

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

#2
El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2015-0006802-00
Acct 30-EL DORADO CO BOARD OF SUPERVISORS
Monday, FEB 23, 2015 13:45:53
Ttl Pd \$0.00 Rcpt # 0001661850
MMP/C1/1-10

Assessor's Parcel Number: 010-100-01

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

R & T Code - 11922

PUBLIC ROAD EASEMENT

THIS PUBLIC ROAD EASEMENT is entered into this 3 day of February, 2015 by and between RUBICON TRAIL PARTNERS, hereinafter referred to as "Grantor," and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter referred to as "Grantee."

WHEREAS, Grantor is the owner of that certain parcel of land situated in the County of El Dorado, State of California, commonly known as APN 010-100-01 (hereinafter referred to as "Grantor's Parcel");

WHEREAS, a portion of the Grantor's Parcel has been used continuously through the years by the public for the purpose of off-highway-vehicle access to Wentworth Springs Road, an historic county road that is commonly known as the Rubicon Trail; and

WHEREAS, it is in the best interest of the public to secure, in perpetuity, an easement over the Grantor's Parcel to assure continued public access to the Rubicon Trail.

NOW THEREFORE, Grantor does hereby grant to Grantee a non-exclusive easement in gross to install, improve, use, operate, inspect, repair, and maintain an off-highway-vehicle trail for use by the public along and across the existing and an additional strip of land, hereinafter defined as the right-of-way over and across the lands in the County of El Dorado, State of California, described as follows ("Easement"):

See Exhibits A and B attached hereto.

Definitions: (1) The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. (2) Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways. (3) "Off-highway-vehicle trail" means an unimproved corridor for passage of four-wheel drive and off-highway vehicles.

This grant is made subject to the following terms, provisions, and conditions:

1. The Easement herein granted is limited to the installation, improvement, use, operation, inspection, repair, and maintenance of an off-highway-vehicle trail for use by the public and shall continue in perpetuity for so long as it is used for such purposes, except as otherwise described herein. The rights granted by this Easement shall include those rights reasonably necessary for or incident to the aforementioned purposes, including the right to erect directional and/or informational signs, and to blaze trees or otherwise mark trails. However, neither Grantee nor any public user shall significantly overburden the Easement, use the Easement for other than its stated purposes, abuse the Easement, or damage or trespass on that portion of the Grantor's Parcel that is not subject to the Easement.
2. Notwithstanding any restrictions imposed upon the general public by Grantee for use of the easement, Grantor shall at all times have use of the easement for access to Grantor's properties, provided however that Grantors shall not build or erect any structure upon the Easement without the prior written consent of Grantee.
3.
 - a. The location of the off-highway-vehicle trail situated on the Easement shall conform with maps or descriptions and written stipulations approved by the Grantor, provided, however, that Grantor may locate and relocate said off-highway-vehicle trail over and upon its property as may be necessary to Grantor's use of its property, in which case the cost of such relocation shall be borne solely by Grantor.
 - b. Should circumstances dictate a mutually desirable revision or alteration of that portion the Off-Highway Vehicle Trail known as the Rubicon Trail that transits the Grantor's parcel the Grantor and the Grantee agree to meet and use their best efforts to define and delineate the necessary revisions or alterations and the provisions of this agreement shall apply to those mutually agreed revisions or alterations.
4. Any construction or reconstruction of the off-highway-vehicle trail situated on the Easement shall conform with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.
5. Consistent with off-highway-vehicle trail safety standards, the Grantee shall:
 - a. Provide enforcement of Paragraph 1 above.
 - b. Provide for the prevention and control of soil erosion within the Easement and vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides.

