXHIBIT

BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=100'



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PREPARED FOR:
 NORTH TAHOE PUBLIC UTILITY DISTRICT
 2499.00
 249900to1.dwg

APN: 093-010-037

EXHIBIT 5-A EASEMENT

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point on the westerly line of Parcel No. 3, of the said North Tahoe Public Utility District property, recorded in Document No. 90-042559, Official Records of Placer County, California, which bears South $00^{\circ}11'15''$ West, 1,345.03 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of said Parcel No. 3; thence from said point of beginning the following six (6) courses:

- 1) departing said westerly line along a curve to the left, having a radius of 230.00 feet, a central angle of $52^{\circ}12'55''$, a distance of 209.61 feet, said curve is subtended by a chord which bears North $83^{\circ}20'39''$ East, 202.43 feet;
- 2) North $57^{\circ}14'11''$ East, 169.64 feet;
- 3) South $31^{\circ}12'07''$ West, 91.13 feet;
- 4) South $57^{\circ}14'11''$ West, 87.75 feet;
- 5) along a tangent curve to the right, having a radius of 270.00 feet, a central angle of $49^{\circ}16'26''$, a distance of 232.20 feet, to a point on said westerly line;
- 6) northerly along said westerly line, North $00^{\circ}11'15''$ East, 42.00 feet, more or less to the point of beginning.

Above easement contains 13,983 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

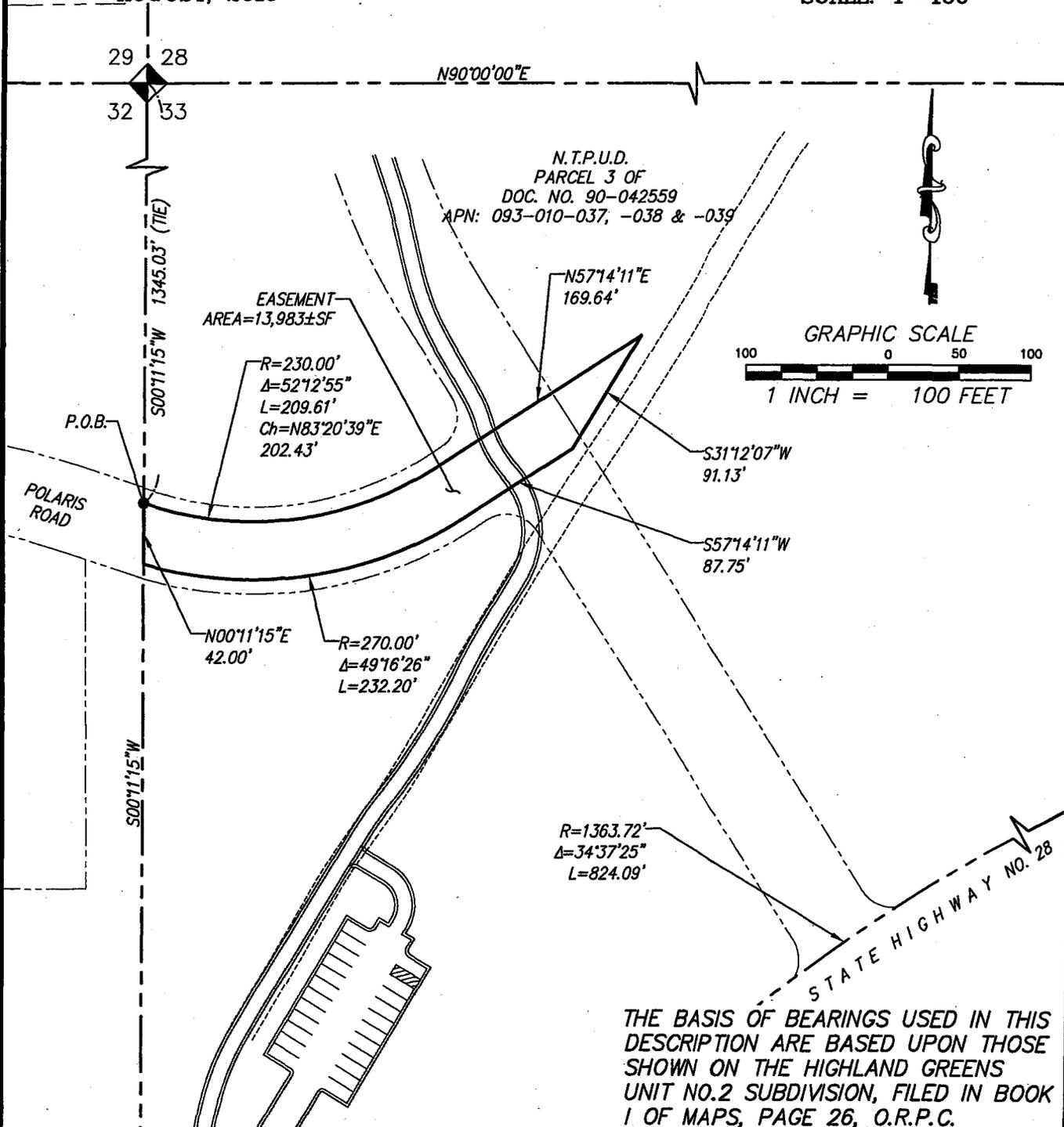
This easement affects APN: 093-010-037, 093-010-038 and 093-010-039.

