RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

El Dorado County Department of Transportation 2850 Fair Lane Court, Building C Placerville, CA 95667 Attn: Director of Transportation

Mail tax statements to: Does not convey fee title

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SERRANO VILLAGE K-1/K-2 TRAILS EASEMENT AGREEMENT

This Easement Agreement is made and entered into by and between Serrano Associates, LLC, a Delaware Limited Liability Company, ("Grantor"), and El Dorado County, a political subdivision of the State of California, having an address at 330 Fair Lane, Placerville, CA 95667 ("Grantee").

RECITALS

WHEREAS, Grantor is the developer of certain real property in the County of El Dorado, commonly referred as the "Serrano" project. The public access easement(s) granted hereby is located within the Serrano project owned by Grantor and described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property possesses recreational, educational and natural habitat values (collectively "conservation values") of great importance to Grantor, the County of El Dorado and the State of California; and

WHEREAS, in particular, the Property possesses the values of providing land for outdoor recreation by, and education of, the general public, and providing for the protection of a relatively natural habitat of wildlife, plants, or similar ecosystem; and

WHEREAS, an aggregate base pedestrian and bicycle trail has been designed for and constructed upon, the Property and is open to the public for recreational, educational and aesthetic enjoyment, which provides a benefit to the general public which uses the trails.

WHEREAS, the specific conservation values of the Property are documented in the El Dorado Hills Specific Plan and the Serrano Open Space Management Plan, which consists of reports, soils and vegetation studies, maps, photographs and other documentation that, the parties agree, provide an accurate representation of the overall Serrano Open Space properties, within which the K-1/K-2 trails are located. The Serrano Open Space Management Plan is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the El Dorado Hills Specific Plan contemplates that the overall Open Space shall be granted to a long-term management entity and specifically requires Grantor to offer the Open Space to the El Dorado Hills Community Services District, which offer was made and rejected, then to the County of El Dorado, which offer was subsequently made and rejected.

Grantor now intends to transfer by Grant Deed the overall Serrano Open Space to the Serrano El Dorado Owners' Association, which was authorized by its governing documents to own and manage the Open Space portions of the property, while ensuring that public access to the trail systems is maintained.

WHEREAS, Grantor intends by this document to convey to Grantee an easement interest in and to the land over which the K-1/K-2 trails have been constructed and to provide for public access to, over and across the trails for recreational purposes; and

WHEREAS, Grantee is a political subdivision of the State of California, qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended; and

- NOW, THEREFORE, in consideration of the above mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of California and in particular the ordinances of the County of El Dorado, Grantor hereby voluntarily grants and conveys to Grantee an access easement, as a non-exclusive easement in gross, in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").
- 1. Purpose. It is the purpose of this Easement to (1) assure that the Property will be retained predominantly in its scenic condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property, including any adjacent or nearby mitigation areas, (2) provide for public access to and use of the trails and associated systems, (3) provide an acknowledgement of immunities afforded to Grantor to protect against liability attendant to public use, and (4) ensure Grantor's ability to comply with the terms and conditions of the County-adopted El Dorado Hills Specific plan and County approved Serrano Open Space Management Plan and the U. S. Department of the Army Corps of Engineers Section 404(B)(1) Permit (the "404 Permit"). Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving outdoor recreation and education of the general public, as are consistent with the purposes of this Easement and to strictly confine public access to the areas described.
- **2.** Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
- 2.1 Public Access Easement. Grantor grants to Grantee an easement over all of those aggregate base and/or decomposed granite trails, observation points, etc., as more particularly depicted in Exhibit "A" attached hereto and incorporated herein by reference. Public access shall be limited to those areas described and Grantor reserves the right to restrict or prohibit public access into, over or across all other portions of the Open Space other than designated trails. Said access prohibitions are necessary to comply with the Army Corps Permit requirements, the Open Space Management Plan, and to assure the success of the existing and re-created wetlands located within the Open Space.
 - 3. Term. The term of this easement shall be perpetual.
- 4. <u>Prohibited Uses</u>. Any activity on or use of the Property by Grantor or Grantee inconsistent with the purpose of this Easement, or which may be inconsistent with the terms and provisions of the Serrano Open Space Management Plan or the 404 Permit applicable to the Property, or the Deed Restrictions previously imposed by the Corps of Engineers, is prohibited. Without limiting the generality of the foregoing, the following activities and uses by Grantor or Grantee are expressly prohibited: any residential, commercial, industrial or other use of or activity on the Property other than those relating to recreational, educational or natural habitat.

