

DR/br  
7/1/81

WHEN RECORDED RETURN TO:  
Board of Supervisor's office.

OFFICIAL RECORDS  
EL DORADO COUNTY-CALIF.  
RECORD REQUESTED BY  
BOARD OF SUPERVISORS  
AUG 7 9 09 AM 1981  
DOROTHY CARR  
COUNTY RECORDER

GRANT OF OPEN-SPACE EASEMENT AGREEMENT

WITH COVENANTS

NO FEE

WHEREAS,

1. The undersigned ROGER WELT, a married man, herein called "Grantor", is the owner of the fee simple estate in and to that certain real property hereinafter called the "subject property", situated in the County of El Dorado, State of California, more particularly described in Exhibit "A" attached hereto.

2. It is the desire of Grantor to grant to the County of El Dorado, hereinafter called "County", an open-space easement on, upon, over, across, and under said subject property pursuant to Chapter 6.6 (commencing with Section 51070) of Part 1, Division 1, Title 5, of the Government Code, whereby Grantor relinquishes certain rights and enters into certain covenants relative to the subject property all as more particularly set forth.

3. The purpose of this grant of easement and its acceptance by the County of El Dorado is to keep the subject property in a natural condition as near as possible and to maintain said property as open-space land, the natural and scenic beauty of which may be enjoyed by the public.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged:

GRANT OF OPEN-SPACE EASEMENT

1. Grantor hereby grants to the County of El Dorado an open-space easement on, upon, over, across, above, and under the subject property and relinquishes to the public in perpetuity the right to construct improvements thereon.

COVENANTS

2. Grantor covenants and agrees for itself and its successors and assigns that Grantor, its successors or assigns singularly or in combination:

- (a) Shall not erect, construct, place or maintain or permit the erection,

30567

1 construction, placement or maintenance of any improvement, building or structure  
2 or other thing whatsoever on the subject property other than such improvements,  
3 buildings, structures, or other things existing on said property at the time  
4 of the granting of this easement and except for public service facilities in-  
5 stalled for the benefit of the subject land or public service facilities instal-  
6 led pursuant to an authorization by the County of El Dorado.

7 (b) Shall not use or permit the use of the subject property for any purpose  
8 except as open space consistent with the stated purposes, terms, conditions,  
9 restrictions and covenants of this easement, with the provisions of Chapter 6.6.  
10 (commencing with Section 51070) of Division 1, Part 1, Title 5, of the Govern-  
11 ment Code and with the findings of the Board of Supervisors of the County of  
12 El Dorado relative to the subject property pursuant to Government Code Section  
13 51084.

14 (c) Shall not use or allow others to use the subject property or any  
15 portion thereof as a parking lot, storage area, or dump site, or otherwise  
16 deposit or allow to be deposited on said subject property or any portion thereof  
17 temporarily or otherwise anything whatsoever which is not indigenous or natural  
18 to said subject property.

19 (d) Shall not cover or cause the subject property to be covered in whole  
20 or in part with any asphalt, stone, concrete or other material which does not  
21 constitute natural cover for the land nor otherwise disturb the natural cover  
22 of the land.

23 (e) Shall not mine, extract, sever or remove nor permit or cause to be  
24 mined, extracted, severed or removed, any natural resource found or located on,  
25 above, or under said subject property or otherwise engage in or permit on the  
26 subject property any activity which will or may destroy the unique physical and  
27 scenic characteristics of the subject property. except as provided in "g"

28 (f) Shall not divide or subdivide the subject property or otherwise

1 convey (other than under threat of condemnation) a portion of such property  
2 less than the whole to one or more parties or convey said property to two or  
3 more properties each of whom acquire title to less than the whole of the subject  
4 property.

5 (g) Shall not cut, uproot or remove or permit the cutting, uprooting, or  
6 removal of timber or trees found or located on said subject property except as  
7 may be required for fire prevention, thinning, elimination of diseased growth  
8 or similar preventive measures or for the harvest of trees in a manner compat-  
9 ible with scenic purposes.

10 (h) Shall not cut, uproot or remove, or permit the cutting, uprooting, or  
11 removal of natural growth found or located on said subject property except as  
12 may be required for fire prevention, thinning, elimination of diseased growth  
13 or similar preventive measures in a manner compatible with scenic purposes.

14 (i) Shall not excavate or grade or permit any excavation or grading to  
15 be done or place or allow to be placed any sand, soil, rock, gravel, or any  
16 material whatsoever on the subject property; provided, however, that Grantor,  
17 its successors or assigns may, with the prior written consent and approval of  
18 the County of El Dorado, excavate, grade or place sand, soil, rock or gravel or  
19 other material on the subject property as is reasonably necessary for the use-  
20 thereof consistent with the stated purposes, terms, conditions, restrictions,  
21 and covenants of this easement.

22 (j) Shall not operate or permit the operation on the subject property of  
23 any motor bike, trail bike, go cart or other motor-driven vehicle or motor-  
24 powered vehicle except those motor vehicles reasonably necessary for the use  
25 and convenience of Grantor and the accomplishment of the purpose for which the  
26 subject property is used pursuant to the terms and conditions, restrictions,  
27 and covenants set forth for subject property.