EXHIBIT '5-B' EASEMENT EXHIBIT

BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=100'



THE BASIS OF BEARINGS USED IN THIS DESCRIPTION ARE BASED UPON THOSE SHOWN ON THE HIGHLAND GREENS UNIT NO.2 SUBDIVISION, FILED IN BOOK I OF MAPS, PAGE 26, O.R.P.C.

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PREPARED FOR:
NORTH TAHOE PUBLIC UTILITY DISTRICT
APN: 093-010-037, -038 & -039 2499.00
244900to1.dwg

**EXHIBIT 6-A
EASEMENT**

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point which bears North 00°00'00" East, 107.04 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M.; thence from said point of beginning the following twelve (12) courses:

- 1) easterly along said northerly line, North 90°00'00" East, 635.61 feet;
- 2) departing said northerly line, South 86°32'09" East, 171.99 feet;
- 3) South 00°00'00" East, 40.07 feet;
- 4) North 86°32'09" West, 173.20 feet;
- 5) South 90°00'00" West, 607.93 feet;
- 6) South 22°59'46" West, 123.12 feet;
- 7) South 36°38'27" West, 78.85 feet;
- 8) South 88°33'54" West, 39.08 feet, to the westerly line of said parcel;
- 9) northerly along said westerly line North 00°11'15" East, 40.02 feet;
- 10) departing said westerly line, North 88°33'54" East, 18.47 feet;
- 11) North 36°38'27" East, 54.59 feet;
- 12) North 22°59'46" East, 144.82 feet, more or less to the point of beginning.

Above easement contains 40,953 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

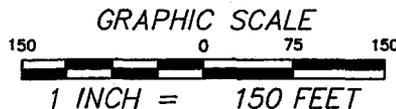
This easement affects APN: 093-010-038 and 093-010-039.

EXHIBIT '6-B'
EASEMENT EXHIBIT

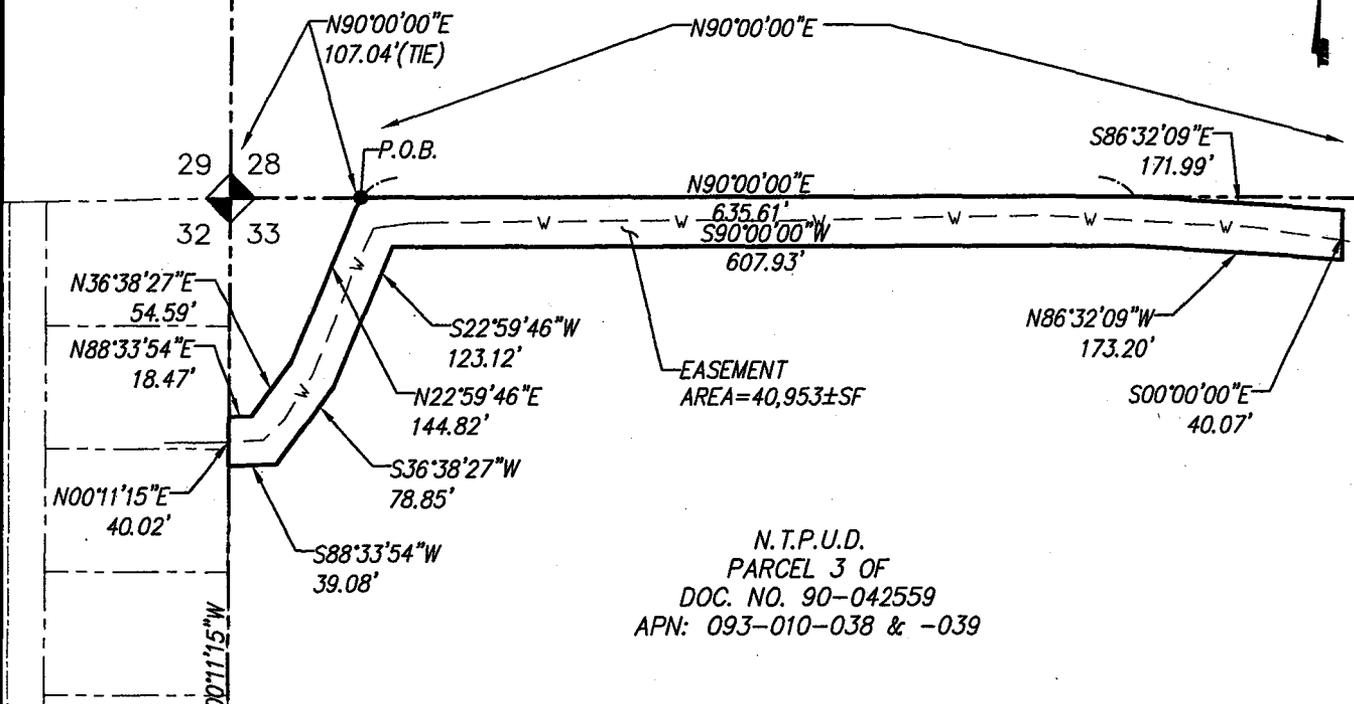
BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=150'



