APPENDIX B

Trail Easements

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

Recording Requested By:
Aronowitz & Skidmore, Inc.

When Recorded Mail To:
Paul S. Aronowitz, Esq.
Aronowitz & Skidmore, Inc.
200 Auburn Folsom Road, Suite 305
Auburn, CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2011-0045644-00
PLACER TITLE - RECORDING
TUESDAY, JUN 14, 2011 8:00:00

MIC	$3.00	AUT	$40.00	SBS	$39.00
ERD	$1.00	RED	$1.00	REC	$48.00
ADD	$0.00				

Ttl Pd $132.00 Rcpt # 02126333
clkhlmlfj1/ST/1-40

GRANT OF EASEMENT AND EASEMENT USE AGREEMENT

This Grant of Easement and Easement Use Agreement (the "Agreement") is executed effective as of this 10th day of June, 2011 by and between **HARVEGO REAL ESTATE LLC**, a California limited liability company ("Harvego"), **PETER M. CASWELL AND JACQUELINE F. CASWELL, TRUSTEES OF THE PETER & JACQUELINE CASWELL TRUST DATED NOVEMBER 11, 1998** ("Caswell"), **PLACER LAND TRUST**, a California nonprofit public benefit corporation ("PLT"), and the **COUNTY OF PLACER**, a political subdivision of the State of California (the "County").

I. RECITALS

A. Harvego is owner of certain real property located in Placer County, California, and more particularly described on **Exhibit A** attached hereto and by reference incorporated herein (the "Harvego Property").

B. Caswell is owner of certain real property located in Placer County, California, and more particularly described on **Exhibit B** attached hereto and by reference incorporated herein (the "Caswell Property").

C. PLT is owner of certain real property located in Placer County, California, and more particularly described on **Exhibit C** attached hereto and by reference incorporated herein (the "PLT Property").

D. The County is owner of a Conservation Easement over the PLT Property and more particularly described on **Exhibit D** attached hereto and by reference incorporated herein (the "County Conservation Easement").

E. Harvego and Caswell each desire to grant to PLT and the County a non-exclusive access easement over each's Harvego Property and Caswell Property for the benefit of the PLT Property and the County Conservation Easement, subject to those terms and conditions as herein set forth.

NOW THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows;

II. GRANT OF EASEMENT

Harvego hereby grants to PLT and the County a non-exclusive easement over that portion of the Harvego Property as shown on **Exhibit E** and as described in **Exhibit E-1,** attached hereto and by reference incorporated herein, and Caswell hereby grants to PLT and the County a non-exclusive easement over that portion of the Caswell Property as shown on **Exhibit E** and as described in **Exhibit E-1,** (together, the "Access Easement") for ingress, egress and utilities of all types and without limitation, on, over, in, and beneath the Harvego Property and the Caswell Property, including, but not limited to, public road purposes, and such related (a) improvements, works of construction, embankments, supports, grades, drainage, and maintenance, (b) soil and slope support, drainage control measures, and (c) landscaping and foliage control measures, without limitation, as reasonable and convenient use, and sound and prudent engineering and construction practices shall require, or as necessary to satisfy the requirements of the County of Placer and the requirements of all other governmental agencies which now or hereafter have jurisdiction over the Harvego Property and the Caswell Property, and shall include all secondary easements to enter upon the Harvego Property and the Caswell Property for purposes of survey, engineering, soil studies, inspection, construction, repair, maintenance, and replacement, and the right to reconstruct all easement facilities to comply with future governmental requirements, including safety measures and road width requirements, so as to assure the continued ingress and egress to the PLT Property. The width of said Access Easement as shown on Exhibits E and E-1 may be expanded to include such adjacent area as the County may determine to be required in accordance with generally accepted engineering standards to accommodate any necessary cuts and fill slopes required to construct a roadway within the boundaries of the Access Easement. The Access Easement shall be for the benefit of and appurtenant to the PLT Property.

III. USE OF EASEMENT

PLT and the County shall be entitled to make the following uses of the Access Easement:

1. Improvements Required for Public Use. PLT and the County may allow use of the Access Easement by the general public only after: (1) the completion of an operations, management and recreation plan for the PLT Property (the "Plan") as provided in the County Conservation Easement and, (2) the improvement of the road in the Access Easement to a minimum standard, consisting of a road with an all-weather roadway surface of not less than twenty feet (20') in width, which satisfies the County that it is suitable for use by the public in general, it being expressly understood that the Plan may call for the engineering and construction of the road in stages before it is constructed to the full standard as set forth in the Plan, and it being further expressly understood that the road may be improved by parties other than the County.

2. No Use By General Public Until Improved. Until completion of improvements to Access Easement to a minimum standard as set forth in Article III, Section 1, above, the use of the Access Easement by PLT and the County shall be limited to non-public uses, i.e. management and maintenance of the PLT Property and the County Conservation Easement in accordance with the Plan, the terms of the County Conservation Easement and/or any applicable local, state or federal regulatory requirements. PLT shall also have the right to use the Access Easement to periodically bring scheduled small group tours that are under the control of and guided by PLT.

3. Reduction of Area of Easement Upon Completion of Improvements. Upon construction of the improvements to the full standard as set forth in the Plan, the County shall notify Harvego and Caswell in writing. Harvego and/or Caswell may request in writing PLT and the County relinquish and quitclaim all rights to that portion of the Access Easement not needed for roadway purposes. In the event Harvego and/or Caswell so requests, County shall prepare, in coordination with Harvego and Caswell, a quitclaim deed for recordation by Harvego and/or Caswell as to that portion of the Access Easement not needed, and the legal description for the County Access Easement as described herein shall be modified accordingly.

IV. GENERAL PROVISIONS

1. Separate and Independent Easement Rights—No Joint-Tenancy. This Agreement shall not be interpreted to create any sort of joint-tenancy interest by and between PLT and the County in the Access Easement. This Agreement creates legally separate and distinct rights of use which are for the benefit of each PLT and the County. PLT is the owner in fee simple of the PLT Property and that the County is the owner of the County Conservation Easement, and PLT and the County are each entitled to fully and independently use, in accordance with this Agreement, the Access Easement as either party sees fit and necessary in conjunction with that party's own legally separate and distinct property interest. This Agreement creates separately enforceable rights for PLT and the County; provided, however, it is expressly acknowledged by PLT and the County that this grant creates only one easement and that PLT'S and the County's rights to the use of the Access Easement arise from their ownership rights in and to the PLT Property (i.e., fee and conservation easement respectively).

2. Binding Effect. Each and all of the easements, covenants, conditions and restrictions set forth in this Agreement shall run with and bind the Harvego Property, the Caswell Property, the PLT Property and County Easement. All covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes. All easements, covenants, conditions and restrictions set forth in this Agreement shall benefit and be binding upon each Party and their respective heirs, successors and assigns and shall create reciprocal rights and obligations, and privity of contract and estate between and among the Parties and their respective heirs, successors and assigns.

3. Amendment. Excepting for a reduction of the area of the Access Easement in accordance with section III(3) above, no amendment, modification, or supplement to this Agreement shall be

binding on any of the Parties unless it is in writing and signed by the Parties in interest at the time of the modification.

4. Warranty of Authority. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

5. Further Actions. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

6. Construction. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

7. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

8. Attorney's Fees. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term **"Prevailing Party"** shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

9. Governing Law. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any action brought to enforce this Agreement shall be filed in the Superior Court for the State of California for the County of Placer.

10. Entire Agreement. This Agreement and all Exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

11. Notice. All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (1) when hand delivered to the other party; or (2) by mail, three business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (3) the next business day after same have been deposited with a commercially recognized overnight delivery service reasonably approved by the parties, postage prepaid addressed to the parties as set forth below with the next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (4) such other method of notice as the parties may otherwise mutually agree to in writing from time to time, including but not limited to notice in electronic format. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph, and that any person to be given notice actually receives such notice. A party may change or supplement the addresses given below, or designate additional addresses, for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

12. List of Exhibits. The following Exhibits are referred to herein and attached hereto: **Exhibit A** – the Harvego Property; **Exhibit B**- the Caswell Property; **Exhibit C** – the PLT Property; **Exhibit D** – the County Conservation Easement; and **Exhibits E and E-1** – Access Easement.

13. Signatures and Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Agreement has been executed on the date listed below.

HARVEGO REAL ESTATE, LLC, a California limited liability company

By: _____ LLOYD H. HARVEGO Dated: 6-13-11

Its: Manager

Address for Notice:
2356 Gold Meadow Way, Suite 201
Gold River, CA 95670
Telephone: (916)852-2770
Facsimile: (916)852-2778

PETER & JACQUELINE CASWELL TRUST DATED NOVEMBER 11, 1998

_____ Dated: 6/10/11

Peter M. Caswell, Trustee

_____

Jacqueline F. Caswell, Trustee

Address for Notice:
893 Noe Street
San Francisco, CA 94116
Telephone: (650)346-8915
Facsimile: (___)___-____

PLACER LAND TRUST, a California nonprofit public benefit corporation

_____ Dated: 6-9-11

By: Fred Yeager
Its: President

_____ 6-10-11

By: Greg McKenzie
Its: Treasurer

Address for Notice:
Placer Land Trust
Attn: Executive Director
11611 Blocker Drive, Suite 110
Auburn, CA 95603
Telephone: (530) 887-9222
Facsimile: (530) 887-7720

PLACER COUNTY

By: James Durfee
Its: Director of Facility Services

Dated: 6/13/2011

Address for Notice:
County of Placer
Department of Facility Services
Property Management Division
11476 C Avenue
Auburn CA, 95603
Telephone: (530) 886-4900
Facsimile: (530) 889-6809

Approved as to Form:

Placer County Counsel

Dated: 6/13/11

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On JUNE 9, 2011, before me, DEBORAH K. YUE, Notary Public in and for said County and State, personally appeared FRED YEAGER, who 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.

I certify under PENALTY OF PERJURY under the laws of the Sate of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

Notary Public in and for said County and State
DEBORAH K. YUE

(Space above for official notarial area.)

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On JUNE 10, 2011, before me, DEBORAH K. YUE, Notary Public in and for said County and State, personally appeared PETER M. CASWELL AND JACQUELINE F. CASWELL AND GREGG MCKENZIE who 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.

I certify under PENALTY OF PERJURY under the laws of the Sate of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

Notary Public in and for said County and State
DEBORAH K. YUE

(Space above for official notarial area.)

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On JUNE 13, 2011, before me, DEBORAH K. YUE, Notary Public in and for said County and State, personally appeared LLOYD H. HARVEGO, who 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.

I certify under PENALTY OF PERJURY under the laws of the Sate of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

Notary Public in and for said County and State
DEBORAH K. YUE

(Space above for official notarial area.)

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On JUNE 13, 2011, before me, DEBORAH K. YUE, Notary Public in and for said County and State, personally appeared JAMES W. DURFEE, who 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.

I certify under PENALTY OF PERJURY under the laws of the Sate of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

Notary Public in and for said County and State
DEBORAH K. YUE

(Space above for official notarial area.)

ACCEPTANCE

This is to certify that the interest in real property described in this Grant of Easement and Easement Use Agreement is hereby accepted on behalf of the public by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to the authority conferred by Resolution No. 2011-93 as approved by the Board of Supervisors on April 12, 2011, and the Grantee consents to the recordation thereof by its duly authorized agent.

Dated 6/13/2011

James Durfee
Director of Facility Services

Exhibit A – the Harvego Property

Legal Description for Resultant Lot 1

EXHIBIT "A"

TO GRANT OF EASEMENT AND EASEMENT USE AGREEMENT
(THE HARVEGO PROPERTY)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

RESULTANT LOT 1
A PORTION OF THE TRACT OF LAND DESCRIBED AS PARCEL TWO IN THE GRANT DEED TO THE CALLAHAN FAMILY TRUST AND THE WATSON FAMILY TRUST RECORDED IN INSTRUMENT NO. 98-0047102, OFFICIAL RECORDS PLACER COUNTY, LOCATED IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., PLACER COUNTY, CALIFORNIA AND A PORTION OF THE TRACTS OF LAND DESCRIBED AS PARCEL ONE AND PARCEL TWO IN THE GRANT DEED TO MICHAEL B. WATSON AND CONSTANCE C. WATSON RECORDED IN INSTRUMENT NO. 2004-0019428, OFFICIAL RECORDS PLACER COUNTY, LOCATED IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M, PLACER COUNTY, CALIFORNIA.

ALL THOSE PORTIONS OF THE ABOVE DESCRIBED PARCELS LYING WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL TWO CONVEYED IN INSTRUMENT NO. 2004-0019428, A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED SECTION 1, AND FROM SAID POINT THE NORTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 88 DEGREES 46 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 2524.58 FEET; THENCE FROM THE POINT OF BEGINNING, LEAVING SAID NORTH LINE SOUTH 04 DEGREES 06 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 2004.74 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED PARCEL ONE CONVEYED IN INSTRUMENT NO. 2004-0019428; THENCE SOUTH 89 DEGREES 06 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 700.68 FEET; THENCE SOUTH 58 DEGREES 36 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 200.28 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL ONE; THENCE ALONG THE SOUTHEASTERLY, SOUTHERLY AND WESTERLY LINES OF THE ABOVE DESCRIBED PARCEL TWO CONVEYED IN INSTRUMENT NO. 98-0047102 THE FOLLOWING SIX (6) CONSECUTIVE COURSES AND DISTANCES:

1) SOUTH 39 DEGREES 33 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 393.42 FEET;

2) NORTH 80 DEGREES 35 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 453.13 FEET;
3) NORTH 19 DEGREES 35 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 575.48 FEET;
4) NORTH 28 DEGREES 03 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 124.71 FEET;
5) NORTH 45 DEGREES 34 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 464.92 FEET; AND
6) NORTH 54 DEGREES 04 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 502.20 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL TWO CONVEYED IN INSTRUMENT NO. 2004-0019428; THENCE ALONG THE SOUTHWESTERLY AND WESTERLY LINES OF SAID PARCEL TWO THE FOLLOWING FOUR (4) CONSECUTIVE COURSES AND DISTANCES:

1) NORTH 51 DEGREES 35 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 379.97 FEET;
2) NORTH 48 DEGREES 30 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 599.70 FEET;
3) NORTH 07 DEGREES 17 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 311.82 FEET; AND
4) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 104.84 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID PARCEL TWO, A POINT ON THE NORTH LINE OF SAID SECTION 1;
THENCE NORTH 88 DEGREES 46 MINUTES 36 SECONDS EAST ALONG SAID NORTH SECTION LINE FOR A DISTANCE OF 1143.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION ENCOMPASES ONE LEGAL PARCEL OF LAND AS APPROVED BY MINOR BOUNDARY LINE ADJUSTMENT NO. 20060582.

APNS: 026-370-043 AND 044

Exhibit B- the Caswell Property

Legal Description for Resultant Lots 2 & 3

EXHIBIT "B"

TO THE GRANT OF EASEMENT AND EASEMENT USE AGREEMENT
(CASWELL PROPERTY)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF THE TRACT OF LAND DESCRIBED AS PARCEL TWO IN THE GRANT DEED TO THE CALLAHAN FAMILY TRUST AND THE WATSON FAMILY TRUST RECORDED IN INSTRUMENT NO.98-0047102, OFFICIAL RECORDS PLACER COUNTY, LOCATED IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., PLACER COUNTY, CALIFORNIA AND A PORTION OF THE TRACTS OF LAND DESCRIBED AS PARCEL ONE AND PARCEL TWO IN THE GRANT DEED TO MICHAEL B. WATSON AND CONSTANCE C. WATSON RECORDED IN INSTRUMENT NO. 2004-0019428, OFFICIAL RECORDS PLACER COUNTY, LOCATED IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., PLACER COUNTY, CALIFORNIA.

ALL THOSE PORTIONS OF THE ABOVE DESCRIBED PARCELS LYING WITHIN THE FOLLOWING DESCRIBED LINES.

BEGINNING AT A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL TWO CONVEYED IN INSTRUMENT NO. 2004-0019428, A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED SECTION 1, AND FROM SAID POINT THE NORTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 88 DEGREES 46 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 2524.58 FEET; THENCE FROM THE POINT OF BEGINNING, LEAVING SAID NORTH LINE SOUTH 04 DEGREES 06 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 2004.74 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED PARCEL ONE CONVEYED IN INSTRUMENT NO. 2004-0019428; THENCE ALONG THE SOUTHWESTERLY LINES OF SAID PARCEL ONE THE FOLLOWING TWO (2) CONSECUTIVE COURSES AND DISTANCES:

1) NORTH 89 DEGREES 06 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL ONE FOR A DISTANCE OF 229.32 FEET; AND
2) SOUTH 35 DEGREES 54 MINUTES 00 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL ONE FOR A DISTANCE OF 275.03 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 24

DEGREES 03 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 2465.90 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF PARCEL TWO CONVEYED IN INSTRUMENT NO. 2004-0019428, A POINT ON THE NORTH LINE OF SECTION 1, AND FROM SAID POINT THE NORTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 88 DEGREES 46 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 984.47 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1540.11 FEET TO THE POINT OF BEGINNING.

APN: 026-370-045 AND 046

PARCEL TWO:

A PORTION OF THE TRACT OF LAND DESCRIBED AS PARCEL TWO IN THE GRANT DEED TO THE CALLAHAN FAMILY TRUST AND THE WATSON FAMILY TRUST RECORDED IN INSTRUMENT NO. 98-0047102, OFFICIAL RECORDS PLACER COUNTY, LOCATED IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., PLACER COUNTY, CALIFORNIA AND A PORTION OF THE TRACTS OF LAND DESCRIBED AS PARCEL ONE AND PARCEL TWO IN THE GRANT DEED TO MICHAEL B. WATSON AND CONSTANCE C. WATSON RECORDED IN INSTRUMENT NO. 2004-0019428, OFFICIAL RECORDS PLACER COUNTY, LOCATED IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M, PLACER COUNTY, CALIFORNIA.

ALL THOSE PORTIONS OF THE ABOVE DESCRIBED PARCELS LYING WITHIN THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ALONG THE EAST LINE OF THE ABOVE DESCRIBED PARCEL ONE CONVEYED IN INSTRUMENT NO. 2004-0019428, A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED SECTION 1, AND FROM SAID POINT THE NORTHEAST CORNER OF SAID SECTION 1 BEARS NORTH 00 DEGREES 57 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 848.81 FEET; THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE SOUTH 52 DEGREES 44 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 2458.90 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL ONE; THENCE NORTH 35 DEGREES 54 MINUTES 00 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE FOR A DISTANCE OF 80.17 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 24 DEGREES 03 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 2465.90 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL TWO CONVEYED IN INSTRUMENT NO. 2004-0019428, A POINT ON THE NORTH LINE OF SAID SECTION 1; THENCE NORTH 88 DEGREES 46 MINUTES 36 SECONDS EAST ALONG SAID NORTH SECTION LINE FOR A DISTANCE OF 984.47 FEET TO THE NORTHEAST CORNER OF SAID

PARCEL ONE BEING THE NORTHEAST CORNER OF SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF SAID PARCEL ONE SOUTH 00 DEGREES 57 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 848.41 FEET TO THE POINT OF BEGINNING.

APN: 026-370-047 AND 048

Exhibit C – the PLT Property

Insert Legal Description or recording information for Harvego Bear River Preserve (Bruin Ranch)

EXHIBIT "C"

(TO GRANT OF EASEMENT AND EASEMENT USE AGREEMENT)
(PLACER LAND TRUST PROPERTY)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

APNS: 026-020-012 AND 013

PARCEL TWO:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B.& M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25,

TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH LIES IN PLACER COUNTY.

APNS: 026-020-009 AND 011

PARCEL THREE:

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

APN: 026-061-003

PARCEL FOUR:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCELS ONE THROUGH THREE ABOVE AS SET FORTH AND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED JUNE 19, 1998, AS INSTRUMENT NO, 98-0047099, 98-0047100, 98-0047102, AND 98-0047103, OFFICIAL RECORDS, AND AS AMENDED BY AN INSTRUMENT RECORDED APRIL 6, 2000 AS INSTRUMENT NO. 2000-0023218

PARCEL FIVE:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

PARCEL TEN:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED ON APRIL 25, 1977, IN BOOK 1832, AT PAGE 385, PLACER COUNTY OFFICIAL RECORDS.

PARCEL ELEVEN:

AN EASEMENT 50 FEET IN WIDTH APPURTENANT TO PARCELS SIX AND SEVEN ABOVE OVER AN EXISTING ROADWAY LOCATED IN THE WEST HALF OF SECTION 10, THE NORTHEAST QUARTER OF SECTION 10, AND THE WEST HALF OF SECTION 11, ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 10 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS NORTH 00 DEGREES 10'06" WEST 2133.23 FEET; THENCE FROM SAID POINT OF BEGINNING FOLLOWING ALONG THE CENTERLINE OF AN EXISTING ROADWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 64 DEGREES 38'04" EAST 231.43 FEET; SOUTH 45 DEGREES 43'10" EAST 426.44 FEET; SOUTH 69 DEGREES 45'45" EAST 286.51; NORTH 53 DEGREES 59'10" EAST 438.84 FEET; SOUTH 77 DEGREES 52'03" EAST 303.33 FEET; SOUTH 70 DEGREES 21'07" EAST 203.08 FEET; SOUTH 59 DEGREES 39'03" EAST 193.48 FEET; SOUTH 75 DEGREES 57'57" EAST 203.25 FEET; SOUTH 83 DEGREES 37'59" EAST 275.43 FEET; SOUTH 83 DEGREES 11'57" EAST 580.80 FEET; SOUTH 88 DEGREES 14'07" EAST 913.74 FEET; NORTH 53 DEGREES 34'28" EAST 156.51 FEET; NORTH 61 DEGREES 24'16" EAST 566.00 FEET; NORTH 48 DEGREES 27'58" EAST 370.45 FEET; NORTH 62 DEGREES 00'58" EAST 243.94 FEET; NORTH 65 DEGREES 03'28" EAST 258.89 FEET; SOUTH 77 DEGREES 10'07" EAST 258.05 FEET; SOUTH 50 DEGREES 56'52" EAST 579.20 FEET; SOUTH 22 DEGREES 21'03" WEST 221.03 FEET; SOUTH 44 DEGREES 08'57" EAST 168.60 FEET; SOUTH 61 DEGREES 16'46" EAST 152.83 FEET; SOUTH 88 DEGREES 31'02" EAST 329.19 FEET; NORTH 74 DEGREES 40'08" EAST 168.46 FEET; SOUTH 83 DEGREES 12'09" EAST 209.37 FEET; SOUTH 58 DEGREES 39'39" EAST 205.29 FEET; SOUTH 21 DEGREES 32'49" EAST 414.40 FEET; SOUTH 13 DEGREES 18'24" EAST 268.18 FEET; TO THE END OF THE EASEMENT HEREIN DESCRIBED AS GRANTED IN DEED RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014536.

SAID EASEMENT BEING THE SAME EASEMENT DESCRIBED FIRST IN EXHIBITS A, B, AND C OF THE PARCEL MAP WAIVER NO. P73170W RECORDED APRIL 8, 1980 IN BOOK 2245, PAGE 218 OFFICIAL RECORDS.

PARCEL TWELVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT DEEDS RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 2005-0013289 AND JUNE 24, 2005 AS INSTRUMENT NO. 2005-0081571 OFFICIAL RECORDS.

PARCEL THIRTEEN:

A NON-EXCLUSIVE EASEMENT FOR A ROADWAY AND UTILITIES OVER LAND DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO FLORENCE P.C. FANG ON SEPTEMBER 16, 2003 RECORDED AS DOCUMENT NO. 2003-0158548, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FOOT WIDE LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND, FROM SAID POINT OF BEGINNING THE NORTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 89 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1720.62 FEET; THENCE ALONG SAID PROPOSED CENTERLINE SOUTH 33 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 410.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 40 SECONDS A LENGTH OF 107.45 FEET AND A CHORD BEARING SOUTH 38 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 107.31 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 173.76 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 32 SECONDS, A LEGNTH OF 132.91 FEET AND A CHORD BEARING SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 132.64 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 265.49 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 41 SECONDS, A LENGTH OF 269.32 FEET AND A CHORD BEARING SOUTH 38 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 268.52 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF

250.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 39 MINUTES 20 SECONDS, A LENGTH OF 203.57 FEET AND A CHORD BEARING SOUTH 23 DEGREES 11 MINUTES 38 SECONDS EAST A DISTANCE OF 198.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 119.96 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 55 SECONDS A LENGTH OF 168.06 FEET AND A CHORD BEARING SOUTH 08 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 167.51 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 44 SECONDS, A LENGTH OF 329.92 FEET AND A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 327.59 FEET; THENCE SOUTH 07 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 475.59 FEET TO THE CENTERLINE OF AN EXISTING 50 FOOT WIDE ROADWAY AND PUBLIC UTILITY EASEMENT AS RECORDED IN BOOK 2245, AT PAGE 218, OFFICIAL RECORDS OF PLACER COUNTY.

THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID NORTHERLY BOUNDARY AND THE NORTH BOUNDARY OF SAID EXISTING ROADWAY AND PUBLIC UTILITY EASEMENT.

Exhibit D – the County Conservation Easement

Insert Recording information for County Conservation Easement

EXHIBIT "D"

(TO GRANT OF EASEMENT AND EASEMENT USE AGREEMENT)
(COUNTY CONSERVATION EASEMENT)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

APNS: 026-020-012 AND 013

PARCEL TWO:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B.& M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25,

TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH LIES IN PLACER COUNTY.

APNS: 026-020-009 AND 011

PARCEL THREE:

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

APN: 026-061-003

PARCEL FOUR:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCELS ONE THROUGH THREE ABOVE AS SET FORTH AND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED JUNE 19, 1998, AS INSTRUMENT NO, 98-0047099, 98-0047100, 98-0047102, AND 98-0047103, OFFICIAL RECORDS, AND AS AMENDED BY AN INSTRUMENT RECORDED APRIL 6, 2000 AS INSTRUMENT NO. 2000-0023218

PARCEL FIVE:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING OUTSIDE OF PLACER COUNTY.

APNS: 026-061-001 AND 068 (PORTION)

PARCEL SIX:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 3 IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M.

APNS: 026-061-007 AND 051

PARCEL SEVEN:

THAT PARCEL OF LAND DESCRIBED IN DEED TO ALLAN Y. WU RECORDED ON MARCH 4, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY ON DOCUMENT NUMBER 91-011403, OFFICIAL RECORDS, BEING A PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, PLACER COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, OF THE MOUNT DIABLO BASE AND MERIDIAN.

APN: 026-061-068 (PORTION)

PARCEL EIGHT:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (B), AT PAGE 244 OF SAID INSTRUMENT.

PARCEL NINE:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK, 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (A) AT PAGE 244 OF SAID INSTRUMENT.

PARCEL TEN:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED ON APRIL 25, 1977, IN BOOK 1832, AT PAGE 385, PLACER COUNTY OFFICIAL RECORDS.

PARCEL ELEVEN:

AN EASEMENT 50 FEET IN WIDTH APPURTENANT TO PARCELS SIX AND SEVEN ABOVE OVER AN EXISTING ROADWAY LOCATED IN THE WEST HALF OF SECTION 10, THE NORTHEAST QUARTER OF SECTION 10, AND THE WEST HALF OF SECTION 11, ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 10 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS NORTH 00 DEGREES 10'06" WEST 2133.23 FEET; THENCE FROM SAID POINT OF BEGINNING FOLLOWING ALONG THE CENTERLINE OF AN EXISTING ROADWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 64 DEGREES 38'04" EAST 231.43 FEET; SOUTH 45 DEGREES 43'10" EAST 426.44 FEET; SOUTH 69 DEGREES 45'45" EAST 286.51; NORTH 53 DEGREES 59'10" EAST 438.84 FEET; SOUTH 77 DEGREES 52'03" EAST 303.33 FEET; SOUTH 70 DEGREES 21'07" EAST 203.08 FEET; SOUTH 59 DEGREES 39'03" EAST 193.48 FEET; SOUTH 75 DEGREES 57'57" EAST 203.25 FEET; SOUTH 83 DEGREES 37'59" EAST 275.43 FEET; SOUTH 83 DEGREES 11'57" EAST 580.80 FEET; SOUTH 88 DEGREES 14'07" EAST 913.74 FEET; NORTH 53 DEGREES 34'28" EAST 156.51 FEET; NORTH 61 DEGREES 24'16" EAST 566.00 FEET; NORTH 48 DEGREES 27'58" EAST 370.45 FEET; NORTH 62 DEGREES 00'58" EAST 243.94 FEET; NORTH 65 DEGREES 03'28" EAST 258.89 FEET; SOUTH 77 DEGREES 10'07" EAST 258.05 FEET; SOUTH 50 DEGREES 56'52" EAST 579.20 FEET; SOUTH 22 DEGREES 21'03" WEST 221.03 FEET; SOUTH 44 DEGREES 08'57" EAST 168.60 FEET; SOUTH 61 DEGREES 16'46" EAST 152.83 FEET; SOUTH 88 DEGREES 31'02" EAST 329.19 FEET; NORTH 74 DEGREES 40'08" EAST 168.46 FEET; SOUTH 83 DEGREES 12'09" EAST 209.37 FEET; SOUTH 58 DEGREES 39'39" EAST 205.29 FEET; SOUTH 21 DEGREES 32'49" EAST 414.40 FEET; SOUTH 13 DEGREES 18'24" EAST 268.18 FEET; TO THE END OF THE EASEMENT HEREIN DESCRIBED AS GRANTED IN DEED RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014536.

SAID EASEMENT BEING THE SAME EASEMENT DESCRIBED FIRST IN EXHIBITS A, B, AND C OF THE PARCEL MAP WAIVER NO. P73170W RECORDED APRIL 8, 1980 IN BOOK 2245, PAGE 218 OFFICIAL RECORDS.

PARCEL TWELVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT DEEDS RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 2005-0013289 AND JUNE 24, 2005 AS INSTRUMENT NO. 2005-0081571 OFFICIAL RECORDS.

PARCEL THIRTEEN:

A NON-EXCLUSIVE EASEMENT FOR A ROADWAY AND UTILITIES OVER LAND DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO FLORENCE P.C. FANG ON SEPTEMBER 16, 2003 RECORDED AS DOCUMENT NO. 2003-0158548, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FOOT WIDE LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND, FROM SAID POINT OF BEGINNING THE NORTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 89 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1720.62 FEET; THENCE ALONG SAID PROPOSED CENTERLINE SOUTH 33 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 410.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 40 SECONDS A LENGTH OF 107.45 FEET AND A CHORD BEARING SOUTH 38 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 107.31 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 173.76 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 32 SECONDS, A LEGNTH OF 132.91 FEET AND A CHORD BEARING SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 132.64 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 265.49 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 41 SECONDS, A LENGTH OF 269.32 FEET AND A CHORD BEARING SOUTH 38 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 268.52 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF

250.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 39 MINUTES 20 SECONDS, A LENGTH OF 203.57 FEET AND A CHORD BEARING SOUTH 23 DEGREES 11 MINUTES 38 SECONDS EAST A DISTANCE OF 198.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 119.96 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 55 SECONDS A LENGTH OF 168.06 FEET AND A CHORD BEARING SOUTH 08 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 167.51 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 44 SECONDS, A LENGTH OF 329.92 FEET AND A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 327.59 FEET; THENCE SOUTH 07 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 475.59 FEET TO THE CENTERLINE OF AN EXISTING 50 FOOT WIDE ROADWAY AND PUBLIC UTILITY EASEMENT AS RECORDED IN BOOK 2245, AT PAGE 218, OFFICIAL RECORDS OF PLACER COUNTY.

THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID NORTHERLY BOUNDARY AND THE NORTH BOUNDARY OF SAID EXISTING ROADWAY AND PUBLIC UTILITY EASEMENT.

June 9, 2011

EXHIBIT 'E-1'

All that portion of the tract of land shown and designated as Resultant Lot 1 in the Grant Deed recorded in Document No. 2006-0137295, Official Records of Placer County, and all that portion of the tract of land shown and designated as Resultant Lot 2 in the Grant Deed recorded in Document No. 2006-0137296, Official Records of Placer County, located in Section 1, Township 13 North, Range 7 East, M.D.M., Placer County, California, being more particularly described as follows:

Beginning at the southerly most corner of the above described Resultant Lot 1; thence from the Point of Beginning, North 80°35'35" West along the southerly line of said Resultant Lot 1 for a distance of 57.82 feet; thence leaving said southerly line for the following nineteen (19) consecutive courses and distances:

1. North 02°16'01" West for a distance of 217.98 feet,
2. North 05°35'02" East for a distance of 290.51 feet,
3. North 08°05'12" East for a distance of 178.80 feet,
4. along the arc of a tangent curve to the right having a radius of 300.00 feet, a central angle of 34°50'55", a length of 182.47 feet, and a chord bearing North 25°30'40" East for a distance of 179.67 feet,
5. North 47°03'53" West for a distance of 25.00 feet,
6. along the arc of a non-tangent curve to the right having a radius of 325.00 feet, a central angle of 6°22'37", a length of 36.17 feet, and a chord bearing North 46°07'26" East for a distance of 36.15 feet,
7. along the arc of a compound curve having a radius of 1475.00 feet, a central angle of 9°09'13", a length of 235.65 feet, and a chord bearing North 53°53'21" East for a distance of 235.40 feet,
8. along the arc of a compound curve having a radius of 250.00 feet, a central angle of 32°56'15", a length of 143.72 feet, and a chord bearing North 74°56'05" East for a distance of 141.75 feet,
9. along the arc of a compound curve having a radius of 1200.00 feet, a central angle of 8°35'50", a length of 180.06 feet, and a chord bearing South 84°17'53" East for a distance of 179.89 feet,
10. along the arc of a reverse curve having a radius of 100.00 feet, a central angle of 64°16'42", a length of 112.19 feet, and a chord bearing North 67°51'41" East for a distance of 106.40 feet,
11. North 35°43'20" East for a distance of 7.95 feet,
12. along the arc of a tangent curve to the right having a radius of 150.00 feet, a central angle of 15°03'20", a length of 39.42 feet, and a chord bearing North 43°15'00" East for a distance of 39.30 feet,
13. North 50°46'40" East for a distance of 98.86 feet,
14. along the arc of a tangent curve to the left having a radius of 600.00 feet, a central angle of 24°48'28", a length of 259.79 feet, and a chord bearing North 38°22'26" East for a distance of 257.76 feet,

15. North 14°43'33" East for a distance of 157.44 feet,
16. North 10°52'09" East for a distance of 332.74 feet,
17. North 11°52'38" West for a distance of 239.22 feet,
18. North 14°02'31" East for a distance of 179.00 feet and
19. North 54°31'40" East for a distance of 244.68 feet to a point on the northerly line of the above described Resultant Lot 2;

thence North 88°46'36" East along the northerly line of said Resultant Lot 2 for a distance of 88.84 feet; thence leaving said northerly line for the following nineteen (19) consecutive courses and distances:

1. South 54°31'40" West for a distance of 299.68 feet,
2. South 14°02'31" West for a distance of 149.06 feet,
3. South 11°52'38" East for a distance of 237.77 feet,
4. South 10°52'09" West for a distance of 344.48 feet,
5. South 14°43'33" West for a distance of 166.15 feet,
6. South 27°02'55" West for a distance of 166.54 feet,
7. along the arc of a tangent curve to the right having a radius of 200.00 feet, a central angle of 35°34'04", a length of 124.15 feet, and a chord bearing South 44°49'57" West for a distance of 122.17 feet,
8. South 62°36'59" West for a distance of 81.59 feet,
9. along the arc of a tangent curve to the left having a radius of 100.00 feet, a central angle of 26°53'39", a length of 46.94 feet, and a chord bearing South 49°10'09" West for a distance of 46.51 feet,
10. South 35°43'20" West for a distance of 70.33 feet,
11. along the arc of a tangent curve to the right having a radius of 125.00 feet, a central angle of 37°16'56", a length of 81.34 feet, and a chord bearing South 54°21'48" West for a distance of 79.91 feet,
12. along the arc of a compound curve having a radius of 200.00 feet, a central angle of 43°00'20", a length of 150.12 feet, and a chord bearing North 85°29'34" West for a distance of 146.62 feet,
13. along the arc of a reverse curve having a radius of 175.00 feet, a central angle of 57°32'37", a length of 175.76 feet, and a chord bearing South 87°14'17" West for a distance of 168.46 feet,
14. along the arc of a compound curve having a radius of 1400.00 feet, a central angle of 9°09'13", a length of 223.66 feet, and a chord bearing South 53°53'21" West for a distance of 223.43 feet,
15. along the arc of a compound curve having a radius of 250.00 feet, a central angle of 41°13'31", a length of 179.88 feet, and a chord bearing South 28°41'59" West for a distance of 176.02 feet,
16. South 08°05'12" West for a distance of 177.71 feet,
17. South 05°35'02" West for a distance of 286.10 feet,
18. along the arc of a tangent curve to the left having a radius of 50.00 feet, a central angle of 44°02'33", a length of 38.43 feet, and a chord bearing South 16°26'14" East for a distance of 37.50 feet and

19. South 38°27'31" East for a distance of 127.44 feet to a point on the above described southerly line;

thence South 39°33'24" West along said southerly line for a distance of 116.65 feet to the Point of Beginning.

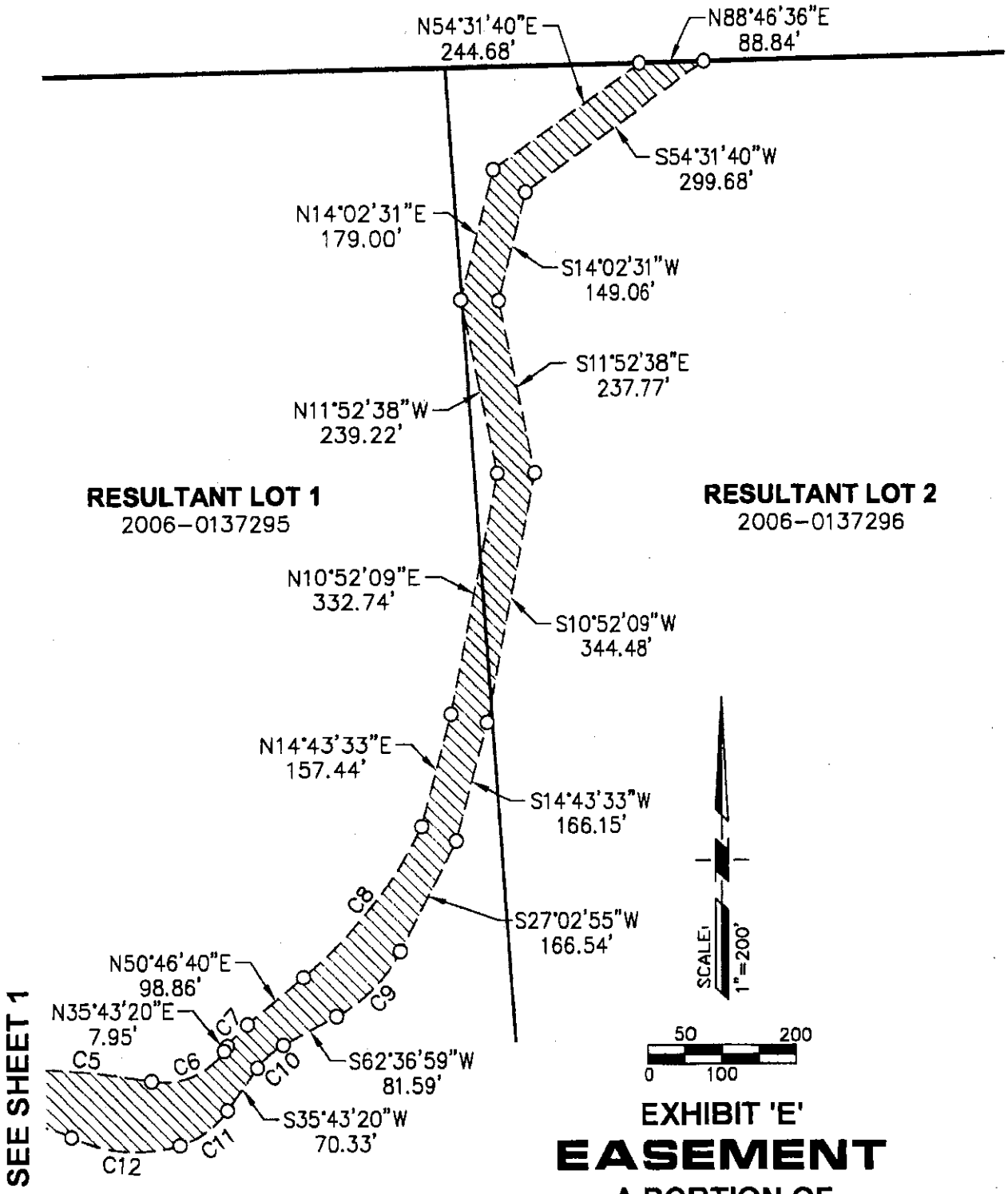
Containing an area of 190,799 square feet (4.38 acres), more or less.

The meridian of this survey is identical to that used for the above described documents.

The above description is shown on Exhibit 'E' attached hereto and made a part hereof.

PROFESSIONAL LAND SURVEYOR
DENNIS GEOFFREY MEYER
LS 4751
EXPIRES SEPT 30, 2011
STATE OF CALIFORNIA

6.13.2011



EASEMENT AREA
AREA: 190,799±SF (4.38±AC)

NOTE

SEE SHEET 3 FOR LINE AND CURVE TABULATIONS.

EXHIBIT 'E'

EASEMENT

A PORTION OF
SECTION 1, T.13 N., R.7 E., M.D.M.
PLACER COUNTY, CALIFORNIA
SCALE: 1"=200' JUNE 9, 2011

ANDREGG
GEOMATICS
www.andregg.com
800-400-7072

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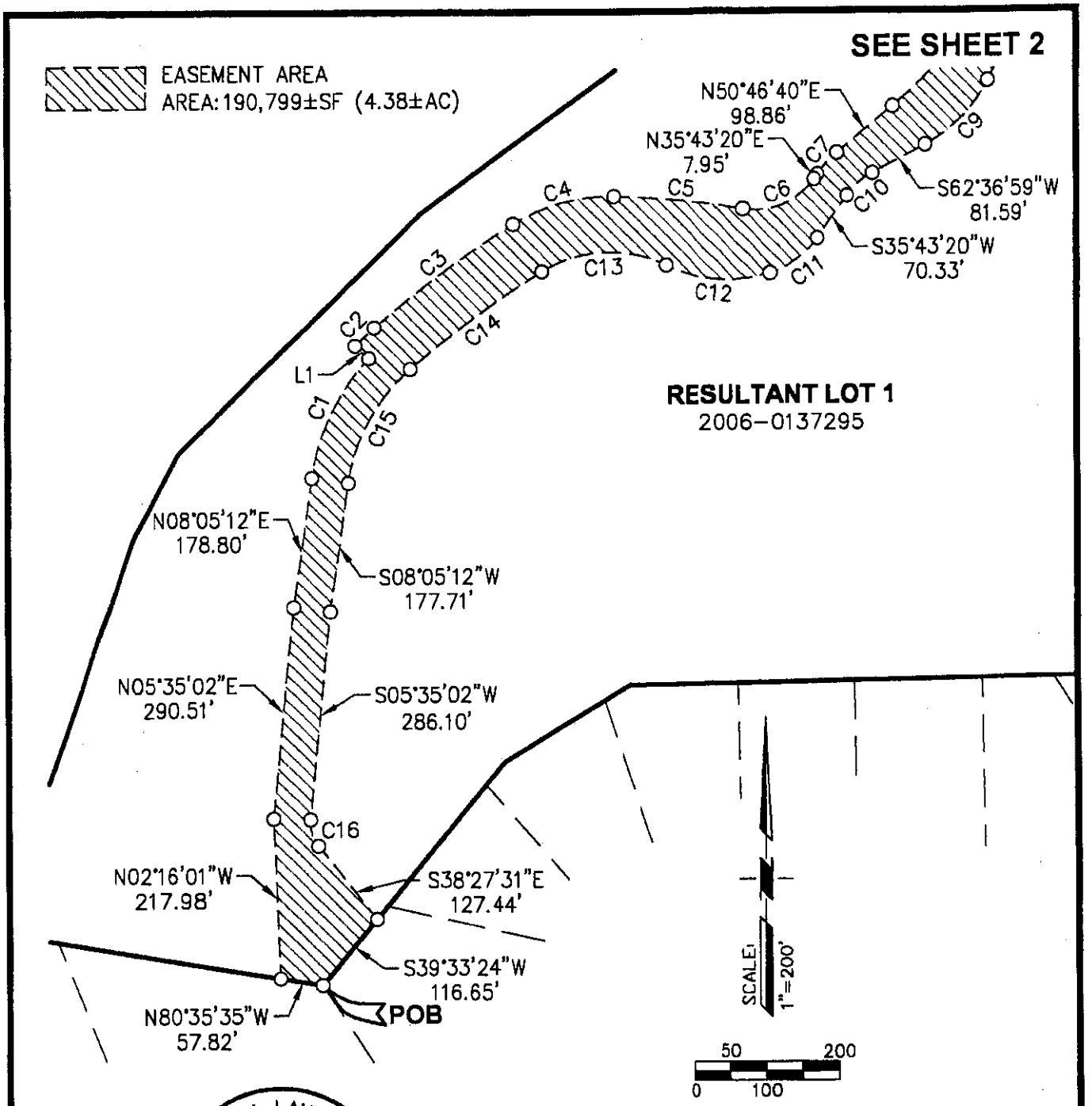


PROFESSIONAL LAND SURVEYOR
DENNIS GEOFFREY MEYER
LS 4751
EXPIRES SEPT 30, 2011
STATE OF CALIFORNIA

6.13.2011

EXHIBIT 'E'

EASEMENT

A PORTION OF SECTION 1, T.13 N., R.7 E., M.D.M. PLACER COUNTY, CALIFORNIA

SCALE: 1"=200' JUNE 9, 2011

NOTE

SEE SHEET 3 FOR LINE AND CURVE TABULATIONS.

ANDREGG GEOMATICS
www.andregg.com
800-400-7072

X:\dd2\14003\dwg\14003EX-Orange.dwg, 06/13/11 11:20:16am, parker

CURVE TABULATION

NO	RADIUS	DELTA	LENGTH	BEARING	DIST
C1	300.00	34°50'55"	182.47'	N25°30'40"E	179.67'
C2	325.00	6°22'37"	36.17'	N46°07'26"E	36.15'
C3	1475.00	9°09'13"	235.65'	N53°53'21"E	235.40'
C4	250.00	32°56'15"	143.72'	N74°56'05"E	141.75'
C5	1200.00	8°35'50"	180.06'	S84°17'53"E	179.89'
C6	100.00	64°16'42"	112.19'	N67°51'41"E	106.40'
C7	150.00	15°03'20"	39.42'	N43°15'00"E	39.30'
C8	600.00	24°48'28"	259.79'	N38°22'26"E	257.76'
C9	200.00	35°34'04"	124.15'	S44°49'57"W	122.17'
C10	100.00	26°53'39"	46.94'	S49°10'09"W	46.51'
C11	125.00	37°16'56"	81.34'	S54°21'48"W	79.91'
C12	200.00	43°00'20"	150.12'	N85°29'34"W	146.62'
C13	175.00	57°32'37"	175.76'	S87°14'17"W	168.46'
C14	1400.00	9°09'13"	223.66'	S53°53'21"W	223.43'
C15	250.00	41°13'31"	179.88'	S28°41'59"W	176.02'
C16	50.00	44°02'33"	38.43'	S16°26'14"E	37.50'

LINE TABULATION

L1 N47°03'53"W 25.00'

EXHIBIT 'E'

EASEMENT

A PORTION OF

SECTION 1, T.13 N., R.7 E., M.D.M.

PLACER COUNTY, CALIFORNIA

JUNE 9, 2011

ANDREGG GEOMATICS

www.andregg.com

800-400-7072

X:\dd2\14003\dwg\14003EX-Orange.dwg, 06/13/11 11:20:15am, parker

SHEET 3 OF 3

RECORDING REQUESTED
BY
PLACER TITLE COMPANY
#102-34767 DY

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
530-886-4900
Attention: Property Manager

PLACER, County Recorder
JIM MCCAULEY
DOC- 2010-0106121-00
PLACER TITLE - RECORDING
TUESDAY, DEC 21, 2010 8:00:00
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02095007
clkgh1mfj1/GV/1-9

COUNTY OF PLACER
ASSIGNMENT OF EASEMENT

APN(s): 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068, 026-370-039, 026-061-006, 026-061-005, 026-061-004, 026-061-009, 026-370-040, 026-370-019, and 026-370-018

For the receipt of one dollar ($1.00) or other good and valuable consideration,

The Trust for Public Land, a California non-profit public benefit corporation,

the undersigned Grantor, hereby assigns and grants to the County of Placer, State of California ("Grantee"), Grantor's right, title and interest in that certain forty (40) foot non-exclusive appurtenant public road easement indentified as "Easement 3" in the Reciprocal Easement Agreement between Harvego Real Estate LLC, a California limited liability company, ("Harvego") and Grantor dated December 16th, 2010 and recorded concurrently herewith in the Official Records of Placer County ("REA"), which Easement 3 is more particularly described on Exhibits E and E-1 attached hereto, reserving therefrom Grantor's non-exclusive right to use Easement 3 as described in the REA. The rights assigned and granted to Grantee herein include, without limitation, the right to use Easement 3 for public road purposes and incidentals thereto.

Any and all interest conveyed by Grantor to Grantee pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the Grantor.

Dated this 16th day of December, 2010.

GRANTOR
The Trust for Public Land
a California non-profit public benefit

By: [signature]
Sign name

JOHN PARDEE COUNSEL
Print name and title

See Following Page for Acknowledgement

Revised 12/10

ACKNOWLEDGMENT

State of California
County of San Francisco

On Dec 16, 2010 before me, Hsiao Wen Shih, **Notary Public** personally appeared John Pardee, who 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/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HSIAO-WEN SHIH
Commission # 1840657
Notary Public - California
San Francisco County
My Comm. Expires Mar 16, 2013

GOVERNMENT CODE 27361.7
I certify under penalty of perjury that the notary seal reads as follows:
Name of Notary Hsiao-Wen Shih
Date Commission Expires 3-16-13 Commission # 1840657
County of Commission San Francisco Mfg. ID. # NNA
State of Commission California
Signature Placer Title Co.
(Firm name, if any)

12-21-10 Auburn, CA

ACKNOWLEDGEMENT

State of California
County of Placer

On _____ before me,
_____(name, title),
personally appeared _____
who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal) _____ Signature

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☐ CORPORATE OFFICER(S)
  _____ TITLE(S)
  _____ COMPANY
- ☐ PARTNER(S)
  _____ PARTNERSHIP
- ☐ ATTORNEY-IN-FACT
  _____ PRINCIPAL(S)
- ☐ TRUSTEE(S)
  _____ TRUST
- ☐ OTHER
  _____ TITLE(S)
  _____ ENTITY(IES) REPRESENTATIVE

COUNTY OF PLACER ACCEPTANCE

This is to certify that the interest in real property conveyed by the Assignment of Easement dated December 16, 2010, from The Trust for Public Land to the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002 and Resolution 2010-346 adopted December 14, 2010, and the Grantee consents to the recordation thereof by its duly authorized agent.

12/17/10	
DATE	SIGN NAME
	James Durfee, Director
	PRINT NAME AND TITLE

EXHIBIT "E"

All that portion of the following described strip of land lying within Parcel Six and Parcel Nine, described in the Grant Deed to Harvego Real Estate LLC, recorded as Document Number 1999-0107274, Official Records of Placer County, situated in Section 1 and Section 2, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California, said strip being more particularly described as follows:

A forty (40.00) foot wide strip of land lying twenty (20.00) feet on either side of the following described centerline:

Beginning at a point on the westerly boundary of the Auburn Valley Subdivision Unit No. 1, filed in Book G of Maps, at Page 21, Official Records Placer County, being also the center of the sixty (60.00) foot right of way of Auburn Valley Road from which, a ½ inch rebar tagged LS 2515 marking the westernmost corner of Lot 30 as shown on said map bears South 53°09'46" East, 30.00 feet; thence from said point of beginning, leaving said westerly boundary, along the center of the existing roadway, the following 69 courses and distances;

1. South 36°50'14" West, 41.54 feet;
2. Along the arc of a 500.00 foot radius curve to the left, through a central angle of 27°50'22" for a distance of 242.95 feet (Chord: South 22°55'03" West, 240.56 feet);
3. South 08°59'51" West, 124.62 feet;
4. Along the arc of a 75.00 foot radius curve to the right, through a central angle of 64°58'49" for a distance of 85.06 feet (Chord: South 41°29'16" West, 80.57 feet);
5. South 73°58'40" West, 113.90 feet;
6. Along the arc of a 200.00 foot radius curve to the right, through a central angle of 17°22'39" for a distance of 60.66 feet (Chord: South 82°40'00" West, 60.43 feet);
7. North 88°38'41" West, 279.35 feet;
8. North 26°48'56" West, 16.24 feet;
9. Along the arc of a 150.00 foot radius curve to the left, through a central angle of 28°50'01" for a distance of 75.49 feet (Chord: North 41°13'57" West, 74.69 feet);
10. North 55°38'57" West, 167.71 feet;
11. Along the arc of a 250.00 foot radius curve to the right, through a central angle of 29°11'32" for a distance of 127.37 feet (Chord: North 41°03'12" West, 126.00 feet);
12. North 26°27'26" West, 128.28 feet;
13. Along the arc of a 50.00 foot radius curve to the left, through a central angle of 82°50'08" for a distance of 72.29 feet (Chord: North 67°52'30" West, 66.16 feet);
14. South 70°42'26" West, 84.28 feet;

15. Along the arc of a 300.00 foot radius curve to the left, through a central angle of 14°14'54" for a distance of 74.60 feet (Chord: South 63°34'59" West, 74.41 feet);
16. South 56°27'32" West, 266.32 feet;
17. Along the arc of a 300.00 foot radius curve to the left, through a central angle of 20°26'35" for a distance of 107.04 feet (Chord: South 46°14'15" West, 106.47 feet);
18. South 36°00'57" West, 164.27 feet;
19. Along the arc of a 250.00 foot radius curve to the right, through a central angle of 13°42'32" for a distance of 59.82 feet (Chord: South 42°52'13" West, 59.67 feet);
20. Along the arc of a 1000.00 foot radius curve to the left, through a central angle of 12°23'11" for a distance of 216.19 feet (Chord: South 43°31'53" West, 215.77 feet);
21. South 37°20'17" West, 251.95 feet;
22. Along the arc of an 800.00 foot radius curve to the right, through a central angle of 30°52'20" for a distance of 431.06 feet (Chord: South 52°46'27" West, 425.86 feet);
23. South 68°12'37" West, 237.52 feet;
24. Along the arc of a 450.00 foot radius curve to the right, through a central angle of 33°58'12" for a distance of 266.80 feet (Chord: South 85°11'43" West, 262.91 feet);
25. North 77°49'11" West, 626.70 feet;
26. Along the arc of a 200.00 foot radius curve to the right, through a central angle of 12°31'59" for a distance of 43.75 feet (Chord: North 71°33'11" West, 43.66 feet);
27. Along the arc of a 200.00 foot radius curve to the left, through a central angle of 71°27'14" for a distance of 249.42 feet (Chord: South 78°59'11" West, 233.57 feet);
28. South 43°15'34" West, 101.22 feet;
29. Along the arc of a 200.00 foot radius curve to the right, through a central angle of 29°46'34" for a distance of 103.94 feet (Chord: South 58°08'52" West, 102.77 feet);
30. South 73°02'08" West, 170.35 feet;
31. Along the arc of a 2000.00 foot radius curve to the right, through a central angle of 03°28'35" for a distance of 121.35 feet (Chord: South 74°46'26" West, 121.32 feet);
32. South 76°30'43" West, 187.35 feet;
33. Along the arc of a 200.00 foot radius curve to the right, through a central angle of 86°13'18" for a distance of 300.97 feet (Chord: North 60°22'39" West, 273.36 feet);
34. Along the arc of a 200.00 foot radius curve to the left, through a central angle of 16°33'49" for a distance of 57.82 feet (Chord: North 25°32'54" West, 57.61 feet);

35. North 33°49'48" West, 345.56 feet;
36. Along the arc of a 125.00 foot radius curve to the left, through a central angle of 76°42'40" for a distance of 167.36 feet (Chord: North 72°11'08" West, 155.14 feet);
37. South 69°27'31'West, 122.66 feet;
38. Along the arc of a 300.00 foot radius curve to the right, through a central angle of 12°26'33" for a distance of 65.15 feet (Chord: South 75°40'48" West, 65.02 feet);
39. South 81°54'05" West, 26.42 feet;
40. Along the arc of a 300.00 foot radius curve to the left, through a central angle of 12°11'27" for a distance of 63.83 feet (Chord: South 75°48''21" West, 63.71 feet);
41. Along the arc of a 300.00 foot radius curve to the right, through a central angle of 27°57'20" for a distance of 146.37 feet (Chord: South 83°41'18" West, 144.93 feet);
42. Along the arc of a 50.00 foot radius curve to the left, through a central angle of 74°58'11" for a distance of 65.42 feet (Chord: South 60°10'52" West, 60.86 feet);
43. South 22°41'46" West, 47.63 feet;
44. Along the arc of a 75.00 foot radius curve to the left, through a central angle of 60°39'22" for a distance of 79.40 feet (Chord: South 07°37'55" East, 75.74 feet);
45. South 37°57'35" East, 39.35 feet;
46. Along the arc of a 75.00 foot radius curve to the right, through a central angle of 17°05'22" for a distance of 22.37 feet (Chord: South 29°24'54" East, 22.29 feet);
47. South 20°52'13" East, 257.51 feet;
48. Along the arc of a 200.00 foot radius curve to the left, through a central angle of 29°43'06" for a distance of 103.74 feet (Chord: North 35°43'46" East, 102.58 feet);
49. South 50°35'19" East, 113.67 feet;
50. Along the arc of a 100.00 foot radius curve to the right, through a central angle of 41°38'55" for a distance of 72.69 feet (Chord: South 29°45'51" East, 71.10 feet);
51. South 08°56'24" East, 180.65 feet;
52. Along the arc of a 175.00 foot radius curve to the right, through a central angle of 40°22'23" for a distance of 123.31 feet (Chord: South 11°14'47" West, 120.78 feet);
53. South 31°26'00" West, 45.92 feet;
54. Along the arc of a 75.00 foot radius curve to the right, through a central angle of 66°46'40" for a distance of 87.41 feet (Chord: South 64°49'20" West, 82.55 feet);
55. North 81°47'20" West, 73.64 feet;

56. Along the arc of a 200.00 foot radius curve to the right, through a central angle of 13°45'57" for a distance of 48.05 feet (Chord: North 74°54'22" West, 47.941 feet);
57. North 68°01'23" West, 672.75 feet;
58. Along the arc of a 100.00 foot radius curve to the right, through a central angle of 27°39'29" for a distance of 48.27 feet (Chord: North 54°11'38" West, 47.81 feet);
59. North 40°21'54" West, 26.10 feet;
60. Along the arc of a 100.00 foot radius curve to the left, through a central angle of 18°55'07" for a distance of 33.02 feet (Chord: North 49°49'28" West, 32.87 feet);
61. North 59°17'01"West, 112.24 feet;
62. Along the arc of a 1000.00 foot radius curve to the right, through a central angle of 07°47'45" for a distance of 136.06 feet (Chord: North 55°23'09" West, 135.96 feet);
63. North 51°29'16" West, 72.07 feet;
64. Along the arc of a 500.00 foot radius curve to the left, through a central angle of 06°17'21" for a distance of 54.88 feet (Chord: North 54°37'57" West, 54.86 feet);
65. North 57°46'37" West, 333.17 feet;
66. Along the arc of a 500.00 foot radius curve to the right, through a central angle of 18°03'27" for a distance of 157.58 feet (Chord: North 48°44'54" West, 156.93 feet);
67. North 39°43'10" West, 109.25 feet;
68. Along the arc of a 500.00 foot radius curve to the left, through a central angle of 18°54'16" for a distance of 164.97 feet (Chord: North 49°10'18" West, 164.22 feet); and
69. North 58°37'26" West 125 feet more or less to the west line of said Section 2, being the point of termination.

