

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: 010-180-07

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PUBLIC TRAIL EASEMENT

THIS PUBLIC TRAIL EASEMENT is entered into this _____ day of _____, 2014 by and between RUBICON SODA SPRINGS, a California corporation, 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 010-180-07 (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, the Grantor's Trail Historian and the appropriate El Dorado County officials have met, traversed and, by mutual agreement, defined and delineated the historically accurate portion of the Off-Highway Vehicle Trail known as the Rubicon Trail that transits the Grantor's Parcel; 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, 30 feet wide measuring 15 feet on each side of the centerline, over that portion of the Rubicon Trail, as defined by agreement of the parties, that transits the Grantor's parcel. This easement is granted to install, improve, use, inspect, repair and maintain the Off-Highway Vehicle Trail known as the Rubicon Trail for use by the public along and across the agreed Rubicon Trail 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, abuse the Easement, or damage or trespass on that portion of the Grantor’s Parcel that is not subject to the Easement.
2. 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.
6. The Grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; sites for highway-operation and maintenance facilities; 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 fourteen (14) 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 Soda Springs
P.O. Box 413
Georgetown, CA 95634

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

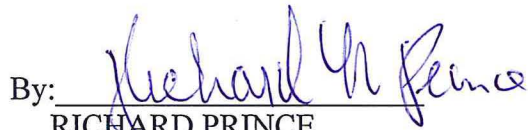
13. This Agreement constitutes the entire agreement between the parties relating to the subject Easement.
14. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

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

RUBICON SODA SPRINGS

By: 
FRANK C. MAGUIRE
Board President

Dated: NOV 08, 2014

By: 
RICHARD PRINCE
Executive Vice President

Dated: 11-8-14

COUNTY OF EL DORADO

By: _____
NORMA SANTIAGO, Chairman
Board of Supervisors

Dated: _____

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

By: _____
Deputy Clerk

Exhibit 'A'
The Rubicon Trail
(A Portion)

All that certain real property situate in the East One-Half of Section 31 Township 14 North, Range 16 East, M.D.M. , El Dorado County, State of California, being a portion of that particular parcel of land described in Book 3963 at page 607 official records said county and state, more particularly described as follows:

A strip of land 30.00 feet in width lying 15.00 feet on each side of, parallel with and adjacent to the following described line.

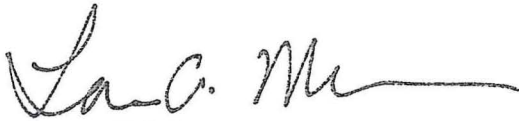
Beginning on the South line of said East One- Half of Section 31 from which the Southeast corner of said Section 31 bears North 88° 03' 34" East 860.31 feet; thence from said **POINT OF BEGINNING**, along the Rubicon Trail North 09° 59' 59" West 67.53 feet; thence North 32° 59' 45" West 161.49 feet; thence North 54° 32' 36" West 136.41 feet; thence North 00° 00' 00" East 100.82 feet; thence North 57° 40' 09" West 90.68 feet; thence North 01° 06' 43" East 262.96 feet; thence North 14° 54' 05" West 186.32 feet; thence North 52° 14' 01" East 91.69 feet; thence North 13° 19' 15" East 100.74 feet; thence North 38° 08' 00" East 125.30 feet; thence North 66° 08' 20" East 66.91 feet; thence North 34° 37' 32" East 45.49 feet; thence North 04° 24' 05" West 44.49 feet; thence North 39° 13' 47" East 169.64 feet; thence North 13° 32' 41" East 111.36 feet; thence North 09° 22' 40" West 216.68 feet; thence North 09° 53' 18" West 96.40 feet; thence North 39° 03' 42" West 95.90 feet; thence North 21° 29' 33" West 45.61 feet; thence North 48° 26' 45" West 65.93 feet; thence North 05° 45' 48" West 48.23 feet; thence North 40° 11' 35" West 91.91 feet; thence North 52° 38' 27" West 62.52 feet; thence North 40° 05' 10" West 98.33 feet; thence North 25° 46' 33" West 54.26 feet; thence North 80° 30' 14" West 84.63 feet; thence North 70° 37' 38" West 215.29 feet; thence North 51° 52' 03" West 72.86 feet; thence North 25° 11' 56" West 66.15 feet; thence North 11° 22' 59" West 282.20 feet; thence North 24° 18' 51" East 82.59 feet; thence North 57° 32' 21" East 71.19 feet; thence North 47° 03' 27" East 88.33 feet; thence North 30° 21' 28" East 56.54 feet; thence North 78° 52' 47" East 45.22 feet; thence North 33° 33' 07" East 36.95 feet; thence North 21° 10' 38" West 114.92 feet; thence North 24° 21' 08" West 161.85 feet; thence North 62° 42' 38" West 106.05 feet; thence North 31° 14' 34" West 85.81 feet; thence North 63° 55' 47" West 59.09 feet; thence North 44° 57' 21" West 61.43 feet; thence North 27° 57' 04" West 105.12 feet; thence North 54° 56' 04" West 46.69 feet; thence North 25° 10' 29" West 250.75 feet; thence North 07° 35' 10" East 94.59 feet; thence North 28° 04' 51" West 82.21 feet; thence North 07° 54' 36" West 39.53 feet; thence North 30° 56' 23" West 80.13 feet; thence North 01° 44' 05" West 140.25 feet; thence North 41° 55' 12" East 116.06 feet; thence North 19° 38' 06" East 44.39 feet; thence North 34° 12' 32" East 141.24 feet;

