

MANAGEMENT AGREEMENT CHILI BAR PARK

This Management Agreement ("Agreement") dated this day of Feb. 1st, 2023 replaces the Management Agreement dated June 29, 1994 and is made by and between El Dorado County, a political subdivision of the State of California, ("County") and the American River Conservancy, a non-profit California public benefit corporation, formerly known as the American River Land Trust ("ARC"). County and ARC are sometimes individually referred to herein as "Party" and collectively as "Parties".

RECITALS

- A. Since 2007, County has owned that certain real property, commonly known as Chili Bar, in El Dorado County, California as described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property").
- B. Prior to the County acquiring ownership of the Property, use of the Property by predecessor owners was under a Special Use Permit (S70-82) allowing uses that include a general store, deli and boat storage building, existing residence, restroom and laundry building, mobile home park, vehicle parking, operation of a commercial rafting company, and use of the facilities as a staging area and put-in site for commercial and noncommercial boating access to the South Fork of the American River, and a campsite.
- C. In 1994, the prior owner of the Property, Richard A. DeChant and Marianne DeChant ("DeChant"), granted to ARC an easement over that portion of the Property as legally described in Exhibit "B" and shown on Exhibit "C" in the Deed of Conservation Easement, recorded on July 1, 1994 as Instrument No. 1994-0040346 in Book 4302, Page 181 in the Official Records of the County of El Dorado, attached hereto and incorporated herein as **Exhibit B** ("Easement Property") for the purpose of preserving the public recreational value of the Easement Property ("Conservation Easement"). The Easement Property excludes the parking area located on the upper portion of the Property. The Conservation Easement is exclusive as to the lower portion of the Property, designated as Parcel 1, and nonexclusive as to Parcel 2 as each parcel is described and shown respectively on Exhibits "B" and "C" of the Deed of Conservation Easement.
- D. Concurrent with the Conservation Easement, ARC and DeChant also entered into a Management Agreement to establish guidelines for management of the Easement Property.
- E. Pursuant to Section 4(b) of the Deed of Conservation Easement, ARC has the right to manage recreational use, to provide for the public safety, and provide natural and cultural history interpretive services on Parcel 1 of the Easement Property. ARC has developed Parcel 1 of the Easement Property as a public access river park ("Park")

has developed Parcel 1 of the Easement Property as a public access river park ("Park") pursuant to plans produced by ARC and approved by DeChant as provided in the Deed of Conservation Easement.

F. The County and ARC desire to update and enter into a new Agreement for management of the Easement Property. ARC and the County intends to enter into a separate agreement for the parking area located on the upper portion of the Property that is not part of the Easement Property.

NOW, THEREFORE, County and ARC agree as follows:

1. **Term.** This Agreement shall continue until the termination, extinguishment or abandonment of the Conservation Easement, provided County shall have the right to terminate this Agreement at any time upon one hundred eighty (180) days written notice to ARC.
2. **Management of Park Operations**
 - 2.1 **Fees.** ARC shall be responsible for the collection of Park entrance or day-use fees and parking fees within the Park boundaries, the safe banking, and the accurate accounting of those fees. The fees will be reflective of charges levied at similar or like facilities.
 - 2.2 **Security Gate.** ARC shall be responsible for maintaining a secure gate at the entrance of the Park that will control vehicular access to the Park. The Park shall be accessible to the public year-round during daytime hours. The security gate shall be locked each day at closing by ARC.
 - 2.3 **Maintenance.** ARC shall be responsible for the maintenance and repair of facilities within the Park boundaries, including but not limited to the Park, roads, parking areas, river access, boat staging areas, picnic facilities, landscaping, and interpretive kiosks.
 - 2.4 **Water and Electric Service.** ARC installed and is the owner of the water tank and pump located on County Property adjacent to the existing house structure. County shall be responsible to supply to the northerly boundary of Parcel 1 a consistent supply of potable water for use in drinking fountains and irrigation. County shall also be responsible for providing to the northerly boundary of Parcel 1 a source of consistent electrical power at a location determined in the Park plans to be routed at ARC's expenses through underground conduits to electrical convenience outlets at appropriate locations within the boat staging area for inflation of inflatable boats.
 - 2.5 **Access Road on Parcel 2.** County shall maintain and repair the access road to the Park presently in operation on Parcel 2. ARC may provide

input but County has sole and final discretion to determine the nature and scope of the maintenance and repair work for the access road.