6. The Grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the Easement, unless shown on approved plans, without first obtaining approval of the Grantor.
7. The Grantee shall maintain the Easement clearing by means of chemicals only after the Grantor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the Easement to be chemically treated.
8. The Grantor may terminate this easement, or any segment thereof, with the consent of the Grantee or after a five (5) year period of nonuse by Grantee or the public or as provided in Paragraph 9 below.
9. In the event of a violation of this Agreement, the non-breaching party shall promptly notify the breaching party in writing of such violation and demand corrective action sufficient to cure the violation. Should the breaching party fail to take steps to begin curing the violation within thirty (30) days of receipt, subject to weather and trail conditions, of the non-breaching party's written notice or fails to continue to diligently take steps to cure the 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 Agreement, to enjoin the violation by temporary or permanent injunction, to terminate this Agreement, and/or to recover any damages to which it may be entitled for violation of the terms of this Agreement.
10. To the extent allowed by law, this grant of easement does not affect any of the rights of the public that may have been acquired prior to execution of this grant of easement.
11. Grantee shall defend, indemnify, and hold harmless Grantor from any and all claims, suits, losses, or damages attributable to bodily injury, death, or injury to or destruction of personal property arising out of or resulting from the public's use of the Easement, unless such losses or damages were caused by the sole or gross negligence or willful or malicious conduct of the Grantor
12. All communications and notices required or permitted by this Easement shall be in writing and shall be deemed to have been given three (3) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address that either party notifies the other of in accordance with this provision:

Grantor:
Rubicon Trail Partners
Attention: Jeremy Faber
7135 Maiu Ct.

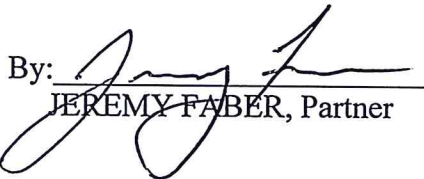
Placerville, CA 95667

Grantee:
County of El Dorado
Chief Administrative Office
Attention: Parks Manager
330 Fair Lane
Placerville, CA 95667

12. This Agreement constitutes the entire agreement between the parties relating to the subject Easement.
13. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

RUBICON TRAIL PARTNERS

By: 
JEREMY FABER, Partner

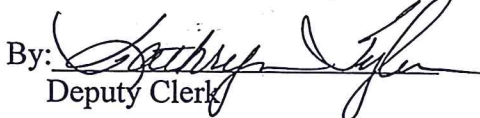
Dated: 1-15-15

COUNTY OF EL DORADO

By: 
BRIAN K. VEERKAMP, Chairman
Board of Supervisors

Dated: 2-3-15

Attest:
JAMES S. MITRISIN,
Clerk of the Board of Supervisors

By: 
Deputy Clerk

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)

)ss.

County of El Dorado)

On 2/20/15 before me, Mitchell Thomas Applegarth, Notary Public, personally appeared Jeremy Faber, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(ies), and that by (his)/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Mitchell Thomas Applegarth (Seal)



Exhibit 'A'
The Rubicon Trail
(A Portion)

All that certain real property situate in Section 35 Township 14 North, Range 15 East, M.D.M. , El Dorado County, State of California, being a portion of that particular parcel of land described in Book 3649 at page 163 official records said county and state, consisting of the following three (3) strips of land being more particularly described as follows:

Strip 1

A strip of land fifty (50) feet in width, lying twenty-five (25) feet on each side of, parallel with and adjacent to the following described line:

Beginning on the West line of said Section 35 from which the Northwest corner thereof bears North 02° 00' 49" West 1318.09 feet; thence from said **POINT OF BEGINNING** South 71° 11' 27" East 59.14 feet; thence South 86° 08' 50" East 187.90 feet; thence North 22° 05' 29" East 163.51 feet; thence South 51° 31' 02" East 105.18 feet; thence South 69° 25' 10" East 72.86 feet; thence South 30° 24' 57" East 149.53 feet; thence South 42° 23' 21" East 84.90 feet; thence South 25° 35' 27" East 239.79 feet; thence South 10° 27' 32" West 132.35 feet; thence South 25° 08' 53" East 117.53 feet; thence South 11° 18' 14" East 58.86 feet; thence South 50° 48' 43" East 113.97 feet; thence South 63° 40' 00" East 72.30 feet; thence South 52° 24' 07" East 136.55 feet; thence South 57° 06' 15" East 104.78 feet; thence South 66° 30' 37" East 125.94 feet; thence South 06° 50' 54" East 132.84 feet; thence South 32° 45' 30" West 76.07 feet; thence South 24° 36' 41" East 151.50 feet; thence South 24° 06' 04" East 112.17 feet; thence South 19° 54' 13" East 86.61 feet; thence South 65° 19' 19" East 74.28 feet; thence South 18° 44' 58" East 169.22 feet; thence South 43° 01' 12" East 275.88 feet; thence South 38° 43' 42" East 283.04 feet to a point hereinafter referred to as **Point 'A'**; thence South 62° 09' 58" East 93.91 feet; thence South 33° 59' 51" East 173.77 feet; thence South 68° 01' 13" East 87.87 feet; thence South 32° 26' 52" East 158.16 feet; thence South 61° 15' 03" East 249.96 feet; thence South 42° 25' 20" East 97.58 feet; thence South 13° 24' 20" West 67.61 feet; thence South 34° 18' 28" East 83.42 feet; thence South 16° 14' 24" East 173.13 feet; thence South 29° 29' 23" East 181.18 feet; thence South 05° 09' 04" East 132.77 feet; thence South 55° 28' 20" East 80.32 feet; thence South 03° 37' 22" West 85.80 feet; thence South 35° 45' 33" East 78.65 feet; thence South 88° 09' 16" East 83.74 feet; thence South 36° 47' 05" East 116.03 feet; thence South 64° 07' 58" East 88.77 feet; thence South 00° 10' 57" East 69.75 feet; thence South 35° 24' 11" East 74.25 feet; thence North 84° 15' 48" East 118.41 feet; thence South 44° 07' 29" East 96.70 feet; thence South 00° 10' 04"

West 151.71 feet; thence South 47° 52' 13" East 75.20 feet to the south line of said Section 35.

Together with Strip 2:

A strip of land fifty (50) feet in width, lying twenty-five (25) feet on each side of, parallel with and adjacent to the following described line:

Beginning at a point on the West line of said Section 35 from which the Northwest corner thereof bears North 02° 00' 49" West 961.80 feet; thence from said **POINT OF BEGINNING** South 87° 51' 31" East 122.08 feet; thence South 01° 15' 46" East 197.91 feet; thence South 25° 19' 00" East 100.04 feet; thence South 15° 11' 08" East 94.60 feet to the afore described line in **Strip 1**.

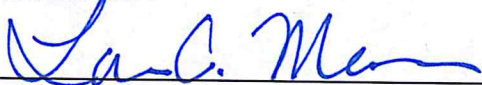
Together with Strip 3:

A strip of land fifty (50) feet in width, lying twenty-five (25) feet on each side of, parallel with and adjacent to the following described line:

Beginning at the aforementioned **Point 'A'**; thence South 15° 02' 16" West 136.12 feet; thence South 26° 02' 05" East 114.46 feet; thence South 14° 23' 07" East 143.41 feet; thence South 00° 47' 42" West of 72.85 feet; thence South 45° 53' 24" East 72.79 feet; thence South 01° 05' 20" West 81.85 feet; thence South 35° 03' 04" East 92.35 feet; thence South 58° 44' 08" East 72.08 feet; thence South 01° 51' 39" East 174.49 feet; thence South 35° 19' 58" East 102.26 feet; thence South 02° 45' 19" East 180.96 feet; thence South 06° 33' 08" East 48.10 feet; thence South 50° 59' 12" East 117.20 feet; thence South 07° 42' 14" West 137.74 feet; thence South 00° 28' 30" West 148.80 feet; thence South 29° 34' 34" East 169.92 feet; thence South 83° 47' 54" East 63.48 feet; thence South 05° 38' 33" East 126.44 feet; thence South 40° 23' 41" East 85.08 feet to the south line of said Section 35. See Exhibit 'B' attached hereto and made a part hereof.

(End of Description)

The basis of bearings for this description is NAD83 grid north. All distances shown are grid distances. Divide distances by 0.999599 to obtain ground distances.