- **5.** Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property not relinquished pursuant to this Easement.
- 6. Maintenance of the Easement. The Fee Owner of the Property upon which the easement is located shall have sole responsibility for maintenance of the Easement Area as set forth herein, as well as the placement of adequate warnings of the existence of any condition of the Easement that constitutes a hazard to health or safety. Except as otherwise provided for hereinbelow, until Grantor transfers and conveys the Property to the intended long-term manager (the Serrano El Dorado Owners' Association), Grantor or the Association shall be responsible for maintaining the public access easement areas subject to the standards and notification procedures established hereby. Maintenance of the public access easement shall be performed based upon maintenance standards to be prepared by Grantor and incorporated within the Open Space Management Plan.
- 7. Modifications to Improvements. No modifications to any of the improvements within the Easement Area shall be conducted without the express written consent of Grantor. This provision is to be construed as broadly as possible and includes modification to hydrologic or drainage systems, riparian areas, trees, trails, bridges, lookouts, wetland areas, etc. The parties acknowledge that Grantor or its successor retains fee ownership to all of the property encumbered hereby and that Grantor is subject to the 404 Permit and related conditions. Grantee shall undertake no action which is inconsistent with the adopted maintenance standards. Grantee hereby agrees to indemnify, defend, save and hold Grantor harmless from any and all claims, causes of action, suits or damages of any kind incurred as a result of Grantee's unauthorized actions within the access easement/trail areas.
- 8. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantee to notify Grantor prior to undertaking certain permitted activities, as provided herein, is to afford Grantor an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required for construction activity, Grantee shall notify Grantor in writing not less than fifteen (15) days prior to the date Grantee intends to undertake the activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.
- 8.1 <u>Grantor's Approval</u>. Where Grantor's approval is required, as set forth herein, Grantor shall grant or withhold its approval in writing within fifteen (15) days of receipt of Grantee's written request therefor. Grantor's approval may be withheld only upon a reasonable determination by Grantor that the action as proposed would be inconsistent with the purpose of this Easement, the 404 Permit or the Open Space Management Plan. In the event approval is withheld, Grantor shall notify Grantee in writing of the specific reasons therefor.
- 8.2 <u>Arbitration</u>. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantee agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select

the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, the then presiding judge of the Superior Court of the State of California in and for the County of El Dorado, acting as an individual, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be. The arbitration shall be conducted in accordance with California Code of Civil Procedure Sections 1280-1294.2, or any successor statute then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. Hearings shall be held in the County of El Dorado, State of California. All notices, including notices under California Code of Civil Procedure Section 1290.4, shall be given as provided in paragraph 15. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrator(s) and attorneys' fees, which shall be determined by the arbitrator(s) and any court of competent jurisdiction that may be called upon to enforce or review the award,

- Remedies. If either Party determines that the other Party is in violation of the terms of this Easement or that a violation is threatened, the non-breaching Party shall give written notice to breaching Party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If the breaching Party fails to cure the violation within thirty (30) days after receipt of notice thereof from the non-breaching Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the non-breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, and, if applicable, to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting the breaching Party's liability therefor, the non-breaching Party, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If either Party determines that circumstances require immediate action to prevent or mitigate significant damage to the Property or to protect public health, life, or safety, the non-breaching Party may seek immediate relief from the court without waiting for the period provided for cure to expire. The rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. The remedies described in this paragraph shall be in addition to all remedies now or hereafter existing at law or in equity.
- **9.1** Costs of Enforcement. Any costs incurred by Grantor or Grantee in enforcing the terms of this Easement against the other party, including, without limitation, costs of suit and attorneys' fees, shall be paid to the prevailing party by the non-prevailing party.
- 9.2 <u>Discretion</u>. Any forbearance by either party in exercising or enforcing its rights under this Easement shall not be deemed or construed to be a waiver by the forbearing party of such term or of any subsequent breach of the same or any other term of this Easement or of any of such party's rights under this Easement. No delay or omission by either party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.
- 9.3 <u>Acts Beyond Parties' Control</u>. Nothing contained in this Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond that party's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by either party under

emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

- **10.** Access. Except as expressly provided hereinabove, no right of access by the general public to any other portion of the Open Space portions of the Serrano project is conveyed by this Easement. Grantor may permit such access by the general public, at any time in its sole discretion.
- 11. Costs and Liabilities. Grantor retains responsibility related to the ownership of Grantor's interest in the Property, including the maintenance of adequate comprehensive general liability insurance coverage covering acts or omissions of Grantor. Grantor shall keep the Property free of any liens arising out of any work performed for Grantor, materials furnished to Grantor, or obligations incurred by Grantor, except as set forth herein.
- 11.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of Taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of one percentage point over the prime rate of interest from time to time charged by Bank of America or the maximum rate allowed by law.
- shall indemnify, hold harmless, and defend Grantee and its Board of Supervisors, members, employees, agents, and contractors, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from: (a) the obligations of Grantor and the obligations of Grantee, if any, pursuant to the permit governing a portion of the Property issued under Section 404 of the Clean Water Act (33 U.S.C. Section 1344(a)), and (b) the acts or omissions of Grantor or its successor owners.
- 11.3 Grantee Indemnity; Hold Harmless. Grantee shall indemnify, hold harmless, and defend Grantor and his employees, agents, and contractors, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including" without limitation, reasonable attorneys' fees, arising from the acts or omissions of Grantee during Grantee's ownership of an interest in the Property, including any acts or omissions of Grantee which result in violation (i) under the permit issued to Grantor under Section 404 of the Clean Water Act (33 U.S.C. Section 1344(a)).
- 11.4 <u>Immunity.</u> Because public access and use of the easement areas and facilities, including, without limitation, the trails, nature areas, etc., shall exist by virtue of the public utilizing Grantee's right of public access established hereby, the Parties hereby acknowledge that, in granting this access easement, Grantor relies on the immunities from liability specified in California Government Code Section 831.4 and California Civil Code Section 846.