N.T.P.U.D.
APN: 092-010-042



N.T.P.U.D.
PARCEL 3 OF
DOC. NO. 90-042559
APN: 093-010-038 & -039

THE BASIS OF BEARINGS USED IN THIS
DESCRIPTION ARE BASED UPON THOSE
SHOWN ON THE HIGHLAND GREENS
UNIT NO.2 SUBDIVISION, FILED IN BOOK
1 OF MAPS, PAGE 26, O.R.P.C.

WLS

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FAX (530) 581-3231

PREPARED FOR:
NORTH TAHOE PUBLIC UTILITY DISTRICT
APN: 093-010-038 & -039
2499.00
249900to1.dwg

**EXHIBIT 7-A
EASEMENT**

Being a portion of those certain parcels of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33 and Section 28, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point which bears North 90°00'00" East, 914.33 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M.; thence from said point of beginning the following five (5) courses:

- 1) Departing said northerly line, North 00°00'00" East, 69.51 feet;
- 2) North 90°00'00" East, 250.00 feet;
- 3) South 00°00'00" East, 250.00 feet;
- 4) North 90°00'00" West, 250.00 feet;
- 5) North 00°00'00" East, 180.49 feet, more or less to the point of beginning.

Above easement contains 62,500 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

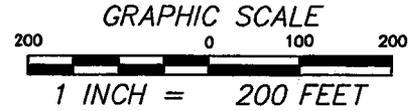
This easement affects APN: 093-010-039 and 092-010-042.

EXHIBIT '7-B'
EASEMENT EXHIBIT

BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTIONS 28 & 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

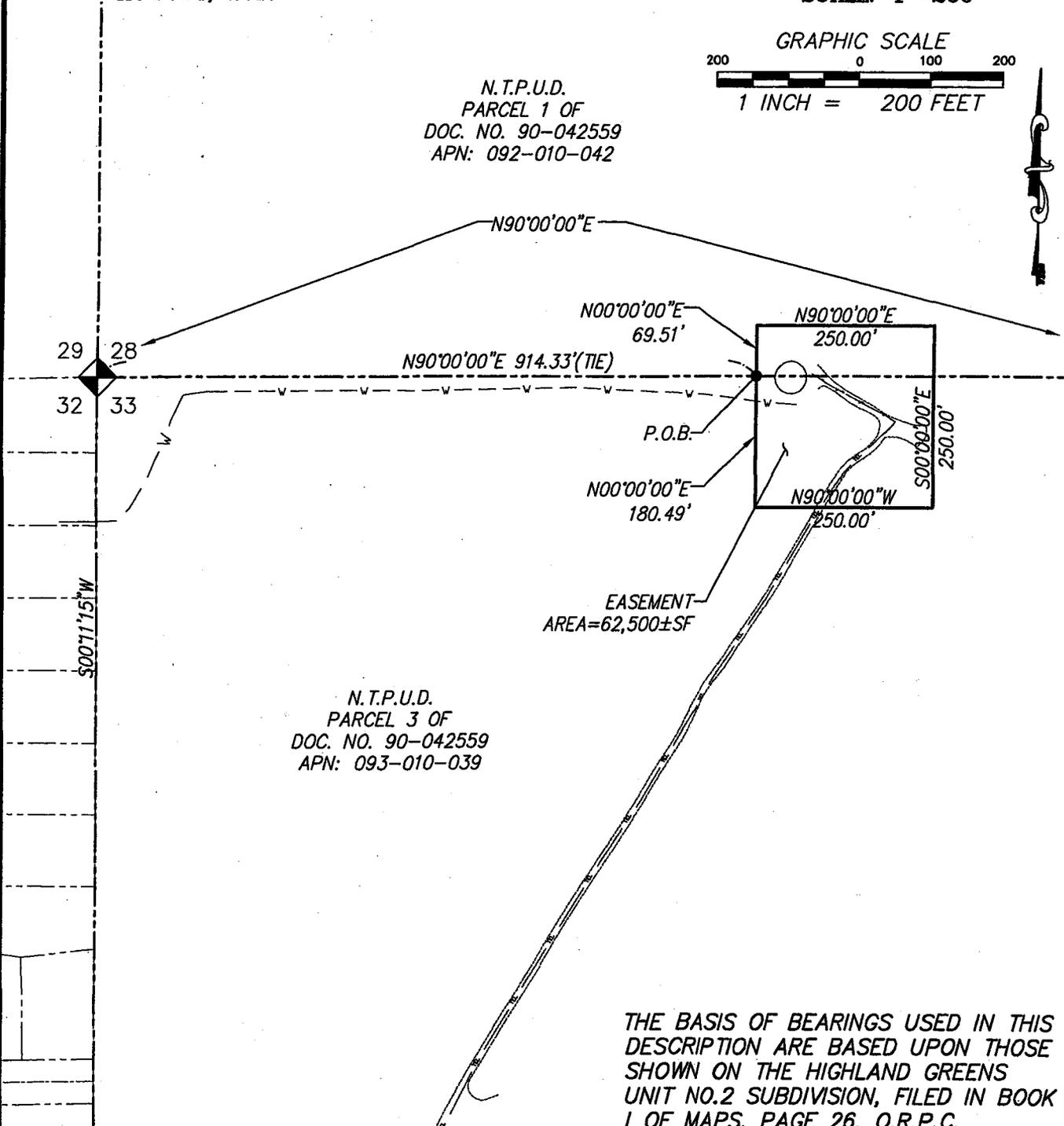
COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=200'