- 2.6 Storage. ARC has an existing storage shed located on the Property which ARC may continue to use as a storage area for ARC's tools and equipment to maintain the Park. ARC, at its sole cost and expense, shall be responsible for maintaining the storage shed. County may require ARC to relocate the storage shed to a different location on County Property that is mutually acceptable to the Parties, at ARC's expense, or provide another location for equipment storage. County will provide written notice of the proposed new location at least thirty (30) days prior to the date that ARC is required to relocate the storage shed or move the equipment storage to another location.
- 2.7 Annual Review. Representatives of the County and ARC will meet at least annually prior to the anniversary date of this Agreement to review and discuss any issues or concerns associated with the Easement Property, including the County's estimated budget expenditures and costs for the repair and maintenance of the access road on Parcel 2.
3. **Use of Park Income**. Funds derived as Park income shall be collected by ARC and used to pay for the operation and maintenance expenses of the Park, including reimbursement to the County for any expenses incurred by the County in repairing and/or maintaining the access road to the Park presently in operation on Parcel 2.
4. **Insurance**
 - 4.1 ARC shall provide proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to County's Risk Management Division and documentation evidencing that ARC maintains insurance that meets the following requirements:
 - a. Full Workers' Compensation and Employers' Liability Insurance covering all employees of ARC as required by law in the State of California.
 - b. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
 - c. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by ARC in performance of the Agreement.

- d. Property insurance on real property covered by this Agreement under a standard "All Risk" policy. The policy shall insure for not less than ninety percent (90%) of the replacement value of the Easement Property.
- 4.2 ARC will maintain the insurance required herein in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, ARC agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year.
- 4.3. The certificate of insurance must include the following provisions stating that:
 - a. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - b. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- 4.4. ARC's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of ARC's insurance and shall not contribute with it.
- 4.5. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or ARC shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 5. **Indemnity.** To the fullest extent permitted by law, ARC shall defend, indemnify, and hold the County harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from ARC's use of the Easement Property or the performance of ARC's obligations under this Agreement, including but not limited to the negligent or intentional acts or omissions of ARC its officers, agents, employees or volunteers, with the exception of, and in proportion to, matters that are based upon the negligent or intentional acts or omissions of the County, its officers, agents, employees or volunteers. The County shall defend, indemnify and hold ARC harmless from and

against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, in proportion to the negligent or intentional acts or omissions of the County, its officers, agents, employees or volunteers.

6. **Assignment.** This Agreement is transferable by ARC only in connection with a transfer of the Conservation Easement and only in the event County does not exercise its right of first refusal set forth in the Conservation Easement. ARC may only assign its rights and obligation under this Agreement to an organization that is authorized to acquire and hold conservation easements under California Civil Code Section 815 et. seq. (or any successor provision then applicable). As a condition to such transfer, ARC shall require that the conservation and public use purposes that the Conservation Easement is intended to advance continue to be carried out.
7. **Subsequent Property Transfers.** County agrees that the terms of the Conservation Easement and this Agreement shall be made a part of any transfer of all or a portion of the Property. County further agrees to give written notice to ARC of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of the County to perform any act required by this paragraph shall not impair the validity of this Agreement or limit its enforceability in any way.
8. **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by law to be served on or given to either Party hereto by the other Party shall be in writing and shall be deemed duly served and given when personally delivered to the Party or any managing employee of such Party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

County: County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667

Attn.: Don Ashton
Chief Administrative Officer

ARC: American River Conservancy
PO Box 562
Coloma, CA 95613

Attn.: Elena DeLacy
Executive Director

Either Party may change its address for purposes of this paragraph by giving written notice of the change to the other Party in the manner provided in this paragraph.