- 12. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined by such judicial proceeding. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.
- 13. <u>Condemnation</u>. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with applicable law. Grantee expressly reserves its condemnation authority over the Subject Property.
- 13.1 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including the laws of the State of California or Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the County of El Dorado, State of California.
- 14. Assignment. This Easement is non-transferable by Grantee. Grantor may, and currently intends to, assign this Easement to the long-term Open Space Manager, currently contemplated to be the Serrano El Dorado Owners' Association. Any party to whom this easement is assigned shall be subject to all obligations that are otherwise assumed by Grantor herein.
- 15. <u>Notices</u>. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Serrano Associates, LLC

4525 Serrano Parkway, Suite 100

El Dorado Hills, CA 95762 Attention: William Parker

With a copy to: Hefner, Stark & Marois

2150 River Park Drive, Suite 450

Sacramento, CA 95833 Attention: Michael J. Cook

To Grantee. County of El Dorado

Department of Transportation 2850 Fair Lane Ct Building C

Placerville, Ca 95667

Attention: Director of Transportation

or to such other address as either party from time to time shall designate by written notice to the other.

16. <u>Recordation</u>, Grantee shall record this instrument in timely fashion in the official records of the County of El Dorado, State of California, and may re-record it at any time as may be required to preserve its rights in this Easement.

17. General Provisions.

- 17.1 <u>Controlling Law</u>. The interpretation and performance of this Easement shall be governed by the laws of the State of California.
- 17.2 <u>Liberal Construction</u>. Any general rule of construction to be contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the laws of the State of California. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 17.3 <u>Severability</u>. If any provision of this Easement or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 17.4 <u>Entire Agreement</u>. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 9.2.
- 17.5 <u>No Forfeiture</u>. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 17.6 <u>Successors</u>. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, agents, independent contractors, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- 17.7 <u>Termination of Rights and Obligations</u>. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 17.8 <u>Captions</u>. The captions in this instrument have been inserted solely for convenience of reference and are not a party of this instrument and shall have no effect upon construction or interpretation.
- 17.9 <u>Counterparts</u>. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the dates listed below.

GRANTOR:	GRANTEE:
SERRANO ASSOCIATES, LLC, a Delaware limited rability company	COUNTY OF EL DORADO, a Political Subdivision of the State of California
By: Parker Development Company, a California corporation, Member	By:
hhm!!	Name:
Name: William R. Parker	Title:
Title: Prisident	Dated:
Dated:	ATTESTS:
	Board Clerk
	APPROVED AS TO FORM:
	County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	IFORNIA ALL-PURPOSE CERTIFICATE OF
State of California (CKNOWLEDGMENT
County of FI Porado)	
	ere insert name and title of the office)
personally appeared William Robert Briter	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	KELLY METCALF Comm. #2392576
WITNESS my hand and official seal.	Notary Public · California M El Dorado County Comm. Expires Feb. 18, 2026
Signature Signature	
July Juneary	(Seal)
OPTIONAL INFORMATION	/
- july junear	
OPTIONAL INFORMATION Although the information in this section is not required by law, it could prove	nt fraudulent removal and reattachment of this rsons relying on the attached document.
Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to perform the preceding Certificate of Acknowledgment is attached to a document.	
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Description of Attached Document The preceding Certificate of Acknowledgment is attached to a document attached att	mt fraudulent removal and reattachment of this resons relying on the attached document. Method of Signer Identification Proved to me on the basis of satisfactory evidence: Of form(s) of identification of credible witness(es) Notarial event is detailed in notary journal on:
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Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to perform the preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of	Method of Signer Identification Proved to me on the basis of satisfactory evidence: Office of the control of this resons relying on the attached document. Method of Signer Identification
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PPTIONAL INFORMATION Although the information in this section is not required by law, it could preve acknowledgment to an unauthorized document and may prove useful to per	Method of Signer Identification Proved to me on the basis of satisfactory evidence: Office Continue Continue

Serrano Village K-1/K-2 Trails Easement Agreement Exhibit A

Phase 4 Legal Description ("Exhibit A", 2 pages)
Phase 4 Depiction ("Exhibit B", 4 pages)

