

RECORDING REQUESTED BY:

Sundance Properties
3825 Atherton Rd., #115
Rocklin, CA 95765

MAIL TO:

County of El Dorado, Planning Department
Roger Trout
2850 Fairlane Court
Placerville, CA 95667

Deed of Conservation Easement

THIS DEED OF CONSERVATION EASEMENT (the "**Easement**") is made by Sundance Properties, ("**Grantor**"), in favor of the County of El Dorado, a government agency ("**Grantee**").

WITNESS THAT:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in El Dorado County, California, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, the Property possesses wildlife habitat, vegetation, scenic, and open space values ("Conservation Values") of great importance to Grantee, the people of El Dorado County and the people of the State of California; and

WHEREAS, the Grantor desires to convey to Grantee this Deed of Conservation Easement; and

WHEREAS, Grantor intends, as owner of the Property, to convey the right to preserve and protect the Conservation Values, of the property in perpetuity, subject to the terms of this Deed; and

WHEREAS, Grantee has jurisdiction over the conservation, protection and management of the Conservation Values and is authorized to hold easements for these purposes pursuant to Civil Code Sections 815 *et. seq.* and other provisions of California law;

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter-alia, Section 815-816 of the California Civil Code, Grantor does hereby willingly deed and convey to Grantee this Conservation

Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. **Purpose.** It is the purpose of this Easement to enable the Property to remain in open space and recreation use by preserving and protecting in perpetuity its conservation values, character, use and utility, and to prevent any use of the Property that would significantly impair or interfere with its conservation values, character, use or utility.

2. **Affirmative Rights and Interests Conveyed.** To accomplish the purpose of this Easement, the following rights and interests are conveyed to Grantee by this Easement:

a. To preserve and to protect in perpetuity the Conservation values, character, use and utility, including soil and water quality, scenic quality, and woodlands. (The Conservation values, character, use and utility of the property are hereinafter referred to collectively as the "**Protected Values.**")

b. To enter upon, inspect, observe, and study the Property for the purposes of (1) identifying the current uses and practices thereon, and (2) monitoring the uses and practices regarding the Property to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to Grantors, and shall be made in a manner that will not unreasonably interfere with Grantors' use and quiet enjoyment of the property.

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is the intention of this Easement not to limit Grantor's discretion to employ their choices of woodland management and fuel load reduction, conservation value uses and management practices so long as those uses and practices are consistent with the purpose of this Easement.

d. To erect and maintain a sign or other appropriate marker in a prominent location on the Property, visible from a public road, bearing information indicating that the Property is protected by Grantee. The wording of the information shall be determined by Grantee, but shall clearly indicate that the Property is privately owned and portions are not open to the public. Grantee shall be responsible for the costs of erecting and maintaining such sign or marker.

3. **Uses and Practices.** Grantee and Grantor intend that this Easement shall remain as open space land. Examples of uses and practices which are consistent with the purpose of this Easement, and which are hereby expressly permitted, are set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and include, without limitation, those uses and practices which are employed in connection with the preservation, enhancement, restoration and/or creation of Conservation Values. Examples of uses and practices which are inconsistent with the purpose of this Easement, and which are hereby expressly prohibited, are set forth in **Exhibit C** attached hereto and incorporated herein by this reference. The uses and practices set forth in Exhibits B and C are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited

activities, and to provide guidance in determining the consistency of other activities with the purpose of this Easement.

4. 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 Property. If Grantor undertakes all reasonable actions to prevent the unlawful entry and trespass by persons, Grantee will not hold Grantor or its successors in interest liable for degradation or harm to the conservation values of the Property stemming from trespass behavior. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under paragraph 2 of this Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. All right, title and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water rights are used on the Property in a manner consistent with the purpose of this Easement.
- b. All right, title and interest in subsurface oil, gas and minerals; provided that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, and shall not damage, impair or endanger the protected values of the Property.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue to diligently cure such violation until finally cured, Grantee may bring an action at law or in equity of court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any protected values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury.

Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs or restoration necessitated by Grantor's violation of

the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

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

Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency condition to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Costs and Taxes. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII Section 8 of the California Constitution and that this Easement qualify as an enforceable action under the provisions of California Revenue and Taxation Code Section 402.1.

9. Hold Harmless. Grantee shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "**Grantor Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes for action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with 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 Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Grantor Indemnified Parties.