9. **Severability.** If any provision of this Agreement is adjudicated to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect unless such invalid provision materially affects the rights of ARC or County hereunder.

10. **Waiver.** The waiver by any Party of any term, covenant, agreement or condition herein contained shall be effective only if in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may develop between the parties in the administration of this Agreement be construed to waive or to lessen the right of any Party to insist upon the performance by the other Party in strict accordance with all of the terms, covenants, agreements and conditions of this Agreement.

11. **Entire Agreement.** This Agreement and the Conservation Easement set forth the entire agreement of the parties with respect to the Easement Property and its management and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Park planning, construction and operational management all of which are merged herein. This Agreement recognizes the existence of the Conservation Easement that specifically identifies conservation and public use policies.

12. **Amendments.** This Agreement may not be modified or amended except pursuant to a written instrument duly executed by the Parties hereto.

13. **Successors.** The covenants, terms, conditions and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

14. **Governing Law.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. Any dispute resolution action arising out of this Lease agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

15. **County Contract Administrator.** The County officer or employee with the responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or successor.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and on the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas Dated: 2/21/23
Wendy Thomas, Chair
Board of Supervisors

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufelberg Dated: 2/21/23
Deputy Clerk

-- AMERICAN RIVER CONSERVANCY --

By: Elena DeLacy Dated: Feb. 1, 2023
Elena DeLacy, Executive Director

EXHIBIT A
PROPERTY

All that certain property situated in the County of El Dorado, State of California, as described in the Grant Deed recorded on November 15, 2007 as Document No. 2007-0070875-00 in the Official Records of the County of El Dorado.

APN 089-180-37-100, 089-180-36-100, and 089-180-35-100

EXHIBIT B

040346

OFFICIAL RECORDS
EL DORADO COUNTY CALIF
RECORD REQUESTED BY:
Placer Title Company

94 JUL -1 PM 1:08

LCNITA "JEAN" BELL
COUNTY RECORDER-CLERK

RECORDING REQUESTED BY:

Placer Title Co.

AND WHEN RECORDED MAIL TO:

American River Land Trust
P.O. Box 562
Coloma, CA 95613

4900

(15)

Documentary Transfer Tax: 396.00

PCOS
FILED

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") dated this 29th day of June, 1994 is made by and between Richard A. DeChant and Marianne DeChant, private parties hereinafter collectively ("Grantor") in favor of the American River Land Trust, a nonprofit California public benefit corporation ("Grantee").

RECITALS

A. Grantor is the owner in fee simple absolute of that certain real property in El Dorado County, California legally described on Exhibit "A" attached hereto and incorporated herein ("Property").

B. That portion of the Property legally described on Exhibit "B" and shown on Exhibit "C" respectively attached hereto and incorporated herein ("Easement Property") has public recreational value as an access point to the South Fork American River and as a river access and recreational park.

C. Grantor is willing to grant an easement ("Conservation Easement") to Grantee to and over the Easement Property, thereby restricting and limiting the use of the Easement Property.

D. Grantor and Grantee recognize the scenic, natural and recreational value of the Easement Property and have the common desire to preserve public access to the river and enhance its park-like character and prevent its use for development, or for any propose or in any manner which would conflict with the maintenance of the Easement Property as a river access park.

E. The recreational, natural and historic values of the Easement Property (collectively, the "recreational values") are of great importance and are worthy of protection, preservation and enhancement.

F. Grantor further intends, as owner of the Easement Property, to convey to Grantee the rights to access, enhance and manage the recreational values of the Easement Property in perpetuity.

G. Grantee is a nonprofit conservation organization qualified and authorized to acquire interest in real property and is authorized under California Civil Code Section 815 et seq. to hold this Conservation Easement.