thence North 24° 44' 08" West 236.96 feet; thence North 43° 12' 49" West 131.44 feet; thence North 14° 15' 09" West 186.82 feet; thence North 57° 48' 40" West 112.78 feet; thence North 68° 03' 58" West 84.19 feet; thence North 50° 39' 24" West 112.22 feet; thence North 35° 35' 05" West 48.70 feet; thence North 84° 29' 32" West 87.03 feet; thence North 51° 27' 21" West 30.05 feet; thence North 00° 43' 29" East 96.38 feet; thence North 89° 07' 35" West 171.60 feet; thence North 50° 34' 51" West 91.82 feet to the North line of said East One-Half of Section 31. See Exhibit 'B' attached hereto and made a part hereof.

(End of Description)

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

The purpose of this description is to describe those portions of said Rubicon Trail as an easement for road purposes.



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



Dated: 10.29.2014

EXHIBIT 'B'

Situate in the East One-Half of Section 31 Township 14 North, Range 16 East, M.D.M.,
El Dorado County, State of California

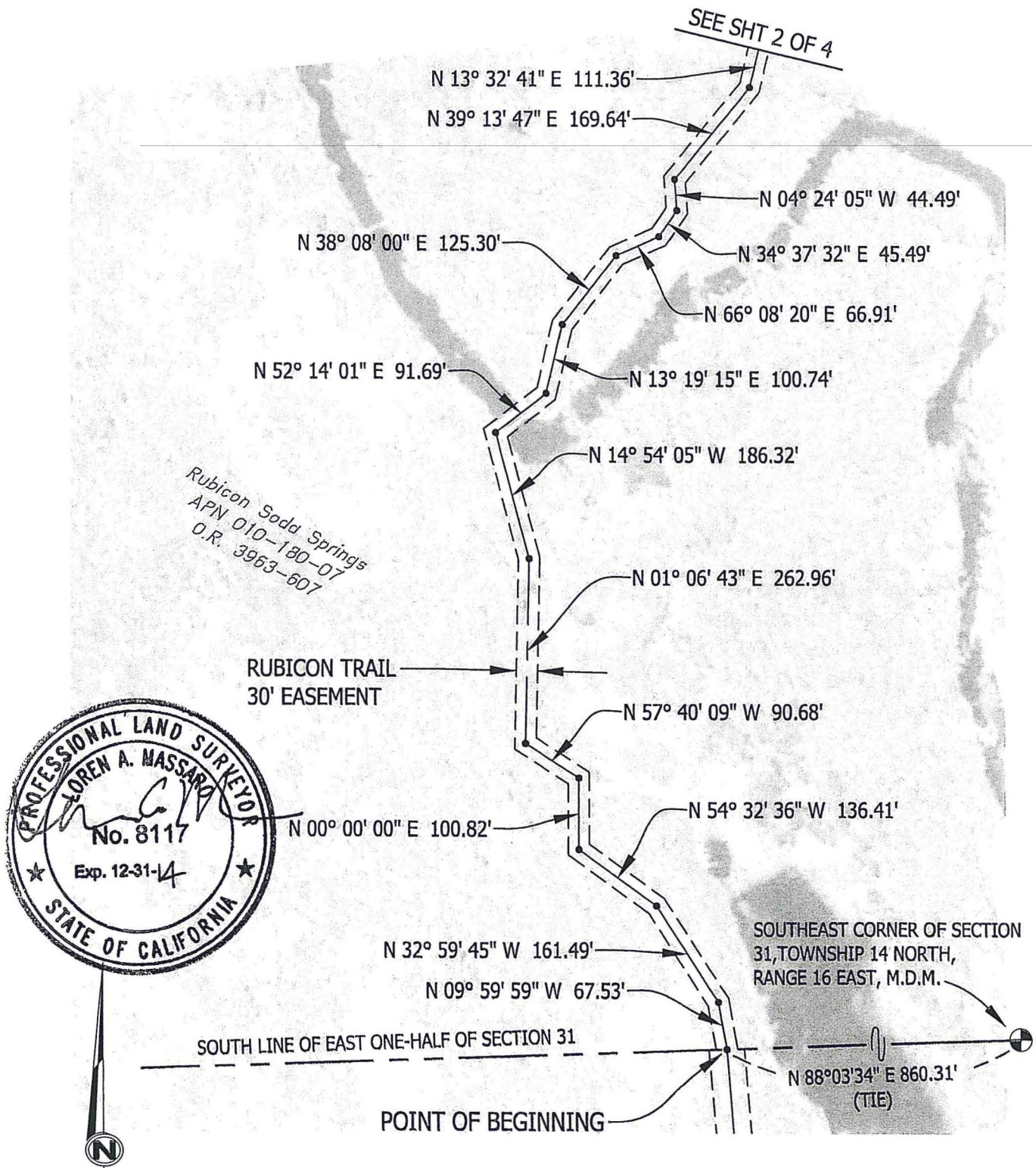
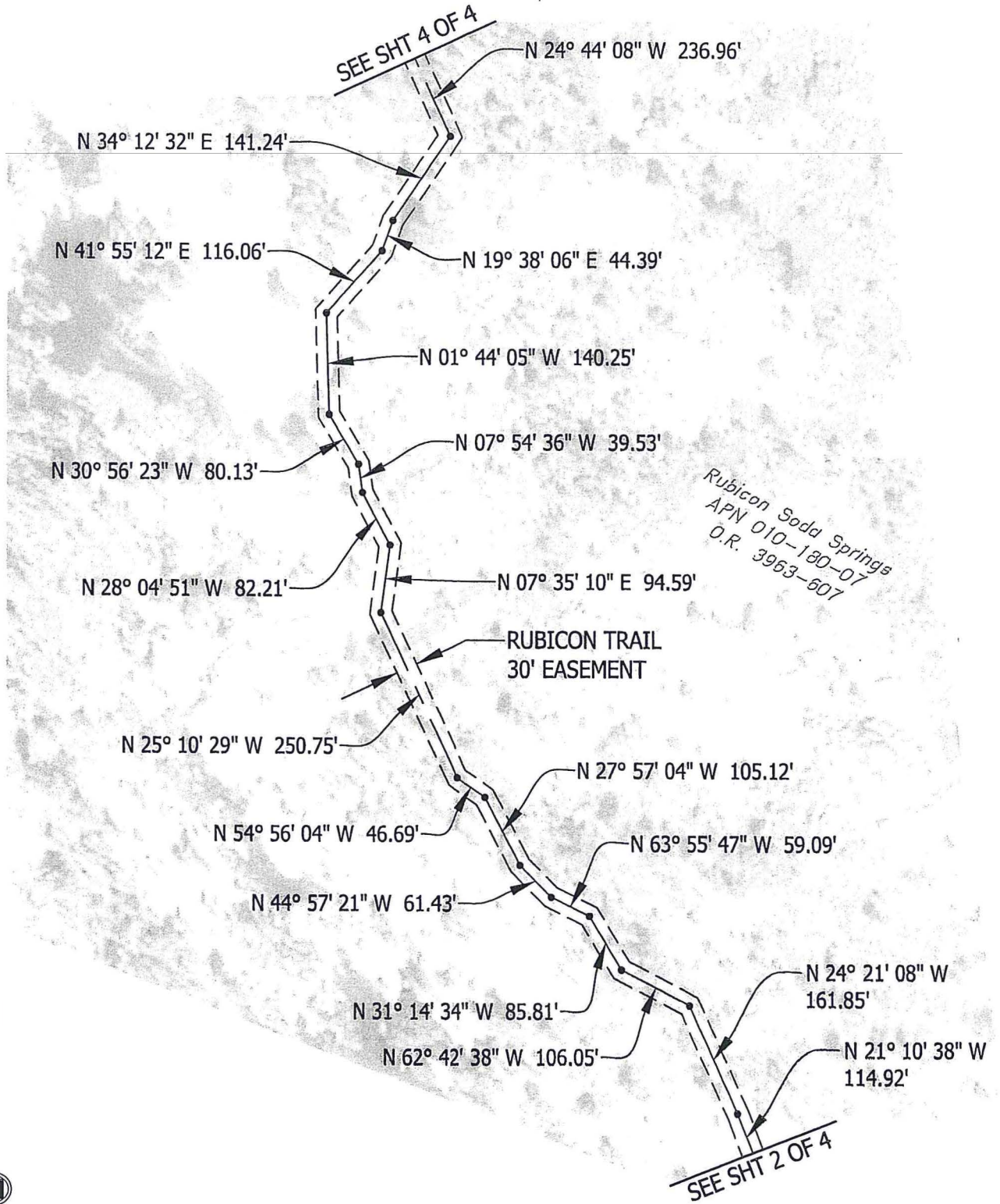


EXHIBIT 'B'

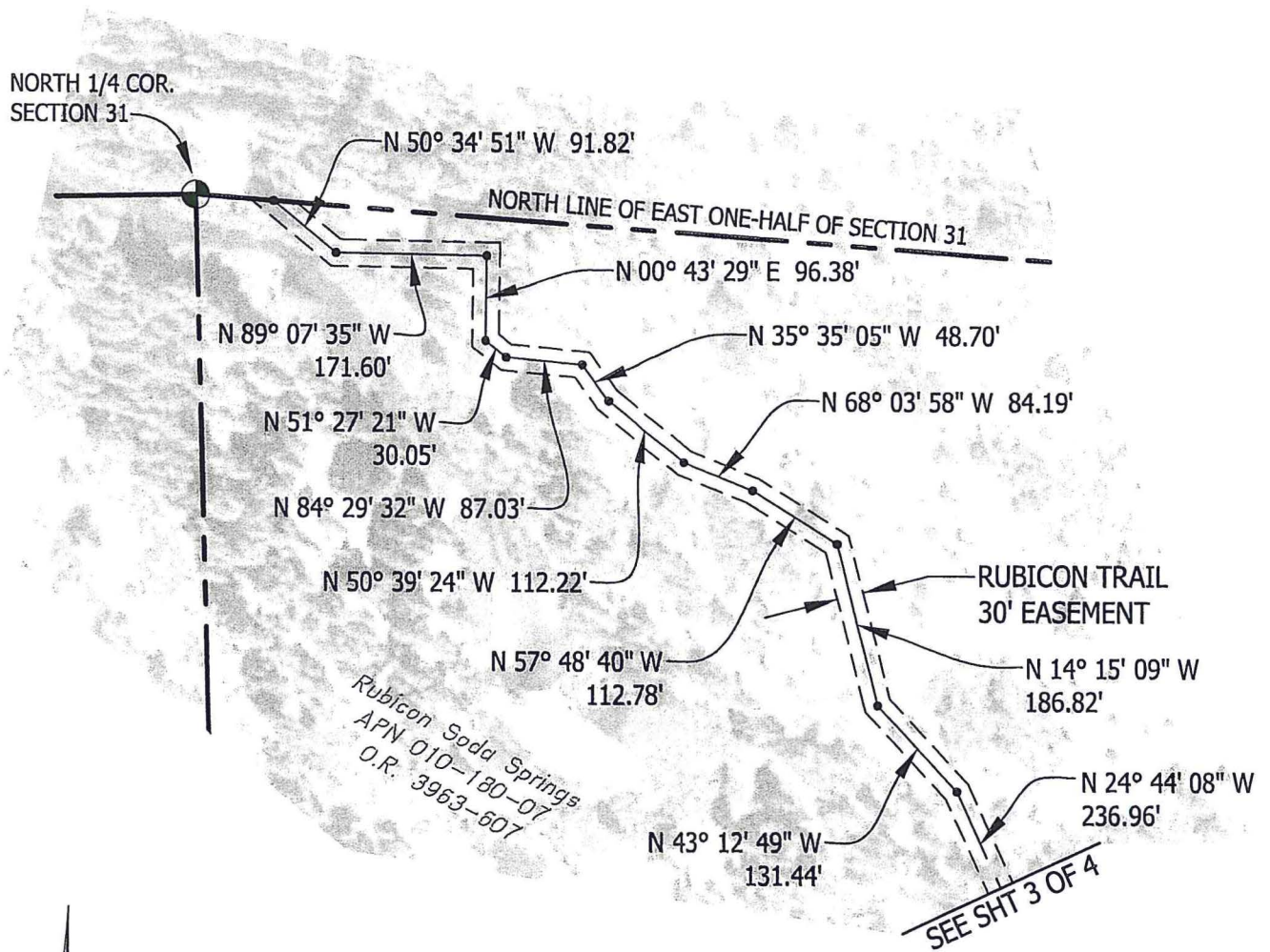
Situate in the East One-Half of Section 31 Township 14 North, Range 16 East, M.D.M. ,
El Dorado County, State of California



Grid North
Scale 1"=200'

EXHIBIT 'B'

Situate in the East One-Half of Section 31 Township 14 North, Range 16 East, M.D.M.,
El Dorado County, State of California



Grid North
Scale 1"=200'