28 RIGHT TO PREVENT PROHIBITED USE

1 3. Grantor hereby grants to the County of El Dorado, its successors and  
2 assigns for the terms of this easement, the right, but not the obligation to  
3 enter upon the subject property for the purpose of removing any building,  
4 structure, improvement or other thing whatsoever constructed, erected, placed,  
5 stored, deposited or maintained on the subject property contrary to the stated  
6 purposes of this easement or to any term, condition, restriction or covenant of  
7 this easement or to prevent or prohibit any activity which is contrary to the  
8 stated purposes, terms, conditions, restrictions or covenants of this easement  
9 or which will or may destroy the unique physical and scenic characteristics of  
10 the subject property.

11 ENFORCEMENT

12 4. The stated purposes, terms, conditions, restrictions and covenants  
13 set forth herein and each and all of them may be specifically enforced or en-  
14 joined by proceedings in the Superior Court of the State of California.

15 NO AUTHORIZATION FOR PUBLIC TRESPASS

16 5. The granting of this easement and its acceptance by the County of  
17 El Dorado does not authorize and is not to be construed as authorizing the  
18 public or any member thereof to trespass upon or use all or any member thereof  
19 any tangible rights in or to the subject property or the right to go upon or  
20 use or utilize the subject property in any manner whatsoever. It is understood  
21 that the purpose of this easement is solely to restrict the uses to which the  
22 subject property may be put so that said property may be kept as near as possible  
23 in its natural condition.

24 RESERVATION OF USE BY GRANTOR

25 6. Grantor reserves the right to use the subject property in any manner  
26 consistent with the stated purposes, terms, conditions, restrictions and  
27 covenants of this easement and with existing zoning and other laws, rules and  
28 regulations of the State of California and the County of El Dorado, their

1 successors or assigns as such laws, rules and regulations may hereafter from  
2 time to time be amended.

3 CONDEMNATION

4 7. In the event the subject property or some portion thereof during the  
5 term of this easement is sought to be condemned for public use, the easement  
6 in each and every term, condition, restriction and covenant contained herein  
7 shall terminate as of the time of the filing of the complaint in condemnation  
8 as to that portion of the subject property sought to be taken for public use  
9 only, but shall remain in effect relative to all other portions of said subject  
10 property. The Grantor shall be entitled to such compensation for the taking as  
11 he would have been entitled had the subject property not been burdened by this  
12 easement; provided, however, that each and every stated term, condition, restric-  
13 tion and covenant of this easement shall be observed by Grantor, its successors  
14 or assigns, during the pendency of such action and provided further that in the  
15 event such action is abandoned prior to the recordation of a final order of  
16 condemnation relative to the subject property or some portion thereof or the  
17 subject property or some portion thereof is not actually acquired for a public  
18 use, said subject property shall, at the time of such abandonment, or at the  
19 time it is determined that such property shall not be taken for public use,  
20 once again be subject to this easement and to each and every stated purpose,  
21 term, condition, restriction and covenant of this easement.

22 AMENDMENT OR ABANDONMENT

23 8. This easement shall not be rescinded, altered, amended or abandoned in  
24 whole or in part as to the property or any portion thereof or as to any term,  
25 condition, restriction or covenant of this easement without the prior written  
26 consent of the County of El Dorado and the California Tahoe Regional Planning  
27 Agency, or its successor agencies, and it is specifically understood that the  
28 County of El Dorado shall not abandon this easement in any particular, unless it

1 finds that no public purpose described in subdivision (b) of Section 51084 of  
2 the Government Code will be served any longer by keeping the subject property as  
3 open space.

4 ENFORCEABLE RESTRICTION

5 9. This easement and each and every term, condition, restriction, and  
6 covenant contained herein is intended for the benefit of the public and consti-  
7 tutes and enforceable restriction pursuant to the provisions of Section 8, of  
8 Article XIII of the California Constitution and Chapter 6.6(commencing with  
9 Section 51070) of Part 1, Division 1, Title 5, of the Government Code and shall  
10 bind Grantor and its successors and assigns and each and all of them and shall  
11 and is intended to run with the land.

12  
13 DATE: 7/28/81

14 BY R. W. Walt  
(Grantor)

15 BY \_\_\_\_\_  
16 (Grantor)

17 ACCEPTANCE OF OPEN-SPACE EASEMENT AGREEMENT WITH COVENANTS

18 Pursuant to the provisions of Chapter 6.6 of Part 1, Division 1, Title 5,  
19 of the Government Code (commencing with Section 51070), the County of El Dorado  
20 hereby accepts this grant of open-space easement agreement with covenants on  
21 this 4th day of August, 1981.

22 COUNTY OF EL DORADO

23 BY Joseph J. Flynn  
Chairman  
24 Board of Supervisors

25 ATTEST:

26 John Dudgeon

STATE OF CALIFORNIA

COUNTY OF El Dorado

ss.

On this 28th day of July in the year one thousand nine hundred and 91 before me, Mary J. Noble a Notary Public, State of California, duly commissioned and sworn, personally appeared Roger Welt

known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of El Dorado the day and year in this certificate first above written.

Mary J. Noble Notary Public, State of California

My commission expires Mary J. Noble

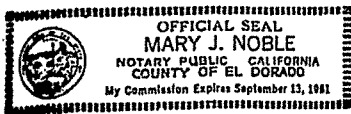


EXHIBIT "A"

The land referred to in this report is described as follows:

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

Lot 70, as shown on that certain map entitled "Angora Highlands Unit No. 2", filed in the office of the County Recorder of said County on January 23, 1968, in Map Book "E" at page 2.

END OF DOCUMENT

BOOK 2002 PAGE 192

16-0799 C Page 8 of 8