H. Grantee agrees by accepting this Conservation Easement to honor the intentions of Grantor stated herein and within the management agreement, executed concurrently herewith by Richard A. DeChant and Grantee (the "Management Agreement") and to preserve and protect recreational values of the Easement Property.

NOW, THEREFORE, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. For valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor, subject to the terms, conditions, reservations and exceptions set forth herein and pursuant to the laws of the State of California and in particular California Civil Code Section 815 et seq., hereby voluntarily grants and conveys to Grantee a Conservation Easement over, along and across the Easement Property of the nature and character and to the extent hereinafter set forth. The Conservation Easement shall be exclusive as to Parcel 1 and non-exclusive as to Parcel 2 as respectively described and shown on exhibit B and C attached hereto.

2. Purpose. It is the purpose of this Conservation Easement to assure that Parcel 1 of the Easement Property will be retained as a public river access park ("Park") with its recreational values protected and to prevent any use of Parcel 1 of the Easement Property that will significantly impair or interfere with the recreational values. Grantor intends that the Conservation Easement will confine the use of the Easement Property to such activities, including, without limitation, those involving boating and fishing access to the river, picnicking and historical and environmental educational opportunities, as are consistent with the purpose of the Conservation Easement. Parcel 2 shall be used by Grantee for the purpose of providing pedestrian and vehicular access to Parcel 1.

3. Exception and Reservation. Grantor, for himself and successors and assigns hereby reserves and excepts from the grant of Conservation Easement the right to use the Easement Property as needed by Grantor and assigns for his or his successors and assigns commercial and recreation purposes including the right to "put in" water craft into the river. However, in exercising such reserved and excepted rights, Grantor, his successors and assigns, shall not contract with commercial outfitters who would otherwise pay Grantee for the right to "put in" water craft into the river. Grantor and his successors and assigns shall not be required to pay any fees in connection with their use of the Easement Property.

4. Rights of Grantee. Except as provided in this Paragraph 4 or elsewhere in this Conservation Easement, Grantee shall have no right to use the Easement Property for any other purpose. Grantee shall have the following rights under the conservation Easement granted herein.

a. A pedestrian and vehicular easement over, along and across Parcels 1 and Parcels 2 for the sole purpose of allowing Grantee, the California Department of Fish and Game (DFG) and other park design and construction contractors to access the Easement Property, to assess hydrologic and other conditions necessary in designing a Park enhancement plan (the "Plan") and, upon the Grantor's approval of the Plan, which shall not be unreasonably held, a pedestrian and vehicular easement over such Parcels necessary to execute the plan through the importation of rock, gravel, soils and paving materials necessary to complete the park improvements on Parcel 1 that include but are not limited to a (i) one-way loop road, (ii) short term parking areas, (iii) boat staging areas with water and electric service, (iv) a kiosk featuring boating safety, natural and cultural history, (v) picnic areas, (vi) drinking fountains, and (vii) natural landscaped areas. Such construction and enhancement activities shall not occur at such a time as to interfere with the ongoing use of the Easement Property by Grantor or the public during high season recreational use. Grantee may only allow public use of the Conservation Easement between sunrise and sunset. Subject to the Management Agreement, Grantee may charge a nominal use fee that is representative of fees charged at similar facilities.

b. The right to manage recreational use, to provide for the public safety and provide natural and cultural history interpretive services.

c. The right to prevent any activity on or use Parcel 2 that is inconsistent with the purpose of this Conservation Easement and to require and perform the restoration of such areas or features of the Easement Property that may be damaged by authorized or unauthorized park activity and use.

