

Recorded at the Request of
And When Recorded Return to:

Robert A. Laurie
Attorney at Law
BECKER, RUNKLE & LAURIE
263 Main Street, Level 2
Placerville, CA 95667

CONSERVATION EASEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2007 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "the County") and Douglas G. Granade and Cynthia M. Granade as Trustees of the Granade Family Trust (hereinafter referred to as "the Owner") for the purpose of providing to the County a Conservation Easement (hereinafter referred to as "the Easement") as mitigation for loss of oak trees pursuant to the terms and conditions set forth below.

RECITALS

WHEREAS, the Granade Family Trust is the owner of property in El Dorado County, California identified as APNs: 087-310-24 and 087-020-07 (adm) and which are further described on Attachment A which is attached hereto and incorporated herein by reference (hereinafter referred to as "the Burdened Property"), and

WHEREAS, the owner is seeking to develop other property in El Dorado County identified as APN: 109-480-03 (hereinafter "the Development") and such development requires a Design Review by the County, and

WHEREAS, the owner has made application for such design review and such application is identified as DR05-0026S, and

WHEREAS, as part of such development the Owner has or will have to remove a number of oak trees from the subject site which the Owner has agreed to replace off-site at a ratio of 2:1, and

WHEREAS, the Owner is ready, willing and able to place the easement over the Burdened Property consistent with the conditions herein, and

WHEREAS, the County agrees to accept the Easement as full mitigation of oak tree loss for the Development

NOW THEREFORE, IT IS HEREBY AGREED:

Grant of Easement

1. The Owner hereby grants to the County the Easement subject to the terms of this Agreement.

Character of Easement

2. The Easement granted in this Agreement is in gross.

Description of Easement

3. The Easement granted in this Agreement is an easement for the conservation of oak trees located on the Burdened Property.

Secondary Easement

4. The Easement granted in this Agreement includes the County's right of reasonable inspection, upon reasonable notice to Owner, for the purpose of inspecting the health of the oak trees being preserved on the Burdened Property. The County may, upon notice to Owner also take reasonable measures relating to tree maintenance and preservation. No additional uses are permitted.

Location of Easement

5. The Easement shall consist of approximately Five (5) acres as specifically depicted on the map attached hereto as Attachment B and described on Attachment B(1). The exact amount of acreage as depicted on Exhibit B may be modified upon written approval of the County and upon completion of development and verification of required canopy coverage.

Term

6. The Easement granted by this Agreement shall be in perpetuity provided however, at any time, once the County has adopted "Option B" fees as referenced in General Plan Policy 7.4.4.4, the Owner may make application to the County Board of Supervisors to terminate this Easement.

Nonexclusive Easement

7. The Easement granted in this Agreement is nonexclusive. The Owner retains the right to make any use of the Property that does unreasonably interfere with the County's rights as referenced herein.

Attorneys' Fees

8. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

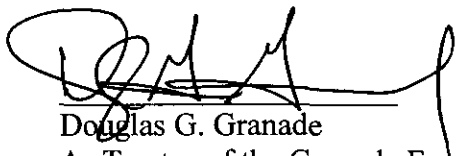
Entire Agreement

9. This Agreement constitutes the entire agreement between the County and the Owner relating to the Easement except as such may be referenced in the terms and conditions of the Development; provided however any inconsistencies between the terms of this Agreement and the terms and conditions of the Development shall be decided in favor of this Agreement. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

Binding Effect

11. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Owner.

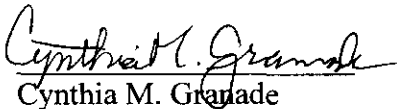
OWNER



Douglas G. Granade

Dated: 10/24/07

As Trustee of the Granade Family Trust



Cynthia M. Granade

Dated: 10/24/07

As Trustee of the Granade Family Trust

COUNTY

By _____

Dated: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF EL DORADO)

On 10/24/07 before me, Susan K. Say, a Notary Public, personally appeared, DOUGLAS G. GRANADE, as Trustee of the Granade Family Trust, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official sea.

Susan K Say
Notary Public in and for the
State of California



STATE OF CALIFORNIA)
) ss.
COUNTY OF EL DORADO)

On 10/24/07 before me, Susan K. Say, a Notary Public, personally appeared, CYNTHIA M. GRANADE, as Trustee of the Granade Family Trust, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official sea.

Susan K Say
Notary Public in and for the
State of California