N.T.P.U.D.
PARCEL 1 OF
DOC. NO. 90-042559
APN: 092-010-042

N.T.P.U.D.
PARCEL 3 OF
DOC. NO. 90-042559
APN: 093-010-039



THE BASIS OF BEARINGS USED IN THIS
DESCRIPTION ARE BASED UPON THOSE
SHOWN ON THE HIGHLAND GREENS
UNIT NO.2 SUBDIVISION, FILED IN BOOK
1 OF MAPS, PAGE 26, O.R.P.C.

WLS

WEBB LAND SURVEYING, INC.

3190 Fabian Way, Unit C
Tahoe City, CA 96145
P.O. Box 1222
Carnelian Bay, CA 96140
(530) 581-2599
FAX (530) 581-3231

PREPARED FOR:
NORTH TAHOE PUBLIC UTILITY DISTRICT
APN: 093-010-039 & 092-010-042 2499.0
249900to1.dwg

EXHIBIT 8-A EASEMENT

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point which bears South 84°06'56" East, 1,170.49 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of Parcel No. 3, as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California; thence from said point of beginning the following four (4) courses:

- 1) North 00°00'00" East, 100.00 feet;
- 2) South 90°00'00" East, 633.04 feet, to a point on the northerly right of way of State Highway 28;
- 3) southwesterly along the northerly right of way of State Highway 28, a non-tangent curve to the left, having a radius of 517.02 feet, a central angle of 18°30'50", a distance of 167.06 feet, said curve is subtended by a chord which bears South 53°02'44" West, 166.34 feet;
- 4) departing the northerly right of way of State Highway 28, North 90°00'00" West, 500.11 feet, more or less to the point of beginning.

Above easement contains 55,910 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

This easement affects APN: 093-010-039.

EXHIBIT '8-B'