5. Prohibited Uses. Any activity on or use of the Property inconsistent with the propose of this Easement is prohibited. Without limiting the generality of the foregoing, and except as expressly permitted under this section below, the following covenants, conditions and restrictions of the Conservation Easement are as follows:

a. Grantee shall not subdivide the Easement Property.

b. Grantee shall not build any permanent or temporary building except a Kiosk providing public safety, natural and cultural history interpretive information shall be erected on the Easement Property.

c. Grantee shall not deposit soil, trash, ashes, garbage, waste or any other material on the Easement Property except in specific containers provided for that purpose. There shall be no biocides used on the Easement Property with the exception of a 2% solution of Round-Up used with the explicit permission of both Grantor and DFG.

d. Grantee shall not excavate, dredge or remove loam, gravel, soil, rock, sand or other material nor building any roads or otherwise change the general topography, support or elevation of the Easement Property excepting for that provided by the Plan jointly approved by both Grantor and Grantee.

e. No advertising of any kind or nature shall be located on the Easement Property by Grantee.

f. Grantee shall not conduct any activities, action or uses detrimental to water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

g. Only non-invasive landscape plants consistent with the natural and predominant vegetation within the immediate South Fork American River Canyons will be allowed by Grantee for introduction into the Park landscape.

h. Grantee shall not graze livestock on the Property.

i. No recreational vehicular activity will be allowed by Grantee except for access. There shall be no motorized use within the Park that causes excessive noise, or exhaust or other nuisance to the quiet enjoyment of Park users. There shall be no river access to motorized water craft.

j. No roads shall be constructed by Grantee on Parcel 1 except for the explicit access of Park users. A lockable gate at the entrance of Parcel 1 as shown on Exhibit "A" shall be designed and installed by Grantor allowing Grantee to secure the Park from vehicular access other than during daylight hours.

k. Grantee shall not conduct or allow any commercial business on the Easement Property which directly or indirectly conflicts with any commercial business conducted now or in the future by Grantor on the surrounding or adjacent land owned or leased by Grantor.

6. Costs and Liabilities. Grantee shall be responsible and shall bear all costs and liabilities of any kind related to the operation, use, maintenance and repair of the Easement Property.

7. 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 Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized, after a tax delinquency date but in no event obligated, to make any payment of taxes upon seven (7) 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 (a) two (2) percentage points over the prime rate of interest charged by Wells Fargo Bank, San Francisco, CA. at the time said taxes were levied or assessed; or (b) the maximum rate allowed by law.

8. Liens. Grantee shall pay when due all claims for labor, materials, furnished or alleged to have been furnished to or for Grantee at or for use on the Easement Property, which claims are or may be secured by any mechanic's or materialmen's lien against the Easement Property or Property or any interest therein. Grantee shall give Grantor not less than ten (10) days' notice prior to the commencement of any work on the Easement Property and Grantor shall have the right to post notices of nonresponsibility on the Easement Property as provided by law. Any lien not removed either through payment or through an appropriate bond filed as provided by law within fifteen (15) days from the recording of such lien may be paid by Grantor. In the event Grantor pays such lien, Grantee shall reimburse Grantor within five (5) days from the receipt of the request for payment from Grantor. Such amounts shall bear interest until paid by Grantee to Grantor at the lesser of (a) two (2) percentage points

over the prime rate of interest charged by Wells Fargo Bank, San Francisco, CA. at the time said taxes were levied or assessed; or (b) the maximum rate allowed by law.

9. Insurance. Grantee shall, at its expense, obtain and keep in full force a policy of combined single limit bodily injury and property damage insurance insuring Grantee and Grantor against any liability arising out of the Grantee's activities on the Property or Grantee's exercise of its rights hereunder. Such insurance shall be in an amount of not less than \$1,000,000 per occurrence. The policy shall insure the performance of the indemnity provisions of Section 10 below. Grantee shall provide Grantor with a certificate of insurance evidencing such insurance or a copy of the insurance policy. Grantor shall have the right to annually review the amounts of such insurance and cause Grantee to increase such amounts if Grantor reasonably believes such increase is commercially prudent. The policy of insurance shall not be cancelled until a thirty (30) day written notice of cancellation has been served upon Grantor. At least fifteen (15) days prior to the expiration of such policy, evidence of insurance showing that such policy has been renewed or extended shall be served upon Grantor.