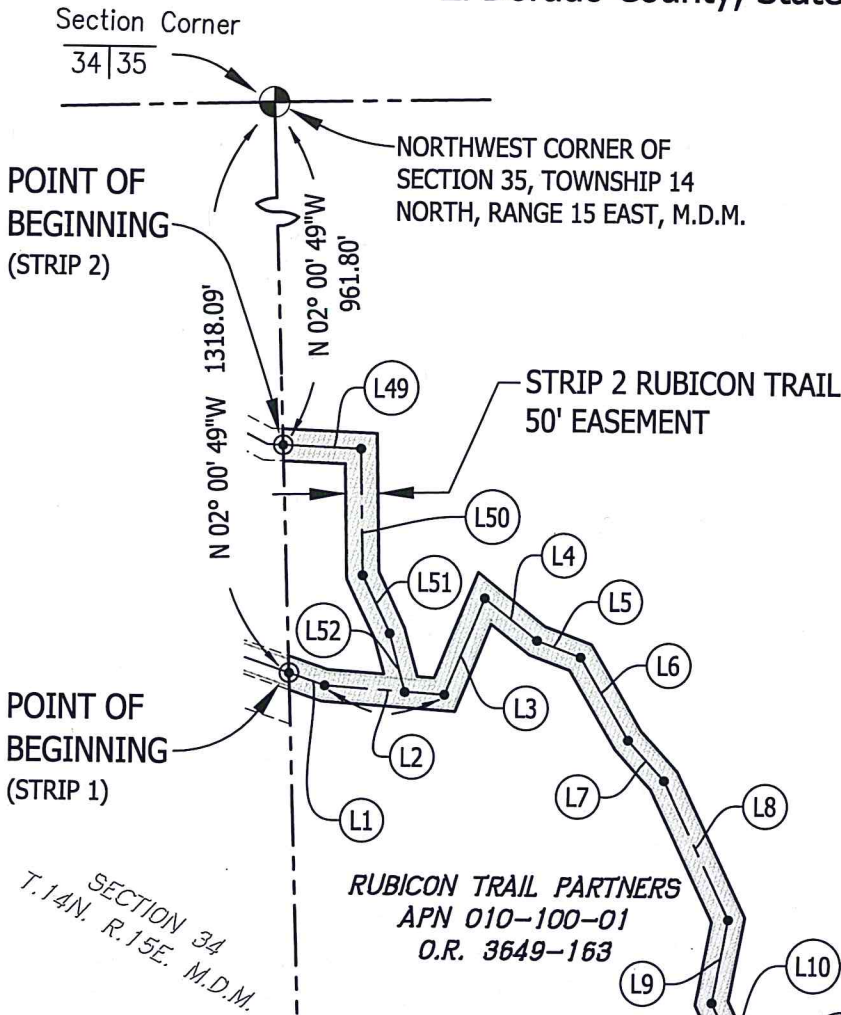
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
Transportation Division
El Dorado County

Dated: 01.03.2014



EXHIBIT 'B'

Situate in Section 35 Township 14 North, Range 15 East, M.D.M.,
El Dorado County, State of California



STRIP 1 EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L1	S 71° 11' 27" E	59.14'
L2	S 86° 08' 50" E	187.90'
L3	N 22° 05' 29" E	163.51'
L4	S 51° 31' 02" E	105.18'
L5	S 69° 25' 10" E	72.86'
L6	S 30° 24' 57" E	149.53'
L7	S 42° 23' 21" E	84.90'
L8	S 25° 35' 27" E	239.79'
L9	S 10° 27' 32" W	132.35'
L10	S 25° 08' 53" E	117.53'
L11	S 11° 18' 14" E	58.86'
L12	S 50° 48' 43" E	113.97'
L13	S 63° 40' 00" E	72.30'
L14	S 52° 24' 07" E	136.55'
L15	S 57° 06' 15" E	104.78'
L16	S 66° 30' 37" E	125.94'
L17	S 06° 50' 54" E	132.84'
L18	S 32° 45' 30" W	76.07'
L19	S 24° 36' 41" E	151.50'
L20	S 24° 06' 04" E	112.17'
L21	S 19° 54' 13" E	86.61'
L22	S 65° 19' 19" E	74.28'
L23	S 18° 44' 58" E	169.22'

STRIP 2 EASEMENT ALIGNMENT DATA		
LINE #	BEARING	LENGTH
L49	S 87° 51' 31" E	122.08'
L50	S 01° 15' 46" E	197.91'
L51	S 25° 19' 00" E	100.04'
L52	S 15° 11' 08" E	94.60'