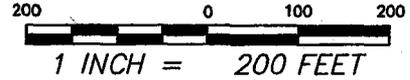
EASEMENT EXHIBIT

BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

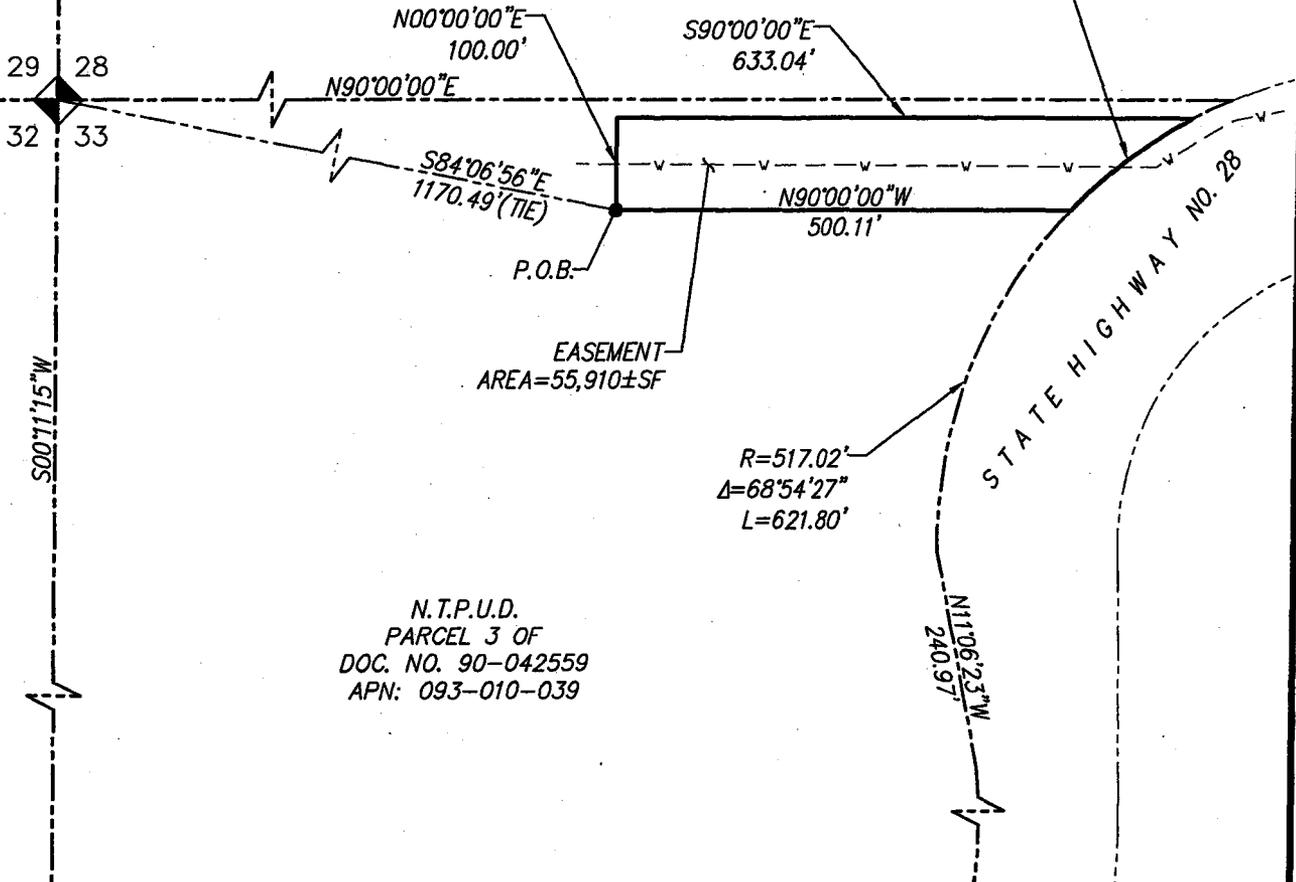
CALIFORNIA
SCALE: 1"=200'

GRAPHIC SCALE



N.T.P.U.D.
PARCEL 1 OF
DOC. NO. 90-042559
APN: 092-010-042

R=517.02'
Δ=18°30'50"
L=167.06'
Ch=S53°02'44"W
166.34'



N.T.P.U.D.
PARCEL 3 OF
DOC. NO. 90-042559
APN: 093-010-039

R=517.02'
Δ=68°54'27"
L=621.80'

THE BASIS OF BEARINGS USED IN THIS
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UNIT NO.2 SUBDIVISION, FILED IN BOOK
1 OF MAPS, PAGE 26, O.R.P.C.

<h1 style="margin: 0;">WLS</h1> <p style="margin: 0; font-size: small;">WEBB LAND SURVEYING, INC.</p>	<p style="font-size: x-small;">3190 Fabian Way, Unit C Tahoe City, CA 96145 P.O. Box 1222 Carnelian Bay, CA 96140 (530) 581-2599 FAX (530) 581-3231</p>
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<p>APN: 093-010-039</p>	<p style="text-align: right;">PREPARED FOR: NORTH TAHOE PUBLIC UTILITY DISTRICT 2499.00 249900to1.dwg</p>
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EXHIBIT 9-A EASEMENT

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point which bears South 28°04'09" East, 1,125.65 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of Parcel No. 3, as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California; thence from said point of beginning the following fifteen (15) courses:

- 1) along a curve to the right, having a radius of 220.00 feet, a central angle of 27°08'55", a distance of 104.24', said curve is subtended by a chord which bears North 74°47'53" East, 103.27 feet;
- 2) North 88°22'20" East, 103.22 feet;
- 3) along a tangent curve to the right, having a radius of 200.00 feet, a central angle of 40°51'37", a distance of 142.63 feet;
- 4) South 50°46'03" East, 190.27 feet;
- 5) South 59°45'52" East, 106.80 feet;
- 6) South 63°52'04" East, 214.88 feet, to a point on the northerly right of way of State Highway 28;
- 7) southwesterly along the northerly right of way of State Highway 28, a non-tangent curve to the right, having a radius of 579.70 feet, a central angle of 04°47'16", a distance of 48.44 feet, said curve is subtended by a chord which bears South 60°26'42" West, 48.43 feet;
- 8) departing said northerly right of way of State Highway 28, North 63°52'04" West, 189.01 feet;
- 9) North 59°45'52" West, 111.38 feet;
- 10) North 50°46'03" West, 193.41 feet;
- 11) along a tangent curve to the left, having a radius of 160.00 feet, a central angle of 40°51'37", a distance of 114.10 feet;
- 12) South 88°22'20" West, 103.22 feet;
- 13) along a tangent curve to the left, having a radius of 180.00 feet, a central angle of 36°27'38", a distance of 114.54 feet;
- 14) South 51°54'42" West, 61.95 feet;
- 15) North 31°05'15" East, 104.36 feet, more or less to the point of beginning.