10. Access. Grantor reserves the right to dedicate, to the Grantee, an access easement (the "Trail Easement") not to exceed 25 feet in width, for a nonvehicular, multipurpose trail. The Grantee shall hold harmless, indemnify, and defend Grantor, and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Grantor Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with 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 Property, in connection with such Access Easement, except to the extent of the adjudicated proportionate active fault of any of the Grantor Indemnified Parties.

11. Amendment. This Easement may be amended by Grantor and Grantee by mutual written agreement. Any such amendment shall be consistent with the purposes of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the County of El Dorado, State of California

12. Condemnation. The purposes of this Easement are presumed to be the best and most necessary public use as defined in Code of Civil Procedure Section 1240.680. If the Easement is taken, in whole or in part, by exercise of eminent domain, Grantee shall be entitled to compensation pro rata in accordance with applicable law.

13. Assignment of Grantee's Interest. Grantee may assign its interest in this Easement only to a "qualified organization," within the meaning of section 170(h) of the Internal Revenue Code of 1954, as amended, or any successor provision, and which is authorized to acquire and hold conservation easements under California law, or other public entity, upon obtaining the prior written consent of Grantors. Any assignment without such consents shall be void and of no effect. Such consents shall not be unreasonably withheld by Grantors. If Grantee assigns its interest in this Easement, Grantee shall require, in the assignment, that the conservation purpose that this Easement is intended to advance be carried out.

14. Executory Limitation. In the event that Grantee assigns its interest in this Easement pursuant to Section 13 above, and if Grantee shall cease to exist, or to be a qualified organization under section 170(h) of the Internal Revenue Code of 1954, as amended, or to be authorized to acquire and hold conservation easements under California law, then Grantee's rights and obligations under this Easement shall become immediately vested in the County.

15. General Provisions.

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

Liberal Construction. Any general rule of construction to be contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the California Conservation Easement Act of 1979, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement,

or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

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

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

Future Conveyance. Grantors agree that reference to this Deed will be made in any subsequent deed or other legal instrument by means of which they convey an interest in the Property (including but not limited to a leasehold interest). The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

Not Governmental Approval. No provision of this Easement nor the approval by the County of a grant for the acquisition of this Easement shall constitute a governmental approval of any improvements, construction or other activities which may be permitted under this Easement.

IN WITNESS WHEREOF, Grantors have executed this Deed of Easement this
10th day of Aug., 2007.

Grantor
Sundance Properties



By Ron Smith, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On August 10, 2007 before me, Michele Allen
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Ronald C. Smith
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Michele Allen
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Deed of Conservation Easement

TITLE OR TYPE OF DOCUMENT

12

NUMBER OF PAGES

Aug 10, 2007

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Sundance Properties

None

SIGNER(S) OTHER THAN NAMED ABOVE

WHEN RECORDED, RETURN TO
THE BOARD OF SUPERVISORS
EL DORADO COUNTY

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed of Conservation Easement by Sundance Properties, dated _____, to the COUNTY OF EL DORADO, a political corporation and/or government agency, is hereby accepted by order of the Board of Supervisors of the County of El Dorado on August 28, 2007, and the Grantee consents to the recordation thereof by its duly authorized officer.

DATED this 28th day of August 28, 2007

COUNTY OF EL DORADO

By

Chairman
Board of Supervisors

ATTEST:

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Exhibit A: Legal Description
Exhibit B: Permitted Uses and Practices
Exhibit C: prohibited Uses and Practices

EXHIBIT A

Conservation Easement

All that real property situated in the County of El Dorado, State of California described as follows:

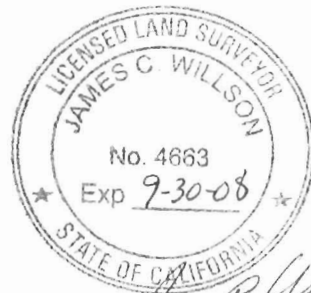
A portion of that certain 19.857 acres parcel labeled as "El Dorado Hills West, Inc." and delineated on that certain plat filed in Book 1 of Record of Surveys at Page 178, being a portion of the Southeast quarter of the Northwest Quarter of Section 22, Township 10 North, Range 8 East, M.D.M., more particularly described as follows:

BEGINNING AT A POINT, said point being delineated as "P.O.B." on Exhibit B attached hereto, from which point the Center Quarter Corner of the aforesaid Section 22, marked by a one and one half inch capped iron pipe stamped "RCE 20462, C ¼, S 22" set at the Southeast corner of the hereinabove described 19.857 acres parcel, bears North 88°45'11" East a distance of 422.05 feet; thence from said Point of Beginning, North 01°16'43" West a distance of 213.12 feet to a point that is fifty feet measured at right angles to the South or West of the centerline of a seasonal creek; thence along said line that is fifty feet measured at right angles to the South or West of and parallel with said seasonal creek centerline the following ten (10) courses; 1.) North 72°38'35" West a distance of 47.78 feet; 2.) North 33°21'39" West a distance of 81.03 feet; 3.) North 49°43'00" West a distance of 104.25 feet; 4.) North 67°28'33" West a distance of 54.06 feet; 5.) South 81°22'10" West a distance of 113.99 feet; 6.) North 77°54'52" West a distance of 96.90 feet; 7.) South 56°37'56" West a distance of 44.32 feet; 8.) South 87°09'51" West a distance of 191.90 feet; 9.) North 58°14'22" West a distance of 116.01 feet; 10.) North 37°37'21" West a distance of 107.82 feet to a point on the Southerly edge of the Green Valley Road right of way; thence along said right of way the following five (5) courses: 1.) North 82°38'58" East a distance of 396.71 feet; 2.) North 83°08'58" East a distance of 481.40 feet; 3.) North 71°56'57" East a distance of 168.92 feet; 4.) North 83°08'58" East a distance of 74.49 feet to a point of tangency; 5.) along the arc of a 5315.41 foot radius curve to the left, through a central angle of 01°26'25", being subtended by a chord of North 82°25'41" East, 133.87 feet, to a point on the North-South centerline of Section 22; thence leaving said right of way, along said centerline of said Section 22, South 00°41'49" East a distance of 676.80 feet to the aforementioned Center Quarter Corner; thence along the East-West centerline of said Section 22, South 88°45'11" West a distance of 422.05 feet to the Point of Beginning.

The parcel hereinabove described contains 9.86 acres more or less.

The Basis of Bearings for this description is identical to the meridian of that certain map filed for record with the El Dorado County Surveyor in Book 22 of Record of Surveys at Page 130, being Grid North, California State Plane Coordinate System, NAD 83, Zone 2. All distances shown are ground distances.

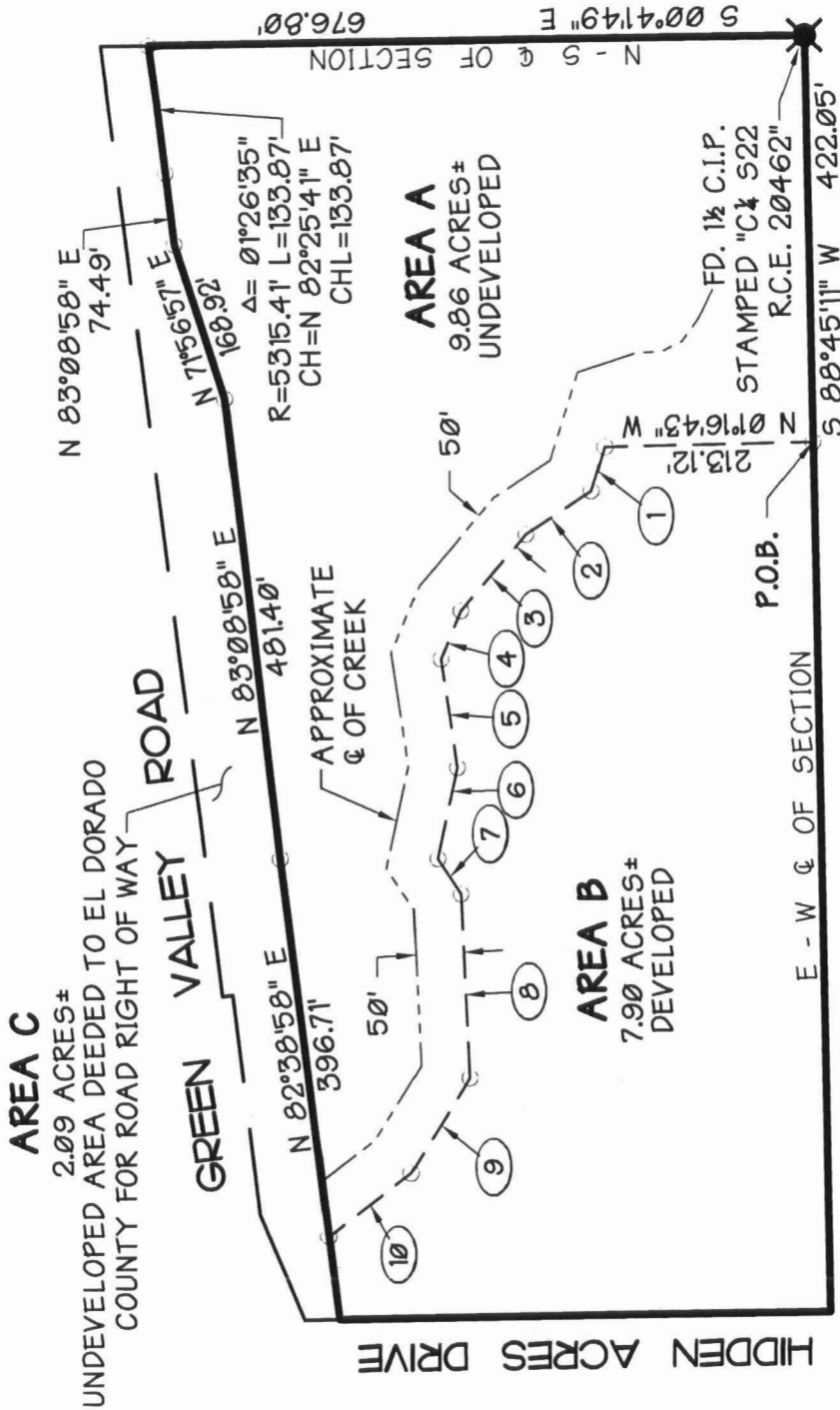
End of Description



James C. Willson
5-9-07

Exhibit B

A PORTION OF THE N.W. 1/4. OF SECTION 22, T. 10 N., R. 8 E., M.D.M.
 COUNTY OF EL DORADO, STATE OF CALIFORNIA



Tabulation

No	BEARING & DISTANCE
1	N 72°38'35" W 47.78'
2	N 33°21'39" W 81.03'
3	N 49°43'00" W 104.25'
4	N 67°28'33" W 54.06'
5	S 81°22'10" W 113.99'
6	N 77°54'52" W 96.90'
7	S 56°37'56" W 44.32'
8	S 87°09'51" W 191.90'
9	N 58°14'22" W 116.01'
10	N 37°37'21" W 107.82'



5044.01.04

CARLTON
 Engineering Inc.

3883 Ponderosa Road, Shingle Springs, CA 95682
 Voice 530.677.5515 Fax 530.677.6645

Exhibit B

Permitted Uses and Practices

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Easement, and they are not to be precluded, prevented, or limited by this Easement.

To engage in any and all Conservation uses of the Property in accordance with sound, generally accepted Conservation practices. For the purposes of this Easement "Conservation uses" shall be defined as general maintenance of property which may include understory clearing, tree thinning, clearing of dead and down wood, and firewood collection, however, that such Conservation uses shall not result in significant soil degradation, or significant pollution or degradation of any surface or subsurface waters.

To control predatory and problem animals by the use of selective control techniques.

To devote the Property for passive recreational or educational purposes that do not impact to the preservation, enhancement and/or restoration of Conservation Values

To utilize the Trail Easement for hiking.

To devote the Property to the preservation, enhancement, restoration and/or creation of Conservation Values.

Exhibit C

Prohibited Uses and Practices

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Easement and are expressly prohibited upon or within the Property:

The impairment of the protected value, except as otherwise provided herein.

The establishment of commercial or industrial uses or commercial timber harvesting.

Placing, or erection of any signs or billboards; except as provided in paragraph 2d of Easement.

The construction, reconstruction, or replacement of any road or structure except as provided in paragraph 6(f) of this Easement and paragraph 4 of Exhibit B of this Easement.

The use of motorized vehicles, except by Grantors or others under Grantor's control for Conservation, attendant residential use of the Property. Any use of motorized vehicles off of roadways is prohibited except when necessary for Conservation purposes.

The dumping or other disposal of wastes, refuse or debris on the Property, except for organic material generated by permitted Conservation uses on the Property; provided, that any such dumping or disposal of organic material shall be in accordance with applicable law and generally accepted Conservation management practices.

Any use, including those otherwise permitted under this Easement, which result in significant degradation of topsoil quality.

All restrictions that apply to _____ zoning as described in El Dorado County Zoning Ordinances.

9. Hold Harmless. Grantee shall hold harmless, indemnify, and defend Grantor and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "**Grantor Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes for action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with 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 Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Grantor Indemnified Parties