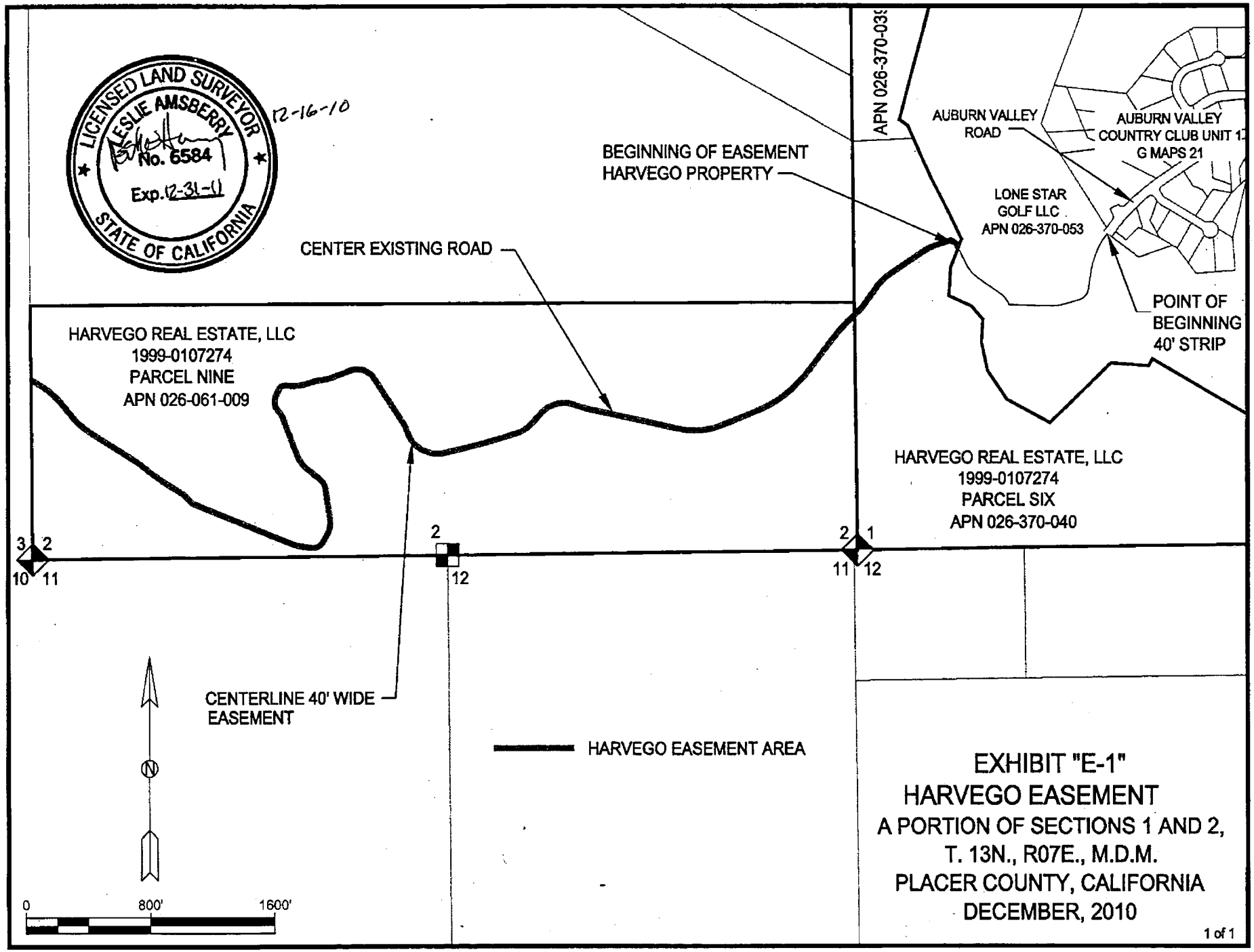
The sidelines of said strip are to be prolonged or shortened to terminate easterly on the westerly boundary of said Auburn Valley Subdivision Unit 1, and to terminate westerly on the west line of said Section 2.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-11
Date: 12-16-10


LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-11
STATE OF CALIFORNIA
12-16-10
BEGINNING OF EASEMENT
HARVEGO PROPERTY
APN 026-370-03
AUBURN VALLEY ROAD
AUBURN VALLEY COUNTRY CLUB UNIT 1
G MAPS 21
LONE STAR GOLF LLC
APN 026-370-053
CENTER EXISTING ROAD
POINT OF BEGINNING 40' STRIP
HARVEGO REAL ESTATE, LLC
1999-0107274
PARCEL NINE
APN 026-061-009
HARVEGO REAL ESTATE, LLC
1999-0107274
PARCEL SIX
APN 026-370-040
3 2
10 11
2
12
2 1
11 12
CENTERLINE 40' WIDE EASEMENT
N
HARVEGO EASEMENT AREA
0
800'
1600'
EXHIBIT "E-1"
HARVEGO EASEMENT
A PORTION OF SECTIONS 1 AND 2,
T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA
DECEMBER, 2010
1 of 1

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

102 54767 D Y

PLACER, County Recorder
JIM MCCAULEY
DOC- 2010-0106122-00
PLACER TITLE - RECORDING
TUESDAY, DEC 21, 2010 8:00:00

MIC	$0.00	AUT	$0.00	SBS	$0.00
ERD	$0.00	RED	$0.00	*	$0.00
ADD	$0.00				

Ttl Pd $0.00 Rcpt # 02095007
clkghlmfjl/GV/1-6

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
530-886-4900
Attention: Property Manager

COUNTY OF PLACER
ASSIGNMENT OF EASEMENT

APN(s): 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068, 026-370-039, 026-061-006, 026-061-005, 026-061-004, 026-061-009, 026-370-040, 026-370-019, and 026-370-018

For the receipt of one dollar ($1.00) or other good and valuable consideration,
The Trust for Public Land, a California non-profit public benefit corporation,
the undersigned Grantor, hereby assigns and grants to the County of Placer, State of California ("Grantee"), Grantor's right, title and interest in that certain one-hundred (100) foot non-exclusive appurtenant public trail easement indentified as "Easement 4" in the Reciprocal Easement Agreement between Harvego Real Estate LLC, a California limited liability company, ("Harvego") and Grantor dated December 16th, 2010 and recorded concurrently herewith in the Official Records of Placer County ("REA"), which Easement 4 is more particularly described on Exhibits F and F-1 attached hereto, reserving therefrom Grantor's non-exclusive right to use Easement 4 as described in the REA. The rights assigned and granted to Grantee herein include, without limitation, the right to use Easement 4 for public non-motorized trail purposes and incidentals thereto. By accepting this instrument, Grantee acknowledges its obligation to quitclaim to the underlying fee owner at the time of quitclaim all but a fifteen (15) foot width of Easement 4 once the trail is located as described in the REA.

Any and all interest conveyed by Grantor to Grantee pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the Grantor.

Dated this 16th day of December, 2010.

GRANTOR
The Trust for Public Land
a California non-profit public benefit

By: [signature]
Sign Name

JOHN PARKER, COUNSEL
Print Name and Title

See Following Page for Acknowledgement

Revised 12/10

ACKNOWLEDGMENT

State of California
County of San Francisco

On Dec 16, 2010 before me, Hsiao-Wen Shih, **Notary Public** personally appeared John Parlee, who 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/~~she/they~~ executed the same in his/h~~er/thei~~r authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HSIAO-WEN SHIH
Commission # 1840657
Notary Public - California
San Francisco County
My Comm. Expires Mar 16, 2013

ACKNOWLEDGEMENT

State of California
County of Placer

On _____ before me,
_____(name, title),
personally appeared _____
who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal) Signature

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☐ CORPORATE OFFICER(S)
  _____ TITLE(S)
  _____ COMPANY
- ☐ PARTNER(S)
  _____ PARTNERSHIP
- ☐ ATTORNEY-IN-FACT
  _____ PRINCIPAL(S)
- ☐ TRUSTEE(S)
  _____ TRUST
- ☐ OTHER
  _____ TITLE(S)
  _____ ENTITY(IES) REPRESENTATIVE

COUNTY OF PLACER ACCEPTANCE

This is to certify that the interest in real property conveyed by the Assignment of Easement dated December 16, 2010, from The Trust for Public Land to the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002 and Resolution 2010-346 adopted December 14, 2010, and the Grantee consents to the recordation thereof by its duly authorized agent.

12/17/10	
DATE	SIGN NAME
	James Durfee, Director
	PRINT NAME AND TITLE

EXHIBIT "F"

A portion of Parcel Nine, described in the Grant Deed to Harvego Real Estate LLC, recorded as Document Number 1999-0107274, Official Records of Placer County, situated in Section 2, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California, described as follows:

A one hundred (100.00) foot wide strip of land lying fifty (50.00) feet on either side of the following described centerline:

Beginning at a point on the south line of said Section 2 from which, a 1 ½ inch capped iron pipe stamped LS 2515 marking the south quarter corner of said Section 2 bears South 89°11'52" West, 37.74 feet; thence from said point of beginning, leaving said south line along the following nineteen (19) courses and distances:

1. North 41°22'43" West, 2.04 feet;
2. Along the arc of a 100.00 foot radius curve to the left, through a central angle of 30°16'59" for 52.85 feet (Chord: North 56°31'12" West, 52.24 feet);
3. Along the arc of a 300.00 foot radius curve to the right, through a central angle of 10°35'26" for 55.45 feet (Chord: North 66°21'59" West, 55.37 feet);
4. North 61°04'16" West, 38.03 feet;
5. Along the arc of a 300.00 foot radius curve to the left, through a central angle of 7°10'53" for 37.60 feet (Chord: North 64°39'43" West, 37.58 feet);
6. North 68°15'09" West, 36.31 feet;
7. Along the arc of a 250.00 foot radius curve to the right, through a central angle of 14°50'27" for 64.76 feet (Chord: North 60°49'56" West, 64.57 feet);
8. North 53°24'42" West, 103.07 feet;
9. Along the arc of a 250.00 foot radius curve to the left, through a central angle of 9°50'29" for 42.94 feet (Chord: North 58°19'57" West, 42.89 feet);
10. North 63°15'11" West, 24.08 feet;
11. Along the arc of a 250.00 foot radius curve to the right, through a central angle of 18°45'53" for 81.88 feet (Chord: North 53°52'15" West, 81.51 feet);
12. North 44°29'18" West, 164.18 feet;
13. Along the arc of a 100.00 foot radius curve to the right, through a central angle of 22°08'43" for 38.65 feet (Chord: North 33°24'57" West, 38.41 feet);
14. North 22°20'35" West, 136.80 feet;
15. Along the arc of a 100.00 foot radius curve to the right, through a central angle of 24°23'44" for 42.58 feet (Chord: North 10°08'43" West, 42.26 feet);
16. Along the arc of a 25.00 foot radius curve to the left, through a central angle of 105°48'49" for 46.17 feet (Chord: North 50°51'16" West, 39.88 feet);
17. South 76°14'19" West, 35.02 feet;
18. Along the arc of a 300.00 foot radius curve to the left, through a central angle of 12°51'32" for 67.33 feet (Chord: South 69°48'33" West, 67.19 feet); and
19. South 63°22'47" West, 120.99 feet more or less to a point on the centerline of an existing road, being the point of termination.

The sidelines of said strip are to be prolonged or shortened to terminate southerly on the south line of said Section 2, and to terminate northerly on the centerline of an existing road.

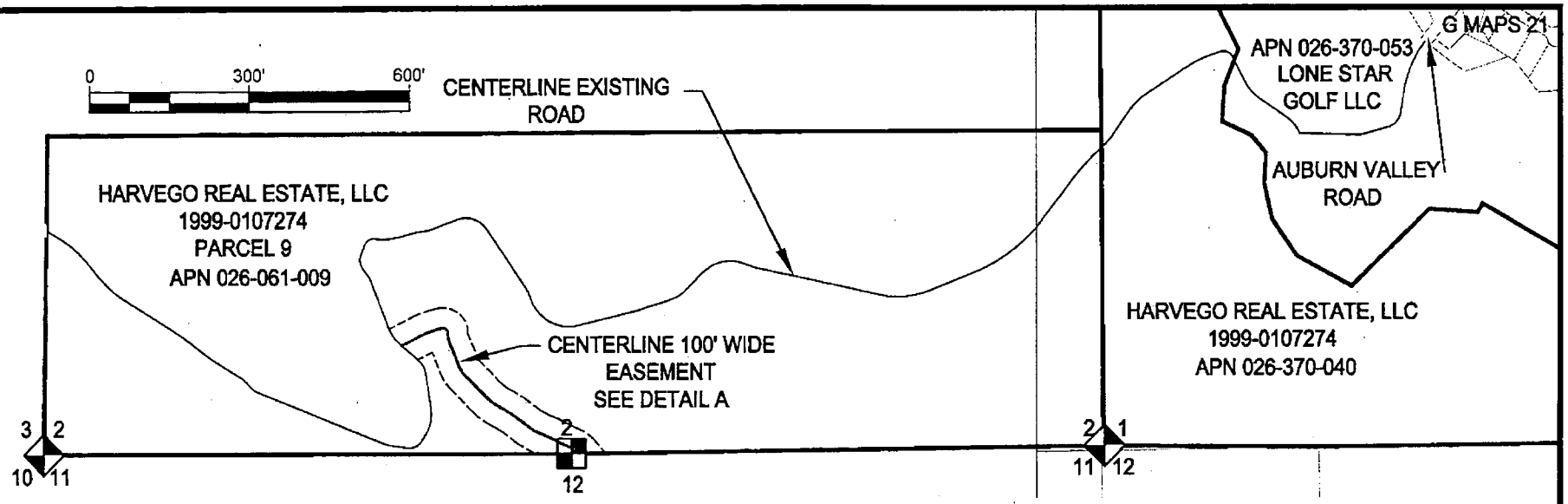
End of description

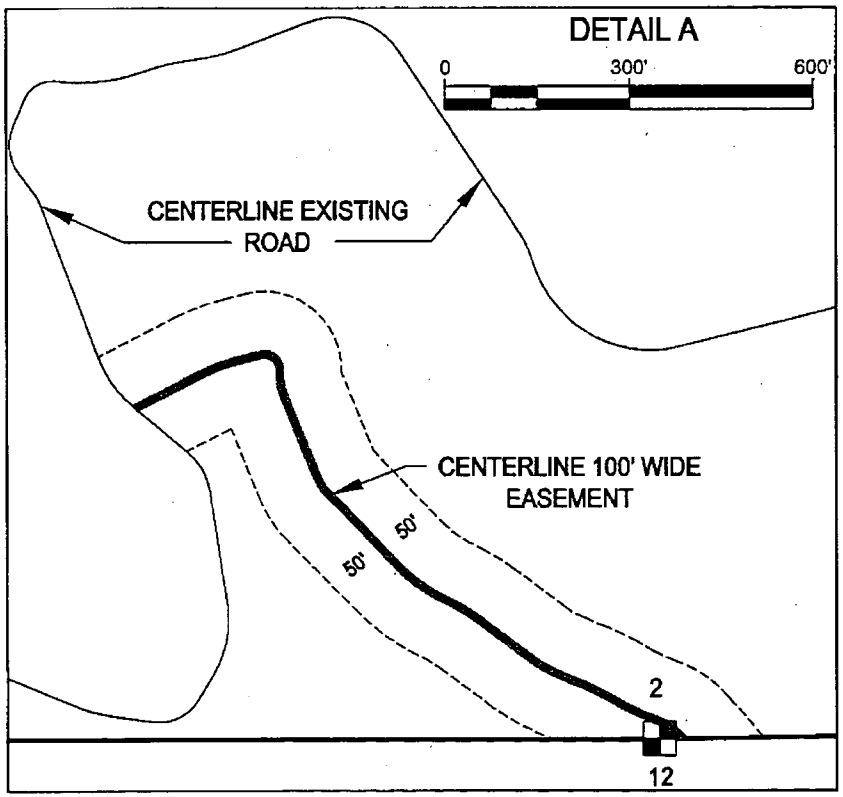
Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

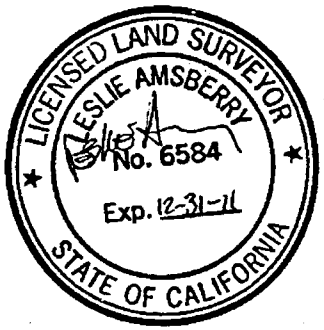
Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-11
Date: 12-16-10

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-11
STATE OF CALIFORNIA





HARVEGO EASEMENT



12-16-10

EXHIBIT "F-1"
HARVEGO EASEMENT
A PORTION OF SECTION 2 , T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA
DECEMBER, 2010

RECORDING REQUESTED
BY
PLACER TITLE COMPANY
#102-34767 DY

PLACER, County Recorder
JIM MCCAULEY
DOC- 2010-0106123-00
PLACER TITLE - RECORDING
TUESDAY, DEC 21, 2010 8:00:00

MIC	$0.00	AUT	$0.00	SBS	$0.00
ERD	$0.00	RED	$0.00	*	$0.00
ADD	$0.00				

Ttl Pd $0.00 Rcpt # 02095007
clkgh1mfj1/GV/1-5

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
530-886-4900
Attention: Property Manager

COUNTY OF PLACER
ASSIGNMENT OF EASEMENT

APN(s): 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068, 026-370-039, 026-061-006, 026-061-005, 026-061-004, 026-061-009, 026-370-040, 026-370-019, and 026-370-018

For the receipt of one dollar ($1.00) or other good and valuable consideration,
The Trust for Public Land, a California non-profit public benefit corporation,
the undersigned Grantor, hereby assigns and grants to the County of Placer, State of California ("Grantee"), Grantor's right, title and interest in that certain one-hundred (100) foot non-exclusive appurtenant public trail easement indentified as "Easement 5" in the Reciprocal Easement Agreement between Harvego Real Estate LLC, a California limited liability company, ("Harvego") and Grantor dated December 16th, 2010 and recorded concurrently herewith in the Official Records of Placer County ("REA"), which Easement 5 is more particularly described on Exhibits G and G-1 attached hereto, reserving therefrom Grantor's non-exclusive right to use Easement 5 as described in the REA. The rights assigned and granted to Grantee herein include, without limitation, the right to use Easement 5 for public non-motorized trail purposes and incidentals thereto. By accepting this instrument, Grantee acknowledges its obligation to quitclaim to the underlying fee owner at the time of quitclaim all but a fifteen (15) foot width of Easement 5 once the trail is located as described in the REA.

Any and all interest conveyed by Grantor to Grantee pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the Grantor.

Dated this 16th day of December, 2010.

GRANTOR
The Trust for Public Land
a California non-profit public benefit

By: John Parente
Sign name

JOHN PARENTE, COUNSEL
Print name and title

See Following Page for Acknowledgement

Revised 12/10

ACKNOWLEDGMENT

State of California
County of San Francisco

On Dec 16, 2010 before me, Hsiao-Wen Shih, **Notary Public** personally appeared John Pardee, who 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/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HSIAO-WEN SHIH
Commission # 1840657
Notary Public - California
San Francisco County
My Comm. Expires Mar 16, 2013

ACKNOWLEDGEMENT

State of California
County of Placer

On _____ before me,
_____(name, title),
personally appeared _____
who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal) _____ Signature

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☐ CORPORATE OFFICER(S)
  _____ TITLE(S)
  _____ COMPANY
- ☐ PARTNER(S)
  _____ PARTNERSHIP
- ☐ ATTORNEY-IN-FACT
  _____ PRINCIPAL(S)
- ☐ TRUSTEE(S)
  _____ TRUST
- ☐ OTHER
  _____ TITLE(S)
  _____ ENTITY(IES) REPRESENTATIVE

COUNTY OF PLACER ACCEPTANCE

This is to certify that the interest in real property conveyed by the Assignment of Easement dated December 16, 2010, from The Trust for Public Land to the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002 and Resolution 2010-346 adopted December 14, 2010, and the Grantee consents to the recordation thereof by its duly authorized agent.

12/17/10 DATE	SIGN NAME
	James Durfee, Director PRINT NAME AND TITLE

Revised 12/10

EXHIBIT "G"

A portion of Parcel Four, described in the Grant Deed to Harvego Real Estate LLC, recorded as Document Number 1999-0107274, Official Records of Placer County, situated in Section 2, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California, described as follows:

Beginning at the northwest corner of said Section 2; thence from said point of beginning, along the North line of said Section 2 East, 141.42 feet; thence leaving said North line South 45°00'00" West, 200 feet more or less, to a point on the West line of said Section 2 that bears South, 141.42 feet from the point of beginning; thence along said West line North, 141.42 feet to the point of beginning, containing 0.23 acres, more or less.

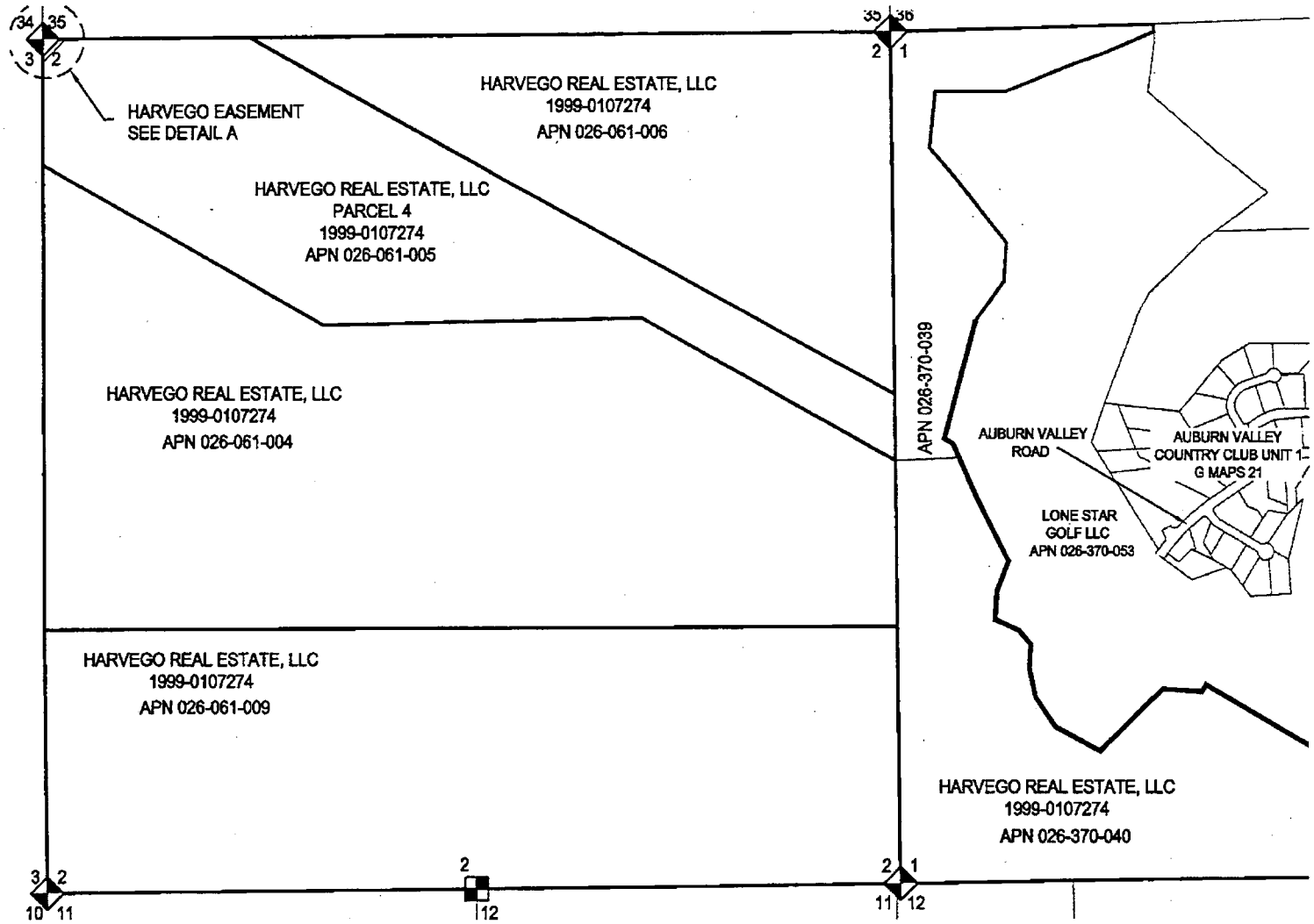
End of description

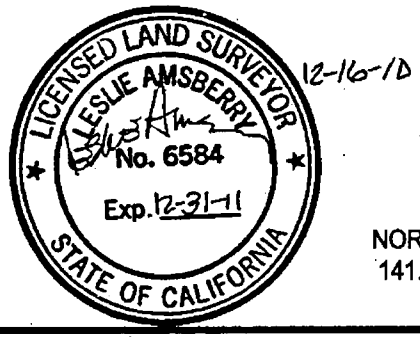
Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-11
STATE OF CALIFORNIA

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-11
Date: 12-16-10





12-16-10

DETAIL A
NO SCALE

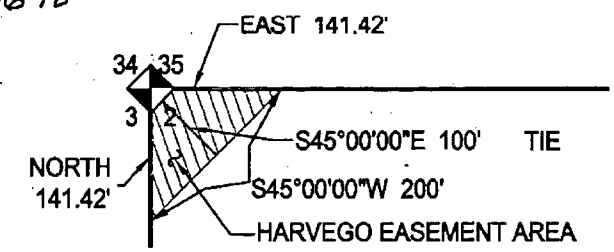


EXHIBIT "G-1"
HARVEGO EASEMENT
A PORTION OF SECTION 2,
T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA
DECEMBER, 2010

RECORDING REQUESTED BY

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:
Harvego Real Estate LLC`
2377 Gold Meadow Way, Suite 160
Gold River, CA 95670

Escrow No. 102-35120- MS AND 102-4902 MS

PLACER, County Recorder
JIM MCCAULEY
DOC- 2011-0045642-00
PLACER TITLE - RECORDING
TUESDAY, JUN 14, 2011 8:00:00

MIC	$3.00	AUT	$2.00	SBS	$1.00
ERD	$1.00	RED	$1.00	REC	$10.00
ADD	$0.00				

Ttl Pd $18.00 Rcpt # 02126333
clkhlmlfj1/ST/1-2

A.P.N.: 26-370-043, 044, 045, 046, 047 & 048

Space Above This Line for Recorder's Use

QUITCLAIM DEED

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is -0-

() Computed on full value of property conveyed, or
() Computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
COUNTY OF PLACER, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

does hereby remise, release and forever quitclaim to

PETER M. CASWELL AND JACQUELINE F. CASWELL, TRUSTEES OF
THE PETER & JACQUELINE CASWELL TRUST DATED NOVEMBER 11, 1998 AND
HAVEGO REAL ESTATE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

the following described Real Property:

THE LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, CONSISTING OF THAT PORTION OF THE EASEMENT DESCRIBED IN PAGES 1 AND 2 OF EXHIBIT A OF THAT DOCUMENT RECORDED APRIL 6, 2000, AS DOCUMENT NO. 2000-0023218, PLACER COUNTY OFFICIAL RECORDS, LYING WITHIN RESULTANT PARCELS 1, 2, AND 3 DESCRIBED IN THE MINOR BOUNDARY LINE ADJUSTMENT, MBR-20060582 RECORDED DECEMBER 22, 2006 AS DOCUMENT NO. 2006-0137294, PLACER COUNTY OFFICIAL RECORDS.

Dated: June 06, 2011

COUNTY OF PLACER
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

BY: _____
JAMES W. DURFEE

STATE OF CALIFORNIA,) ss.
COUNTY OF PLACER)

On 6-13-11 before me, DEBORAH K. YUE, Notary Public, personally

appeared JAMES W. DURFEE------

_____, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah K. Yue
Deborah K. Yue

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

2

RECORDING REQUESTED
BY
PLACER TITLE COMPANY
IV 102-34767 DY

RECORDING REQUESTED BY:
Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104

MAIL TO:
County of Placer
Department of Facility Services
ATTN: Property Manager
11476 C Avenue
Auburn CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2010-0106120-00
PLACER TITLE - RECORDING
TUESDAY, DEC 21, 2010 8:00:00

MIC	$0.00	AUT	$0.00	SBS	$0.00
ERD	$0.00	RED	$0.00	*	$0.00
ADD	$0.00				

Ttl Pd $0.00 Rcpt # 02095007
clkghlmfj1/GV/1-36

Deed of Conservation Easement

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made by The Trust for Public Land, a California non-profit public benefit corporation ("Grantor"), in favor of the County of Placer, a political subdivision of the State of California ("Grantee"). Grantor and Grantee are sometimes hereinafter each singularly referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Placer County, California, more particularly described in Exhibit A-1 and depicted on A-2 attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is comprised of Assessor Parcel Nos. 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068, which totals approximately One Thousand Seven Hundred Seventy-Three (1,773) acres in size, and is zoned Farm combining a Building Site minimum site size of 160 acres (F-B-X-160 acres), and has a General Plan designation of Agriculture 80 acre minimum; and

WHEREAS, the Property possesses conservation values including natural, habitat, wildlife, recreational, agricultural, scenic, open space and cultural values of great importance to Grantee, the people of Placer County and the people of the State of California; and

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

WHEREAS, Grantor intends, as owner of the Property, to convey the right to assure that the aforementioned values of the Property are preserved and protected in perpetuity, subject to the terms of this Easement; and

WHEREAS, Grantee is a governmental entity identified in Civil Code Section 815.3(b) and otherwise authorized to acquire and hold title to real property pursuant to Civil Code Sections 815 et. seq. and other provisions of California law;

AGREEMENT

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 Sections 815-816 of the Civil Code, Grantor does hereby deed and convey to Grantee this Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. Grantor also conveys to Grantee all development rights associated with the Property except as hereinafter described.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. Purposes of Easement. The purposes of this Easement are to ensure that the Property will be retained in its predominantly natural condition; to preserve, protect, and maintain, in perpetuity the Protected Values of the Property as defined in Section 2, below, except as allowed by this Easement; and to prevent any use of the Property that will impair or interfere with its Protected Values, or impair the ability of the Grantee to achieve specific biological resources goals and objectives and develop a detailed conservation strategy, including specific land management requirements, in conjunction with the Placer County Conservation Plan ("PCCP"), or cause the Property to be unsuitable for use in conjunction with the PCCP, or otherwise cause Grantee to be unable to amend and/or convert this Easement as provided in Section 18, below (the "Purposes").

2. Protected Values. Specific attributes of the Property, which the Easement shall protect and conserve are hereinafter collectively referred to as the "Protected Values", and include but are not limited to:
   a. Unfragmented blue oak woodland, blue oak-foothill pine woodland, blue oak woodland savannah, valley foothill riparian, riverine and other mixed hardwoods/conifer forest.
   b. Open character of this region by preserving the natural landscape and the scenic values.
   c. Protection from soil erosion and the resultant impacts to water quality on the Bear River and numerous intermittent tributaries of the Bear River, through land stewardship and application of sound land management practices on the Property.
   d. Assurance that the Property shall be held and used for the purposes of plant and wildlife habitat preservation, restoration and management, environmental education and research, trail recreation, and for compatible public or private uses, all as may be consistent with natural habitat preservation and protection of sensitive natural resources.

3. Affirmative Rights and Interests Conveyed. To accomplish the Purposes of this Easement, the following rights and interests are conveyed to Grantee, its agents, and assigns by this Easement. These rights and interests shall be implemented through an operations and management plan (the "O&M Plan") for the Property to be developed by Grantor, subject to the approval of Grantee:
   a. To identify, preserve and protect in perpetuity the Protected Values.
   b. To enter upon, inspect, observe, and study the Property for the purposes of:
      (1) identifying the uses and practices thereon and the baseline condition thereof,
      (2) monitoring biological resources and the uses and practices regarding the Property to determine whether they are consistent with this Easement,

(3) assuring restoration, adaptive management, and maintenance activities do not compromise the Protected Values, and

(4) designing and constructing trails and any necessary appurtenant parking/staging areas and access roads.