Phase 5 Legal Description ("Exhibit A", 2 pages)
Phase 5 Depiction ("Exhibit B", 4 pages)

Exhibit "A"

TRAIL EASEMENT

All that real property situated in the County of El Dorado, State of California, being a portion of Lot D as shown on the Plat of Serrano K1 & K2-Unit 4 filed in the Recorder's office of said County in Book K of Maps, Page 50, described as follows:

A strip of land 10.00 feet wide the centerline of which is described as follows:

Beginning at a point on that certain curve in the south boundary of said Lot D, also being the north right of way of Greenview Drive as shown on said Plat, having a radius of 725.00 feet and a central angle of 15°33'00" from which the lot corner common to said Lot D and Lot 103A as shown on said Plat bears South 67°02'08" East 106.91 feet measured along the chord of said curve; thence from said Point of Beginning across said Lot D the following 53 courses and distances: (1) North 15°36'44" East 13.29 feet, (2) Along a non-tangent curve to the left having a radius of 159.72 feet and a chord that bears North 00°00'15" East 41.80 feet, (3) Along nontangent curve to the right having a radius of 356.39 feet and a chord that bears North 10°54'42" West 38.21 feet, (4) Along a non-tangent curve to the right having a radius of 34.79 feet and a chord that bears North 03°32'21" East 16.47 feet, (5) Along a non-tangent line to said curve North 19°00'25" East 62.60 feet, (6) Along a non-tangent curve to the left having a radius of 96.06 feet and a chord that bears North 04°21'22" East 43.96 feet, (7) Along a non-tangent curve to the left having a radius of 546.69 feet and a chord that bears North 18°18'38" West 132.34 feet, (8) Along a non-tangent curve to the left having a radius of 839.60 feet and a chord that bears North 34°57'19" West 119.63 feet, (9) Along a non-tangent curve to the right having a radius of 95.69 feet and a chord that bears North 19°05'08" West 36.91 feet, (10) Along a non-tangent line to said curve North 09°50'52" West 29.34 feet, (11) Along a non-tangent curve to the left having radius of 22.03 feet and a chord that bears North 17°56'01" West 7.36 feet, (12) Along a non-tangent curve to the left having a radius of 303.14 feet and a chord that bears North 41°28'15" West 111.26 feet, (13) Along a non-tangent line to said curve North 44°29'08" West 101.06 feet, (14) North 39°29'04" West 120.90 feet, (15) Along a non-tangent curve to the right having a radius of 204.81 feet and a chord that bears North 28°12'17" West 72.42 feet, (16) Along a non-tangent curve to the right having a radius of 22.73 feet and a chord that bears North 27°41'57" East 28.51 feet, (17) Along a non-tangent curve to the right having a radius 201.66 feet and a chord that bears North 67°40'10" East 60.63 feet, (18) Along a non-tangent curve to the left having a radius of 252.75 feet and a chord that bears North 68°36'45" East 73.12 feet, (19) Along a non-tangent curve to the right having a radius of 549.23 feet and a chord that bears North 70°38'12" East 151.69 feet, (20) Along a non-tangent curve to the left having a radius of 579.29 feet and a chord that bears North 70°19'24" East 114.48 feet, (21) Along a non-tangent curve to the right having a radius of 2,517.31 feet and a chord that bears North 55°21'34" East 112.69 feet, (22) Along a non-tangent curve to the right having a radius of 33.55 feet and a chord that bears North 86°51'22" East 31.53 feet, (23) Along a non-tangent curve to the left having a radius of 106.55 feet and a chord that bears South 80°25'16" East 62.63 feet, (24) Along a non-tangent line to said curve North 80°51'33" East 48.27 feet, (25) Along a non-tangent curve to the right having a radius of 12.20 feet and a chord that bears South 85°02'13" East 8.28 feet, (26) Along a nontangent line to said curve South 66°15'58" East 92.33 feet, (27) South 57°40'18" East 87.03 feet, (28) Along a non-tangent curve to the left having a radius of 129.95 feet and a chord that bears South 73°21'45" East 49.03 feet, (29) Along a non-tangent curve to the left having a radius of 493.83 feet and a chord of that bears South 88°13'19" East 105.89 feet, (30) Along a non-tangent