STRIP 1
RUBICON TRAIL
50' EASEMENT



SEE SHT 2 OF 2

EXHIBIT 'B'

Situate in Section 35 Township 14 North, Range 15 East, M.D.M.,
El Dorado County, State of California



Grid North
Scale 1"=300'

SEE SHT 1 OF 2

TRAIL POINT 'A'
(POINT OF
BEGINNING STRIP 3)

RUBICON TRAIL PARTNERS
APN 010-100-01
O.R. 3649-163

STRIP 3
RUBICON TRAIL
50' EASEMENT

STRIP 1
RUBICON TRAIL
50' EASEMENT

STRIP 1
EASEMENT ALIGNMENT DATA

LINE #	BEARING	LENGTH
L23	S 18° 44' 58" E	169.22'
L24	S 43° 01' 12" E	275.88'
L25	S 38° 43' 42" E	283.04'
L26	S 62° 09' 58" E	93.91'
L27	S 33° 59' 51" E	173.77'
L28	S 68° 01' 13" E	87.87'
L29	S 32° 26' 52" E	158.16'
L30	S 61° 15' 03" E	249.96'
L31	S 42° 25' 20" E	97.58'
L32	S 13° 24' 20" W	67.61'
L33	S 34° 18' 28" E	83.42'
L34	S 16° 14' 24" E	173.13'
L35	S 29° 29' 23" E	181.18'
L36	S 05° 09' 04" E	132.77'
L37	S 55° 28' 20" E	80.32'
L38	S 03° 37' 22" W	85.80'
L39	S 35° 45' 33" E	78.65'
L40	S 88° 09' 16" E	83.74'
L41	S 36° 47' 05" E	116.03'
L42	S 64° 07' 58" E	88.77'
L43	S 00° 10' 57" E	69.75'
L44	S 35° 24' 11" E	74.25'
L45	N 84° 15' 48" E	118.41'
L46	S 44° 07' 29" E	96.70'
L47	S 00° 10' 04" W	151.71'
L48	S 47° 52' 13" E	75.20'

STRIP 3
EASEMENT ALIGNMENT DATA

LINE #	BEARING	LENGTH
L53	S 15° 02' 16" W	136.12'
L54	S 26° 02' 05" E	114.46'
L55	S 14° 23' 07" E	143.41'
L56	S 00° 47' 42" W	72.85'
L57	S 45° 53' 24" E	72.79'
L58	S 01° 05' 20" W	81.85'
L59	S 35° 03' 04" E	92.35'
L60	S 58° 44' 08" E	72.08'
L61	S 01° 51' 39" E	174.49'
L62	S 35° 19' 58" E	102.26'
L63	S 02° 45' 19" E	180.96'
L64	S 06° 33' 08" E	48.10'
L65	S 50° 59' 12" E	117.20'
L66	S 07° 42' 14" W	137.74'
L67	S 00° 28' 30" W	148.80'
L68	S 29° 34' 34" E	169.92'
L69	S 83° 47' 54" E	63.48'
L70	S 05° 38' 33" E	126.44'
L71	S 40° 23' 41" E	85.08'

SECTION 35
T.14N. R.15E. M.D.M.

SECTION 2
T.13N. R.15E. M.D.M.

WHEN RECORDED, RETURN TO:

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

APN: 010-100-01

CERTIFICATE OF ACCEPTANCE

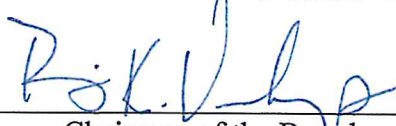
This is to certify that the interest in real property conveyed by the Public Road Easement dated Feb. 3, 2015, 2015 from RUBICON TRAIL PARTNERS, to the COUNTY OF EL DORADO, a political subdivision of the State of California, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to recordation thereof by its duly authorized officer.

The acceptance of this easement does not supplant, replace, diminish, alter, abandon or vacate any preexisting rights-of-way that have been established under Revised Statutes section 2477 or in any other manner.

Dated this 3 day of February, 2015

COUNTY OF EL DORADO

By: _____



Chairman of the Board
Board of Supervisors

Brian K. Veerkamp

ATTEST:

Jim Mitrisin
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

02/23/2015, 20150006802