Grantee shall make reasonable efforts to notify Grantor prior to entry on to the Property for these purposes, except when immediately necessary to prevent a violation of the terms of this Easement.

c. To have full and unimpeded access to the Property, including for the purposes of facilitating, developing and implementing public use of trails and other recreation facilities if Grantee determines to do so. Prior to approval of the O&M Plan, Grantee shall make reasonable efforts to notify Grantor prior to entry on to the Property. Such entry shall be in a manner that will not unreasonably interfere with Grantor's or Grantor's successors' use and enjoyment of the Property.

d. To prevent any activity or use of the Property that is inconsistent with the Purposes or conservation of the Protected Values 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 not the intent of this Easement to limit Grantor's discretion to employ Grantor's choice of farm, ranch and forestry uses and management practices so long as those uses and practices are otherwise consistent with the terms of this Easement and do not cause the Property to be unsuitable for use in conjunction with the PCCP.

e. To erect and maintain such signage on the Property as Grantee may determine it may need bearing such information as determined by Grantee to be necessary in order to inform the public of Grantee's rights and to exercise Grantee's rights, subject to prior approval of Grantor, which shall not be unreasonably withheld. Grantee shall be responsible for the costs of erecting, maintaining, repairing and replacing such signage.

f. To convey to Grantee all development rights which may be associated with the Property, including the right to construct single family residential units and accompanying secondary dwelling units or any accessory structures on any currently existing legal parcel, and to convey any and all right by Grantor to apply for any land use entitlement, and/or further subdivision of the Property to allow for any new or enhanced development rights on the Property, except as specifically permitted by Grantee in writing. Grantor specifically acknowledges and waives any right to receive or use the benefit from any potential increase in allowable development rights associated with the Property resulting from future zoning changes and/or other governmental actions that would result in an increase in residential density on the property and intends to relinquish the right to further subdivide the Property. Notwithstanding the foregoing, Grantee acknowledges Grantor's currently expressed interest in retaining the right to construct a residential dwelling unit and other permitted secondary and accessory structures on up to five (5) acres of the Property for use in association with Grantor's management of the Property, and the parties acknowledge that other such similar uses may be needed in the future. The Parties agree that such needs shall be identified in the O&M Plan for the Property and upon approval of the Plan by the parties, Grantee shall transfer of such development rights to Grantor as are necessary to facilitate such use(s) in accordance with the Plan. Grantee's transfer of these rights shall not be unreasonably withheld.

g. To convey the right for Grantee to construct and operate a non-motorized multiuse trail system on the Property, and associated facilities, including but not limited to staging areas, access roads, parking, restroom facilities, picnic areas, and water and

sewer disposal facilities (the "Trail System"). The Parties agree and acknowledge that the precise alignment and construction of the Trail System is subject to further technical and entitlement review and mutual approval by the Parties. The Parties agree to work cooperatively and use their respective best efforts to identify mutually agreeable non-motorized trail alignments and the location of a parking/staging area and associated facilities to constitute the Trail System. The Parties further agree and acknowledge that construction and utilization of the Trail System is intended to be part of the recreational values of the Property, consistent with the protection of the Protected Values

h. To amend and/or convert this Easement and convey a habitat conservation easement as provided in Section 18, below.

i. To convey to Grantee all rights to enjoy access to the Property to the full extent Grantor possesses such rights in order to allow Grantee to exercise its rights under this Easement.

4. Uses and Practices. Grantee and Grantor intend that the Property shall remain as open space land with its primary purpose to further the Purposes described in Section 1. Certain uses and practices consistent with the Purposes of this Easement are set forth in Exhibit B attached hereto and incorporated herein by this reference. Examples of specific uses and practices which are inconsistent with the Purposes of this Easement 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 Purposes of this Easement.

5. Baseline Data. In order to establish the present condition of the Protected Values, Grantee has examined the Property and prepared a report attached hereto as Exhibit D ("Baseline Documentation Report") containing an inventory of the Property's relevant features and condition, its improvements and natural resources (the "Baseline Data"). A copy of the Baseline Documentation Report has been provided to Grantor, and another shall be placed and remain on file with Grantee. The Baseline Documentation Report has been signed by Grantor and Grantee, and thus acknowledged to accurately represent the condition of the Property at the date of the conveyance of this Easement. The Parties intend that the Baseline Data shall be used by Grantee to monitor Grantor's future uses of the Property and practices thereon. The Parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the Parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

6. Grantor's Duties. Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 3 of this Easement, and shall undertake all reasonable actions to protect and maintain the Protected Values.

7. Reserved Rights. Grantor reserves to itself, and to its duly authorized representatives and employees, 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 uses of the Property that are not expressly prohibited herein and are not inconsistent with the

Purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a. the right to sell or transfer the Property in its entirety, subject to Section 19, below;
b. the rights to build on the Property consistent with Section 3(f), above;
c. 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 Purposes of this Easement;
d. 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 consistent with the Purposes of this Easement, and shall not damage, impair or endanger the Protected Values of the Property;
e. recreational activities including but not limited to hunting and fishing in accordance with established game laws and to the extent that such activities are not in conflict with Grantee's uses of the Property, including the Trail System;
f. the right to control predatory, invasive, and problem animals (including but not limited to feral pig) by the use of depredation and selective control techniques in accordance with applicable state and federal law;
g. the ability to restore, create, improve, and maintain habitat and natural resources in accordance with state and federal regulations unless such rights are amended and/or converted through the recordation of an amended easement as provided by Section 18, below;
h. the right to conduct Sustainable Forestry activities on the Property as defined in Exhibit B, including the right to reduce fuel loads to help prevent wildfire consistent with the Purposes of this Easement;
i. the right to conduct projects and activities consistent with the Purposes of this Easement that create, market, transfer and/or sell greenhouse gas ("GHG") sequestration or GHG reduction credits, carbon offset credits and/or any other methodology and/or market participation for the purposes of preventing or mitigating global warming, global climate change, accomplishing any other ecologically beneficial goal, and/or utilizing revenue from such carbon project(s), individually or collectively, to provide funding for the perpetual stewardship of the Protected Values; Further, this is recognized as being a public benefit by the 1993 United Nations Framework Convention on Climate Change; the Federal Energy Policy Act of 1992, section 1605 (a) and (b); and California Public Health and Safety Code section 42823(d), with which this Easement is in conformance;
j. The right to engage in agricultural uses of the Property consistent with the Purposes of this Easement in accordance with sound, generally accepted agricultural practices, provided the agricultural uses are compatible with and do not impair the Protected Values, and further provided that the agricultural uses do not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and are consistent with applicable laws. For the purposes of this Easement "agricultural uses" shall be confined to: breeding, raising, pasturing, and grazing livestock of every nature and description for food production; breeding and raising bees; harvesting, forestry in accordance with applicable County, state and federal law;.
k. the right to rent the Property or portions thereof for limited terms for pursuit of permitted uses, provided, however, Grantor shall (1) provide at least sixty (60) days prior written notice to Grantee of its intent to lease any portion of the Property, (2)

append to each lease a copy of this Easement, and (3) provide to Grantee a copy of any lease subsequently entered into;

l. educational activities consistent with the Purposes of the Easement.

8. 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 Purposes 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. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values of the Property, Grantee may pursue remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. Costs of Enforcement. Any reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor following a violation by Grantor of the terms of this Easement that remains uncured after the expiration of the cure period, including, without limitation, costs of suit and attorneys' fees, and any costs of 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.

10. 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.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor 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.

12. Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. 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 or 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.

13. Hold Harmless.

Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) 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 that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of it's employees; (ii) the obligations specified in Sections 6, 10 and 10(a); and (iii) the existence or administration of this Easement. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

Grantee shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and collectively, "Grantor Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) 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 that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantor or any of it's employees; and (ii) the obligations specified in Section 10 as to obtaining any applicable governmental permits and approvals required for any activity or use requested by Grantee and permitted by this Easement. If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of

and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party.

14. Grantor's Environmental Warranty. This Easement is not intended to create environmental liability in the Grantee. The Grantor represents and warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to defend and indemnify the Grantee Indemnified Parties from and against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste or violation of federal, state or local environmental laws and not the result of Grantee's activities on the Property.

    Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement be construed such that it imposes on, creates in or gives the Grantee:

    a. the obligations or liability of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC section 9601 et seq., and hereinafter "CERCLA");
    b. the obligations or liability of a person described in 42 USC section 9607 (a)(3) or (4);
    c. the obligations of a responsible person under any applicable Environmental Laws, as defined below;
    d. the right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property; or
    e. any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.
    f. The term "Hazardous Materials" includes, without limitation, (i) material that is flammable, explosive, or radioactive; (ii) petroleum products; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 USC section 5101, et seq.), the Hazardous Waste Control Law (California Health and Safety Code section 25100 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.
    g. The term "Environmental Laws" includes, without limitation, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment, or Hazardous Materials.

15. Access. Following the approval of the O&M Plan and the development of an approved Trail System, the Property shall be open to the public for recreational and/or educational uses. The Grantee shall hold harmless, indemnify, and defend Grantor and 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 connected with injury to or the death of any person, or physical damage to any property, resulting from such public access to the Property requested by Grantee and granted in writing in advance by Grantor, except to the extent of the adjudicated proportionate active fault of any of the Grantor Indemnified Parties.

Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Protected Values of the Property. If Grantor undertakes all reasonable actions consistent with the uses of the Property permitted by this Agreement 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 Protected Values of the Property stemming from trespass behavior.

16. Amendment. This Easement may be amended by Grantor and Grantee by mutual written agreement. However, any amendment shall be consistent with the Purposes of this Easement, shall not authorize additional dwelling units and shall not affect its perpetual duration. Any amendment shall be recorded in the official records of the County of Placer, State of California.

17. Assignment or Transfer of Easement. This Easement may be assigned or transferred by Grantee to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States, upon obtaining the prior written consent of Grantor. Such consent shall not be unreasonably withheld by Grantor. If Grantee assigns its interest in this Easement, Grantee shall require the assignee to protect the Protected Values as defined in this Easement. Any assignment without such consent shall be void and of no effect.

18. Placer County Conservation Plan--Amendment and/or Conversion of Conservation Easement. Grantor acknowledges that Grantee is in the process of preparing a habitat conservation plan/natural communities conservation plan called the Placer County Conservation Plan ("PCCP"). The PCCP will establish a regional conservation program, including specific biological resources goals and objectives, and a detailed conservation strategy, including specific land management requirements, among other terms and conditions, which will fulfill requirements for permits authorizing the incidental take of certain covered species and natural communities. The terms and conditions of the PCCP must be approved by United States Fish and Wildlife Service under Section 10 of the Federal Endangered Species Act of 1973, as amended (16 U.S.C. Section 1531 *et seq.*) and by California Department of Fish and Game under California Fish and Game Code Section 2820 and set forth in the PCCP Implementing Agreement(s) (collectively, the "Agency PCCP Approvals"). Because the PCCP has not yet been finalized, and the Agency Approvals have not been given, the specific PCCP terms and conditions that may apply to the Property have not been determined. Grantor agrees that, after the Agency PCCP Approvals have been given and consistent with Section 16, above, this Easement may be amended and/or converted and replaced upon written request of Grantee to provide for improved or enhanced protection of the Protected Values on the Property as required by the PCCP, the PCCP Implementing Agreement(s) and the PCCP Reserve Management Plan for the Easement property in accordance with the PCCP, and agrees to cooperate with Grantee and sign any and all documents necessary to effectuate such amendment and/or conversion. The terms of any such amendment shall be subject to Grantor's approval, which may not be unreasonably withheld. Any such amendment shall not create an additional financial burden for Grantor, unless Grantor receives adequate financial compensation as determined by Grantor at its sole discretion, from Grantee or at Grantee's direction. Any such amendment shall be consistent with California law governing conservation easements and shall not affect the perpetual duration of this

Easement. Any such amendment and/or conversion shall be recorded in the official records of Placer County and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Easement or limit its enforceability in any way.

20. Notices.
    a. "Notice" means any notice, demand, request or other communication or document to be provided under this Easement to a Party to this Easement
    b. The Notice shall be in writing and shall be given to the Party at its address or facsimile number set forth below, or such other address or facsimile number as the Party may later specify for that purpose by Notice to the other Party. Each Notice shall, for all purposes, be deemed given and received:

        (1) If given by facsimile, when the facsimile is transmitted to the Party's facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours;

        (2) If hand-delivered to a Party against receipted copy, when the copy of Notice is receipted;

        (3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the Party; or

        (4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the Party specified below:

        If to Grantor: The Trust for Public Land
        California State Office
        101 Montgomery Street, Suite 900
        San Francisco, CA 94104

Copies of any Notice to Grantor shall also be sent to:

Placer Land Trust
11661 Blocker Drive, Suite 110
Auburn, CA 95603
Telephone No. (530) 887-9222
Facsimile No. (530) 888-7720

If to the Grantee: County of Placer
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
Attn: Property Manager
Telephone No. (530) 886-4900
Facsimile No. (530) 889-6857

Copies on any Notice to Grantee shall also be sent to:

County of Placer
Office of County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Facsimile No. (530) 889-4069

If to ARB: State of California
Air Resources Board
P.O. Box 2815
Sacramento, CA 95812-2815

c. If any Notice is sent by facsimile, the transmitting Party shall send a duplicate copy of the Notice to the other Party by regular mail. In all events, however, any Notice sent by facsimile transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other Party.
d. The provisions above governing the date on which a Notice is deemed to have been received by a Party to this Easement shall mean and refer to the date on which a Party to this Easement, and not its counsel or other recipient, to which a copy of the Notice may be sent, is deemed to have received the Notice.
e. If Notice is tendered under the provisions of this Easement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Easement. The contrary notwithstanding, any Notice given to either Party in a manner other than that provided in this Easement that is actually received by the noticed Party, shall be effective with respect to such Party on receipt of the Notice.
f. Provided that in the event Grantee assigns or transfers its rights under this Easement, copies of all notices to Grantee shall still be given to the County of Placer, Department

of Facility Services. Furthermore, Grantor, and Grantor's successors and/or assigns, shall notify Grantee within ten (10) days of the change in ownership of the Property or a portion thereof.

g. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive Notices that are given in accordance with this paragraph, and that any person to be given Notice actually receives such notice. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other Party written Notice of the new address in the manner set forth above.

21. General Provisions

a. California Law. The Parties hereto acknowledge that this Easement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Easement shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, Placer County. The Parties hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.

b. Liberal Construction. Any general rule of construction to be contrary not withstanding, this Easement shall be liberally construed in favor of the grant to effect the Purposes 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 Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. 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.

d. 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.

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

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

g. Successors; Recordation; Future Cooperation. 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. Notwithstanding any provision of this Easement to the contrary, upon transfer of its fee interest in the Property, Grantor shall have no further obligations under this Easement, and Grantee shall thereafter look only to Grantor's successors-in-interests for fulfillment of any of Grantor's obligations or covenants under this Easement. Grantor consents to the recordation of this Agreement in the Official Records of Placer County. The Parties further agree and acknowledge that their respective obligations and the mutual goals of the Parties hereunder are dependent on the mutual cooperation and good faith efforts of the Parties. The Parties therefore agree

to execute such additional documents and take such other actions as may be reasonable and necessary to carry out the Purposes of this Agreement.

h. 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.

i. No Governmental Approval. The grant of this Easement shall not grant or convey any discretionary land use approvals; nor shall it constitute a governmental approval of any improvements, construction or other activities which may be permitted under this Easement.

j. Third Party Beneficiaries. This Easement creates one (1) third party beneficiary, the California Air Resources Board, an entity of the State of California Environmental Protection Agency ("ARB"). ARB is a third party beneficiary with its right limited to enforcing any obligation under the Easement to the extent it relates to Grantor's Carbon Project, including creation, marketing and sales of GHG sequestration or GHG reduction credits, carbon offset credits or related sales to the extent Grantor does so in accordance with Section 7(i), above. These rights include standing as an interested party in any proceeding affecting the Easement. ARB is named as a third party beneficiary only because Grantor estimates that the creation, marketing and sale of GHG sequestration or GHG reduction credits, carbon offset credits or related sales will be necessary to fund Grantor's perpetual stewardship of the Protected Values. Other than the foregoing, this Easement creates no additional third party beneficiaries.

k. Counterparts. This Agreement may be executed in counterparts.

l. Legal and Financial Review. Each party represents and warrants that it has had the opportunity to review this Easement with the legal and/or financial adviser(s) of its own choosing, or has knowingly declined the opportunity to do so. Grantor agrees and acknowledges that the Grantee makes no representations or statements of any kind regarding the tax consequences of this Easement.

m. Attorneys' Fees. Should any party hereto commence any action or proceeding to enforce any provision of this Easement or for damages by reason of an alleged breach of any provision of this Easement or for declaratory relief or specific performance, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party and costs and expenses incurred in such action or proceeding.

n. No Waiver. Grantee's failure to enforce any right or provision of the terms and conditions of this Easement shall not constitute a waiver of such right or provision unless expressly acknowledged by Grantee in writing.

22. Unrecorded Baseline Information. The Parties agree and acknowledge that the Baseline Document Report attached as Exhibit D hereto is premised upon certain site maps, aerial photos, and ground level photography which is not suitable for recording at the Office of the County Recorder (hereinafter, the "Unrecorded Baseline Information.") County agrees to retain the Unrecorded Baseline Information at the Clerk of the Board of Supervisors, and at the Department of Facility Services, or other County office as the County may designate upon notice to Grantor, for at least ten (10) years from the date this Easement is recorded.

IN WITNESS WHEREOF, Grantor has executed this Deed of Easement this 16th day of December, 2010.

THE TRUST FOR PUBLIC LAND (GRANTOR)

By: _____ Date: 12-16-10

By: _____ Date: 12-16-10

[Notarization of Grantor's signatures]

Exhibit A-1: Property Legal Description
Exhibit A-2: Property Map
Exhibit B: Permitted Uses and Practices
Exhibit C: Prohibited Uses and Practices
Exhibit D: Baseline Documentation Report

ACKNOWLEDGMENT

State of California
County of San Francisco

On Dec 16, 2010 before me, Hsiao-Wen Shih, **Notary Public** personally appeared Gilman Miller, who 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/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HSIAO-WEN SHIH
Commission # 1840657
Notary Public - California
San Francisco County
My Comm. Expires Mar 16, 2013

ACKNOWLEDGMENT

State of California
County of San Francisco

On Dec 16, 2010 before me, Hsiao-Wen Shih, **Notary Public** personally appeared Cecilia Blake, who 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~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

HSIAO-WEN SHIH
Commission # 1840657
Notary Public - California
San Francisco County
My Comm. Expires Mar 16, 2013

EASEMENT PROPERTY LEGAL DESCRIPTION

PARCEL ONE:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

APNS: 026-020-012 AND 013

PARCEL TWO:

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B.& M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B. & M., WHICH LIES IN PLACER COUNTY.

APNS: 026-020-009 AND 011

PARCEL THREE:

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

APN: 026-061-003

PARCEL FOUR:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCELS ONE THROUGH THREE ABOVE AS SET FORTH AND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED JUNE 19, 1998, AS INSTRUMENT NO, 98-0047099, 98-0047100, 98-0047102, AND 98-0047103, OFFICIAL RECORDS, AND AS AMENDED BY AN INSTRUMENT RECORDED APRIL 6, 2000 AS INSTRUMENT NO. 2000-0023218

PARCEL FIVE:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING OUTSIDE OF PLACER COUNTY.

APNS: 026-061-001 AND 068 (PORTION)

PARCEL SIX:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 3 IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M.

APNS: 026-061-007 AND 051

PARCEL SEVEN:

THAT PARCEL OF LAND DESCRIBED IN DEED TO ALLAN Y. WU RECORDED ON MARCH 4, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY

ON DOCUMENT NUMBER 91-011403, OFFICIAL RECORDS, BEING A PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, PLACER COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, OF THE MOUNT DIABLO BASE AND MERIDIAN.

APN: 026-061-068 (PORTION)

PARCEL EIGHT:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (B), AT PAGE 244 OF SAID INSTRUMENT.

PARCEL NINE:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK, 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (A) AT PAGE 244 OF SAID INSTRUMENT.

PARCEL TEN:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED ON APRIL 25, 1977, IN BOOK 1832, AT PAGE 385, PLACER COUNTY OFFICIAL RECORDS.

PARCEL ELEVEN:

AN EASEMENT 50 FEET IN WIDTH APPURTENANT TO PARCELS SIX AND SEVEN ABOVE OVER AN EXISTING ROADWAY LOCATED IN THE WEST HALF OF SECTION 10, THE NORTHEAST QUARTER OF SECTION 10, AND THE WEST HALF OF SECTION 11, ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 10 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS NORTH 00 DEGREES 10'06" WEST 2133.23 FEET; THENCE FROM SAID POINT OF BEGINNING FOLLOWING ALONG THE CENTERLINE OF AN EXISTING ROADWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 64 DEGREES 38'04" EAST 231.43 FEET; SOUTH 45 DEGREES 43'10" EAST 426.44 FEET; SOUTH 69 DEGREES 45'45" EAST 286.51; NORTH 53 DEGREES 59'10" EAST 438.84 FEET; SOUTH 77 DEGREES 52'03" EAST 303.33 FEET; SOUTH 70 DEGREES 21'07" EAST 203.08 FEET; SOUTH 59 DEGREES

39'03" EAST 193.48 FEET; SOUTH 75 DEGREES 57'57" EAST 203.25 FEET; SOUTH 83 DEGREES 37'59" EAST 275.43 FEET; SOUTH 83 DEGREES 11'57" EAST 580.80 FEET; SOUTH 88 DEGREES 14'07" EAST 913.74 FEET; NORTH 53 DEGREES 34'28" EAST 156.51 FEET; NORTH 61 DEGREES 24'16" EAST 566.00 FEET; NORTH 48 DEGREES 27'58" EAST 370.45 FEET; NORTH 62 DEGREES 00'58" EAST 243.94 FEET; NORTH 65 DEGREES 03'28" EAST 258.89 FEET; SOUTH 77 DEGREES 10'07" EAST 258.05 FEET; SOUTH 50 DEGREES 56'52" EAST 579.20 FEET; SOUTH 22 DEGREES 21'03" WEST 221.03 FEET; SOUTH 44 DEGREES 08'57" EAST 168.60 FEET; SOUTH 61 DEGREES 16'46" EAST 152.83 FEET; SOUTH 88 DEGREES 31'02" EAST 329.19 FEET; NORTH 74 DEGREES 40'08" EAST 168.46 FEET; SOUTH 83 DEGREES 12'09" EAST 209.37 FEET; SOUTH 58 DEGREES 39'39" EAST 205.29 FEET; SOUTH 21 DEGREES 32'49" EAST 414.40 FEET; SOUTH 13 DEGREES 18'24" EAST 268.18 FEET; TO THE END OF THE EASEMENT HEREIN DESCRIBED AS GRANTED IN DEED RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014536.

SAID EASEMENT BEING THE SAME EASEMENT DESCRIBED FIRST IN EXHIBITS A, B, AND C OF THE PARCEL MAP WAIVER NO. P73170W RECORDED APRIL 8, 1980 IN BOOK 2245, PAGE 218 OFFICIAL RECORDS.

PARCEL TWELVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT DEEDS RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 2005-0013289 AND JUNE 24, 2005 AS INSTRUMENT NO. 2005-0081571 OFFICIAL RECORDS.

PARCEL THIRTEEN:

A NON-EXCLUSIVE EASEMENT FOR A ROADWAY AND UTILITIES OVER LAND DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO THE FLORENCE P.C. FANG ON SEPTEMBER 16, 2003 RECORDED AS DOCUMENT NO. 2003-0158548, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FOOT WIDE LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

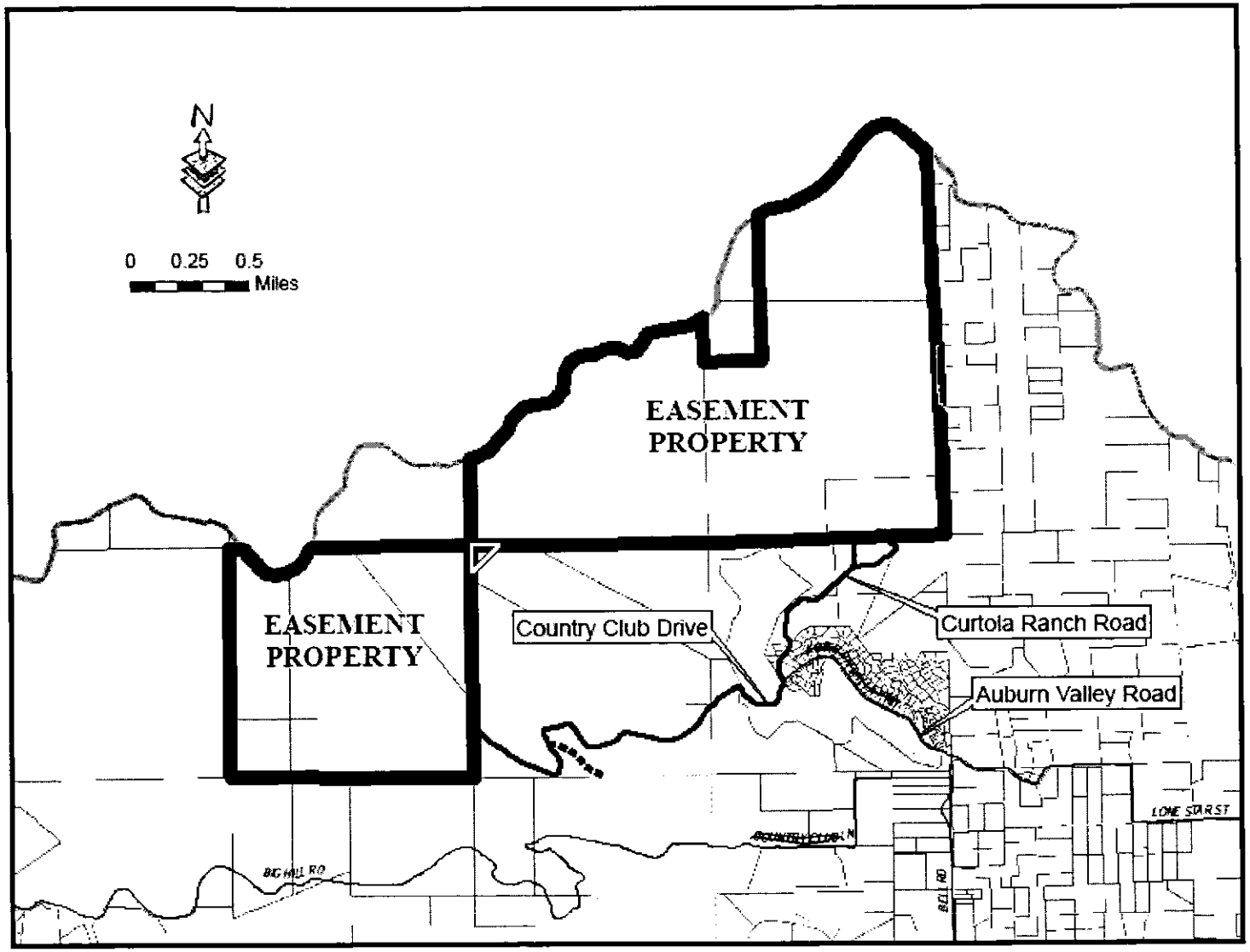
BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND, FROM SAID POINT OF BEGINNING THE NORTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 89 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1720.62 FEET; THENCE ALONG SAID PROPOSED CENTERLINE SOUTH 33 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 410.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 40 SECONDS A LENGTH OF 107.45 FEET AND A CHORD BEARING SOUTH 38 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 107.31 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 173.76 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO

THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 32 SECONDS, A LENGTH OF 132.91 FEET AND A CHORD BEARING SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 132.64 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 265.49 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 41 SECONDS, A LENGTH OF 269.32 FEET AND A CHORD BEARING SOUTH 38 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 268.52 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 39 MINUTES 20 SECONDS, A LENGTH OF 203.57 FEET AND A CHORD BEARING SOUTH 23 DEGREES 11 MINUTES 38 SECONDS EAST A DISTANCE OF 198.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 119.96 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 55 SECONDS A LENGTH OF 168.06 FEET AND A CHORD BEARING SOUTH 08 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 167.51 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 37 MINUTES 44 SECONDS, A LENGTH OF 329.92 FEET AND A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 327.59 FEET; THENCE SOUTH 07 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 475.59 FEET TO THE CENTERLINE OF AN EXISTING 50 FOOT WIDE ROADWAY AND PUBLIC UTILITY EASEMENT AS RECORDED IN BOOK 2245, AT PAGE 218, OFFICIAL RECORDS OF PLACER COUNTY.

THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID NORTHERLY BOUNDARY AND THE NORTH BOUNDARY OF SAID EXISTING ROADWAY AND PUBLIC UTILITY EASEMENT.

END OF LEGAL DESCRIPTION

EXHIBIT A-2 EASEMENT PROPERTY



DEPICTION

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 at Grantor's sole discretion, and they are not to be precluded, prevented, or limited except as otherwise provided by this Easement.

1. Reserved Rights: To implement, use and reserve all of Grantor's reserved rights as allowed in Section 7, herein.
2. Agriculture:
   a. Grazing: To conduct grazing as a tool for habitat management, for fuel load management that reduces fire threat, for economic gain and for related purposes to the extent consistent with the Purposes of the Easement and compatible with protecting the Protected Values. Grantor or Grantor's designee(s) may graze any species of animal that does not cause significant damage to oak trees and/or cause significant soil erosion. Grantor may overseed with advance written permission of Grantee.
   b. Animals: To keep any animal or insect, consistent with the Purposes of the Easement and compatible with protecting the Protected Values, which does not significantly damage the woodland, wildlife habitat, rangeland, soil, or water quality.
   c. Crops: To plant crops for non-commercial use.
3. Fencing: To place, construct, and maintain fencing deemed by Grantor to be reasonably necessary and that are not detrimental to the Protected Values of the Easement.
4. Improvements and Facilities:
   a. Construction and Maintenance: To maintain and repair existing structures, fences, roads, ditches, and other improvements on the Property.
      i. Construction of Buildings: To construct non-residential buildings and related structures that are accessory to property and habitat management or permitted agricultural uses on the Property, subject to obtaining the express written approval of Grantee as provided by this Easement. Grantee retains the right to deny requests for construction, if in Grantee's sole determination the location of construction would be detrimental to the Protected Values of the Easement. Upon completion of construction, Grantor shall update the Baseline Documentation Report to describe and depict the location of such improvements.

ii. Construction within a Building Envelope: Grantor and Grantee shall agree upon a building envelope prior to Grantee permitting Grantor to apply for a Building Permit. At the time of such building envelope designation, Grantor shall submit a metes and bounds description to the Grantee. Within the building envelope, Grantor may construct residential buildings and other accessory buildings (barns, sheds, etc.) as allowed by Grantee.

b. Replacement: To replace destroyed, deteriorated, or obsolete improvements, structures, fences, corrals, roads or ditches, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, Grantor may replace the same with improvements or structures of similar size, function, capacity and location.

c. Rental: To retain the right to rent all or a portion of the Property and/or structures for permitted uses.

d. Trail System: To construct a non-motorized multiuse trail system on the Property, including associated uses, with Grantee. The Parties agree and acknowledge that the precise alignment and construction of the Trail System is subject to further review and mutual approval by the Parties. The Parties agree and acknowledge that construction and utilization of the Trail System is intended to be consistent with the Protected Values, and any Grantor reserved rights or activities that may be present on the Property at the time the Trail System is identified.

5. Conservation Uses: To pursue those activities employed in the preservation, enhancement, restoration, and/or creation of Protected Values and to engage in any and all conservation uses of the Property in accordance with sound, generally accepted conservation practices.

a. Habitat. To restore, create, plant, propagate, improve, enhance, and maintain habitat in accordance with local, state and federal standards and regulations unless such rights are amended and/or converted through the recordation of an amended easement as provided by Section 18 of this Easement.

b. Sustainable Forestry: To engage in understory clearing, tree thinning, tree cutting, and clearing of dead or down wood for fuel load reduction and/or forest and woodland health ("Sustainable Forestry") or for carbon project activities as described in Section 7(i) of this Easement. To remove from the Property any vegetative and woody debris from Sustainable Forestry activities for any purpose (including but not limited to sale or use as biomass) in accordance with any plan that may be developed prior to registration of a forest carbon sequestration project, with Grantor's approval, or to utilize vegetative and woody debris for habitat enhancement on the Property. Nothing permitted by this section shall allow any practice that is inconsistent with the Purposes of this Easement, damages, decreases, or fragments woodland areas or adversely impacts the Protected Values

c. Tree Removal: To cut and remove trees only as necessary to: pursue Conservation Uses; construct or repair buildings, fences, and other permitted improvements; cut or collect firewood for the heating of permitted residences; prevent property damage; prevent personal injury or for general public safety; control insects or disease; or as otherwise permitted by this Easement. General tree clearing for rangeland enhancement, animal husbandry or other agricultural activities is prohibited.