curve to the right having a radius of 836.93 feet and a chord that bears North 81°40'56" East 98.08 feet, (31) Along a non-tangent curve to the right having a radius of 97.39 feet and a chord that bears South 87°53'11" East 16.98 feet, (32) Along a non-tangent line to said curve South 83°06'44" East 182.39 feet, (33) Along a non-tangent curve to the right having a radius of 171.21 and a chord that bears South 58°43'32" East 119.22 feet, (34) Along a non-tangent line to said curve South 37°48'11" East 127.36 feet, (35) Along a non-tangent curve to the left having a radius of 64.35 feet and a chord that bears South 54°08'45" East 45.65 feet, (36) Along a nontangent line to said curve South 68°17'59" East 64.34 feet, (37) Along a non-tangent curve to the left having a radius of 52.74 feet and a chord that bears South 79°48'51" East 20.93 feet, (38) Along a non-tangent line to said curve South 88°41'27" East 44.27 feet, (39) Along a non-tangent curve to the right having a radius of 91.70 feet and a chord that bears South 85°49'29" East 10.80 feet, (40) Along a non-tangent line to said curve South 82°08'56" East 118.74 feet, (41) Along a non-tangent curve to the left having a radius of 200.09 and a chord that bears South 84°49'17" East 39.14 feet, (42) Along a non-tangent line to said curve South 89°40'25" East 65.69 feet, (43) Along a non-tangent curve to the left having a radius of 89.27 feet and a chord that bears North 81°58'31" East 26.64 feet, (44) Along a non-tangent line to said curve North 72°39'24" East 86.96 feet, (45) Along a non-tangent curve to the right having a radius of 127.46 feet and a chord that bears North 80°37'44" East 25.69 feet, (46) Along a non-tangent curve to the left having a radius of 1,427.36 feet and a chord that bears North 79°11'07" East 154.67 feet, (47) Along a nontangent curve to the right having a radius of 66.84 feet and a chord that bears North 89°43'03" East 20.14 feet, (48) Along a non-tangent line to said curve South 79°16'19" East 61.38 feet, (49) Along a non-tangent curve to the right having a radius of 38.26 feet and a chord that bears South 69°46'51" East 13.52 feet, (50) Along a non-tangent curve to the right having a radius of 704.01 feet and a chord that bears South 55°19'51" East 83.27 feet, (51) Along a non-tangent line to said curve South 56°46'43" East 26.56 feet, (52) Along a non-tangent curve to the left having a radius of 970.81 feet and a chord that bears South 64°43'07" East 107.19 feet and (53) Along a nontangent curve to the left having a radius of 117.23 feet and a chord that bears South 73°26'40" East 19.57 feet to the terminus of the centerline described herein from which an angle point in the boundary of Lot 84, also being the most easterly point in the boundary of Lot B as shown on said Plat, bears South 00°01'16" West 11.60 feet.

The sidelines of said strip are to be lengthened or shortened to terminate at angle points and said north right of way of Greenview Drive. Should the slopes contiguous to the trail extend outside the 10-foot wide strip described herein the trail easement shall extend to the top of cut or toe of fill of said slopes within said Lot D.

See Exhibit "B" attached hereto and made a part hereof.