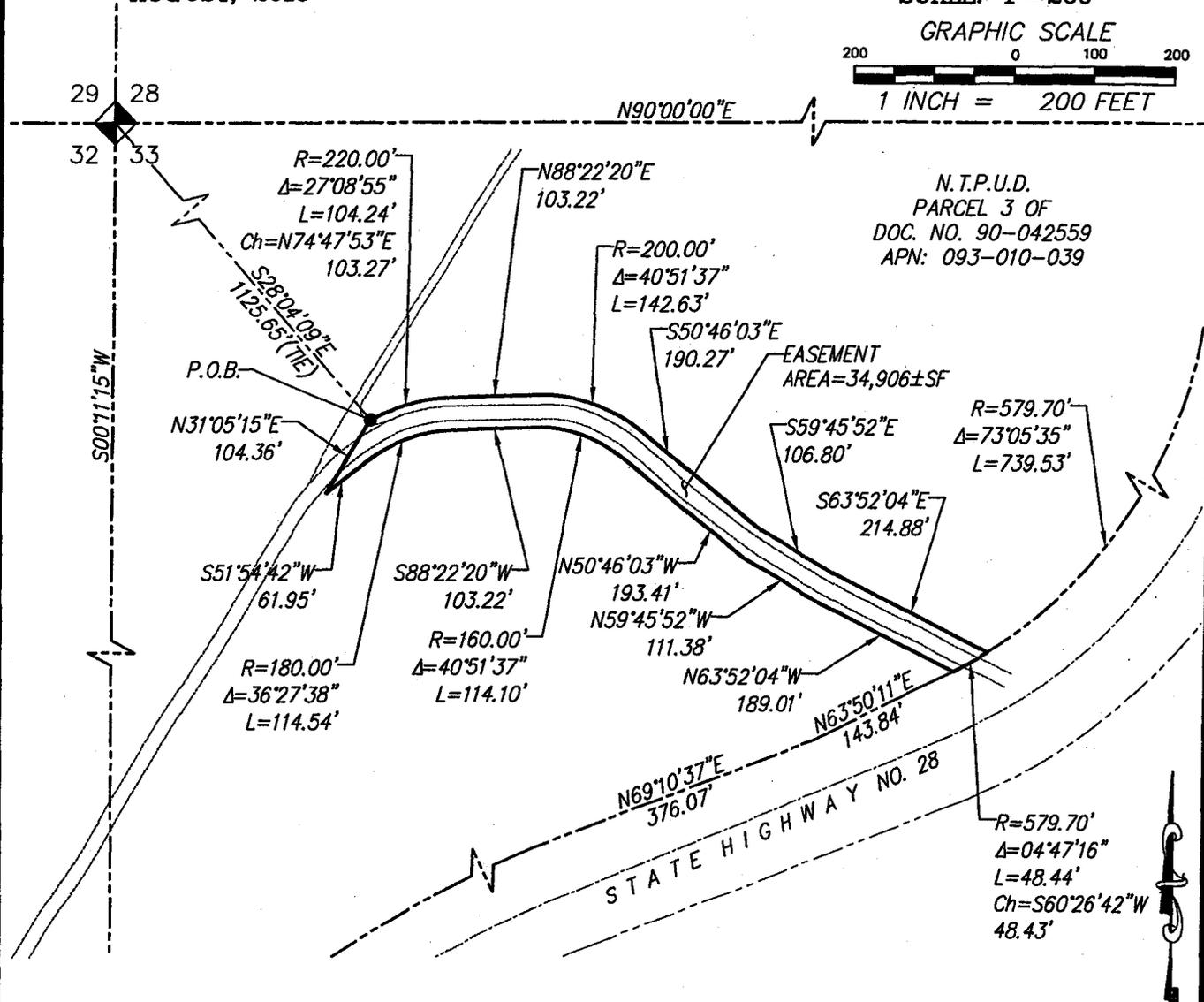
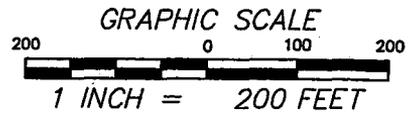
Above easement contains 34,906 square feet, more or less.

EXHIBIT '9-B'
EASEMENT EXHIBIT

BEING A PORTION OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 90-042559 O.R.P.C., ALSO
BEING A PORTION OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 17 EAST, M.D.B. & M.

