

**WHEN RECORDED MAIL TO:**  
**Palos Verdes Properties Inc.**  
**4330 Golden Center Drive D**  
**Placerville, Ca. 95667**

**Agreement**  
**Conservation Easement**  
**El Dorado County, Greenwood Property**

This Agreement, dated for reference purposes September 29<sup>th</sup>, 2015, is by and amongst the **County of El Dorado ("County")**, and **Palos Verdes Properties Inc. ("Landowner")** and **Grado Equities V, LLC / ("Developer")**.

**Recitals**

A. Landowner is the owner of that certain real property consisting of approximately 30.54 acres, located in the County of El Dorado, State of California, and is a portion of El Dorado County Assessor's Parcel Number 323-640-013 (the "Conserved Property"). The Conserved Property is legally described and depicted in **Exhibit A** attached hereto.

B. Developer is the developer of the project in El Dorado County known as the Crossings at El Dorado (the "Crossings"), which is projected to have impacts to oak woodlands requiring mitigation in accordance with its conditions of approval and environmental impact report, which call for preservation of 19.7 acres of oak canopy..

C. The County has determined that the existing oak woodlands on the Conserved Property are of a quality and in a location which is conducive to preservation and desires to have a conservation easement in order to preserve in perpetuity the resource value of the Conserved Property as an oak woodland preserve.

**Agreement**

1. Landowner hereby agrees to execute that certain *Conservation Easement Deed* in the form attached hereto as **Exhibit B**, and comply with the provisions therein.

2. Developer agrees that initially any costs associated with the preservation of the Conserved Property shall be borne by Developer. Developer, as part of the development of the Crossings, shall form an association of property owners, the governing documents of which shall provide that the property owners of the Crossings shall pay the cost associated with the maintenance of the Conserved Property on an annual basis as part of its common area maintenance fees. At such time as the owners association is formed, the obligations in this Agreement shall be assigned to the association. Within 10 days of the effective date of this

agreement, the Developer shall submit \$5,000 to defray the cost associated with periodic inspection of the Conserved property and an additional \$5,000 for a reserve account for contingencies that may occur. The amount budgeted for annual inspection and maintenance shall be re-evaluated every five years thereafter, or as required by the county

3. County agrees to accept the easement over the Conserved Property pursuant to the terms of this Agreement and the Conservation Easement Deed. Upon such acceptance Developer shall be credited with 19.7 acres of oak canopy called for by the project conditions imposed on the Crossings, and as calculated in the *Oak Woodland Acreage Analysis for the Crossings at El Dorado*, prepared by Sierra Ecosystems Associates, dated October 29, 2013.

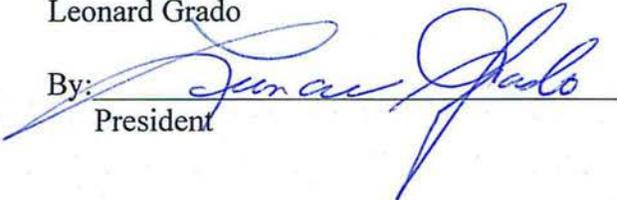
4. The parties agree that the oak canopy within the Conserved Property is healthy and mature and that the periodic inspection and maintenance anticipated by this Agreement should be limited to ensuring compliance with the terms of the Conservation Easement. No other plantings or enhancements are necessary to establish the resource value of the oak canopy and that the consummation of this Agreement and acceptance by County of the Conservation Easement shall fully satisfy the oak canopy mitigation requirements of the Crossings.

5. This Agreement together with the Conservation Easement constitute the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

Date: 1-7-16

**Landowner: Palos Verdes Properties Inc.**

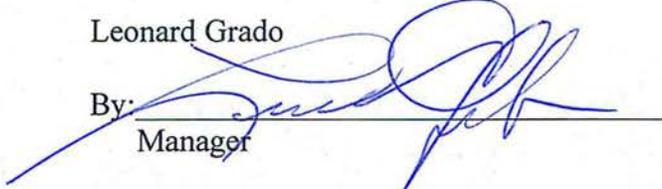
Leonard Grado

By:   
President

Date: 1-7-16

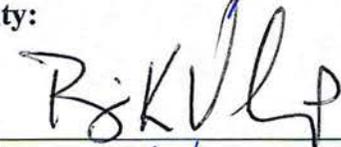
**Developer: Grado Equities V, LLC**

Leonard Grado

By:   
Manager

Date: 11/17/15

**County:**

By:   
Brian K. Veerkamp, Chair

Attest: James S. Mitrisin  
Clerk of the Board of Supervisors  
By: Marcie MacFarland

Approved as to form:

By: [Signature]  
County Counsel

## EXHIBIT "A"

### Description for Oak Preservation Easement

The following description is intended to be used in an easement document that will set aside the land described to mitigate the removal of Oak Canopy from the commercial project formerly approved as Sundance Plaza and now called The Crossings.

### DESCRIPTION

All that certain real property situated in the County of El Dorado, State of California; being a portion of the Southeast one-quarter of Section 9, Township 10 North, Range 10 East, MDM and also being a portion of the most Westerly Tract, which is identified as Tract 1, as shown on that certain Record of Survey filed for record in Book 26 at Page 1 of Record of Surveys in the Office of the Recorder of the County of El Dorado on January 14, 2003 and which is described as follows:

Beginning at the Northeast corner of said Tract 1, from which the one quarter corner between Sections 9 and 10, T10N, R10E, MDM bears South  $86^{\circ} 42' 34''$  East 732.54 feet; thence from said Point of Beginning, along the boundary between Tracts 1 & 2 of said Record of Survey, South  $00^{\circ} 07' 08''$  East 1007.03 feet; thence, leaving said line along the Southerly line of the herein described easement area the following three (3) courses: (1) West 544.12 feet, (2) North  $42^{\circ} 33' 17''$  West 860.45 feet, and (3) West 754.41 feet to a point in the Westerly line of said Tract 1; thence along the Westerly and Northerly lines of said Tract 1 the following ten (10) courses: (1) North  $02^{\circ} 32' 39''$  West 349.20 feet, (2) North  $00^{\circ} 59' 39''$  East 66.47 feet, (3) North  $42^{\circ} 33' 56''$  East 87.40 feet, (4) South  $86^{\circ} 38' 28''$  East 105.38 feet, (5) South  $85^{\circ} 53' 25''$  East 95.17 feet, (6) South  $87^{\circ} 42' 42''$  East 139.89 feet, (7) South  $86^{\circ} 00' 11''$  East 198.59 feet, (8) South  $86^{\circ} 50' 50''$  East 245.60 feet, (9) South  $86^{\circ} 41' 20''$  East 484.61 feet, and (10) South  $86^{\circ} 42' 34''$  East 567.48 feet to the Point of Beginning.

The above described area contains 30.638 acres  
and was prepared by James R. Sweeney, LS 3864 August 28, 2014.

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.

STATE OF CALIFORNIA  
COUNTY OF El Dorado } S.S.

On January 7, 2016, before me, Judy Musick, notary public,  
personally appeared Leonard Grado  
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.

WITNESS my hand and official seal.

Signature Judy Musick (Seal)



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**Palos Verdes Properties Inc.**

**4330 Golden Center Drive, Suite D**

**Placerville, Ca. 95667**

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Space Above Line for Recorder's Use Only

**EXHIBIT "B"**

**CONSERVATION EASEMENT DEED**

**El Dorado County, Greenwood Property**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the 5th day of October 2015, by **Palos Verdes Properties Inc. ("Grantor")**, in favor of **County of El Dorado, a political subdivision of the State of California ("Grantee")**, with reference to the following facts:

**RECITALS**

A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 30.54 acres, located in the County of El Dorado, State of California, and is a portion of El Dorado County Assessor's Parcel Number 323-640-013 (the "Conserved Property"). The Conserved Property is legally described and depicted in **Exhibit "A"** attached to this Conservation Easement and incorporated in it by this reference.

B. The Conserved Property possesses oak woodland and habitat values of great importance to Grantee and the people of the County of El Dorado and State of California. The Conserved Property will provide high quality natural oak woodland habitat providing the "Conservation Values" of the Conserved Property.

C. Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3. Specifically, Grantee is a governmental entity identified in Civil Code Section 815.3 (b) and otherwise authorized to acquire and hold title to real property.

D. Palos Verdes Properties Inc, affiliate of Grantor (Palos Verdes), has caused to be prepared an *Oak Woodland Acreage Analysis for the Crossings at El Dorado*, which concluded that the Conserved Property is a relatively undisturbed, functioning oak woodland surrounded by an area designated in the County's General Plan as Important Biological Corridor making it an ideal site for the conservation of oak woodland as provided in this Conservation Easement.

E. Palos Verdes is the developer of the development known as the Crossings at El Dorado (the "Crossings"). This Conservation Easement is intended to provide mitigation for the oak woodland impacts associated with the development of the Crossing. As part of the development of the Crossing, a California non-profit mutual benefit corporation (the "Owners Association") shall be formed for the purpose of providing perpetual maintenance of the common areas and open space within the Crossings project area. The obligations pursuant to this Agreement shall be included as common expenses of the Owners Association thus providing the funding required to monitor the continued health and use of the Conserved Property as provided in this Conservation Easement.

F. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

#### COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Conserved Property.

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Conserved Property will be retained forever in its natural condition and to prevent any use of the Conserved Property that will impair or interfere with the Conservation Values of the Conserved Property. Grantor intends that this Conservation Easement will confine the use of the Conserved Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of oak woodlands and their habitats.

2. Grantee's Rights.

To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the Conservation Values of the Conserved Property.

(b) To enter the Conserved Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement and to implement at Grantee's sole discretion activities required for such enforcement, provided that

Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Conserved Property.

(c) To prevent any activity on or use of the Conserved Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Conserved Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Conserved Property shall remain a part of and be put to beneficial use upon the Conserved Property, consistent with the purposes of this Conservation Easement.

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Conserved Property are hereby terminated and extinguished.

3. Prohibited Uses.

Any activity on or use of the Conserved Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement.

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, or as required for maintenance of the Conserved Property consistent with this Conservation Easement.

(c) Commercial, industrial, residential, or institutional uses.

(d) Any subdivision or partitioning of the Conserved Property.

(e) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind.

(f) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.

(g) Planting, introduction or dispersal of non-native or exotic plant or animal species.

(h) Filling, dumping, excavating, draining, dredging, mining, drilling,

removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Conserved Property, or granting or authorizing surface entry for any of these purposes.

(i) Altering the surface or general topography of the Conserved Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Conserved Property with concrete, asphalt or any other impervious material except for those habitat management activities authorized by Grantee.

(j) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease.

(k) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Conserved Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

(l) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Conserved Property, or the use or activity in question.

#### 4. Grantee's Duties.

To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:

(1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Conserved Property; and

(2) Prepare reports on the results of the compliance monitoring inspections.

(3) Engage appropriate professionals or personnel as required to remedy any identified problem or threat to the Conservation Values of the Conserved Property.

#### 5. Grantor's Duties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Conserved Property or that are otherwise inconsistent with this Conservation Easement.

#### 6. Reserved Rights.

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Conserved Property, including the right to engage in or permit or invite others to engage in all uses of the Conserved Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation

Easement. Specifically, but without limiting the generality of the foregoing, Grantor reserves the right to utilize the Conserved Property for recreational purposes, such as hiking and bicycling.

7. Grantee's Remedies.

If Grantee determines that a violation of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Conserved Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Conserved Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Conserved Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Conserved Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

(a) Costs of Enforcement.

All costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by

negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) Grantee's Discretion.

Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Grantor's Control.

Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Conserved Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conserved Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) Notice of Conflict.

If Grantor receives a Notice of Violation from Grantee with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities/Monitoring.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, upkeep, and general maintenance of the Conserved Property, excepting therefrom the actual maintenance of oak trees and oak woodland features. Grantor agrees that Grantee shall not have any duty or responsibility for the operation, upkeep or maintenance of the Conserved Property, other than the oak woodland thereon, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks

relating to conditions on the Conserved Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including permits and approvals required from Grantee acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Oak Woodlands Monitoring. As provided in Section 4, Grantee shall be responsible for periodic monitoring of the oak woodlands on the Conserved Property and shall cause to be performed any maintenance or remedial work that the Grantee may, in its discretion, determine is necessary for the preservation of the Conservation Values. Initially the costs of such monitoring and remedial work shall be borne by Grantor, provided however, that Grantor may assign such obligation to the Owners Association upon its formation and adoption of an operational budget which shall provide for the projected annual cost of monitoring and maintaining the Conserved Property in accordance with this Easement Agreement. The funding obligations provided in this Section shall be incorporated into the governing documents of the Owners Association with enforcement rights for the payment of assessments provided to Grantee.

(b) Taxes; No Liens.  
Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Conserved 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. Grantor shall keep the Conserved Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Conserved Property.

(c) Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Conserved Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend

such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party.

(d) Extinguishment.

If circumstances arise in the future that render the preservation of Conservation Values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

10. Transfer of Conservation Easement or Conserved Property.

(a) Conservation Easement.

Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable). Grantee shall require the assignee to record the assignment. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Conserved Property.

Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Conserved Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. It is understood and agreed that Grantor intends to subdivide the property of which the Conserved Property is a part and that the underlying fee ownership of the conserved Property may be conveyed to the owners of the parcels so created.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Conserved Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor and Grantee otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Conserved Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first

class United States mail, postage fully prepaid, addressed as follows:

To Grantor:

To Grantee:

Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of El Dorado County, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor.

14. Additional Provisions.

(a) Controlling Law.

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

(b) Liberal Construction.

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability.

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement.

This document (including its exhibits) sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless

contained in an amendment in accordance with Section 13.

(e) Successors.

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Conserved Property.

(f) Termination of Rights and Obligations.

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

(g) Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(h) Recording.

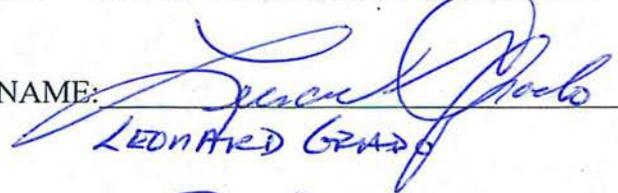
Grantee shall record this Conservation Easement in the Official Records of El Dorado County, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

**GRANTOR:**

BY: PALOS VERDES PROPERTIES INC.

NAME: \_\_\_\_\_

  
LEONARD GRADY

TITLE: \_\_\_\_\_

PRESIDENT.

DATE: \_\_\_\_\_

1-7-16