10. Indemnity. Grantee shall hold harmless, indemnify and fully defend Grantor, its employees, agents, contractors and its successor and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, suits or judgments, including without limitation, reasonable attorneys' fees ("Damages") arising from or in any way connected with Grantee's activities on the Property and adjacent property or in the exercise of its rights hereunder, including but not limited to, Damages that result from the presence of Grantee's employees, agents, invitees, contractors, subcontractors, and consultants on the Easement Property.

11. Assignment. Subject to paragraph 12 below, this Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is authorized to acquire and hold conservation easements under California Civil Code Section 815 et seq. (or any successor provision then applicable). As a condition to such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

12. Right of First Refusal. If Grantee determines to transfer the Conservation Easement, Grantee shall notify Grantor of the terms in which Grantor proposed to transfer the Conservation Easement. If Grantor, within fifteen (15) days after receipt of Grantee's notice, indicates in writing its agreement to purchase the Conservation Easement for \$360,000, 400,000 Grantee shall reconvey, transfer and sell the Conservation

Easement to Grantor for such amount. The proceeds from such purchase by Grantor shall be paid to the California Transportation Commission; Environmental Enhancement and Mitigation Program. In such event, the Conservation Easement shall be deemed extinguished and merged into the fee simple absolute title of Grantor upon payment of the consideration described above. Grantor shall, concurrently with payment of the consideration, execute the necessary documents to extinguish the Conservation Easement which shall be deemed extinguished on the date the payment is made. If Grantor does not indicate its agreement to purchase the Conservation Easement within fifteen (15) days, Grantee thereafter shall have the right to transfer the Conservation Easement to a third party on the same terms stated in the notice. If Grantee does not transfer the Conservation Easement within ninety (90) days of such notice to Grantor any further transaction shall be deemed a new determination by Grantee to transfer the Conservation Easement and the provisions of this paragraph shall be applicable.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

14. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

To Grantor: Richard De Chant
c/o Hyside
P.O. Box Z
Kernville, California 93238
Telecopier: (619) 376-6014

To Grantee: The American River Land Trust
P.O. Box 562
Coloma, California 95613
Attention: Alan V. Ehr Gott
Telecopier: (916) 621-1224

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) days after deposit, postage prepaid in the U.S. Mail, (b) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, or (c) sent by facsimile

transmission to the party and its counsel, receipt of which has been confirmed by telephone, in which case notice shall be deemed delivered when sent provided that a copy of such notice is deposited in the regular mail on the same day. The above addresses and telephone numbers may be changed by written notice to the other party; provided, however, that no notice of such change shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

15. Recordation. This Easement shall be effective and binding as against the parties upon recordation in the Official Records of El Dorado County, California. Grantee may re-record this Conservation Easement at any time as may be required to preserve its rights in this Conservation Easement. Grantor shall not seek to have this Conservation Easement subordinated to any deed of trust, mortgage or other recorded document.

16. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

17. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally constructed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of California Civil Code Section 815 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

18. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation 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 unless such invalid provision materially affects Grantor's rights hereunder.

19. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement Property and this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein except for a Management Agreement that specifically directs the collection of fees, the conditions of management provided by Richard A. DeChant and Grantee and the reimbursement of those management services. If circumstances arise under which an amendment to or modification of this Conservation Easement would

be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement, provided such amendment shall be in writing, and provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including California Civil Code Section 815 et seq. and any amendment shall be consistent with the purpose of this Conservation Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of El Dorado County, California.


20. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property.

21. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or the Property, except that liability for acts or omissions occurring prior to the transfer shall survive transfer.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument.

EXECUTED ON this 29th day of June, 1994.

Grantor:


Richard A. DeChant


Marianne DeChant

*by Richard A. DeChant
for atty. in fact.*

Grantee:

American River Land Trust, a nonprofit
California public benefit corporation

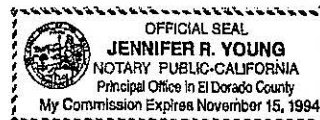
By: Alan V. Ehrigatt
Its: Executive Director

STATE OF CALIFORNIA }
COUNTY OF El Dorado } SS.