COUNTY OF PLACER
AUGUST, 2015

CALIFORNIA
SCALE: 1"=200'



N.T.P.U.D.
PARCEL 3 OF
DOC. NO. 90-042559
APN: 093-010-039

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PREPARED FOR:
NORTH TAHOE PUBLIC UTILITY DISTRICT
APN: 093-010-039
2499.00
249900to1.dwg

**EXHIBIT 10-A
EASEMENT**

Being a portion of that certain parcel of land as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California, said parcel being located in Section 33, Township 16 North, Range 17 East, M.D.B. &M., and more particularly described as follows:

Beginning at point on the northerly right of way of State Highway 28, which bears South 17°04'02" East, 1,715.83 feet from the northwest corner of Section 33, Township 16 North, Range 17 East, M.D.B. &M., said corner also being the northwest corner of Parcel No. 3, as described in the Grant Deed conveyed to The North Tahoe Public Utility District, recorded in Document No. 90-042559, Official Records of Placer County, California; thence from said point of beginning the following eight (8) courses:

- 1) departing said northerly right of way of State Highway 28, North 44°53'24" East, 174.95 feet;
- 2) North 65°06'44" East, 398.64 feet;
- 3) North 74°21'17" East, 187.42 feet;
- 4) North 85°19'39" East, 107.93 feet, to the northerly right of way of State Highway 28;
- 5) southwesterly along the northerly right of way of State Highway 28, a non-tangent curve to the right, having a radius of 579.70 feet, a central angle of 06°53'32", a distance of 69.73 feet, said curve is subtended by a chord which bears South 63°51'25" West, 69.69 feet;
- 6) continuing along said right of way, South 63°50'11" West, 143.84 feet;
- 7) continuing along said right of way, South 69°10'37" West, 376.07 feet
- 8) continuing along said right of way along a non-tangent curve to the left, having a radius of 1363.72 feet, a central angle of 10°58'44", a distance of 261.31 feet, said curve is subtended by a chord which bears South 61°48'56" West, 260.91 feet, more or less to the point of beginning.

Above easement contains 37,020 square feet, more or less.

The bearings used in this document are based upon those shown on the Highland Greens Unit No.2 Subdivision as shown in Book I of Maps, Page 26, Official Records of Placer County, California.

This easement affects APN: 093-010-039.

EXHIBIT '10-B'
EASEMENT EXHIBIT

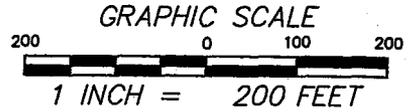
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COUNTY OF PLACER
AUGUST, 2015

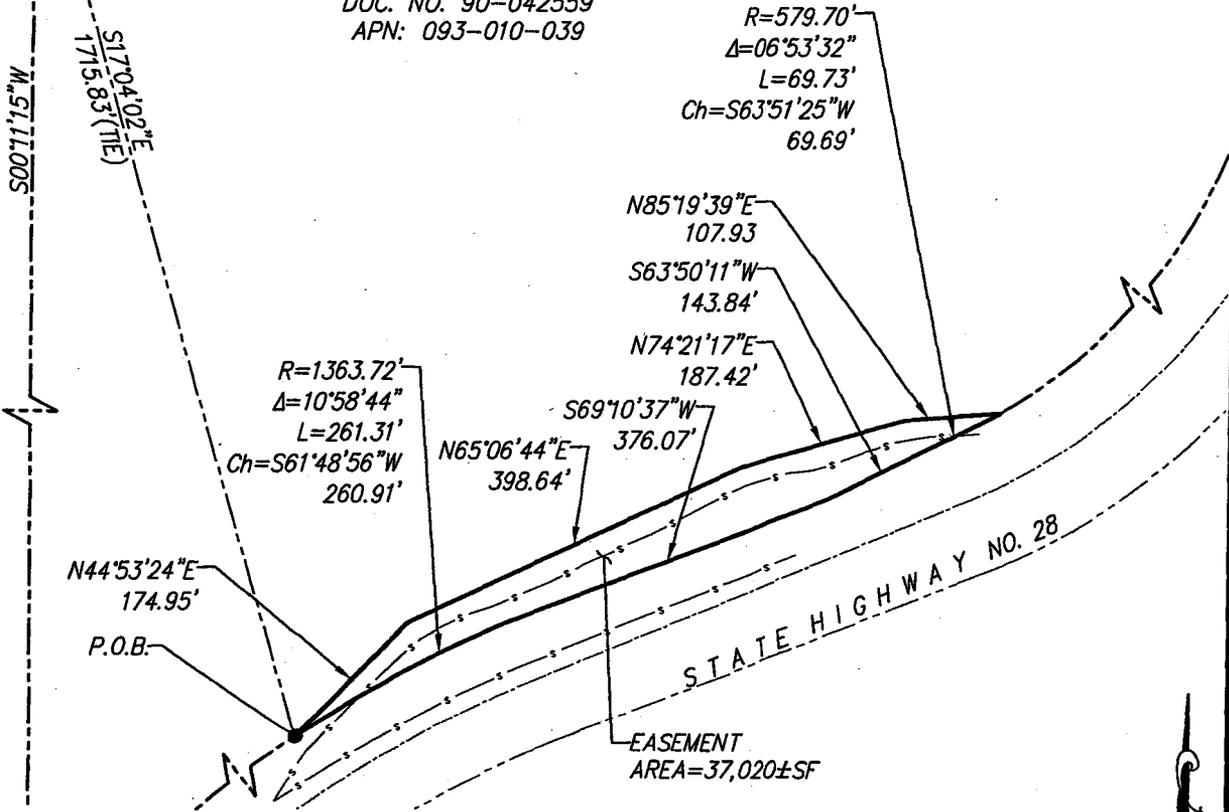
CALIFORNIA
SCALE: 1"=200'