End of Description

IONAL LAND SUALE

BRIAN THIONNET

No. 6866

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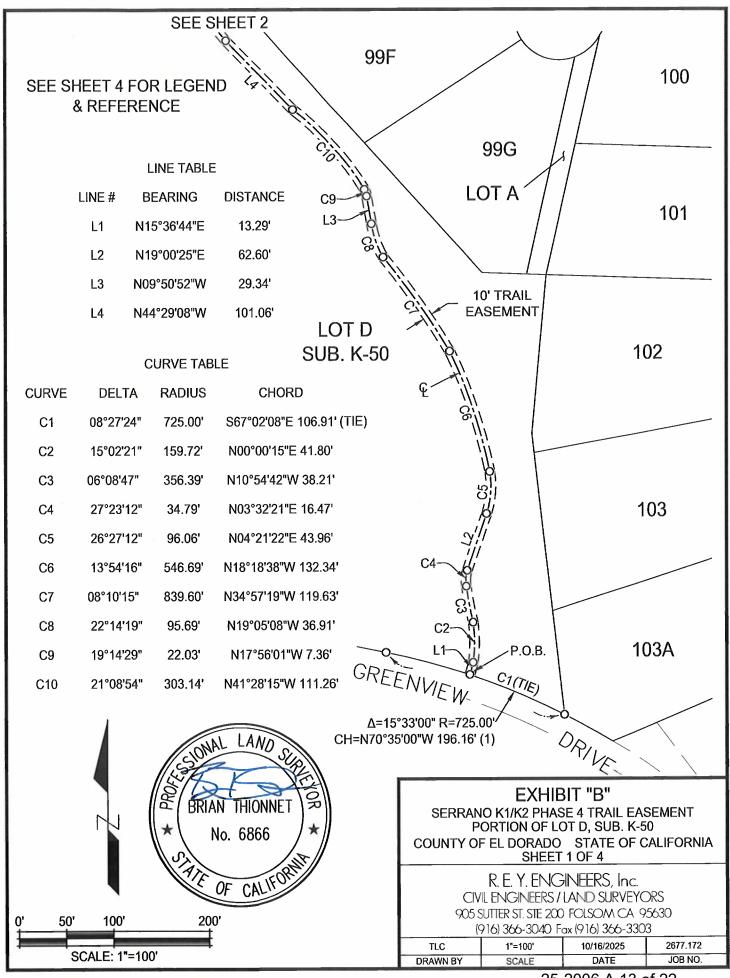
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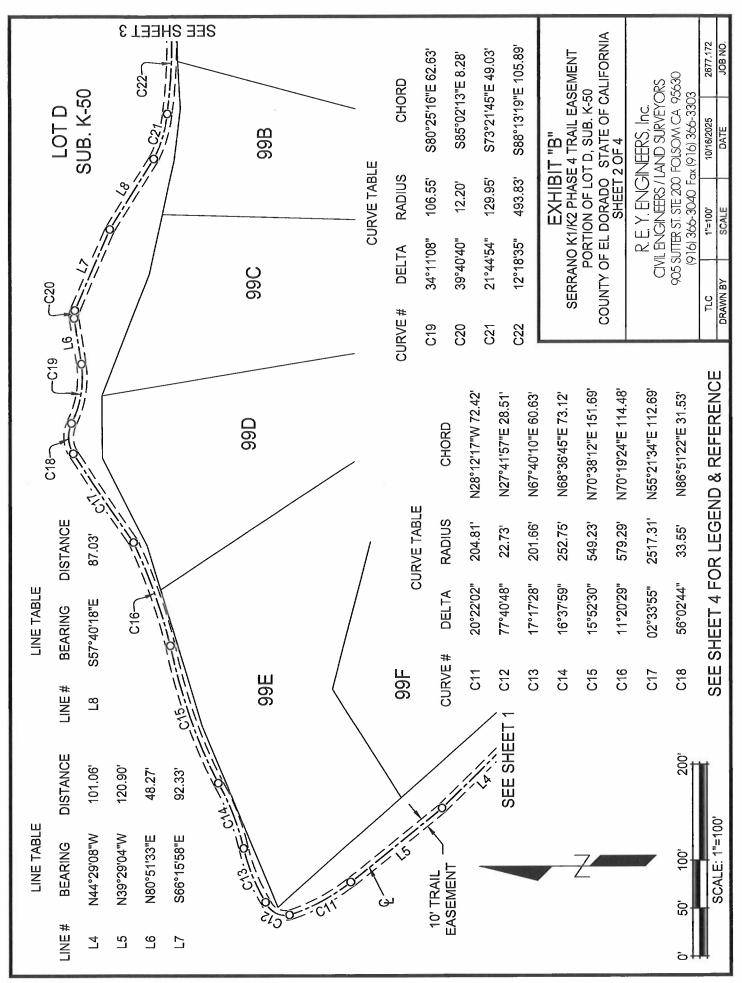
R.E.Y. Engineers, Inc.