On 6-29-94, 1994, before me, Jennifer R. Young
~~undersigned~~, a Notary Public in and for said County and State,
personally appeared RICHARD A. DeCHANT, personally
known to me (or 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.

WITNESS MY HAND AND OFFICIAL SEAL

Jennifer R. Young
Notary Signature

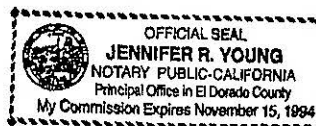


STATE OF CALIFORNIA }
COUNTY OF El Dorado } SS.

On 6-29-94, 1994, before me, Jennifer R. Young
~~undersigned~~, a Notary Public in and for said County and State,
personally appeared ALAN V. Ehrqott, personally
known to me (or 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.

WITNESS MY HAND AND OFFICIAL SEAL

Jennifer R. Young
Notary Signature



STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or 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.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Signature

EXHIBIT A

PARCEL MAP

Proposed Chili Bar Park
South Fork American River
El Dorado County, California

That Portion of Assessor's Parcel No. 089-180-03 (13.95 Acres)
Lying South and West of Whitewater Drive and Lying North
and East of the Centerline of the South Fork American River.

P.02

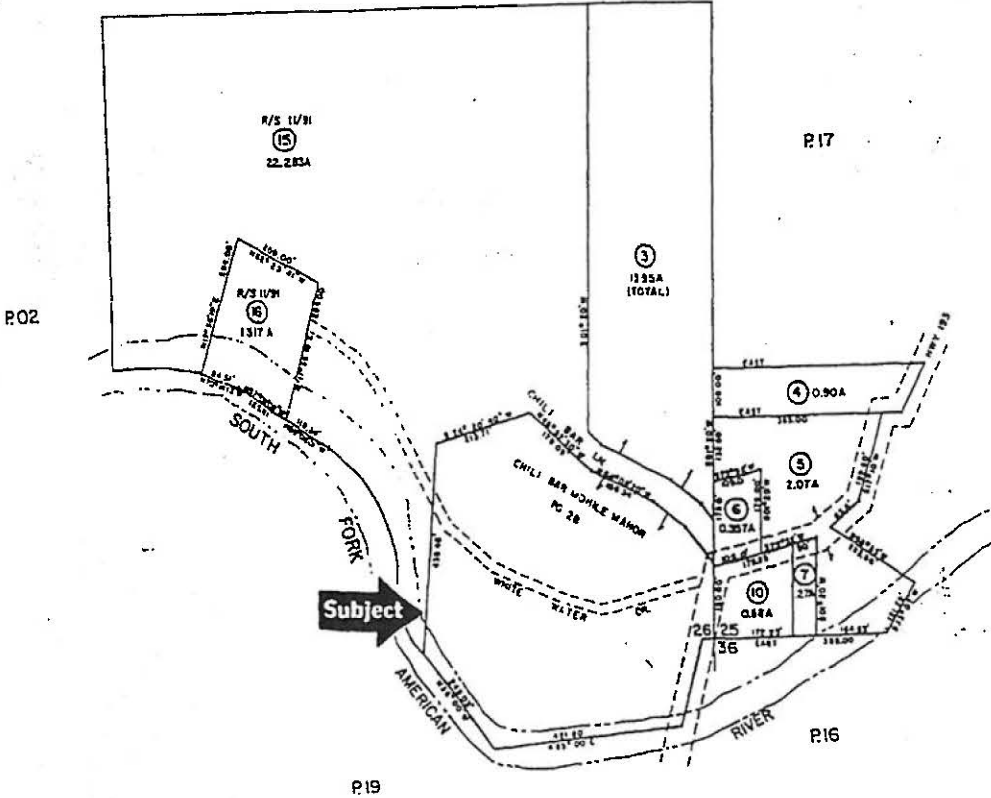


EXHIBIT B

Parcel 1:

All that portion of the Southeast 1/4 of the Southeast 1/4 of Section 26, and of the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 11 North, Range 10 East, M.D.M. in the County of El Dorado, State of California described as follows:

BEGINNING at a point on the Westerly line of that certain parcel of land conveyed to Richard A. DeChant and Marianne DeChant in Book 4098, Official Records of the County of El Dorado, State of California, at Page 231 and from which the Northwest corner of said parcel, marked by a 3/4 inch capped iron pipe stamped "LS 2893-1966" bears North 4° 32' East 123.30 feet; thence from said point of beginning, leaving said Westerly line and following the Southerly edge of an existing roadway for the following nine (9) courses:

1. South 28° 01' 17" East 38.95 feet
2. South 35° 28' 10" East 56.95 feet
3. South 51° 24' 12" East 49.01 feet
4. South 56° 11' 16" East 49.51 feet
5. South 62° 33' 40" East 49.51 feet
6. South 67° 55' 05" East 49.51 feet
7. South 67° 54' 12" East 40.17 feet
8. South 72° 00' 33" East 50.37 feet
9. South 74° 31' 27" East 34.45 feet;

thence South 7° 34' 56" East 20.00 feet; thence North 82° 25' 04" East 74.16 feet; thence North 68° 58' 50" East 66.24 feet; thence South 10° 19' 31" West 14.63 feet; thence South 71° 36' 47" West 121.33 feet; thence South 26° 13' 37" West 14.45 feet; thence South 1° 21' 54" East 9.61 feet; thence South 38° 18' 00" East 29.77 feet; thence South 80° 50' 44" East 26.06 feet; thence North 88° 39' 04" East 39.24 feet; thence North 84° 36' 48" East 91.22 feet; thence North 59° 27' 25" East 15.66 feet; thence North 30° 08' 33" East 32.40 feet; thence North 9° 06' 17" East 61.41 feet; thence North 43° 46' 49" East 33.82 feet; thence North 83° 00' 42" East 30.72 feet to a point on the East line of said parcel; thence along the Easterly line of said De Chant parcel South 1° 20' 00" West 100.94 feet to a point on the Northwesterly right-of-way line of State Route 193; thence along said right-of-way line, on the arc of a 950 foot radius curve to the left, through a central angle of 1° 17' 48", the chord of which bears South 25° 59' 53" West 21.50 feet; thence leaving said right-of-way, and continuing along the boundary of said De Chant parcel West 17.41 feet; thence South 15° 20' West 191.00 feet to the centerline of the South Fork of the American River; thence along said river centerline South 85° 02' 26" West 421.68 feet (recorded as South 85° West 421.80 feet) and North 36° West 248.03 feet to a large rock in said river centerline; thence leaving said river centerline North 4° 32' East 316.16 feet to

Exhibit B (continued)

the point of beginning, containing 3.88 acres according to a survey by Wayne C. Swart in May, 1994.

Parcel 2:

All that portion of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 11 North, Range 10 East, M.D.M. in the County of El Dorado, State of California described as follows:

Being a non-exclusive easement for pedestrian and vehicular access to Parcel 1 described herein, said easement being 20 feet wide, 10 feet on each side of the following described centerline:

BEGINNING at a point on the East line of that parcel of land conveyed to Richard A. DeChant and Marianne DeChant in Book 4098, Official Records of the County of El Dorado, State of California, at Page 231, and from which point the Southeast corner of said Section 26 bears South 1° 20' West 130.38 feet; thence from said point of beginning South 83° 00' 42" West 72.05 feet; thence South 73° 05' 28" West 74.02 feet; thence South 68° 58' 50" West 70.60 feet; thence South 82° 25' 04" West 72.98 feet to the terminus of the easement centerline described herein, a point on the Northerly line of Parcel 1 as described above.

EXHIBIT C