29 28
32 33

N90°00'00"E



N.T.P.U.D.
PARCEL 3 OF
DOC. NO. 90-042559
APN: 093-010-039



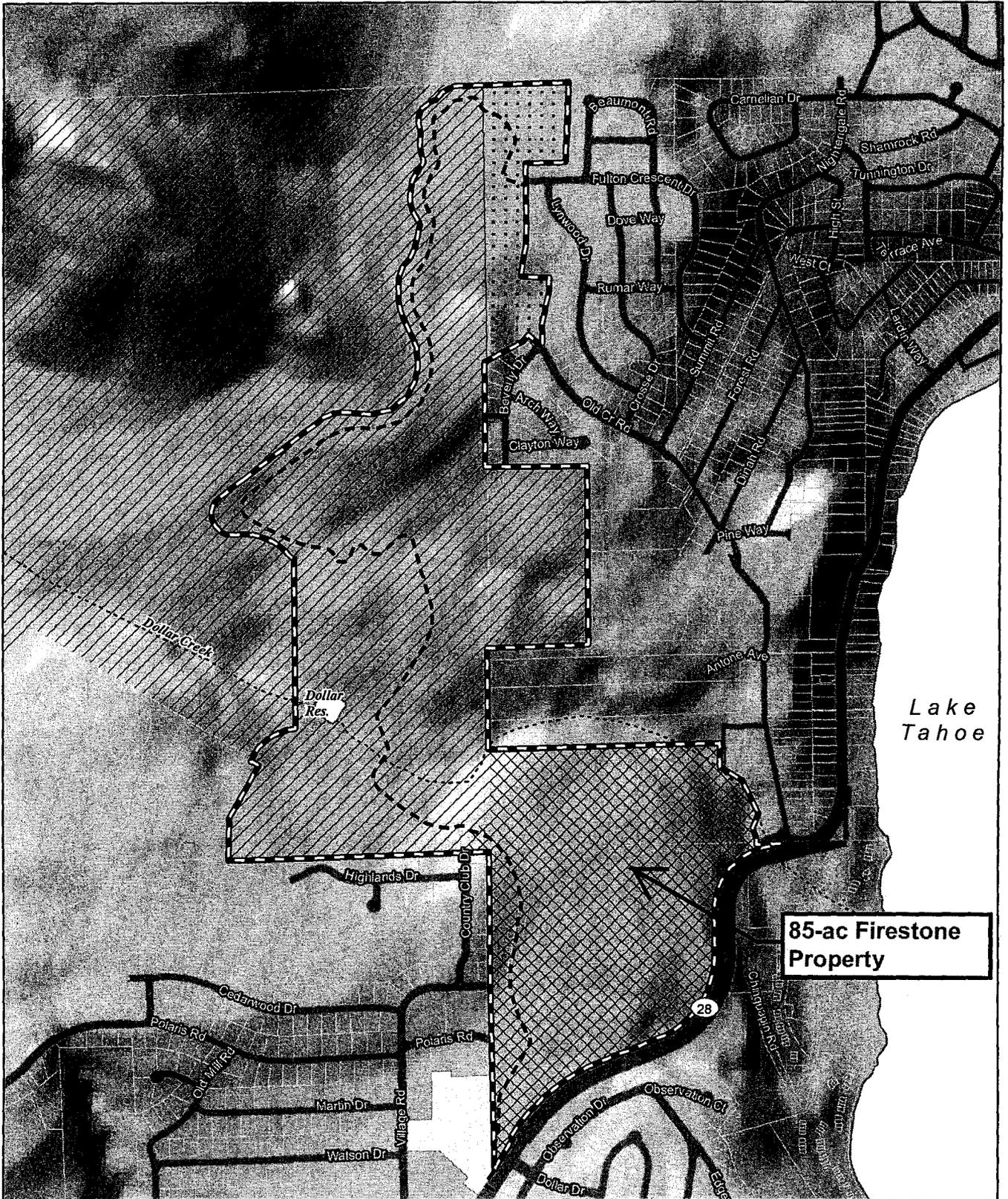
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WLS

WEBB LAND SURVEYING, INC.

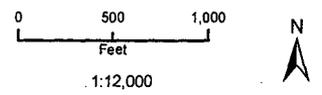
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APN: 093-010-039
2499.00
249900to1.dwg



-  Conservancy
-  NT PUD
-  NV Energy
-  Caltrans (SR 28)
-  Private

Dollar Creek Shared-Use Trail
Project Area Ownership



Data sources: Tahoe Regional Planning Agency, USGS National Hydrography Dataset, Placer County GIS, Nichols Consulting Engineers (2-16-2012). Map date: May 15, 2012.

HAUGE BRUECK
ASSOCIATES