6. Water Resources and Impoundments.
   a. NID Easement. To utilize existing Nevada Irrigation District easements to convey and receive water for permitted agricultural uses, which are consistent with the Protected Values of this Easement.
   b. Agricultural Stock Ponds. To construct and maintain additional ponds and wells on the Property, provided that any pond is less than one (1) acre, in area. Such ponds are to enhance permitted agricultural and recreational purposes, and may not be used for motorized recreational watercraft. Grantor shall obtain the express written approval of Grantee for the construction of such ponds, and Grantee retains the right to deny requests for construction, if in Grantee's sole determination the construction would be detrimental to the Protected Values of the Easement.
7. Vehicle Usage. To operate motorized vehicles anywhere on the Property by Grantor or Grantor's designee(s) for property and habitat management, Sustainable Forestry and permitted agricultural activities, provided that such motorized vehicle use does not significantly impair the Protected Values, provided, that operation of motorized vehicles off of identified roads shall be minimized. To operate motorized vehicles by Grantor, Grantor's designee(s), Grantee or Grantee's designee(s) on any baseline-identified roads and the Trail System.
8. Recreational Uses. To utilize the Property for recreational or educational purposes including but not limited to hiking, bicycling, horseback riding, hunting, and fishing. To provide educational opportunities.
9. Signage. To post signage for trespass. Grantor or Grantee, with advance written notice to the other Party, may also place and maintain signage on the Property that describes the involvement of Grantor and Grantee and any funding partners that contribute to the purchase of the Property, or that furthers the Purposes of the Easement and is associated with the uses permitted hereunder.
10. Carbon Projects: Grantor shall be permitted to pursue carbon sequestration, carbon credit sales, and related carbon projects as described in Section 7(i) herein.

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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:

1. Impairment of Protected Values. The impairment of the Protected Values, except as otherwise expressly permitted herein. Conduct of those activities that are inconsistent with the Protected Values, and the Purposes of this Easement.
2. Commercial or Industrial Use. The establishment and conduct of commercial or industrial uses, the conduct of commercial timber or fuel wood harvesting unless associated with Sustainable Forestry as permitted in Exhibit B, or the construction, placing, or erection of billboards or any signs, except as permitted in Exhibit B.
3. Construction. The construction, reconstruction, or replacement of structures, housing, roads, trails, and other improvements and facilities, except as otherwise may be allowed by this Easement.
4. Subdivision. The gift deeding, subdivision (parcel map or final map for sale, lease or financing), or de facto subdivision of the Property. Note however, that the lease of all or a portion of the Property for permitted uses (such as productive agricultural use), which is otherwise consistent with terms of this Easement, shall not be prohibited by this Section.
5. Motorized Vehicles. The use of motorized vehicles, except as permitted in Exhibit B or for emergencies.
6. Tree Cutting. The harvesting or removal of trees, except as permitted in Exhibit B.

EXHIBIT C
PROHIBITED USES AND PRACTICES

7. Dumping. 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, and that no runoff from organic material shall adversely affect water quality. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or hazardous waste shall be placed, stored, dumped, buried, or permitted to remain on the property except as reasonably required for the use of the Property for management purposes, and in accordance with applicable law.
8. Soil Degradation. Ranching (e.g., overgrazing), agricultural, or other uses otherwise permitted under this Easement, which result in significant degradation of soil quality, sedimentation of adjoining waterways, or excessive erosion. Intermittent and short-term instances of erosion that occur in limited areas as a result of Trail System or road construction/utilization/maintenance, which are subsequently repaired shall be permitted by this Easement.
9. Water Quality Degradation. Ranching, agricultural, Conservation, or other uses otherwise permitted under this Easement, which result in significant degradation of water quality. Stockpiling animal wastes, compost, or loose soil in a manner whereby runoff adversely affects water quality.
10. Surface Alteration or Excavation. Any alteration of the topography and natural drainage of the Property including, without limitation, the removal of soil or the extraction of minerals by any surface mining method, except as may be required for uses on the Property incidental to the agricultural uses permitted herein, and provided that such removal or extraction is limited and localized, is not irremediably destructive of significant conservation interests, does not damage, impair or endanger the Protected Values of the Property, is in accordance with applicable law, and is approved, as to location and amount of materials and any necessary or appropriate remediation, in writing by Grantee. Grading activities are to be limited to: the maintenance of baseline roads; grading for, to, and within the Trail System and any permitted building activities; and grading for new roads that replace decommissioned roads resulting in enhancement of the Protected Values subject to Grantee approval.
11. Water Rights. Grantor shall not transfer or otherwise convey water rights that may otherwise be needed to further Purposes.
12. Crops. Cultivation and planting of both permanent and non-permanent crops, except as permitted in Exhibit B.

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EXHIBIT D

BASELINE DOCUMENTATION REPORT

PLACER COUNTY PROPERTY ASSESSMENT BRUIN RANCH "PHASE 1" BASELINE DOCUMENTATION REPORT

December 1, 2010

PROPERTY DESCRIPTION

Property Owner: The Trust for Public Land, a California non-profit public benefit corporation. The Trust for Public Land acquired this property from Harvego Real Estate LLC, a California limited liability company, and intends to transfer the property to Placer Land Trust, a non-profit corporations incorporated under the laws of the State of California as a tax-exempt public charity described in Section 815.3 of the California Civil Code and Sections 501 (c)(3) and 509 (a)(1) of the Internal Revenue Code.

Property Address: (see "General Location" below)

General Location: Along Bear River north and west of Auburn Valley Country Club, off of Auburn Valley Drive, north of the intersection of Bell Road and Lone Star Road in the unincorporated area of Placer County.

Assessors Parcel Numbers: 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, and 026-061-068,

Zoning: Farm with a combining building site minimum of 160 acres (F-B-X160)

General Plan Designation: Agricultural 80 Acre Minimum

Area of Parcel(s): 1,773 acres

General Description: The property contains dense stands of blue oak woodland, mixed hardwood/conifer forest, grassland, rock outcroppings, dry land pasture, ponds, and approximately three miles of the Bear River. There are no structures on the property. Additional information about the property description, content, and characteristics is on file at the offices of Placer Land Trust.

Aerial Attached: ☒ Yes ☐ No
An aerial map of the property is attached as Attachment 'A'.

Field Review Conducted: ☒ Yes ☐ No
If yes, what was the date of the field review? Several field reviews during 2009 and 2010, most recently December 1, 2010.

PROPERTY ASSESSMENT

Onsite Resources:

1. **Agricultural Resources:** The land is currently used for seasonal grazing of 50-500 cattle. There is a limited area of irrigated pasture on the property (approximately 30 acres), with most of the rest of the property used as dry pasture grazing. The property is also used for bee-keeping. No other crops are grown or harvested.

2. **Biological Resources:** The site is dominated by blue oak woodland, non-native grasses (dry pasture) and mixed hardwood/conifer forest. Woodland and forest understory consists of non-native annual grasses with a moderate shrub layer. Forage composition is typical for foothill annual grasslands. The site is currently grazed, which has controlled the spread of invasive plants such as yellow-star thistle, medusahead, and Himalayan blackberry. The Bear River flows along the property boundary for approximately three miles, and there are an additional 16 miles of streams and a half-dozen ponds/wetlands. According to the Placer County Soil Survey for the Western part of Placer County, the main soils on the property are Auburn-Sobrante-Rock Outcrop Complex and Auburn-Sobrante Silt Loams (Soil Survey Staff NRCS, 2008). The property supports suitable habitat for a number of Federally and State listed species. A list of plant and animal species observed on the property during 2009 and 2010 is on file at the offices of Placer Land Trust. Ground-level photographic documentation of existing conditions is attached as Attachment 'C'. Additional photos are on file at the offices of Placer Land Trust.

3. **Scenic/Historic Resources:** The property includes Bald Rock Mountain, elevation 1,681 feet above sea level (the high point of the property), from which much of El Dorado, Placer, Nevada and Sacramento counties are visible, as are the Sierra Nevada mountains, Sutter Buttes, Sacramento Valley, and Coast Range. Evidence of historic Native American habitation includes several grinding holes and other archeological sites spread across the property, indicating the presence of Nisenan, Maidu, and Martis peoples. The property contains an extensive system of rock walls dating from the Gold Rush era. A Cultural Assessment Report detailing more complete historic and cultural resources is on file at the offices of Placer Land Trust.

4. **Outdoor Recreation:** The land is currently not accessible to the public. Due to the property's size and location, and the intent of Placer Land Trust as the eventual landowner, the property is ideal for multiple public recreation opportunities.

Infrastructure:

1. **Roads/Frontage:** The main access roads are two private roads, Auburn Valley Road and Curtola Ranch Road, which are accessed from two public roads Bell Road and Lone Star Road . The property may also be accessed from the private Big Hill Road. A number of dirt roads transverse the property. All of the roads located on the property are unpaved. See Attachment 'B' for a map showing roads and trails.

2. **Sewer/Septic:** No septic system, leach field, or sewer infrastructure are located on the property. The Auburn Valley Country Club has a nearby wastewater treatment plant but no service is currently provided to the subject property.

3. **Treated surface water/groundwater:** There is no treated water on the property.

4. **Irrigation water:** Irrigation water transverses the property through a system of natural and enhanced ponds and sloughs, although currently there is no irrigated pasture on the property.

Additional Information:

1. **Development Potential:** Property is zoned for 160-acre minimum. The northern 1,153 acres is subject to a California Land Conservation Agreement ("Williamson Act"). However, the parcels could be subdivided further based on historic entitlements.

2. **Existing Structures/Activities:** Currently there are no residences or permanent structures on the property. The only notable activity is agricultural production (livestock grazing).

3. **Adjacency to Other Conservation Lands:** The property is directly adjacent to 992-acre Garden Bar Preserve (to the west/downstream), permanently preserved by Placer Land Trust and the landowner through a perpetual conservation easement. The property is also directly adjacent to 255 acres on both sides of the Bear River owned by the U.S. Bureau of Land Management. The property is very near to the 313-acre Liberty Ranch Big Hill Preserve (to the south), permanently preserved by Placer Land Trust and

the landowner through a perpetual conservation easement, as well as other lands preserved by Placer Land Trust (Taylor Ranch Preserve, Kotomyan Big Hill Preserve, Shutamul Bear River Preserve, etc) and Placer County (Hidden Falls Regional Park).

4. **Areas of Concern:** There are a few areas of the property that show signs of erosion or seepage and are areas of concern for water quality or habitat degradation, property damage, and safety.

   "AC1" in Attachment 'B'. The main canal/drainage that connects a series of ponds along the south boundary of the north parcel is deeply incised in sections and is showing extensive erosion; this sediment is potentially being transported into the wetlands and ponds downstream.

   "AC2" and "AC3" in Attachment 'B'. There are two ranch roads that cut through pond and wetland features and are eroding; these roads are likely to increase sedimentation in the adjacent waterways.

   "AC4" in Attachment 'B'. One pond on the property has been augmented by a levee constructed to provide an easily accessible ranch road on the south boundary of the property. This levee is seeping or leaking at the base, where the fill dirt and bedrock meet, and the seepage has created a small wetland on the south side of the levee. The water coming through the levee may weaken and cause failure of the levee. If the levee fails a huge amount of sediment, fill, and other material could end up being washed into the pond system, which could destroy or disrupt the road, damage water quality, and destroy vegetation. If the failure of the levee were sudden, it could possibly even injure people, livestock and wildlife.

ACKNOWLEDGEMENT OF PROPERTY CONDITION

In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, the undersigned accept and acknowledge that this Baseline Documentation Report is an accurate representation of the property at the time the conservation easement was transferred by the grantor to the grantee.

Grantee: Placer County

By: Loren E. Clark Date: 12-20-10

Loren E. Clark, Assistant Director of Community Development/Resource Agency

Grantor (Property Owner): Trust for Public Land

By: _____ Date: 12-16-10

GILMAN MILLER, COUNSEL

Interested Third Party: Placer Land Trust

By: _____ Date: 12-20-10

Jeff Darlington, Executive Director

ATTACHMENTS:

Attachment A – Aerial Site Map

Attachment B – Relevant Features Map

Attachment C – Ground Level Photography

Note: Attachments A, B and C are not recorded, but are available for review at:

Placer County Department of Facility Services
Property Management Division
11476 C Avenue
Auburn, Ca 95603
(530) 886-4960

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

County of PLACER)

On December 20 2010 before me, DEBORAH K. YUE, Notary Public, personally appeared Jessica Pierce----------, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah K Yue (Seal)

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

County of Placer)

On December 20 2010 before me, Deborah K. Yue, Notary Public, personally appeared LOREN E. CLARK, who 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/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah K Yue (Seal)

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

ACCEPTANCE

This is to certify that the interest in real property described in this Deed of Conservation Easement is hereby accepted on behalf of the public by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to the authority conferred by Resolution No. 2010-346 as approved by the County Board of Supervisors on December 14, 2010, and the Grantee consents to the recordation thereof by its duly authorized agent.

Signature

Dated 12/17/2010

James Durfee
Director of Facility Services

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A Resolution authorizing the Director of Facility Services, or his designee, to execute all necessary documents and to take all actions associated with the acquisition of the conservation easement over portions of the Bruin Ranch, located in the Auburn Valley/Big Hill area of Placer County and the acquisition of an irrevocable offer of dedication for a conservation easement over property known as the Doty Ravine Preserve in western Placer County.

Resol. No: 2010-346

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors, County of Placer, State of California

Deputy Clerk

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held December 14, 2010 by the following vote on roll call:

Ayes: ROCKHOLM, WEYGANDT, HOLMES, MONTGOMERY, UHLER

Noes: NONE

Absent: NONE

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest: Clerk of said Board

WHEREAS, Harvego Real Estate, LLC is the owner of APNs 026-020-009, 026-020-011, 026-020-012, 026-020-013, 026-061-001, 026-061-003, 026-061-007, 026-061-051, 026-061-068 comprising of approximately 1,773± acres, located in the Auburn Valley/Big Hill area of Placer County California (the "Property"); and

WHEREAS, Harvego Real Estate, LLC desires to sell this Property to the Trust for Public Land; and

WHEREAS, the Trust for Public Land desires to sell a conservation easement to the County of Placer (hereinafter "County") to preserve recreation, agricultural, wildlife habitat, cultural and open space conservation/mitigation values; and

WHEREAS, the Placer Land Trust is the owner of APNs 020-162-020, 020-162-022 and 020-150-027 comprising approximately 427 acres of property known as the Doty Ravine Preserve located in western Placer County California (the "Preserve"); and

WHEREAS, the Placer Land Trust desires to grant to County an irrevocable offer of dedication for a habitat conservation easement over the Preserve; and

WHEREAS, a conservation easement over the Preserve will preserve wildlife habitat, cultural and open space conservation/mitigation values of great importance to the County, the people of the State of California and the people of the United States; and

WHEREAS, the Purchase Price to acquire conservation easements over the Property and Preserve is Five Million and No/100 Dollars ($5,000,000.00) (the "Purchase Price"); and

WHEREAS, upon the Trust for Public Land's receipt of grant funds from the California Wildlife Conservation Board for acquisition of the Property, the County desires to acquire the conservation easements over the Property and the Preserve for the Purchase Price.

NOW THEREFORE, BE IT RESOLVED, that the Placer County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee to execute on behalf of the County all documentation necessary to acquire a conservation easement over the Property and irrevocable offer of dedication of a conservation easement over the Preserve as described herein, and to take all other actions necessary to acquire the subject property interests; does hereby authorize the disbursement of County funds necessary to complete the transaction; and does hereby consent to the acceptance and recordation of the deeds, easements, and related documents for said property interests.

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

PLACER, County Recorder
JIM MCCAULEY
DOC- 2010-0106118-00
PLACER TITLE - RECORDING
TUESDAY, DEC 21, 2010 8:00:00

MIC	$3.00	AUT	$9.00	SBS	$8.00
ERD	$1.00	RED	$1.00	REC	$17.00
ADD	$0.00			PCOR	$20.00

Ttl Pd $59.00 Rcpt # 02095007
clkghlmfj1/GV/1-9

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

The Trust for Public Land
101 Montgomery Street, 9th Floor
San Francisco, CA 94104
Attn: Legal Department

MAIL TAX STATEMENTS TO SAME
ADDRESS AS ABOVE

102-32825 DY

Space above this line for Recorder's Use Only
APN(s): 026-020-012, -013, -009, -011 and 026-061-003, -001, -068, -007, and -051

GRANT DEED

AMOUNT OF REAL PROPERTY TRANSFER SHOWN ON SEPARATE PAPER, PLACER COUNTY CODE SECTION 4.08.150

For good and valuable consideration, the receipt of which is hereby acknowledged, **HARVEGO REAL ESTATE LLC**, a California limited liability company ("**Grantor**"), does hereby grant and convey to **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation ("**Grantee**"), all the real property situated in the County of Placer, State of California, described at Exhibit A attached hereto and incorporated herein by this reference ("Property").

TO HAVE AND TO HOLD, the above granted and described Property, together with all tenements, hereditaments, and appurtenances, including leases, improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Grantor and in any way related to or accruing to the use and benefit of that real property, unto Grantee, and its assigns.

EXCEPT that Grantor, for itself and its successors and assigns, hereby reserves easements on the Property as provided in that certain Reciprocal Easement Agreement between Grantor and Grantee recorded in the official records of Placer County concurrently herewith.

IN WITNESS WHEREOF, Grantor has executed this instrument this 17 day of December, 2010.

Harvego Real Estate LLC,
a California limited liability company
2356 Gold Meadow Way
Suite 201
Gold River, CA 95670

By: Lloyd H. Harvego
Lloyd H. Harvego, Manager of Harvego Enterprises, LLC
Harvego Enterprises, LLC, Manager of Harvego Real Estate, LLC

Date: December 17, 2010

ACKNOWLEDGMENT

State of California
County of PLACER

On 12-17-10 before me, DEBORAH K.YUE, **Notary Public** personally appeared LLOYD H. HARVEGO, who 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/~~she/the~~y executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/the~~ir signature(~~s~~) on the instrument the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**
DEBORAH K. YUE

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

EXHIBIT A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OFPLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE: APNS: 026-020-012 AND 013

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST,M.D.B. & M., THAT LIE SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 25.

PARCEL TWO: APNS: 026-020-009 AND 011

THOSE PORTIONS OF SECTIONS 25, 35 AND 36, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B.& M., WHICH ARE BOUNDED AS FOLLOWS:

ON THE NORTHWEST BY THE CENTER LINE OF THE BEAR RIVER; ON THE EAST BY THE EAST LINE OF SAID SECTION 25; ON THE SOUTHEAST BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE CONTINUING IN A DIRECT LINE NORTHEASTERLY TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 25; AND ON THE WEST BY THE WEST LINE OF SAID SECTION 35.

EXCEPTING THEREFROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 7 EAST, M.D.B.& M., WHICH LIES IN PLACER COUNTY.

PARCEL THREE: APN: 026-061-003

THAT PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH ALONG THE EAST LINE THEREOF 52.60 CHAINS; THENCE NORTH 37 DEGREES 30 MINUTES WEST 66.08 CHAINS TO THE NORTH ONE-QUARTER CORNER OF SECTION 3; THENCE EAST ALONG THE NORTH LINE OF SECTION 3, A DISTANCE OF 40 CHAINS TO THE POINT OF BEGINNING.

PARCEL FOUR:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCELS ONE THROUGH NINE ABOVE AS SET FORTH AND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED JUNE 19, 1998, AS INSTRUMENT NO, 98-0047099, 98-0047100, 98-0047102, AND 98-0047103, OFFICIAL RECORDS, AND AS AMENDED BY AN INSTRUMENT RECORDED APRIL 6, 2000 AS INSTRUMENT NO. 2000-0023218

PARCEL 5: APNS: 026-061-001 AND 068 (PORTION)

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., AND RUNNING THENCE WEST ON THE LINE DIVIDING THE SOUTH HALF OF SAID SECTION 3 INTO NORTH AND SOUTH HALVES TO THE WEST LINE OF SAID SECTION 3; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 3, TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EAST ALONG THE TOWNSHIP LINE, THE SAME BEING THE NORTH SECTION LINE OF SAID SECTION 3 TO THE POINT BEING COINCIDENT WITH THE NORTHEAST CORNER OF LOT 2 (INCORRECTLY REFERRED TO AS LOT 21 IN DEED THAT RECORDED FEBRUARY 15, 2005 AS INSTRUMENT NO. 2005-0017339) OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 3; THENCE SOUTH 37 DEGREES 30' EAST 66 CHAINS AND EIGHT LINKS TO A POINT ON THE EAST LINE OF SAID SECTION 3, 52 CHAINS AND SIXTY LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 3; AND THENCE SOUTH ON THE EAST LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING OUTSIDE OF PLACER COUNTY.

PARCEL 6: APNS: 026-061-007 AND 051

THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 3 IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M.

PARCEL 7: APN: 026-061-068 (PORTION)

THAT PARCEL OF LAND DESCRIBED IN DEED TO ALLAN Y. WU RECORDED ON MARCH 4, 1991 IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY ON DOCUMENT NUMBER 91-011403, OFFICIAL RECORDS, BEING A PORTION OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, PLACER COUNTY, CALIFORNIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 7 EAST, OF THE MOUNT DIABLO BASE AND MERIDIAN.

PARCEL 8:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (B), AT PAGE 244 OF SAID INSTRUMENT.

PARCEL 9:

A 50' NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED IN BOOK, 1806, AT PAGE 243, ET SEQ, PLACER COUNTY OFFICIAL RECORDS, AS MORE PARTICULARLY DESCRIBED IN PARAGRAPH (A) AT PAGE 244 OF SAID INSTRUMENT.

PARCEL 10:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH FOR INGRESS AND EGRESS APPURTENANT TO PARCELS SIX AND SEVEN ABOVE AS GRANTED TO CAROL R. WULFF, ET AL, IN INSTRUMENT RECORDED ON APRIL 25, 1977, IN BOOK 1832, AT PAGE 385, PLACER COUNTY OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT 50 FEET IN WIDTH APPURTENANT TO PARCELS SIX AND SEVEN ABOVE OVER AN EXISTING ROADWAY LOCATED IN THE WEST HALF OF SECTION 10, THE NORTHEAST QUARTER OF SECTION 10, AND THE WEST HALF OF SECTION 11, ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.& M., THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 10 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 10 BEARS NORTH 00 DEGREES 10'06" WEST 2133.23 FEET; THENCE FROM SAID POINT OF BEGINNING FOLLOWING ALONG THE CENTERLINE OF AN EXISTING ROADWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 64 DEGREES 38'04" EAST 231.43 FEET; SOUTH 45 DEGREES 43'10" EAST 426.44 FEET; SOUTH 69 DEGREES 45'45" EAST 286.51; NORTH 53 DEGREES 59'10" EAST 438.84 FEET; SOUTH 77 DEGREES 52'03" EAST 303.33 FEET; SOUTH 70 DEGREES 21'07" EAST 203.08 FEET; SOUTH 59 DEGREES 39'03" EAST 193.48 FEET; SOUTH 75 DEGREES 57'57" EAST 203.25 FEET; SOUTH 83 DEGREES 37'59" EAST 275.43 FEET; SOUTH 83 DEGREES 11'57" EAST 580.80 FEET; SOUTH 88 DEGREES 14'07" EAST 913.74 FEET; NORTH 53 DEGREES 34'28" EAST 156.51 FEET; NORTH 61 DEGREES 24'16" EAST 566.00 FEET; NORTH 48 DEGREES 27'58" EAST 370.45 FEET; NORTH 62 DEGREES 00'58" EAST 243.94 FEET; NORTH 65 DEGREES 03'28" EAST 258.89 FEET; SOUTH 77 DEGREES 10'07" EAST 258.05 FEET; SOUTH 50 DEGREES 56'52" EAST 579.20 FEET; SOUTH 22 DEGREES 21'03" WEST 221.03 FEET; SOUTH 44 DEGREES 08'57" EAST 168.60 FEET; SOUTH 61 DEGREES 16'46" EAST 152.83 FEET; SOUTH 88 DEGREES 31'02" EAST 329.19 FEET; NORTH 74 DEGREES 40'08" EAST 168.46 FEET; SOUTH 83 DEGREES 12'09" EAST 209.37 FEET; SOUTH 58 DEGREES 39'39" EAST 205.29 FEET; SOUTH 21 DEGREES 32'49" EAST 414.40 FEET; SOUTH 13 DEGREES 18'24" EAST 268.18 FEET; TO THE END OF THE EASEMENT HEREIN DESCRIBED AS GRANTED IN DEED RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014536.

SAID EASEMENT BEING THE SAME EASEMENT DESCRIBED FIRST IN EXHIBITS A, B, AND C OF THE PARCEL MAP WAIVER NO. P73170W RECORDED APRIL 8, 1980 IN BOOK 2245, PAGE 218 OFFICIAL RECORDS.

PARCEL 12:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED IN EASEMENT DEEDS RECORDED FEBRUARY 3, 2005 AS INSTRUMENT NO. 2005-0013289 AND JUNE 24, 2005 AS INSTRUMENT NO. 2005-0081571 OFFICIAL RECORDS.

PARCEL 13:

A NON-EXCLUSIVE EASEMENT FOR A ROADWAY AND UTILITIES OVER LAND DESCRIBED AS FOLLOWS:

A PORTION OF THAT TRACT OF LAND GRANTED TO THE FLORENCE P.C. FANG ON SEPTEMBER 16, 2003 RECORDED AS DOCUMENT NO. 2003-0158548, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FOOT WIDE LYING 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED TRACT OF LAND, FROM SAID POINT OF BEGINNING THE NORTHWEST CORNER OF SAID SECTION 10 BEARS SOUTH 89 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 1720.62 FEET; THENCE ALONG SAID PROPOSED CENTERLINE SOUTH 33 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 410.06 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 40 SECONDS A LENGTH OF 107.45 FEET AND A CHORD BEARING SOUTH 38 DEGREES 48 MINUTES 20 SECONDS EAST A DISTANCE OF 107.31 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 10 SECONDS EAST A DISTANCE OF 173.76 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 32 SECONDS, A LEGNTH OF 132.91 FEET AND A CHORD BEARING SOUTH 37 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 132.64 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 265.49 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1010.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 41 SECONDS, A LENGTH OF 269.32 FEET AND A CHORD BEARING SOUTH 38 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 268.52 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 39 MINUTES 20 SECONDS, A LENGTH OF 203.57 FEET AND A CHORD BEARING SOUTH 23 DEGREES 11 MINUTES 38 SECONDS EAST A DISTANCE OF 198.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS WEST A DISTANCE OF 119.96 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 02 MINUTES 55 SECONDS A LENGTH OF 168.06 FEET AND A CHORD BEARING SOUTH 08 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 167.51 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL

ANGLE OF 23 DEGREES 37 MINUTES 44 SECONDS, A LENGTH OF 329.92 FEET AND A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST A DISTANCE OF 327.59 FEET; THENCE SOUTH 07 DEGREES 26 MINUTES 47 SECONDS EAST A DISTANCE OF 475.59 FEET TO THE CENTERLINE OF AN EXISTING 50 FOOT WIDE ROADWAY AND PUBLIC UTILITY EASEMENT AS RECORDED IN BOOK 2245, AT PAGE 218, OFFICIAL RECORDS OF PLACER COUNTY.

THE SIDELINES OF SAID 50 FOOT WIDE STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY TO TERMINATE AT SAID NORTHERLY BOUNDARY AND THE NORTH BOUNDARY OF SAID EXISTING ROADWAY AND PUBLIC UTILITY EASEMENT.

Project Name: Harvego Trail Connector

PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0000724-00

MONDAY, JAN 6, 2014 14:12:05
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02330571
CLKCNMLFJ1/ST/1-5

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
530-886-4900
Attention: Property Manager

COUNTY OF PLACER

QUITCLAIM DEED

The COUNTY OF PLACER does hereby REMISE, RELEASE AND FOREVER QUITCLAIM TO,
Harvego Real Estate, LLC, a California Limited Liability Company
all that real property situated in the County of Placer, State of California, bounded and described as follows:

(See Attached Exhibits "A" & "B")

PLACER COUNTY

Dated this 30th Day of December, 2013

Mary Dietrich
Sign name

Mary Dietrich, Director, Facility Services
Print name and title

See following page for Acknowledgement

Revised 3/09

ST

ACKNOWLEDGEMENT

State of California
County of Placer

On 12-30-13 before me,
Shawna Lee Howard, Notary Public (name, title),
personally appeared Mary Dietrich
who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 SHAWNA LEE HOWARD
COMM. #1884867
Notary Public - California
Placer County
My Comm. Expires Apr. 2, 2014 NRO1

(Seal)

Shawna Howard
Signature

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☐ CORPORATE OFFICER(S)
  - TITLE(S)
  - COMPANY
- ☐ PARTNER(S)
  - PARTNERSHIP
- ☐ ATTORNEY-IN-FACT
  - PRINCIPAL(S)
- ☐ TRUSTEE(S)
  - TRUST
- ☐ OTHER
  - TITLE(S)
  - ENTITY(IES) REPRESENTATIVE

EXHIBIT "A"

A portion of that certain one hundred and eighty eight (188.00) foot wide Trail Easement described in the "County of Placer Offer of Dedication – Trail Easement" recorded as Document No. 2012-0074900, being a portion of Parcel 3 as shown on that map filed in Book 35 of Parcel Maps, at Page 12, Official Records of Placer County, situated in Section 2, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California described as follows:

All of said 188.00 foot wide trail easement;

EXCEPTING THEREFROM, a fifteen (15.00) foot wide strip of land lying seven and one half (7.50) feet on each side if the following described centerline:

Beginning at a point on the South boundary of said Parcel 3, being the South line of said Section 2, from which, the South Quarter Corner of said Section 2 bears North 89°49'29" East, 835.64 feet;

Thence from said Point of Beginning, leaving said South boundary, along the following five (5) courses and distances:

1. North 69°45'42" West, 21.67 feet;
2. North 73°37'23" West, 28.43 feet;
3. North 66°14'56" West, 23.73 feet;
4. North 36°28'21" West, 7.10 feet; and
5. North 00°20'34" East, 12.78 feet more or less to a point on the centerline of that certain 40' ingress, egress and utility easement (Easement 3) of that Reciprocal Easement Agreement described in Document No. 2010-0106119, Official Records of Placer County.