Brian Thionnet

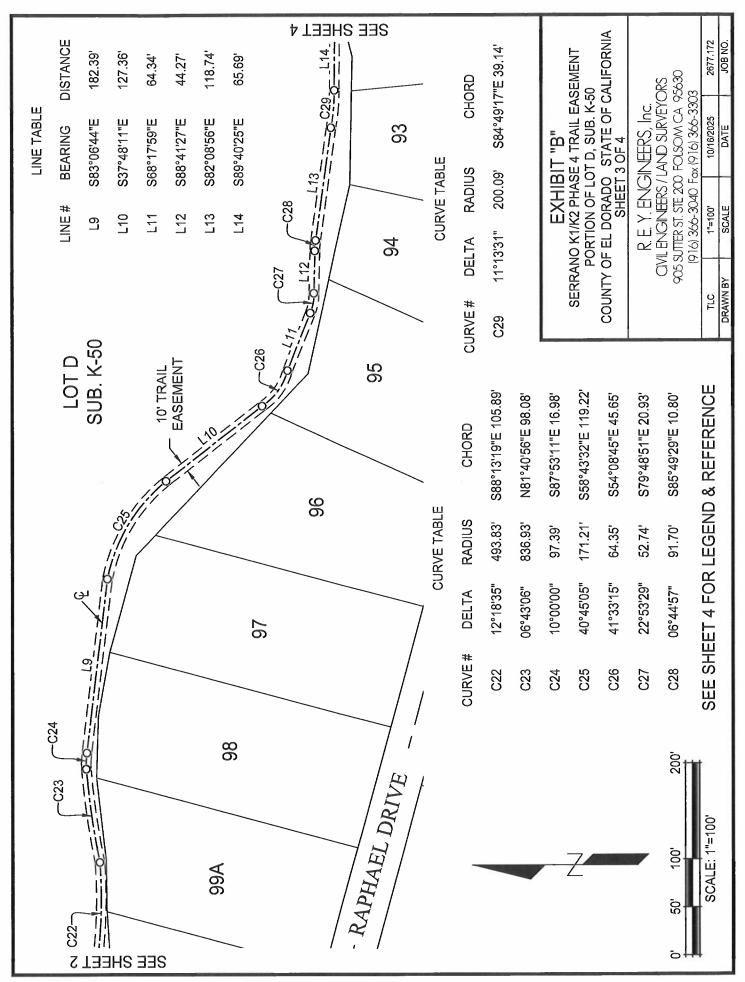
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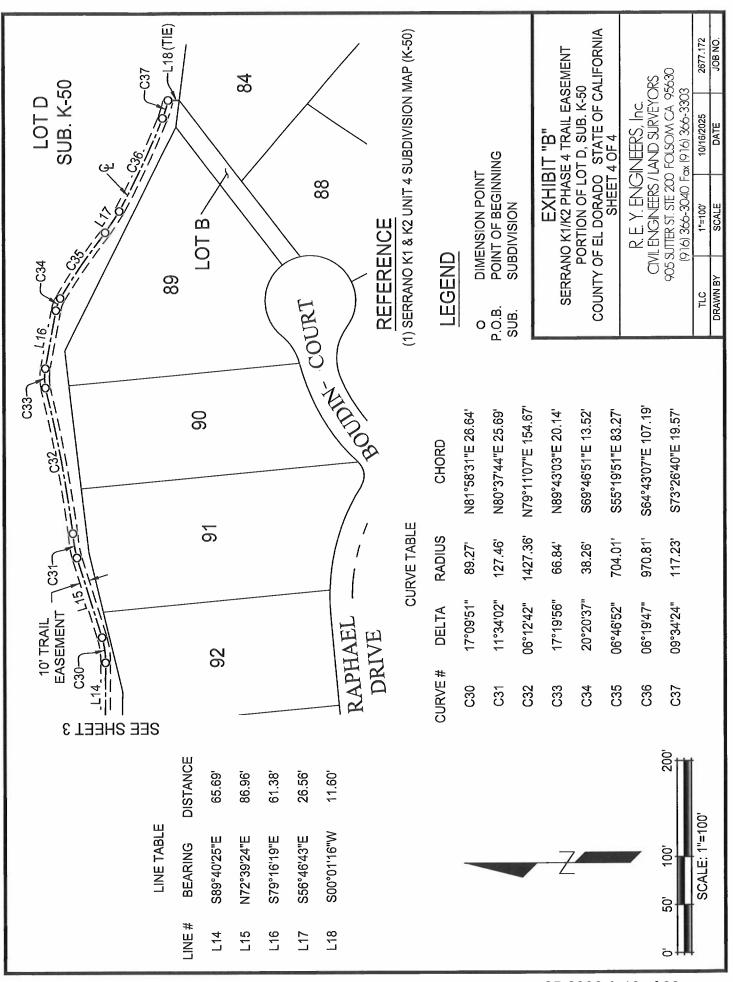


Exhibit "A"

TRAIL EASEMENT

All that real property situated in the County of El Dorado, State of California, being a portion of Parcel 2 as shown on the Parcel map filed in the Recorder's office of said County in Book 49 of Parcel Maps, Page 146, described as follows:

A strip of land 10.00 feet wide the centerline of which is described as follows:

Beginning at a point within said Parcel 2 from which a point on the boundary thereof, also being the most northerly corner of Lot 154B as shown on the Plat of Serrano Village K1 & K2 - Unit 5A filed in said Recorder's office in Book J of Maps, Page 121, bears South 34°25'44" East 65.72 feet; thence, from said Point of Beginning the following 62 courses and distances: (1) South 52°57'14" West 83.21 feet, (2) Along a curve to the right having a radius of 50.00 feet and chord that bears South 72°40'47" West 33.75 feet, (3) Along a curve to the left having a radius of 50.00 feet and a chord that bears South 82°19'01" West 17.52 feet, (4) South 72°13'42" West 75.70 feet, (5) Along a curve to the left having a radius of 100.00 feet and a chord that bears South 64°32'55" West 26.73 feet, (6) South 56°52'07" West 82.35 feet, (7) Along a curve to the right having a radius of 25.00 feet and a chord that bears South 64°45'55" West 6.87 feet, (8) South 72°39'43" West 39.23 feet, (9) Along a curve to the right having a radius of 25.00 feet and a chord that bears South 82°07'34" West 8.22 feet, (10) North 88°24'35" West 73.86 feet, (11) Along a curve to the left having a radius of 25.00 feet and a chord that bears South 71°19'47" West 17.31 feet, (12) South 51°04'09" West 42.70 feet, (13) Along a curve to the left having a radius of 20.00 feet and a chord that bears South 15°11'29" West 23.44 feet, (14) South 20°41'11" East 153.66 feet, (15) Along a curve to the right having a radius of 50.00 feet and a chord that bears South 17°15'08" East 5.99 feet, (16) South 13°49'04" East 40.97 feet, (17) Along a curve to the right having a radius of 100.00 feet and a chord that bears South 10°08'58" East 12.80 feet, (18) South 06°28'52" East 38.34 feet, (19) Along a curve to the left having a radius of 50.00 feet and a chord that bears South 16°31'02" East 17.43 feet, (20) Along a curve to the right having a radius of 50.00 feet and chord that bears South 18°47'51" East 13.50 feet, (21) South 11°02'29" East 158.42 feet, (22) Along a curve to the right having a radius of 100.00 feet and a chord that bears South 07°05'35" East 13.77 feet, (23) South 03°08'40" East 62.65 feet, (24) Along a curve to the left having a radius of 25.00 feet and a chord that bears South 27°59'29" East 21.01 feet, (25) Along a curve to the right having a radius of 50.00 feet and a chord that bears South 26°13'42" East 44.79 feet, (26) South 00°22'55" West 34.21 feet, (27) Along a curve to the left having a radius of 100.00 feet and a chord that bears South 21°29'54" East 74.53 feet, (28) South 43°22'43" East 34.41 feet, (29) Along a curve to the left having a radius of 100.00 feet and a chord that bears South 68°34'32" East 85.15 feet, (30) North 86°13'38" East 91.61 feet, (31) Along a curve to the right having a radius of 50.00 feet and a chord that bears South 87°17'28" East 11.29 feet, (32) South 80°48'35" East 23.41 feet, (33) Along a curve to the right having a radius of 50.00 feet and a chord that bears South 73°31'44" East 12.67 feet, (34) South 66°14'52" East 29.63 feet, (35) Along a curve to the left having a radius of 50.00 feet and a chord that bears South 76°26'59" East 17.71 feet, (36) South 86°39'05" East 39.50 feet, (37) Along a curve to the right having a radius of 50.00 feet and a chord that bears South 79°14'24" East 12.90 feet, (38) South 71°49'43" East 30.63 feet, (39) Along a curve to the right having a radius of 50.00 feet and a chord that bears South 58°48'29" East 22.53 feet, (40) South 45°47'16" East 38.55 feet, (41) Along a curve to the left having a radius of 50.00 feet and a chord that bears South 53°00'10" East 12.56 feet, (42) South 60°13'04" East 100.42 feet, (43) Along a curve to the left having a radius

of 50.00 feet and a chord of South 65°18'05" East 8.86 feet, (44) South 70°23'06" East 58.35 feet, (45) Along a curve to the right having a radius of 50.00 feet and a chord that bears South 66°56'44" East 6.00 feet, (46) South 63°30'22" East 17.02 feet, (47) Along a curve to the left having a radius of 200.00 feet and a chord that bears South 84°51'15" East 145.61 feet, (48) North 73°47'52" East 66.35 feet, (49) Along a curve to the left having a radius of 100.00 feet and a chord that bears North 63°27'26" East 35.90 feet, (50) Along a curve to the right having a radius of 30.00 feet and a chord that bears North 70°12'43" East 17.64 feet, (51) North 87°18'26" East 19.04 feet, (52) Along a curve to the left having a radius of 50.00 feet and a chord that bears North 73°57'43" East 23.08 feet, (53) Along a curve to the right having a radius of 100.00 feet and a chord that bears North 70°54'27" East 35.73 feet, (54) North 81°11'54" East 15.31 feet, (54) Along a curve to the right having a radius of 100.00 feet and a chord that bears North 89°28'50" East 28.81 feet, (55) Along a curve to the left having a radius of 100.00 feet and a chord that bears North 86°10'08" East 40.19 feet, (56) North 74°34'30" East 49.26 feet, (57) Along a curve to the right having a radius of 30.00 feet and a chord that bears North 87°50'27" East 13.77 feet, (58) South 78°53'37" East 6.97 feet, (59) Along a curve to the right having a radius of 5.00 feet and a chord that bears South 45°33'40" East 5.49 feet, (60) South 12°13'43" East 14.65 feet, (61) Along a curve to the right having a radius of 100.00 feet and a chord that bears South 00°25'54" West 43.83 feet and (62) South 13°05'31" West 31.51 feet to the terminus of the centerline described herein from which a point on the boundary of said Parcel 2, also being the rear lot corner common to Lots 159 and 160 as shown on said Plat, bears North 46°48'53" West 140.77 feet.

The sidelines of said strip are to be lengthened or shortened to terminate at angle points. Should the slopes contiguous to the trail extend outside the 10-foot wide strip described herein the trail easement shall extend to the top of cut or toe of fill of said slopes within said Parcel 2.

See Exhibit "B" attached hereto and made a part hereof.

End of Description

CIONAL LAND SUBJECT

BRIAN THIONNET No. 6866

FOF CALIFORN

Brian Thionnet

R.E.Y. Engineers, Inc.

Date

P.L.S. 6866

Prepared by:

