

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Assessor's Parcel Number: 010-090-12

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PUBLIC TRAIL EASEMENT

THIS PUBLIC TRAIL EASEMENT is entered into this _____ day of _____, 2007 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 010-090-12 (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;

WHEREAS, Grantee's environmental concerns made closure, but not abandonment, of the County road around Pleasant Lake to Wentworth Springs Road (the Rubicon Trail) necessary; and

WHEREAS, subject to the terms and conditions herein, Grantor is willing to relocate and grant an easement over the remaining portion of Grantor's Parcel to accommodate said environmental concerns.

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. 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 equally by Grantor and Grantee.
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 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 supercedes the rights of the public that may have been acquired prior to execution of this grant of easement.
11. 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:

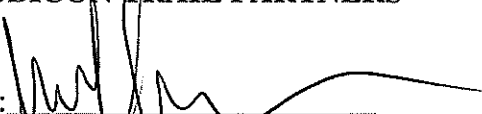
Grantor:
Rubicon Trail Partners
P.O. Box 1601 and P.O. Box 4090
Georgetown, CA 95634

Grantee:
County of El Dorado
Department of Transportation
Attention: Right-of-Way Program Manager
2850 Fairlane Court
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: 
NOBLE SPRUNGER, Partner

Dated: 7/2/07

By: 
MARK A. SMITH, Partner

Dated: 7-2-07

COUNTY OF EL DORADO

By: _____
HELEN BAUMANN, Chairman
Board of Supervisors

Dated: _____

Attest:
Cindy Keck,
Clerk of the Board of Supervisors

By: _____

EXHIBIT 'A'
LEGAL DESCRIPTION

A 50 foot wide strip of land over and across a portion of the lands described in Book 3649, Official Records, at Page 163, in the office of the El Dorado County Recorder, being a portion of the southwest quarter of Section 33, Township 14 North, Range 15 East, M.D.M., County of El Dorado, State of California, the centerline of which is described as follows:

Beginning on the southerly boundary of said lands, from which the southwest corner of Section 33 bears South 88°34'29" West 713.12 feet, and a bronze disk stamped "ECT 10" bears North 71°44'16" East 38.42 feet; **thence from said point of beginning** and leaving said boundary North 35°28'11" West 218.02 feet; thence North 42°41'45" West 270.06 feet, from which a bronze disk stamped "ECT 11" bears South 84°58'39" West 33.05 feet; thence North 01°47'26" East 415.69 feet, from which a bronze disk stamped "ECT 12" bears North 89°55'00" East 13.06 feet; thence North 07°58'15" East 225.61 feet; thence North 24°01'00" East 255.06 feet; thence North 21°37'52" West 90.98 feet; thence North 40°10'01" East 173.32 feet; thence North 15°30'35" West 77.42 feet, from which a bronze disk stamped "ECT 13" bears South 81°37'23" East 40.10 feet; thence North 40°15'36" East 54.37 feet; thence North 09°41'48" East 66.37 feet; thence North 11°01'57" West 125.18 feet; thence North 45°54'19" West 73.38 feet; thence South 72°05'10" West 57.07 feet, from which a bronze disk stamped "ECT 14" bears South 14°22'07" East 23.13 feet; thence North 82°28'57" West 85.38 feet; thence North 29°45'56" West 64.34 feet; thence North 82°18'37" West 59.63 feet; thence North 16°28'23" West 73.22 feet; thence North 56°55'22" West 68.69 feet, from which a bronze disk stamped "ECT 15" bears North 50°30'50" East 102.36 feet; thence North 27°44'53" West 140.64 feet; thence North 15°29'27" East 107.63 feet; thence North 31°16'50" East 239.87 feet, from which a bronze disk stamped "ECT 16" bears South 58°13'08" West 68.68 feet; thence North 27°32'02" West 253.03 feet to the northerly boundary of said lands and the terminus of this description, from which a bronze disk stamped "ECT 17" bears North 13°39'58" West 46.28 feet.

The sidelines of said strip to be lengthened or shortened so as to terminate on the northerly and southerly boundaries of said lands.

See attached Exhibit 'B', attached hereto and made a part hereof.

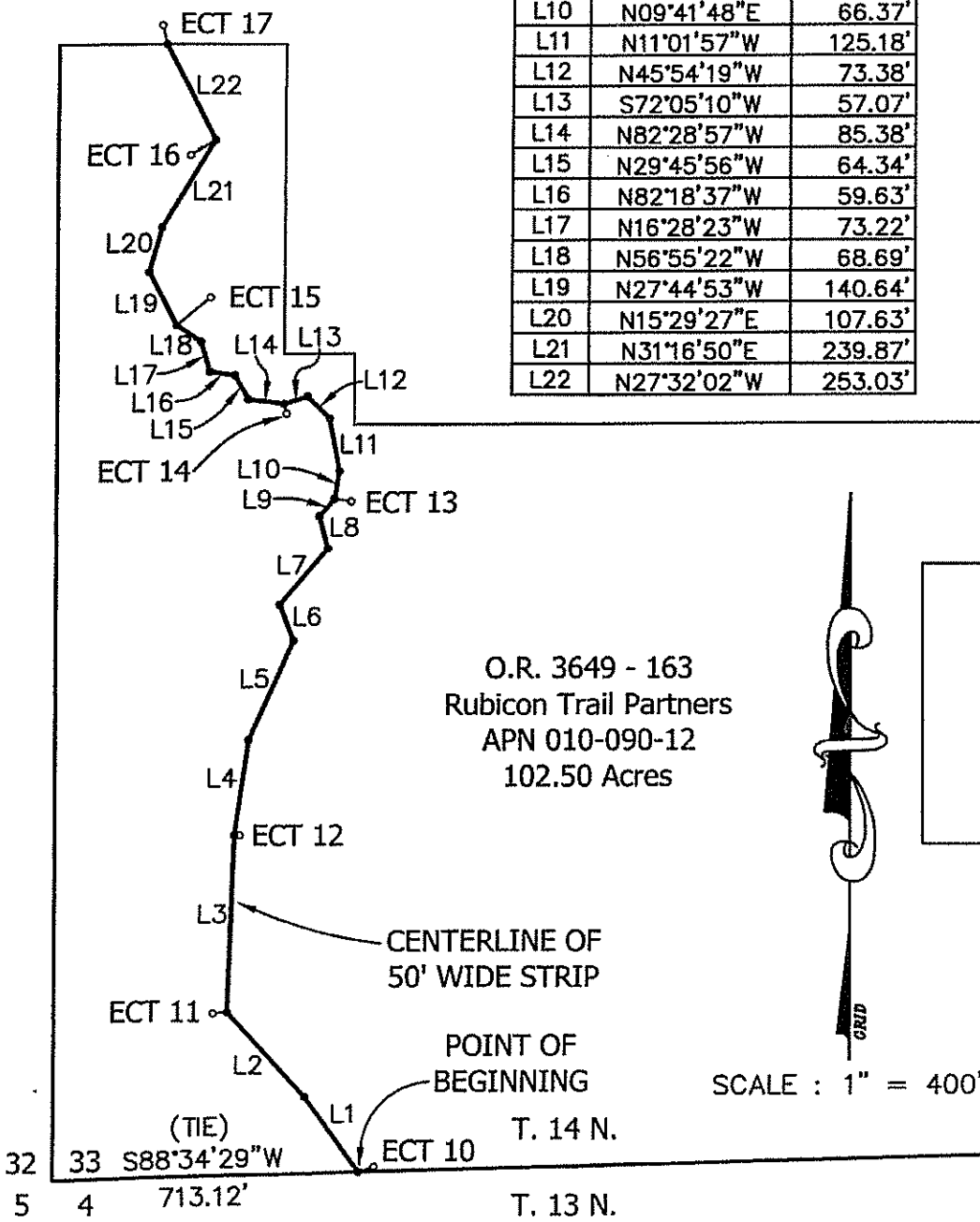
Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999617.



EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°28'11"W	218.02'
L2	N42°41'45"W	270.06'
L3	N01°47'26"E	415.69'
L4	N07°58'15"E	225.61'
L5	N24°01'00"E	255.06'
L6	N21°37'52"W	90.98'
L7	N40°10'01"E	173.32'
L8	N15°30'35"W	77.42'
L9	N40°15'36"E	54.37'
L10	N09°41'48"E	66.37'
L11	N11°01'57"W	125.18'
L12	N45°54'19"W	73.38'
L13	S72°05'10"W	57.07'
L14	N82°28'57"W	85.38'
L15	N29°45'56"W	64.34'
L16	N82°18'37"W	59.63'
L17	N16°28'23"W	73.22'
L18	N56°55'22"W	68.69'
L19	N27°44'53"W	140.64'
L20	N15°29'27"E	107.63'
L21	N31°16'50"E	239.87'
L22	N27°32'02"W	253.03'

Record of Survey
2-11
Sacramento Municipal Utilities District



Drawing Name: J:\BCA\97501\dwg\BLOCKS\Survey\Control.dwg, Layout Tab: Model, Last Saved: Thu, 19 Aug 2004 - 3:28pm, DHoynes