The sidelines of said strip are to be prolonged or shortened to terminate southerly on the South boundary of said Parcel 3 and to terminate northerly on the southerly line of said 40' easement.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

Leslie Amsberry

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 5-13-2013

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-13
STATE OF CALIFORNIA

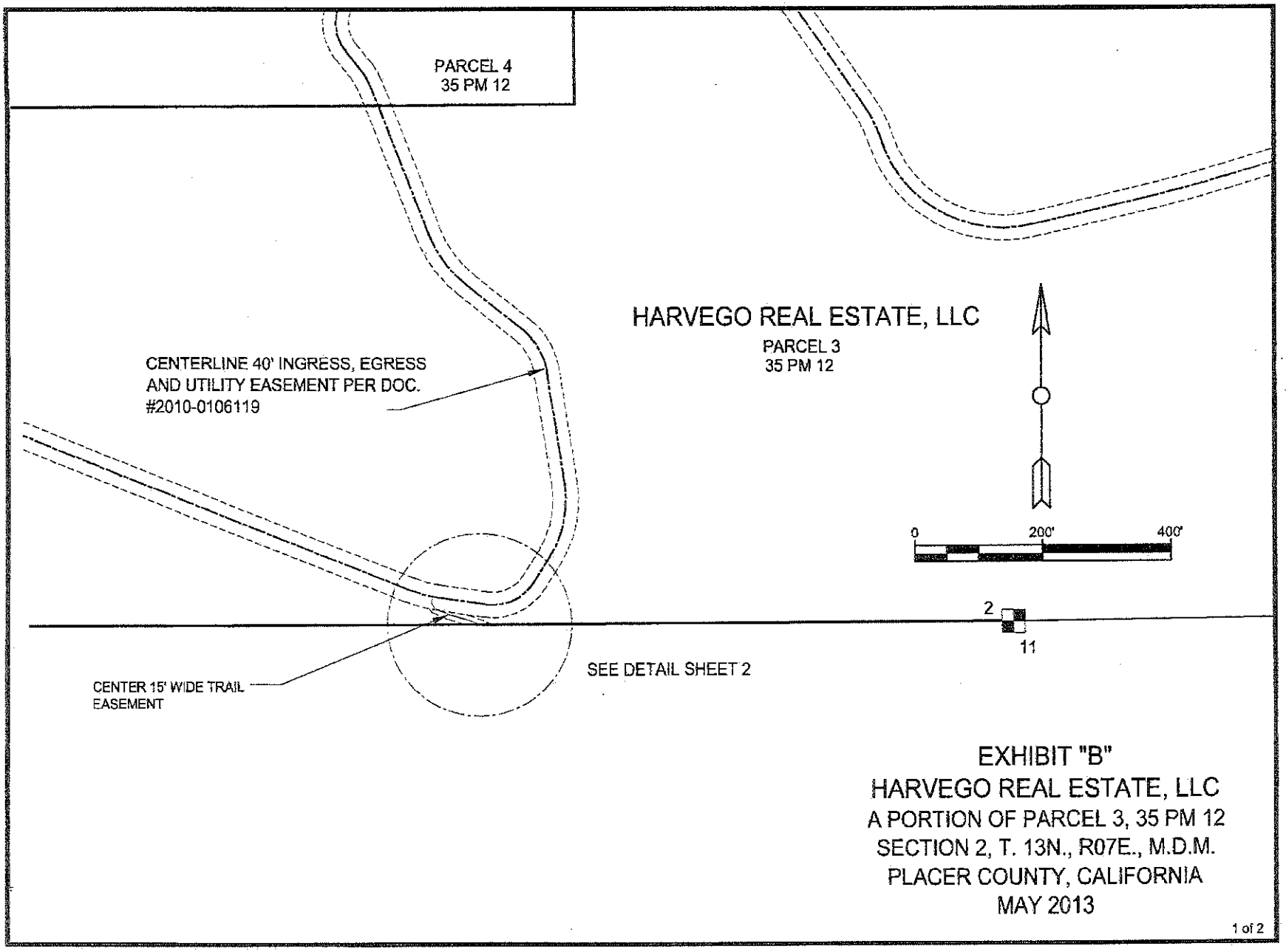
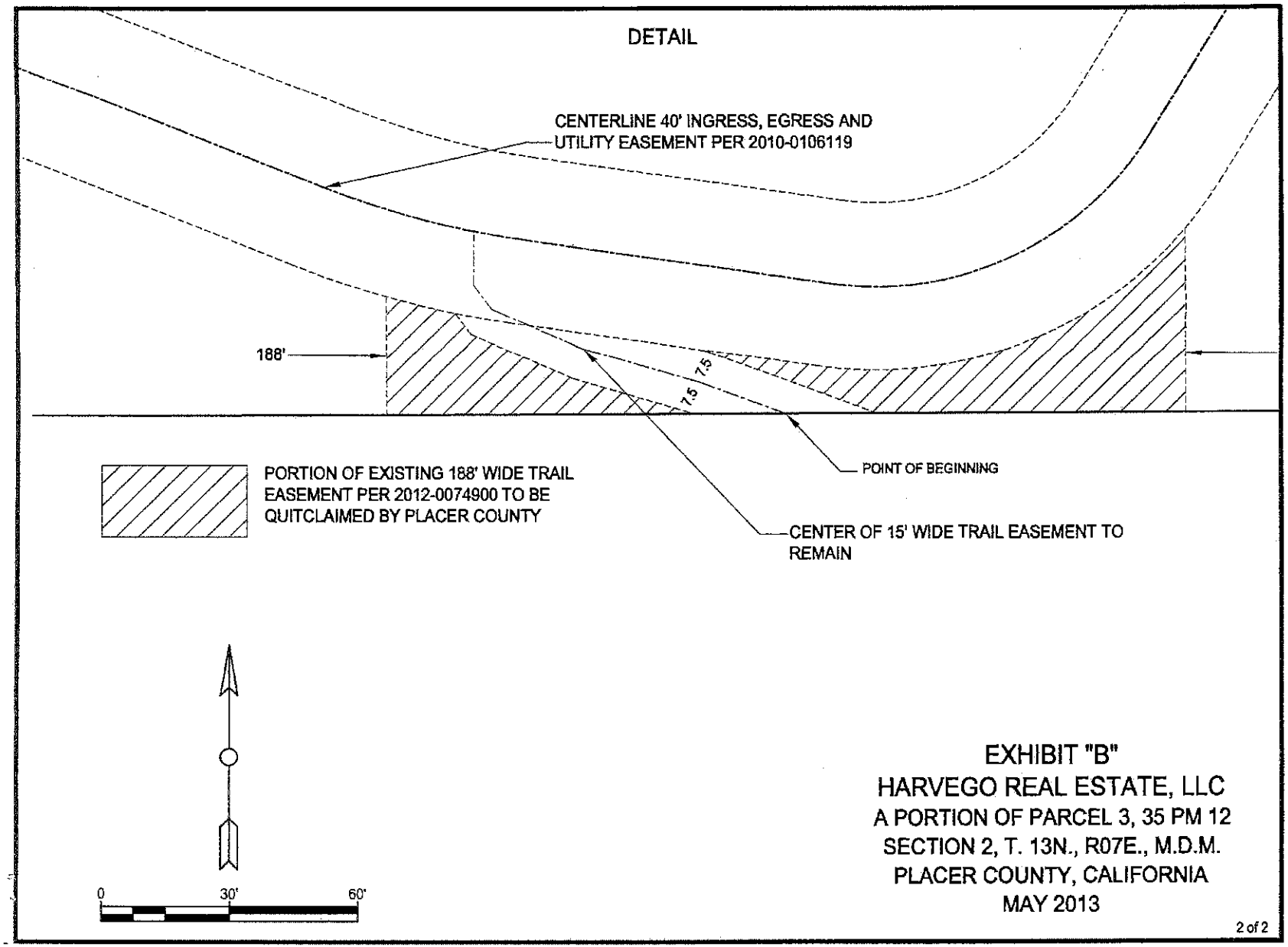


EXHIBIT "B"
HARVEGO REAL ESTATE, LLC
A PORTION OF PARCEL 3, 35 PM 12
SECTION 2, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA
MAY 2013

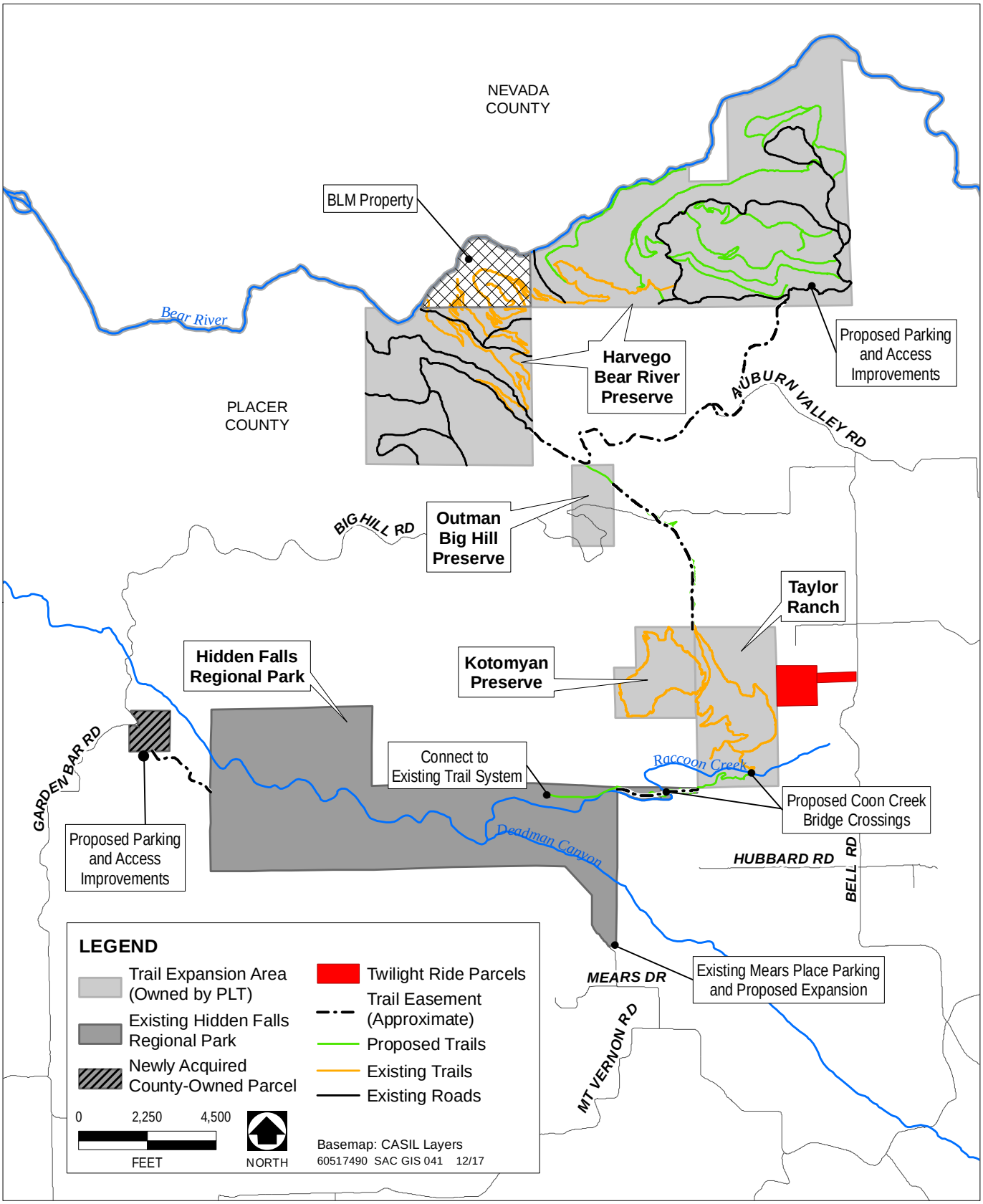
Revised 3/09


DETAIL
CENTERLINE 40' INGRESS, EGRESS AND UTILITY EASEMENT PER 2010-0106119
188'
7.5
7.5
POINT OF BEGINNING
PORTION OF EXISTING 188' WIDE TRAIL EASEMENT PER 2012-0074900 TO BE QUITCLAIMED BY PLACER COUNTY
CENTER OF 15' WIDE TRAIL EASEMENT TO REMAIN
0
30'
60'
EXHIBIT "B"
HARVEGO REAL ESTATE, LLC
A PORTION OF PARCEL 3, 35 PM 12
SECTION 2, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA
MAY 2013
2 of 2

Revised 3/09

AUBURN AREA PROPERTY ACQUISITION

Property	Acreage		Board of Supervisors Approval Date	Close of Escrow Date	Purchase Price	Total Project Cost	Total Project Cost Detail	Total County Funding	Open Space County Funding	Tree Mitigation County Funding	Funding Partner	Funding Partner Notes	County Interest Type	Trail Rights	Conservation Easement Rights	Notes
Hidden Falls - Didion	220.00	acres	10/5/2004	11/5/2004	$ 767,500	$ 792,500	$792,500 includes escrow and legal fees $25,000	$ 792,500	$ 792,500				Fee			
Hidden Falls - Spears	961.00	acres	11/18/2003	12/23/2003	$ 3,500,000	$ 3,525,000	$3,525,000 includes escrow , title and legal fees $25,000	$ 2,745,934	$ 2,745,934		$ 779,066	$250,000 Sierra Nevada Cascade Grant - Water Conservation Grant $204,066 - Riparian Riverene Grant $325,000	Fee			
Haddad	11.04	acres	4/23/2013	12/23/2013	$ 165,600	$ 185,250		$ 185,250	$ 164,340	$ 20,910			Fee			
Campbell	11.90	acres	4/23/2013	12/23/2013	$ 125,000	$ 139,750	$325,000 this includes escrow, professional and legal fees ($34,400)	$ 139,750	$ 123,975	$ 15,775	n/a		Fee		5. 4 of the 11.90 acres acres are Purchased Conservation Easement	
Loudon	0.20	acres	4/23/2013	12/23/2013							$ 7,140	Placer Land Trust (PLT) $7,140 installed fence	Easement	X		
Kotomyan Reserve - Taylor	321.00	acres	3/20/2007	Deed - Trail Easement 6/21/2012	$ 2,240,000	$ 2,240,000		$ 285,000		$ 285,000	$ 1,955,000	Sierra Nevada Conservency (SNC) $825,000, Wildlife Conservation Board (WCB) $760,000, Cal Trans Env Mit Prog $250,000, Cal Wildlife $120,000	Easement	X		PLT Purchased Fee Title
Liberty Ranch - Freiheit	313.00	acres	3/20/2007	Deed - Conservation Easement - 10/17/2007; Funding Agreement 10/17/2007, MPTE- 11/27/2012	$ 1,300,000	$ 1,300,000		$ 315,000	$ 315,000		$ 985,000	SNC-$600,000, WCB-$235,000, California Wildlife Foundation- $150,000	Easement	X	CE	
Bruin Ranch -Harvego	1,773.00	acres	12/14/2010	CE 12/21/2010	$ 5,000,000	$ 5,000,000		$ 5,000,000	$ 4,000,000	$ 1,000,000		Separate Transaction $4.5 million WCB & PLT Acquired Fee Title $9.5 million total	Easement	X	CE	
Outman - Big Hill- Johnston	80.00	acres	6/19/2012	Funding Agreement 8/17/2012	$ 475,000	$ 475,000		$ 125,000	$ 125,000		$ 350,000	Cal Trans/Env Mit Project - $350,000	Easement	X		PLT Acquired Fee Title
Ronald Spears	39.70	acres	2/9/2016	8/16/2016	$ 375,000	$ 433,300	$433,300 includes $25,000 from RES for escrow and legal fees	$ 433,300	$ 33,300	$ 375,000			Fee	X		
Totals	3,730.84	acres			$ 13,948,100	$ 14,090,800		$ 10,021,734	$ 8,300,049	$ 1,696,685	$ 4,076,206					



Source: Placer County 2017, PLT 2017

Figure 3: Project Map

DRAFT

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

PLACER, County Recorder
JIM MCCAULEY
DOC- 2013-0116646-00
PLACER TITLE - RECORDING
MONDAY, DEC 23, 2013 14:36:15
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02328521
CLKCNMLFJ1/JC/1-25

RECORDING REQUESTED BY:
County of Placer
Department of Facility Services

MAIL TO:
County of Placer
Department of Facility Services
ATTN: Property Manager
11476 C Avenue
Auburn CA 95603

DOCUMENTARY TRANSFER TAX $ 0
_____Computed on full value of property conveyed OR
_____Value less remaining encumbrances
Signature of declarant
____ Unincorporated area City of _____
APN#

(Exempt from Recording Fees – Govt. Code T7383)

Deed of Conservation Easement

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made by Donald and Valerie Campbell, husband and wife as Joint Tenant ("Grantor"), in favor of the County of Placer, a political subdivision of the State of California ("Grantee"). Grantor and Grantee are sometimes hereinafter each singularly referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Grantor and County have entered into an Agreement for Purchase and Sale wherein the Grantee has acquired approximately 4.7 acres of Grantor's property at the northern portion of Assessor Parcel No. 026-080-059, hereinafter the "New Property 1", resulting in Grantor's property being comprised of approximately 21.8 acres, hereinafter the "Remainder Property 1". The County has also acquired approximately 1.8 acres of Grantor's property at the northern portion of Assessor Parcel No. 026-080-060, hereinafter the "New Property 2", resulting in Grantor's property being comprised of approximately 19.2 acres, hereinafter the "Remainder Property 2".

WHEREAS, the Agreement for Purchase and Sale provides for the grant of a Deed of Conservation Easement comprised of approximately 5.4 acres over the northern portion of Remainder Property 1.

WHEREAS, the Remainder Property 1 is zoned Farm combining a Building Site minimum site size of 40 acres (F-B-X-40 acres), and has a General Plan designation of Agriculture/Timberland 40 acre minimum; and

WHEREAS, the Remainder Property 1 possesses conservation values including natural, habitat, wildlife, recreational, agricultural, scenic, open space and cultural values of great importance to Grantee, the people of Placer County and the people of the State of California; and

WHEREAS, the Grantee desires to acquire a conservation easement over the 5.4-acre portion of the Remainder Property 1, hereinafter the "Easement Property" as described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto.

WHEREAS, the Grantor desires to convey to Grantee a Conservation Easement over the Easement Property; and

WHEREAS, Grantor intends, as owner of the Easement Property, to convey the right to assure that the aforementioned values are preserved and protected in perpetuity over the Easement Property, subject to the terms of this Easement; and

WHEREAS, Grantee is a governmental entity identified in Civil Code Section 815.3(b) and otherwise authorized to acquire and hold title to real property pursuant to Civil Code Sections 815 et. seq. and other provisions of California law;

AGREEMENT

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 Sections 815-816 of the Civil Code, Grantor does hereby deed and convey to Grantee this Easement in perpetuity over the Easement Property of the nature and character and to the extent hereinafter set forth. Grantor also conveys to Grantee all development rights associated with the Property except as hereinafter described.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. Purposes of Easement. The purposes of this Easement are to ensure that the Easement Property will be retained in its predominantly natural condition; to preserve, protect, and maintain, in perpetuity the Protected Values of the Easement Property as defined in Section 2, below, except as allowed by this Easement; and to prevent any use of the Property that will impair or interfere with its Protected Values, or impair the ability of the Grantee to achieve specific biological resources goals and objectives and develop a detailed conservation strategy, including specific land management requirements, in conjunction with the Placer County Conservation Plan ("PCCP"), or cause the Easement Property to be unsuitable for use in conjunction with the PCCP, or otherwise cause Grantee to be unable to amend and/or convert this Easement as provided in Section 18, below (the "Purposes").

2. Protected Values. Specific attributes of the Easement Property, which the Easement shall protect and conserve are hereinafter collectively referred to as the "Protected Values", and include but are not limited to:
   a. Unfragmented oak woodland, and riparian open space character of this region by preserving the natural landscape and the scenic values.
   b. Protection from soil erosion and the resultant impacts to water quality on Coon Creek, through land stewardship and application of sound land management practices on the Easement Property.

   Assurance that the Easement Property shall be held and used for the purposes of plant and wildlife habitat preservation, restoration and management, environmental

education and research, and for compatible private uses, all as may be consistent with natural habitat preservation and protection of sensitive natural resources.

3. Affirmative Rights and Interests Conveyed. To accomplish the Purposes of this Easement, the following rights and interests are conveyed to Grantee, its agents, and assigns by this Easement. These rights and interests shall be implemented through an operations and management plan (the "O&M Plan") for the Easement Property to be developed by Grantee:
   a. To identify, preserve and protect in perpetuity the Protected Values.
   b. To enter upon, inspect, observe, and study the Easement Property for the purposes of:
      (1) identifying the uses and practices thereon as necessary to develop the O&M Plan
      (2) monitoring biological resources and the uses and practices regarding the Easement Property to determine whether they are consistent with this Easement,
      (3) assuring restoration, adaptive management, and maintenance activities do not compromise the Protected Values,

      Grantee shall make reasonable efforts to notify Grantor prior to entry on to the Easement Property for these purposes, except when immediately necessary to prevent a violation of the terms of this Easement.
   c. Prior to approval of the O&M Plan, Grantee shall make reasonable efforts to notify Grantor prior to entry on to the Easement Property. Such entry shall be in a manner that will not unreasonably interfere with Grantor's or Grantor's successors' use and enjoyment of the Easement Property.
   d. To prevent any activity or use of the Property that is inconsistent with the Purposes or conservation of the Protected Values and to require the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use. However, it is not the intent of this Easement to limit Grantor's discretion to employ Grantor's choice of farm, ranch and forestry uses and management practices so long as those uses and practices are otherwise consistent with the terms of this Easement and do not cause the Easement Property to be unsuitable for use in conjunction with the PCCP.
   e. To terminate, extinguish any present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Property.
   f. To amend and/or convert this Easement and convey a habitat conservation easement as provided in Section 18, below.
   g. To convey to Grantee all rights to enjoy access to the Easement Property to the full extent Grantor possesses such rights in order to allow Grantee to exercise its rights under this Easement.

4. Uses and Practices. Grantee and Grantor intend that the Easement Property shall remain as open space land with its primary purpose to further the Purposes described in Section 1. Certain uses and practices consistent with the Purposes of this Easement are set forth in Exhibit B attached hereto and incorporated herein by this reference. Examples of specific uses and practices which are inconsistent with the Purposes of this Easement 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

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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 Purposes of this Easement.

5. Baseline Data. In order to establish the present condition of the Protected Values, Grantee has examined the Easement Property and prepared a report attached hereto as Exhibit D ("Baseline Documentation Report") containing an inventory of the Easement Property's relevant features and condition, its improvements and natural resources (the "Baseline Data"). A copy of the Baseline Documentation Report has been provided to Grantor, and another shall be placed and remain on file with Grantee. The Baseline Documentation Report has been signed by Grantor and Grantee, and thus acknowledged to accurately represent the condition of the Easement Property at the date of the conveyance of this Easement. The Parties intend that the Baseline Data shall be used by Grantee to monitor Grantor's future uses of the Easement Property and practices thereon. The Parties further agree that, in the event a controversy arises with respect to the condition of the Easement Property or a particular resource thereof, the Parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

6. Grantor's Duties. Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 3 of this Easement, and shall undertake all reasonable actions to protect and maintain the Protected Values.

7. Reserved Rights. Grantor reserves to itself, and to its duly authorized representatives and employees, successors, and assigns, all rights accruing from their ownership of the Easement Property, including the right to engage in, or permit, or invite others to engage in uses of the Easement Property that are not expressly prohibited herein and are not inconsistent with the Purposes of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
   a. the right to sell or transfer the Remainder Property 1 inclusive of the Easement Property in its entirety, subject to Section 19, below;
   b. 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 Easement Property, provided that such water rights are used on the Easement Property in a manner consistent with the Purposes of this Easement;
   c. 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 consistent with the Purposes of this Easement, and shall not damage, impair or endanger the Protected Values of the Easement Property;
   d. recreational activities including but not limited to hunting and fishing in accordance with established game laws and to the extent that such activities are not in conflict with Grantee's uses of the Easement Property, the right to control predatory, invasive, and problem animals (including but not limited to feral pig) by the use of depredation and selective control techniques in accordance with applicable state and federal law;
   e. the ability to restore, create, improve, and maintain habitat and natural resources in accordance with state and federal regulations unless such rights are amended and/or converted through the recordation of an amended easement as provided by Section 18, below;

f. the right to conduct Sustainable Forestry activities on the Easement Property as defined in Exhibit B, including the right to reduce fuel loads to help prevent wildfire consistent with the Purposes of this Easement;
g. The right to engage in agricultural uses of the Easement Property consistent with the Purposes of this Easement in accordance with sound, generally accepted agricultural practices, provided the agricultural uses are compatible with and do not impair the Protected Values, and further provided that the agricultural uses do not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and are consistent with applicable laws. For the purposes of this Easement "agricultural uses" shall be confined to: breeding, raising, pasturing, and grazing livestock of every nature and description for food production; breeding and raising bees; harvesting, forestry in accordance with applicable County, state and federal law;.
h. the right to rent the Easement Property or portions thereof for limited terms for pursuit of permitted uses, provided, however, Grantor shall (1) provide at least sixty (60) days prior written notice to Grantee of its intent to lease any portion of the Remainder Property 1, (2) append to each lease a copy of this Easement, and (3) provide to Grantee a copy of any lease subsequently entered into;
i. educational activities consistent with the Purposes of the Easement.

8. 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 Easement Property resulting from any use or activity inconsistent with the Purposes of this Easement, to restore the portion of the Easement 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 Easement Property to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values of the Easement Property, Grantee may pursue remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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9. Costs of Enforcement. Any reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor following a violation by Grantor of the terms of this Easement that remains uncured after the expiration of the cure period, including, without limitation, costs of suit and attorneys' fees, and any costs of 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.

10. 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.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement 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 Easement Property resulting from such causes.

12. Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Remainder Property 1. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Remainder Property 1 or on the Easement Property. It is intended that this Easement constitute an enforceable restriction within the meaning or 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.

13. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) 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 Easement Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantee or any of it's employees; (ii) the obligations specified in Sections 6, 10 and 10(a); and (iii) the existence or administration of this Easement. If any action or proceeding is brought against any of the Grantee Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.

Grantee shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantor Indemnified Party" and collectively, "Grantor Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) 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 Easement Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Grantor or any of it's employees; and (ii) the obligations specified in Section 10 as to obtaining any applicable governmental permits and approvals required for any activity or use requested by Grantee and permitted by this Easement. If any action or proceeding is brought against any of the Grantor Indemnified Parties by reason of any such Claim, Grantee shall, at the election of and upon written notice from Grantor, defend such action or proceeding by counsel reasonably acceptable to the Grantor Indemnified Party.

14. Grantor's Environmental Warranty. This Easement is not intended to create environmental liability in the Grantee. The Grantor represents and warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Easement Property and hereby promises to defend and indemnify the Grantee Indemnified Parties from and against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste or violation of federal, state or local environmental laws and not the result of Grantee's activities on the Easement Property.

Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement be construed such that it imposes on, creates in or gives the Grantee:

a. the obligations or liability of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC section 9601 et seq., and hereinafter "CERCLA");
b. the obligations or liability of a person described in 42 USC section 9607 (a)(3) or (4);
c. the obligations of a responsible person under any applicable Environmental Laws, as defined below;
d. the right to investigate and remediate any Hazardous Materials, as defined below, associated with the Easement Property; or
e. any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Easement Property.
f. The term "Hazardous Materials" includes, without limitation, (i) material that is flammable, explosive, or radioactive; (ii) petroleum products; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 USC section 5101, et seq.), the Hazardous Waste Control Law (California Health and Safety Code section 25100 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.

g. The term "Environmental Laws" includes, without limitation, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment, or Hazardous Materials.

15. Access. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Protected Values of the Easement Property. If Grantor undertakes all reasonable actions consistent with the uses of the Easement Property permitted by this Agreement 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 Protected Values of the Easement Property stemming from trespass behavior.

16. Amendment. This Easement may be amended by Grantor and Grantee by mutual written agreement. However, any amendment shall be consistent with the Purposes of this Easement, shall not authorize additional dwelling units and shall not affect its perpetual duration. Any amendment shall be recorded in the official records of the County of Placer, State of California.

17. Assignment or Transfer of Easement. This Easement may be assigned or transferred by Grantee to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States, upon obtaining the prior written consent of Grantor. Such consent shall not be unreasonably withheld by Grantor. If Grantee assigns its interest in this Easement, Grantee shall require the assignee to protect the Protected Values as defined in this Easement. Any assignment without such consent shall be void and of no effect.

18. Placer County Conservation Plan--Amendment and/or Conversion of Conservation Easement. Grantor acknowledges that Grantee is in the process of preparing the PCCP. The PCCP will establish a regional conservation program, including specific biological resources goals and objectives, and a detailed conservation strategy, including specific land management requirements, among other terms and conditions, which will fulfill requirements for permits authorizing the incidental take of certain covered species and natural communities. The terms and conditions of the PCCP must be approved by United States Fish and Wildlife Service under Section 10 of the Federal Endangered Species Act of 1973, as amended (16 U.S.C. Section 1531 *et seq.*) and by California Department of Fish and Game under California Fish and Game Code Section 2820 and set forth in the PCCP Implementing Agreement(s) (collectively, the "Agency PCCP Approvals"). Because the PCCP has not yet been finalized, and the Agency Approvals have not been given, the specific PCCP terms and conditions that may apply to the Easement Property have not been determined. Grantor agrees that, after the Agency PCCP Approvals have been given and consistent with Section 16, above, this Easement may be amended and/or converted and replaced upon written request of Grantee to provide for improved or enhanced protection of the Protected Values on the Easement Property as required by the PCCP, the PCCP Implementing Agreement(s) and the PCCP Reserve Management Plan for the Easement Property in accordance with the PCCP, and agrees to cooperate with Grantee and sign any and all documents necessary to effectuate such amendment and/or conversion. The terms of any such amendment shall be subject to Grantor's

approval, which may not be unreasonably withheld. Any such amendment shall not create an additional financial burden for Grantor, unless Grantor receives adequate financial compensation as determined by Grantor at its sole discretion, from Grantee or at Grantee's direction. Any such amendment shall be consistent with California law governing conservation easements and shall not affect the perpetual duration of this Easement. Any such amendment and/or conversion shall be recorded in the official records of Placer County and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Remainder Property 1, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Easement or limit its enforceability in any way.

20. Notices.
    a. "Notice" means any notice, demand, request or other communication or document to be provided under this Easement to a Party to this Easement
    b. The Notice shall be in writing and shall be given to the Party at its address or facsimile number set forth below, or such other address or facsimile number as the Party may later specify for that purpose by Notice to the other Party. Each Notice shall, for all purposes, be deemed given and received:

        (1) If given by facsimile, when the facsimile is transmitted to the Party's facsimile number specified below and confirmation of complete receipt is received by the transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours;

        (2) If hand-delivered to a Party against receipted copy, when the copy of Notice is receipted;

        (3) If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the Party; or

        (4) If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the Party specified below:

        If to Grantor: Donald and Valerie Campbell
        8225 Hubbard Road
        Auburn, CA 95602
        Facsimile No. (530) 823-8976

        If to the Grantee: County of Placer

Department of Facility Services
11476 C Avenue
Auburn, CA 95603
Attn: Property Manager
Telephone No. (530) 886-4900
Facsimile No. (530) 889-6857

Copies on any Notice to Grantee shall also be sent to:
County of Placer
Office of County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Facsimile No. (530) 889-4069

c. If any Notice is sent by facsimile, the transmitting Party shall send a duplicate copy of the Notice to the other Party by regular mail. In all events, however, any Notice sent by facsimile transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other Party.
d. The provisions above governing the date on which a Notice is deemed to have been received by a Party to this Easement shall mean and refer to the date on which a Party to this Easement, and not its counsel or other recipient, to which a copy of the Notice may be sent, is deemed to have received the Notice.
e. If Notice is tendered under the provisions of this Easement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Easement. The contrary notwithstanding, any Notice given to either Party in a manner other than that provided in this Easement that is actually received by the noticed Party, shall be effective with respect to such Party on receipt of the Notice.
f. Provided that in the event Grantee assigns or transfers its rights under this Easement, copies of all notices to Grantee shall still be given to the County of Placer, Department of Facility Services. Furthermore, Grantor, and Grantor's successors and/or assigns, shall notify Grantee within ten (10) days of the change in ownership of the Remainder Property 1 or a portion thereof.
g. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive Notices that are given in accordance with this paragraph, and that any person to be given Notice actually receives such notice. A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other Party written Notice of the new address in the manner set forth above.

21. General Provisions
a. California Law. The Parties hereto acknowledge that this Easement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Easement shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, Placer County. The Parties hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.

b. Liberal Construction. Any general rule of construction to be contrary not withstanding, this Easement shall be liberally construed in favor of the grant to effect the Purposes 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 Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. 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.

d. 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.

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

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

g. Successors; Recordation; Future Cooperation. 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 Remainder Property 1. Notwithstanding any provision of this Easement to the contrary, upon transfer of its fee interest in the Remainder Property 1, Grantor shall have no further obligations under this Easement, and Grantee shall thereafter look only to Grantor's successors-in-interests for fulfillment of any of Grantor's obligations or covenants under this Easement. Grantor consents to the recordation of this Agreement in the Official Records of Placer County. The Parties further agree and acknowledge that their respective obligations and the mutual goals of the Parties hereunder are dependent on the mutual cooperation and good faith efforts of the Parties. The Parties therefore agree to execute such additional documents and take such other actions as may be reasonable and necessary to carry out the Purposes of this Agreement.

h. 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 Remainder Property 1, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. No Governmental Approval. The grant of this Easement shall not grant or convey any discretionary land use approvals; nor shall it constitute a governmental approval of any improvements, construction or other activities which may be permitted under this Easement.

j. Counterparts. This Agreement may be executed in counterparts.

k. Legal and Financial Review. Each party represents and warrants that it has had the opportunity to review this Easement with the legal and/or financial adviser(s) of its own choosing, or has knowingly declined the opportunity to do so. Grantor agrees and acknowledges that the Grantee makes no representations or statements of any kind regarding the tax consequences of this Easement.

l. Authority of Agreement. The person(s) signing this Agreement on behalf of the Grantor each warrants and represents that he or she has the authority to execute this

Agreement on behalf of Grantor and to bind the legal owner of the Easement Property to the terms and conditions stated herein.

m. No Waiver. Grantee's failure to enforce any right or provision of the terms and conditions of this Easement shall not constitute a waiver of such right or provision unless expressly acknowledged by Grantee in writing.

22. Unrecorded Baseline Information. The Parties agree and acknowledge that the Baseline Document Report attached as Exhibit D hereto is premised upon certain site maps, aerial photos, and ground level photography which is not suitable for recording at the Office of the County Recorder (hereinafter, the "Unrecorded Baseline Information.") County agrees to retain the Unrecorded Baseline Information at the Clerk of the Board of Supervisors, and at the Department of Facility Services, or other County office as the County may designate upon notice to Grantor, for at least ten (10) years from the date this Easement is recorded.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has executed this Deed of Conservation Easement this 17 day of December, 2013.

GRANTOR: Donald and Valerie Campbell, Husband and Wife as Joint Tenants

By: Donald Campbell
Donald Campbell

Date: 12/17/13

By: Valerie Campbell
Valerie Campbell

Date: 12-17-13

[Notarization of Grantor's signatures]

AGREED AND ACCEPTED:

COUNTY OF PLACER

By: _____

Date: _____

[Notarization of Grantee's signatures]

Exhibit A-1: Easement Property Legal Description
Exhibit A-2: Easement Property Map
Exhibit B: Permitted Uses and Practices
Exhibit C: Prohibited Uses and Practices
Exhibit D: Baseline Documentation Report

IN WITNESS WHEREOF, Grantor has executed this Deed of Conservation Easement this _____ day of _____, 201_.

GRANTOR: Donald and Valerie Campbell, Husband and Wife as Joint Tenants

By: _____ Date: _____
Donald Campbell

By: _____ Date: _____
Valerie Campbell

[Notarization of Grantor's signatures]

AGREED AND ACCEPTED:

COUNTY OF PLACER

By: Mary Dietrich Date: 12/18/13

[Notarization of Grantee's signatures]

Exhibit A-1: Easement Property Legal Description
Exhibit A-2: Easement Property Map
Exhibit B: Permitted Uses and Practices
Exhibit C: Prohibited Uses and Practices
Exhibit D: Baseline Documentation Report

STATE OF CALIFORNIA
COUNTY OF Placer

On 12-17-13 before me, Deborah Yue, Notary Public,

personally appeared Donald Campbell and Valerie Campbell

,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Commission Expiration Date: _____

D. YUE
Commission # 2035677
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2017

ACKNOWLEDGMENT

State of California
County of Placer)

On December 18, 2013 before me, Shawna Lee Howard, Notary Public
(insert name and title of the officer)

personally appeared Mary Dietrich _____,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shawna Howard (Seal)

SHAWNA LEE HOWARD
COMM. #1884867
Notary Public · California
Placer County
My Comm. Expires Apr. 2, 2014
NRO1

EXHIBIT A-1

EASEMENT PROPERTY LEGAL DESCRIPTION

All that portion of Parcels A and B, of that Parcel Map filed in Book 11 of Parcel Maps, at Page 100, Official Records of Placer County, situated in the Northeast Quarter of Section 23, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California described as follows:

A three hundred foot (300.00') wide strip of land adjoining and lying southerly and easterly of the center of Coon Creek.

EXCEPTING THEREFROM, All that portion of said three hundred foot wide strip, lying within the northerly 170 feet of said Parcels A and B; the southerly line of said northerly 170 feet being parallel to the northerly line of said Parcels A and B.

The southerly and easterly sidelines of said 300 foot wide strip are to be prolonged or shortened to terminate westerly on the westerly boundary of said Parcel A, and to terminate northerly on the southerly line of the above described northerly 170 feet of said Parcels A and B; the southerly line of said northerly 170 feet being parallel to the northerly line of said Parcels A and B.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

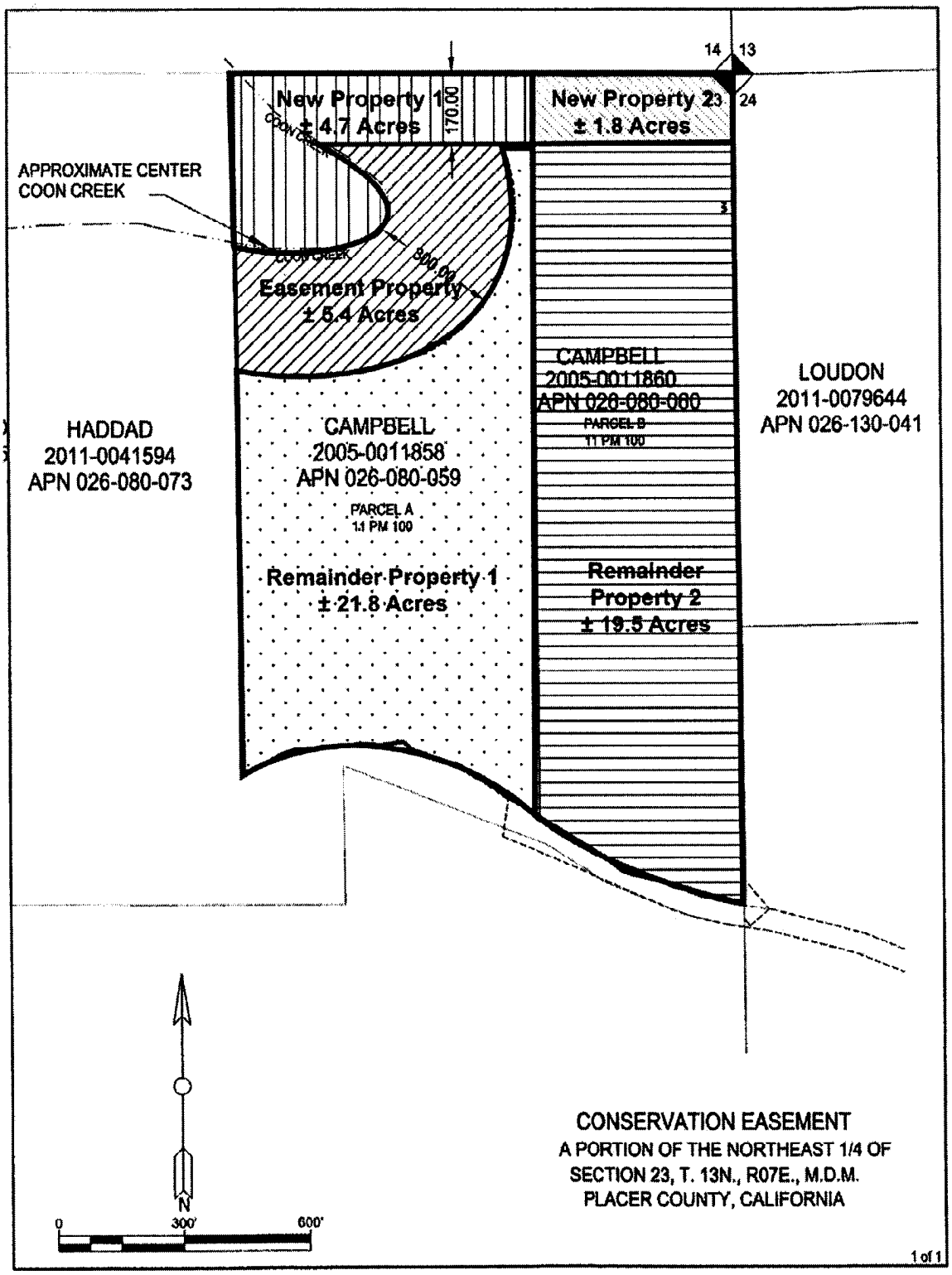
LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-13
STATE OF CALIFORNIA

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: MAY 8- 2013

T:\ENG\lamsberry\county assistance\DFS\Hidden Falls 2013 Aquisitions\Trail Connectivity\Campbell\Campbell A Esmt Exhibit A.docx

EXHIBIT A-2

EASEMENT PROPERTY MAP



DL
RC

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 at Grantor's sole discretion, and they are not to be precluded, prevented, or limited except as otherwise provided by this Easement.

1. Reserved Rights: To implement, use and reserve all of Grantor's reserved rights as allowed in Section 7, herein.
2. Agriculture:
   a. Grazing: To conduct grazing as a tool for habitat management, for fuel load management that reduces fire threat, for economic gain and for related purposes to the extent consistent with the Purposes of the Easement and compatible with protecting the Protected Values. Grantor or Grantor's designee(s) may graze any species of animal that does not cause significant damage to oak trees and/or cause significant soil erosion. Grantor may overseed with advance written permission of Grantee.
   b. Animals: To keep any animal or insect, consistent with the Purposes of the Easement and compatible with protecting the Protected Values, which does not significantly damage the woodland, wildlife habitat, rangeland, soil, or water quality.
3. Fencing: To place, construct, and maintain fencing deemed by Grantor to be reasonably necessary and that are not detrimental to the Protected Values of the Easement.
4. Improvements and Facilities:
   a. Construction and Maintenance: To maintain and repair existing structures, fences, roads, ditches, and other improvements on the Remainder Property 1.
      i. Construction of Buildings: To construct non-residential buildings and related structures that are accessory to property and habitat management or permitted agricultural uses on the Remainder Property 1, subject to obtaining the express written approval of Grantee as provided by this Easement. Grantee retains the right to deny requests for construction, if in Grantee's sole determination the location of construction would be detrimental to the Protected Values of the Easement. Upon completion of construction, Grantor shall update the Baseline Documentation Report to describe and depict the location of such improvements.

b. Replacement: To replace destroyed, deteriorated, or obsolete improvements, structures, fences, corrals, roads or ditches, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, Grantor may replace the same with improvements or structures of similar size, function, capacity and location.

5. Conservation Uses: To pursue those activities employed in the preservation, enhancement, restoration, and/or creation of Protected Values and to engage in any and all conservation uses of the Easement Property in accordance with sound, generally accepted conservation practices.
   a. Habitat. To restore, create, plant, propagate, improve, enhance, and maintain habitat in accordance with local, state and federal standards and regulations unless such rights are amended and/or converted through the recordation of an amended easement as provided by Section 18 of this Easement.
   b. Sustainable Forestry: To engage in understory clearing, tree thinning, tree cutting, and clearing of dead or down wood for fuel load reduction and/or forest and woodland health ("Sustainable Forestry") or for carbon project activities as described in Section 7(i) of this Easement. To remove from the Easement Property any vegetative and woody debris from Sustainable Forestry activities for any purpose (including but not limited to sale or use as biomass) in accordance with any plan that may be developed prior to registration of a forest carbon sequestration project, with Grantor's approval, or to utilize vegetative and woody debris for habitat enhancement on the Easement Property. Nothing permitted by this section shall allow any practice that is inconsistent with the Purposes of this Easement, damages, decreases, or fragments woodland areas or adversely impacts the Protected Values

c. Tree Removal: To cut and remove trees only as necessary to: pursue Conservation Uses; construct or repair buildings, fences, and other permitted improvements; cut or collect firewood for the heating of permitted residences; prevent property damage; prevent personal injury or for general public safety; control insects or disease; or as otherwise permitted by this Easement. General tree clearing for rangeland enhancement, animal husbandry or other agricultural activities is prohibited.

d. .

6. Vehicle Usage. To operate motorized vehicles anywhere on the Easement Property by Grantor or Grantor's designee(s) for property and habitat management, Sustainable Forestry and permitted agricultural activities, provided that such motorized vehicle use does not significantly impair the Protected Values, provided, that operation of motorized vehicles off of identified roads shall be minimized. To operate motorized vehicles by Grantor, Grantor's designee(s), Grantee or Grantee's designee(s) on any baseline-identified roads and the Trail System.
7. Recreational Uses. To utilize the Easement Property for recreational or educational purposes including but not limited to hiking, bicycling, horseback riding, hunting, and fishing. To provide educational opportunities.
8. Signage. To post signage for trespass. Grantor or Grantee, with advance written notice to the other Party, may also place and maintain signage on the Easement Property that describes the involvement of Grantor and Grantee and any funding partners that contribute to the purchase of the Easement Property, or that furthers the Purposes of the Easement and is associated with the uses permitted hereunder.
9. Carbon Projects: Grantor shall be permitted to pursue carbon sequestration, carbon credit sales, and related carbon projects as described in Section 7(i) herein.

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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 Easement Property:

1. Impairment of Protected Values. The impairment of the Protected Values, except as otherwise expressly permitted herein. Conduct of those activities that are inconsistent with the Protected Values, and the Purposes of this Easement.
2. Commercial or Industrial Use. The establishment and conduct of commercial or industrial uses, the conduct of commercial timber or fuel wood harvesting unless associated with Sustainable Forestry as permitted in Exhibit B, or the construction, placing, or erection of billboards or any signs, except as permitted in Exhibit B.
3. Construction. The construction, reconstruction, or replacement of structures, housing, roads, trails, and other improvements and facilities, except as otherwise may be allowed by this Easement.
4. Subdivision. The gift deeding, subdivision (parcel map or final map for sale, lease or financing), or de facto subdivision of the Easement Property. Note however, that the lease of all or a portion of the Easement Property for permitted uses (such as productive agricultural use), which is otherwise consistent with terms of this Easement, shall not be prohibited by this Section.
5. Motorized Vehicles. The use of motorized vehicles, except as permitted in Exhibit B or for emergencies.
6. Tree Cutting. The harvesting or removal of trees, except as permitted in Exhibit B.

EXHIBIT C
PROHIBITED USES AND PRACTICES
PAGE 2 OF 2

7. Dumping. The dumping or other disposal of wastes, refuse or debris on the Easement Property, except for organic material generated by permitted Conservation Uses on the Easement Property; provided that any such dumping or disposal of organic material shall be in accordance with applicable law and generally accepted conservation management practices, and that no runoff from organic material shall adversely affect water quality. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or hazardous waste shall be placed, stored, dumped, buried, or permitted to remain on the property except as reasonably required for the use of the Easement Property for management purposes, and in accordance with applicable law.
8. Soil Degradation. Ranching (e.g., overgrazing), agricultural, or other uses otherwise permitted under this Easement, which result in significant degradation of soil quality, sedimentation of adjoining waterways, or excessive erosion. Intermittent and short-term instances of erosion that occur in limited areas as a result of Trail System or road construction/utilization/maintenance, which are subsequently repaired shall be permitted by this Easement.
9. Water Quality Degradation. Ranching, agricultural, Conservation, or other uses otherwise permitted under this Easement, which result in significant degradation of water quality. Stockpiling animal wastes, compost, or loose soil in a manner whereby runoff adversely affects water quality.
10. Surface Alteration or Excavation. Any alteration of the topography and natural drainage of the Easement Property including, without limitation, the removal of soil or the extraction of minerals by any surface mining method, except as may be required for uses on the Easement Property incidental to the agricultural uses permitted herein, and provided that such removal or extraction is limited and localized, is not irremediably destructive of significant conservation interests, does not damage, impair or endanger the Protected Values of the Easement Property, is in accordance with applicable law, and is approved, as to location and amount of materials and any necessary or appropriate remediation, in writing by Grantee. Grading activities are to be limited to: the maintenance of baseline roads; grading for, to, and within the Trail System and any permitted building activities; and grading for new roads that replace decommissioned roads resulting in enhancement of the Protected Values subject to Grantee approval.
11. Water Rights. Grantor shall not transfer or otherwise convey water rights that may otherwise be needed to further Purposes.
12. Crops. Cultivation and planting of both permanent and non-permanent crops.

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Before the Board of Supervisors
County of Placer, State of California

IN THE MATTER OF: A RESOLUTION AUTHORIZING THE DIRECTOR OF FACILITY SERVICES, OR HIS DESIGNEE, TO EXECUTE TWO AGREEMENTS OF PURCHASE AND SALE BETWEEN THE COUNTY OF PLACER AND 1) DONALD AND VALERIE CAMPBELL AND 2) RAJA AND PAMELA HADDAD, AND TO ACQUIRE A TRAIL EASEMENT FROM LOIS M. LOUDON, AND EXECUTE ALL OTHER DOCUMENTATION, AND, TO TAKE ALL OTHER ACTIONS NECESSARY TO THESE PROPERTY TRANSACTIONS.

Resol. No: 2013-074

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held April 23, 2013 by the following vote on roll call:

Ayes: DURAN, WEYGANDT, UHLER, MONTGOMERY, HOLMES

Noes: NONE

Absent: NONE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors, County of Placer, State of California

Deputy Clerk

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, Donald and Valerie Campbell are the fee-title owners APNs 026-080-059, 026-080-060 (Campbell); and,

WHEREAS, Raja and Pamela Haddad, trustees of the Raja and Pamela Revocable Trust dated July 14, 2010 are the fee-title owners of APN 026-080-073 (Haddad); and,

WHEREAS, Lois M. Loudon, Trustee of the Lois M. Loudon Revocable Trust executed April 20, 2004, is the fee-title owner of APN 026-130-041 (Loudon); and,

WHEREAS, the Campbell, Haddad, and Loudon properties are located in the Garden Bar/Big Hill area of Placer County and possess significant conservation, habitat, and public recreation values; and,

WHEREAS, for future public trail access, the County desires to acquire: 11.04 acres and 6.5 acres in fee, together with rights for future construction access, from Haddad and Campbell respectively; a 5.4 acre Conservation Easement from Campbell; and a 0.18 acre trail easement from Loudon.

NOW, THEREFORE, BE IT RESOLVED, the County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee, on its behalf, to execute two Agreements of

Purchase and Sale one with Haddad and the other with Campbell to transfer the aforementioned property interests; to execute an Open Space Conservation Easement from Campbell; to accept and record a trail easement from Loudon; to execute all other documentation and take all other actions necessary to complete these transactions; and does hereby consent to the acceptance, granting, and recordation of the deeds and easements, subject to approval by County Counsel and Risk Management.

25

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 102-38652-DY

AND WHEN RECORDED MAIL TO

COUNTY OF PLACER
DEPT OF FACILITY SERVICES
11476 C AVENUE
AUBURN, CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2013-0116645-00
PLACER TITLE - RECORDING
MONDAY, DEC 23, 2013 14:36:14
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02328521
CLKCNMLFJ1/JC/1-8

A.P.N.: PORTION OF 026-080-059 AND 060

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00 City Transfer Tax: $0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DONALD CAMPBELL AND VALERIE CAMPBELL,
HUSBAND AND WIFE

Hereby GRANT(S) to

COUNTY OF PLACER
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBITS "B-1", "B-2", "B-3" AND "B-4"
ATTACHED HERETO AND MADE A PART HEREOF

Dated: December 08, 2013

By: Donald Campbell
DONALD CAMPBELL

By: Valerie Campbell
VALERIE CAMPBELL

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

slrpkg.doc

STATE OF CALIFORNIA
COUNTY OF Placer

On 12-17-13 before me, Deborah Yue, Notary Public,

personally appeared Donald Campbell and Valerie Campbell

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Commission Expiration Date: _____

D. YUE
Commission # 2035677
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2017

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name | Street Address | City & State

EXHIBIT B-1

PURCHASE PROPERTY LEGAL DESCRIPTION
New Property 1

All that portion of the property described in the Deed to Campbell recorded as Document 2005-0011858, Official Records of Placer County, being a portion of Parcel A, of that Parcel Map filed in Book 11 of Parcel Maps, at Page 100, Official Records of Placer County, situated in the Northeast Quarter of Section 23, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California described as follows:

All that portion of said Parcel A lying westerly of the center of Coon Creek.

TOGETHER WITH all that portion of the northerly 170 feet of said Parcel A lying easterly of the center of Coon Creek; the southerly line of which is parallel to the northerly line of said Parcel A.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

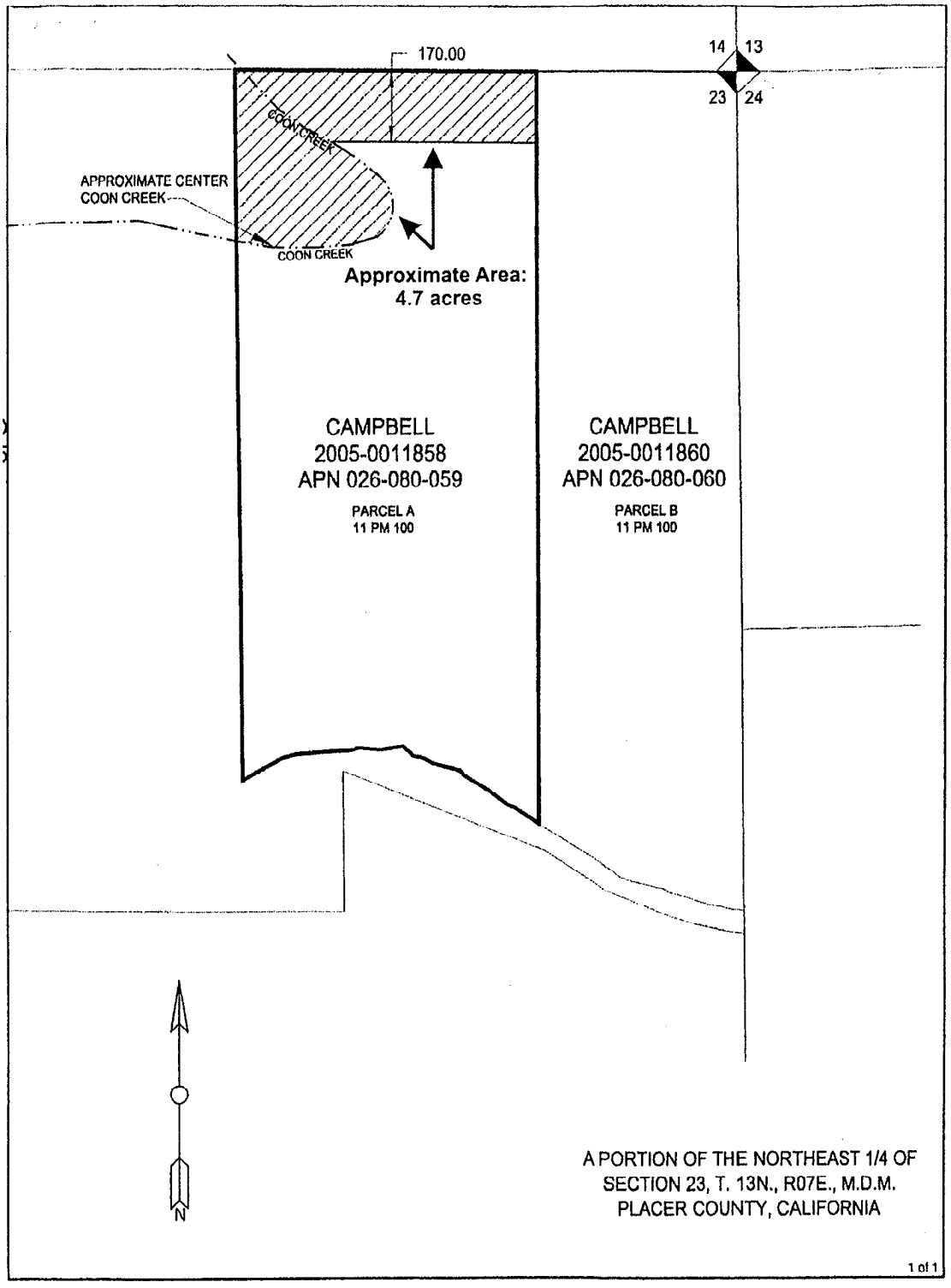
Leslie Amsberry

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 4-23-2013

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-2013
STATE OF CALIFORNIA

EXHIBIT B-2

PURCHASE PROPERTY MAP
New Property 1



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UC

EXHIBIT B-3

PURCHASE PROPERTY LEGAL DESCRIPTION
New Property 2

All that portion of the property described in the Deed to Campbell recorded as Document 2005-0011860, Official Records of Placer County, being a portion of Parcel B, of that Parcel Map filed in Book 11 of Parcel Maps, at Page 100, Official Records of Placer County, situated in the Northeast Quarter of Section 23, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California described as follows:

The northerly 170 feet of said Parcel B; the southerly line of which is parallel to the northerly line of said Parcel B.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

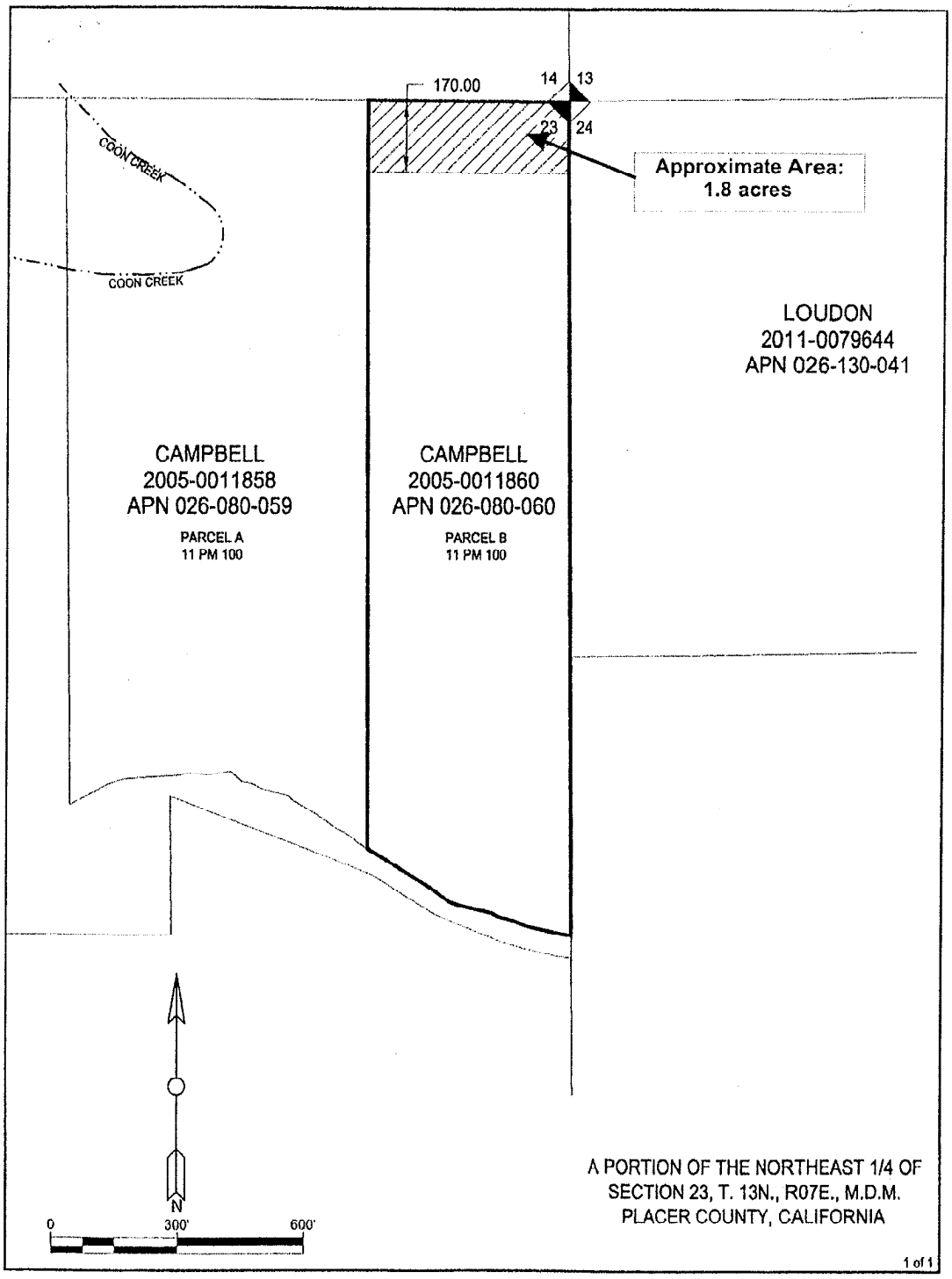
Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 4-23-2013

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-2013
STATE OF CALIFORNIA

4/10/2013
T:\ENG\lamsberry\county assistance\DFS\Hidden Falls 2013 Aquisitions\Trail Connectivity\Campbell\Campbell A Fee Exhibit A.docx

EXHIBIT B-4

PURCHASE PROPERTY MAP
New Property 2



DC
JC

Before the Board of Supervisors
County of Placer, State of California

IN THE MATTER OF: A RESOLUTION AUTHORIZING THE DIRECTOR OF FACILITY SERVICES, OR HIS DESIGNEE, TO EXECUTE TWO AGREEMENTS OF PURCHASE AND SALE BETWEEN THE COUNTY OF PLACER AND 1) DONALD AND VALERIE CAMPBELL AND 2) RAJA AND PAMELA HADDAD, AND TO ACQUIRE A TRAIL EASEMENT FROM LOIS M. LOUDON, AND EXECUTE ALL OTHER DOCUMENTATION, AND, TO TAKE ALL OTHER ACTIONS NECESSARY TO THESE PROPERTY TRANSACTIONS.

Resol. No: 2013-074

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held April 23, 2013 by the following vote on roll call:

Ayes: DURAN, WEYGANDT, UHLER, MONTGOMERY, HOLMES

Noes: NONE

Absent: NONE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors, County of Placer, State of California

Deputy Clerk

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, Donald and Valerie Campbell are the fee-title owners APNs 026-080-059, 026-080-060 (Campbell); and,

WHEREAS, Raja and Pamela Haddad, trustees of the Raja and Pamela Revocable Trust dated July 14, 2010 are the fee-title owners of APN 026-080-073 (Haddad); and,

WHEREAS, Lois M. Loudon, Trustee of the Lois M. Loudon Revocable Trust executed April 20, 2004, is the fee-title owner of APN 026-130-041 (Loudon); and,

WHEREAS, the Campbell, Haddad, and Loudon properties are located in the Garden Bar/Big Hill area of Placer County and possess significant conservation, habitat, and public recreation values; and,

WHEREAS, for future public trail access, the County desires to acquire: 11.04 acres and 6.5 acres in fee, together with rights for future construction access, from Haddad and Campbell respectively; a 5.4 acre Conservation Easement from Campbell; and a 0.18 acre trail easement from Loudon.

NOW, THEREFORE, BE IT RESOLVED, the County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee, on its behalf, to execute two Agreements of

Purchase and Sale one with Haddad and the other with Campbell to transfer the aforementioned property interests; to execute an Open Space Conservation Easement from Campbell; to accept and record a trail easement from Loudon; to execute all other documentation and take all other actions necessary to complete these transactions; and does hereby consent to the acceptance, granting, and recordation of the deeds and easements, subject to approval by County Counsel and Risk Management.

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

RECORDING REQUESTED AND WHEN RECORDED PLEASE RETURN TO:

County of Placer
Department of Facility Services
ATTN: Property Manager
11476 C Avenue
Auburn, CA. 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2013-0116647-00
PLACER TITLE - RECORDING
MONDAY, DEC 23, 2013 14:36:16
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02328521
CLKCNMLFJ1/JC/1-6

COUNTY OF PLACER

CONSTRUCTION ACCESS EASEMENT AGREEMENT

County	Project	Name	AP Number
Placer	Hidden Falls Regional Park Connectivity	Campbell	026-080-060

DONALD AND VALERIE CAMPBELL, husband and wife, hereinafter referred to as "GRANTOR" hereby grants to the **COUNTY OF PLACER,** a political subdivision of the State of California hereinafter referred to as "COUNTY", a Construction Access Easement, hereinafter the "EASEMENT," for the purpose of COUNTY's access over and across, that certain real property in the County of Placer, State of California as described on Exhibits A1 and A2, hereinafter the "Access Easement."

WHEREAS, GRANTOR and COUNTY have entered into an Agreement for Purchase and Sale wherein the COUNTY will acquire approximately 4.7 acres of GRANTOR's property at the northern portion of Assessor Parcel No. 026-080-059 and approximately 1.8 acres of GRANTOR's property at the northern portion of Assessor Parcel No. 026-080-060, hereinafter the "County's Property." This Agreement for Purchase and Sale also provides for COUNTY acquisition of a conservation easement from GRANTOR.

WHEREAS, pursuant to the terms of that certain Agreement for Purchase and Sale, GRANTOR has agreed that in return for consideration paid by COUNTY for the County's Property, GRANTOR will grant COUNTY rights of access allowing COUNTY, its consultants, contractors, agents, employees, and invitees the right of access over the GRANTOR's Access Easement for the purpose of performing trail and bridge construction activities on County's Property, hereinafter, "the Project."

NOW THEREFORE, in consideration of the conveyance of County's Property, and the other considerations hereinafter set forth, it is mutually agreed as follows:

EFFECTIVE DATE. This EASEMENT will begin upon the date of full execution and recordation of this Access Easement.

TERM. This EASEMENT shall expire upon the date that the Project on County's Property is deemed complete by COUNTY.

USE AND DURATION. COUNTY's use of said Access Easement shall commence four weeks after COUNTY's delivery of a written notice to GRANTOR (hereinafter, the "Construction Commencement Notice"). Said Construction Commencement Notice shall include the commencement date of COUNTYs use of the Access Easement and the estimated duration for the Project. Following the four-week period, COUNTY, its consultants, contractors, agents, employees and invitees shall have the right to travel over the Access Easement for ingress and egress to County's Property for the Project. COUNTY's use shall continue until the completion of the Project or twenty-four (24) months whichever occurs first. In the event that construction is not complete within the twenty-four (24) month duration, COUNTY may request to extend said duration to a date as mutually agreed upon by the parties. GRANTOR shall also allow the COUNTY

the right to enter the Access Easement area to make any repairs or correct defects in the Project work for the 1st year period following the completion of the Project.

GRANTOR also grants to COUNTY rights to enter and travel over the Access Easement for the purpose of performing planning, studies, or investigation of County's Property. Such right to enter shall be following receipt of reasonable advance notice from COUNTY.

Upon termination of the COUNTY's use of the Access Easement and upon request of GRANTOR, COUNTY agrees to quitclaim its rights and interest in said Access Easement back to GRANTOR

ACCESS EASEMENT CONDITION AND RESTORATION AT END OF TERM. Following delivery of the Construction Commencement Notice, COUNTY staff and GRANTOR shall conduct a walkthrough of the Access Easement to document pre-existing conditions with photographs in order to ensure proper restoration of the Access Easement upon Project completion. Said documentation shall serve as the basis for determining if COUNTY's use pursuant to this EASEMENT causes any damage. Upon completion of the Project, COUNTY staff shall arrange a post construction walkthrough with the GRANTOR to review the post-Project condition of the Access Easement. If any damage is determined to be caused by COUNTY's use, COUNTY shall make repairs to bring the Access Easement back to its documented condition.

This EASEMENT, which is valid only when executed by COUNTY, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof, or be binding.

COUNTY or its authorized agents, agree to hold harmless and indemnify OWNER from any liability arising out of the COUNTY'S operations under this EASEMENT. Furthermore, COUNTY agrees to assume responsibility for any damages caused by reason of the COUNTY'S operations under this EASEMENT and will, at COUNTY'S option, either repair or pay for such damage.

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

Dated this 17th day of Dec, 2013.

GRANTOR

Donald Campbell

Donald Campbell

Valerie Campbell

Valerie Campbell

Attachments:

Exhibit A1: Construction Access Easement Legal Description

Exhibit A2: Construction Access Easement Map

STATE OF CALIFORNIA
COUNTY OF Placer

On 12.17.13 before me, Deborah Yue, Notary Public,

personally appeared Donald Campbell and Valerie Campbell

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: D. Yue
Commission Expiration Date:

D. YUE
Commission # 2035677
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2017

ACCEPTANCE BY COUNTY

This is to certify that the interest in real property conveyed by the CONSTRUCTION ACCESS EASEMENT AGREEMENT dated Dec 17, 2013, from **DONALD AND VALERIE CAMPBELL**, to the County of Placer, a governmental agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No. 2013-074 and the Grantee consents to the recordation thereof by its duly authorized agent.

Dated: 12-12-13 By: Mary Weitrich

EXHIBIT A1

CONSTRUCTION ACCESS EASEMENT
LEGAL DESCRIPTION

Exhibit A1

PRIVATE ROAD ACCESS

Those certain road and utility easements described as Parcel Two, Parcel Three and Parcel Four in the Deed from Dorothy A. Kalen recorded in Book 1938 at Page 288, Official Records of Placer County, situated in Sections 23 and 24, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California.

Said road and utility easements were previously described as Parcel Two and Parcel Three in the Deeds to Dorothy Kalen recorded in Book 1585 at Page 491, and 1844 at Page 513, and depicted on that Parcel Map filed in Book 11 of Parcel Maps at Page 100, Official Records of Placer County.

TOGETHER WITH

DRIVEWAY ACCESS

The existing (or as they may exist) Gravel Driveway and Dirt Driveway, the general locations of which are depicted on the attached Exhibit A2, over and across Parcel B of that Parcel Map filed in Book 11 of Parcel Maps, at Page 100, Official Records of Placer County.

End of description

Description prepared by:

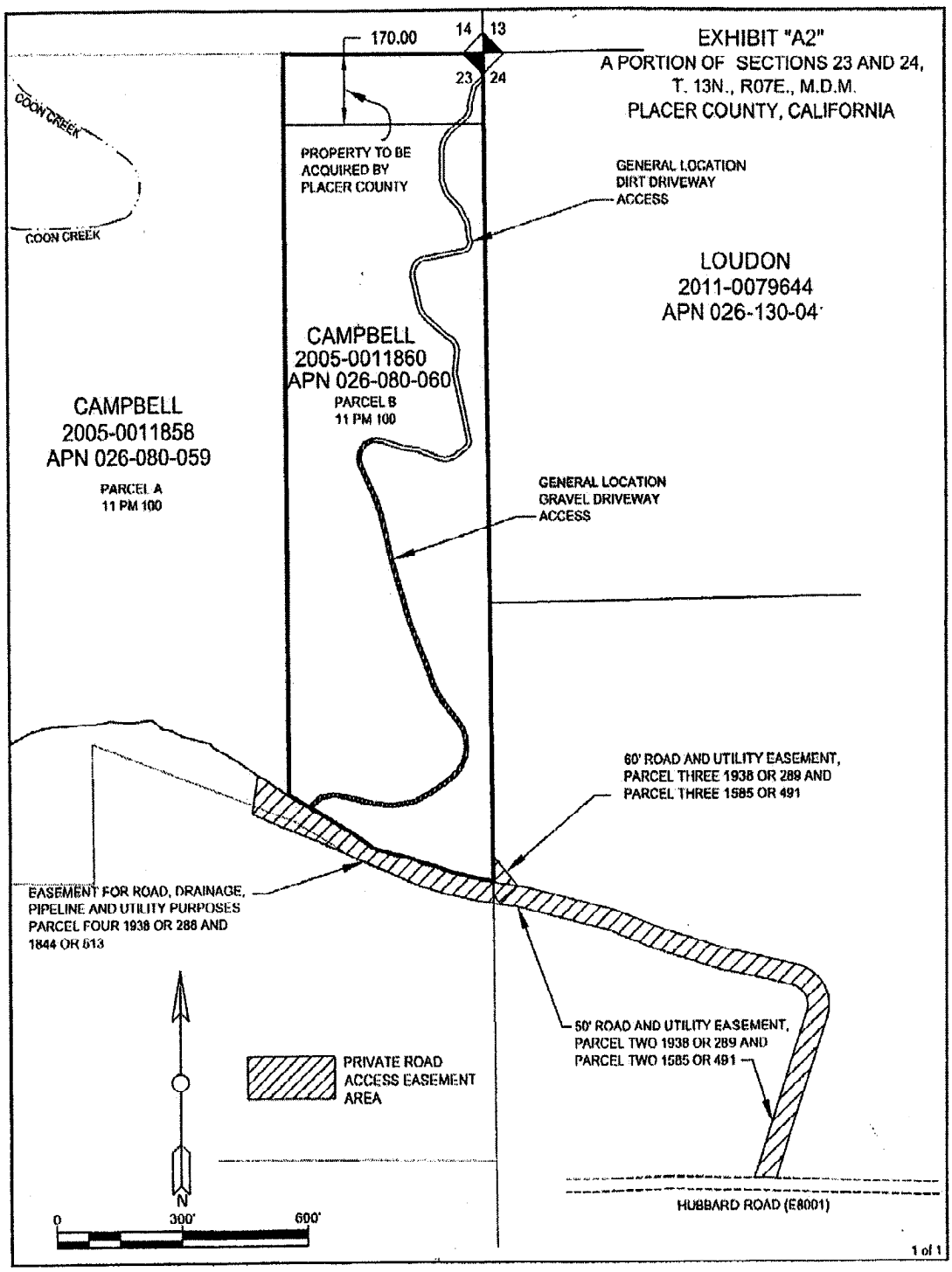
County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 6-13-2013

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-13
STATE OF CALIFORNIA

EXHIBIT A2

CONSTRUCTION ACCESS EASEMENT MAP



RECORDING REQUESTED
BY
PLACER TITLE COMPANY

RECORDING REQUESTED
AND WHEN RECORDED
PLEASE RETURN TO:

County of Placer
Department of Facility Services
ATTN: Property Manager
11476 C Avenue
Auburn, CA. 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2013-0116650-00
PLACER TITLE - RECORDING
MONDAY, DEC 23, 2013 14:36:19
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02328521
CLKCNMLFJ1/JC/1-2

Exempt from Recording Fees – Govt Code 27383

REVOCATION OF ROAD MAINTENANCE AGREEMENT

1. Donald and Valerie Campbell, husband and wife, (the "Campbells") are the owner in fee of that real property situated in the County of Placer, State of California, more particularly described as:

Parcel A and Parcel B as shown and designated on the Parcel Map filed in Book 11 of Parcel Maps, at Page 100, Official Records of Placer County, California.

Hereinafter referred to as the "Property".

3. Dorothy Kalen and William Rudd, owners of the Property prior to the Campbells, executed a Declaration of Road Maintenance Agreement, recorded on January 5, 1978, as Book 1927, Page 475 of Official Records, that requires the performance of maintenance on the private roads leading from Hubbard Road to the Property, hereinafter the Road Maintenance Agreement.

3. Pursuant to a Purchase and Sale Agreement executed between the Campbells and the County of Placer (County), the Campbells agreed to grant a portion of Parcel A and Parcel B to the County and release County from responsibility to comply with terms, covenants, and provisions contained in the Road Maintenance Agreement.

4. Therefore, the Campbells hereby release County from responsibility to comply with terms, covenants, and provisions contained in the Road Maintenance Agreement.

Dated: Dec 17, 2013

Property Owner: Donald and Valerie Campbell, Husband and Wife

By: Donald Campbell
Name: Donald Campbell
Title: Husband

By: Valerie Campbell
Name: Valerie Campbell
Title: Wife

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On 12-17-13 before me, Deborah Yue, Notary Public, personally appeared Donald Campbell and Valerie Campbell, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

D. YUE
Commission # 2035677
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2017

D. YUE
Commission # 2035677
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2017

2

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 102-22682-LO

AND WHEN RECORDED MAIL TO

COUNTY OF PLACER
11476 C AVENUE
AUBURN, CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2004-0149016
Acct 2-PLACER TITLE
Friday, NOV 05, 2004 14:30:00
NOC $0.00
Ttl Pd $0.00 Nbr-0001181136
scl/SL/1-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is : $0 City Transfer Tax: $0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **BOR PROPERTIES, LLC , A CALIFORNIA LIMITED LIABILITY COMPANY**

Hereby GRANT(S) to **COUNTY OF PLACER , A POLITICAL SUBDIVISION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

See Exhibit "A" attached hereto and made a part hereof.

Dated: November 04, 2004

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State

O:\Grandeed.doc (4/2002)

SIGNATURE PAGE FOR GRANT DEED

BOR PROPERTIES, LLC, a California limited liability company

By: James J. Didion by Paul S. Aronowitz his attorney in fact
James J. Didion, Member
Paul S. Aronowitz
attorney in fact

By: The Dennis and Nancy Meyer Family Trust dated March 6, 1997, Member

Dennis G. Meyer, Co-Trustee

Nancy I. Meyer, Co-Trustee

By: The Aronowitz Family Trust, Member

Paul S. Aronowitz, Co-Trustee

Diane J. Aronowitz, Co-Trustee

STATE OF CALIFORNIA
COUNTY OF Placer

On 11/4/04 before me, L. ORY, personally appeared Dennis G. Meyer, Nancy I. Meyer, Paul S. Aronowitz, Diane J. Aronowitz 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 an 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.

Signature:
Commission Expiration Date: 11/8/05

TCC1 L. ORY COMM. #1328947 NOTARY PUBLIC - CALIFORNIA PLACER COUNTY My Comm. Expires Nov. 8, 2005 TCC1

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name | Street Address | City & State

EXHIBIT "A"

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST ONE-HALF OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 7 EAST, MDM. DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE AND ONE-HALF INCH DIAMETER IRON PIPE MARKING THE SOUTH ONE-QUARTER CORNER OF THE ABOVE DESCRIBED SECTION 23, THENCE SOUTH 88 DEGREES, 48 MINUTES, 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR A DISTANCE OF 229.58 FEET; THENCE LEAVING SAID SOUTH LINE THE FOLLOWING (13) CONSECUTIVE COURSES:
1) NORTH 34 DEGREES, 01 MINUTES, 42 SECONDS WEST FOR A DISTANCE OF 92.02 FEET; 2) NORTH 44 DEGREES, 14 MINUTES, 12 SECONDS WEST FOR A DISTANCE OF 57.88 FEET; 3) NORTH 50 DEGREES, 33 MINUTES, 43 SECONDS WEST FOR A DISTANCE OF 88.89 FEET; 4) NORTH 44 DEGREES, 13 MINUTES, 39 SECONDS WEST FOR A DISTANCE OF 55.27 FEET; 5) NORTH 30 DEGREES, 47 MINUTES, 28 SECONDS WEST FOR A DISTANCE OF 64.08 FEET; 6) NORTH 30 DEGREES, 16 MINUTES, 58 SECONDS WEST FOR A DISTANCE OF 82.57 FEET; 7) NORTH 37 DEGREES, 00 MINUTES, 48 SECONDS WEST FOR A DISTANCE OF 66.45 FEET; 8) NORTH 64 DEGREES, 13 MINUTES, 33 SECONDS WEST FOR A DISTANCE OF 100.68 FEET; 9) NORTH 35 DEGREES, 46 MINUTES, 27 SECONDS WEST FOR A DISTANCE OF 152.62 FEET; 10) NORTH 27 DEGREES, 37 MINUTES, 37 SECONDS WEST FOR A DISTANCE OF 150.09 FEET; 11) NORTH 00 DEGREES, 02 MINUTES, 10 SECONDS WEST FOR A DISTANCE OF 976.05 FEET; 12) NORTH 44 DEGREES, 49 MINUTES, 07 SECONDS WEST FOR A DISTANCE OF 1294.32 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; AND 13) SOUTH 89 DEGREES, 29 MINUTES, 07 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 947.15 FEET TO THE WEST ONE-QUARTER CORNER OF SECTION 23; THENCE NORTH 01 DEGREE, 33 MINUTES, 55 SECONDS WEST ALONG THE WEST LINE OF SECTION 23 FOR A DISTANCE OF 2767.74 FEET TO THE NORTHWEST CORNER OF SECTION 23; THENCE SOUTH 87 DEGREES, 00 MINUTES, 24 SECONDS EAST ALONG THE NORTH LINE OF SECTION 23 FOR A DISTANCE OF 2759.61 FEET TO THE NORTH ONE-QUARTER CORNER OF SECTION 23; THENCE SOUTH 00 DEGREEES, 18 MINUTES, 18 SECONDS WEST ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 23 FOR A DISTANCE OF 5197.37 FEET TO THE POINT OF BEGINNING.

APN: 026-080-006 AND 026-080-016 PORTION

RESERVING THEREFROM AN EASEMENT FOR ROAD AND UTILITY PURPOSES AND APPURTENANCES THERETO OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND HAVING A RIGHT ANGLE WIDTH OF SEVENTY-FIVE (75.00) FEET LYING THIRTY SEVEN AND ONE-HALF (37.50) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED SECTION 23, AND FROM SAID POINT AT A ONE AND ONE-HALF INCH DIAMETER IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 23 BEARS SOUTH 88 DEGREES, 48 MINUTES, 35 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 23 FOR A DISTANCE OF 242.82 FEET; THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SOUTH LINE NORTH 36 DEGREES, 41 MINUTES, 01 SECONDS WEST FOR A DISTANCE OF 111.43 FEET; THENCE NORTH 47 DEGREES, 07 MINUTES, 17 SECONDS WEST FOR A DISTANCE OF 60.00 FEET; THENCE NORTH 53 DEGREES, 23 MINUTES, 05 SECONDS WEST FOR A DISTANCE OF 119.21 FEET TO THE TERMINUS OF SAID EASEMENT.

NOTE: THE NORTHWESTERLY SIDELINE OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS THE CASE MAY BE, TO END IN THE NORTHEASTERLY LINE OF THE GRANTOR'S NAMED HEREIN AND THE SOUTHERLY LINE OF THE ABOVE DESCRIBED SECTION 23.

ACKNOWLEDGEMENT

CONSENT TO RECORDATION:

The County of Placer hereby consents to the recordation of the Multi-Purpose Trail Easement attached hereto, pursuant to authority conferred by Resolution No. 2004-284.

SIGNATURE

DATED: Mary Beth Dietrich Deputy Director, Facility Services
11-05-04 TITLE:

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 2004, from BOR Properties, LLC, a California Limited Liability Company, to the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No. 2004-284 of said Board adopted on October 5, 2004, and the Grantee consents to the recordation thereof by it's duly authorized agent.

SIGNATURE COMPLETED BY (TYPE OR PRINT)

DATED: 11-05-04 Mary Beth Dietrich Mary Dietrich
TITLE: Deputy Director of Facility Services

ACCEPTANCE (2): BY BOARD OF SUPERVISORS:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20____, from_____

to the County of Placer, a government agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No._____ of said Board adopted on_____ _____, and the Grantee consents to the recordation thereof by it's duly authorized agent.

Dated:____ _____
Chairman, Board of Supervisors of the County of Placer

Rev.11/04/04

5

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 102-38653-DY

AND WHEN RECORDED MAIL TO

COUNTY OF PLACER,
DEPT OF FACILITY SERVICES
ATTN: PROPERTY MANAGER
11476 C AVENUE
AUBURN, CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2013-0116652-00
PLACER TITLE - RECORDING
MONDAY, DEC 23, 2013 14:36:21
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00
Ttl Pd $0.00 Rcpt # 02328521
CLKCNMLFJ1/JC/1-6

A.P.N.: A PORTION OF 026-080-073

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00 City Transfer Tax: $0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RAJA HADDAD AND PAMELA HADDAD, TRUSTEES
OF THE RAJA AND PAMELA HADDAD REVOCABLE TRUST DATED JULY 14, 2010

Hereby GRANT(S) to

COUNTY OF PLACER,
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "B1" AND EXHIBIT "B2"
ATTACHED HERETO AND MADE A PART HEREOF

Dated: December 08, 2013

THE RAJA AND PAMELA HADDAD REVOCABLE TRUST DATED JULY 14, 2010

By: Raja Haddad Trustee
RAJA HADDAD, TRUSTEE

By: Pamela Haddad Trustee
PAMELA HADDAD, TRUSTEE

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

slrpkg.doc

STATE OF CALIFORNIA
COUNTY OF Placer

On 12.18.13 before me, Deborah Yue, Notary Public,

personally appeared Raja Haddad and Pamela Haddad

,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Commission Expiration Date: _____

D. YUE
Commission # 2035677
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2017

EXHIBIT B-1

PURCHASE PROPERTY LEGAL DESCRIPTION
New Property

All that portion of the property described in the Deed to Haddad recorded as Document 2011-0041594, Official Records of Placer County situated in the Northeast Quarter of Section 23, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California described as follows:

All that portion of said property described in the Deed to Haddad lying northerly of the center of Coon Creek.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

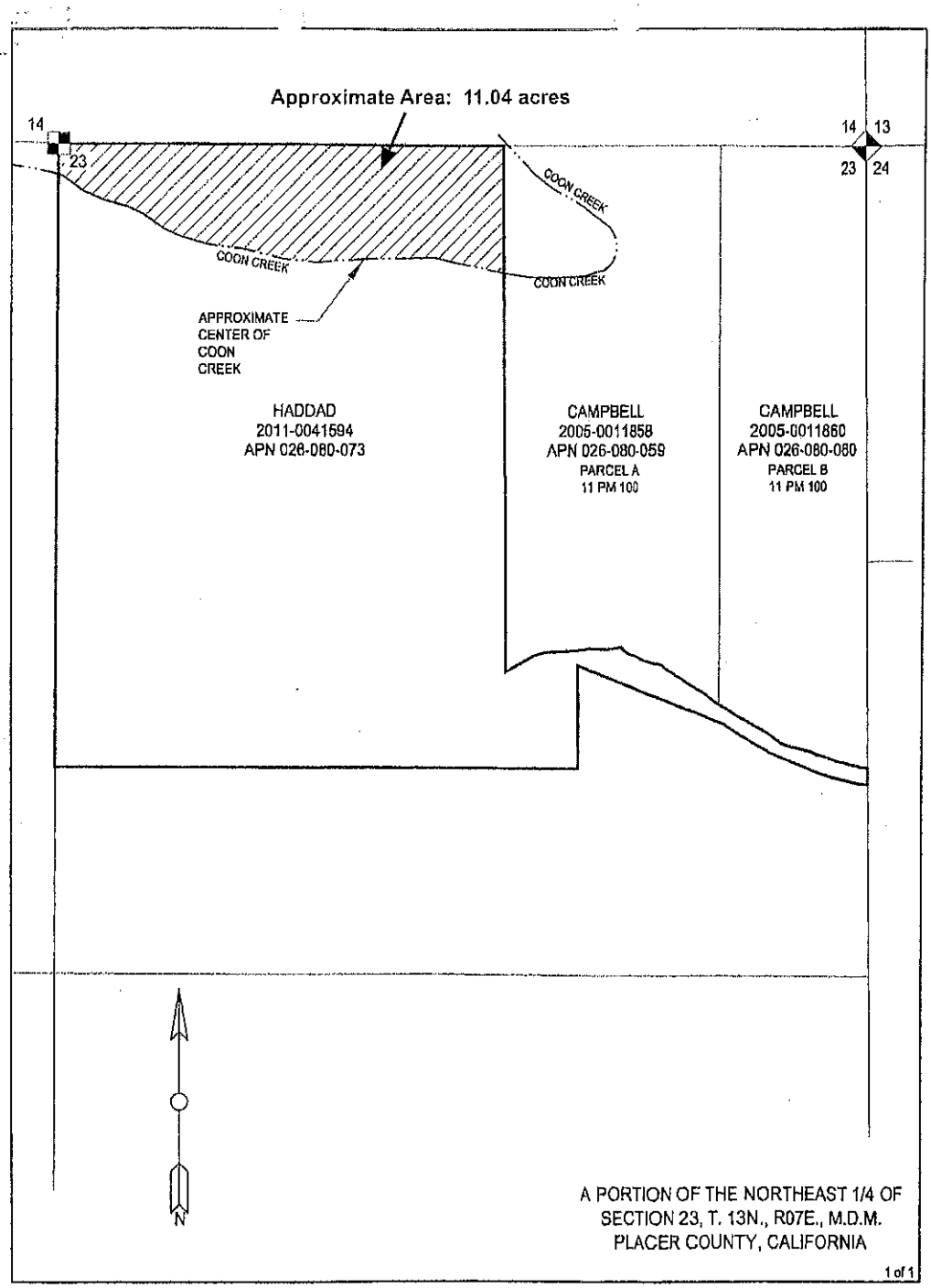
Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: MAY 8, 2013

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-2013
STATE OF CALIFORNIA

PH

EXHIBIT B-2

PURCHASE PROPERTY MAP
New Property



PH

FS

Before the Board of Supervisors
County of Placer, State of California

IN THE MATTER OF: A RESOLUTION AUTHORIZING THE DIRECTOR OF FACILITY SERVICES, OR HIS DESIGNEE, TO EXECUTE TWO AGREEMENTS OF PURCHASE AND SALE BETWEEN THE COUNTY OF PLACER AND 1) DONALD AND VALERIE CAMPBELL AND 2) RAJA AND PAMELA HADDAD, AND TO ACQUIRE A TRAIL EASEMENT FROM LOIS M. LOUDON, AND EXECUTE ALL OTHER DOCUMENTATION, AND, TO TAKE ALL OTHER ACTIONS NECESSARY TO THESE PROPERTY TRANSACTIONS.

Resol. No: 2013-074

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held April 23, 2013 by the following vote on roll call:

Ayes: DURAN, WEYGANDT, UHLER, MONTGOMERY, HOLMES

Noes: NONE

Absent: NONE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors, County of Placer, State of California

Deputy Clerk

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, Donald and Valerie Campbell are the fee-title owners APNs 026-080-059, 026-080-060 (Campbell); and,

WHEREAS, Raja and Pamela Haddad, trustees of the Raja and Pamela Revocable Trust dated July 14, 2010 are the fee-title owners of APN 026-080-073 (Haddad); and,

WHEREAS, Lois M. Loudon, Trustee of the Lois M. Loudon Revocable Trust executed April 20, 2004, is the fee-title owner of APN 026-130-041 (Loudon); and,

WHEREAS, the Campbell, Haddad, and Loudon properties are located in the Garden Bar/Big Hill area of Placer County and possess significant conservation, habitat, and public recreation values; and,

WHEREAS, for future public trail access, the County desires to acquire: 11.04 acres and 6.5 acres in fee, together with rights for future construction access, from Haddad and Campbell respectively; a 5.4 acre Conservation Easement from Campbell; and a 0.18 acre trail easement from Loudon.

NOW, THEREFORE, BE IT RESOLVED, the County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee, on its behalf, to execute two Agreements of

Purchase and Sale one with Haddad and the other with Campbell to transfer the aforementioned property interests; to execute an Open Space Conservation Easement from Campbell; to accept and record a trail easement from Loudon; to execute all other documentation and take all other actions necessary to complete these transactions; and does hereby consent to the acceptance, granting, and recordation of the deeds and easements, subject to approval by County Counsel and Risk Management.

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

PTC 102-38873-DY

RECORDING REQUESTED AND WHEN RECORDED PLEASE RETURN TO:

County of Placer
Department of Facility Services
ATTN: Property Manager
11476 C Avenue
Auburn, CA. 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2013-0116677-00
PLACER TITLE - RECORDING
MONDAY, DEC 23, 2013 14:49:50
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02328545
CLK7NMLFJ1/CC/3-7

Exempt from Recording Fees – Govt Code 27383

COUNTY OF PLACER

OFFER OF DEDICATION

MULTIPURPOSE TRAIL EASEMENT

For the receipt of one dollar ($1.00) or other good and valuable consideration, Lois M. Loudon, Trustee of the Lois M. Loudon Revocable Trust, executed April 20, 2004, and Norman Loudon Pettit and Debora K. Pettit, Husband and Wife, as Joint Tenants, **the undersigned GRANTOR(S), hereby irrevocably offers for dedication to the County of Placer, State of California**, an Easement for Multipurpose Trail purposes for non-motorized ingress and egress together with the right of construction, maintenance, and all appurtenances pertaining thereto upon, over, under and across all that real property situated in the County of Placer, State of California. Said real property measures approximately 0.2 acres and is a northwestern portion of APN 026-130-041 (GRANTOR's property), bounded and described as follows:

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

(See Attached Exhibits "A-1" & "A-2")

Upon completion of trail construction over said Multipurpose Trail Easement as described above and the date the County of Placer's public trail providing trail connectivity from Hidden Falls Regional Park and the Bear River is open for the public ("Hidden Falls Trail"), GRANTOR shall have egress and ingress rights to Hidden Falls Trail across said Multipurpose Trail Easement through the gate installed by Placer Land Trust, at no cost to GRANTOR. GRANTOR's access through such gate shall be limited to GRANTOR for its sole and private use during established Park hours. GRANTOR shall be responsible for controlling access through said gate. Following the opening of Hidden Falls Trail, COUNTY and Placer Land Trust, a California nonprofit benefit corporation, and its employees, officers, and assigns, shall be allowed to pass through gate and GRANTOR's property for emergency purposes only.

GRANTOR(S):Lois M. Loudon Revocable Trust,
Executed April 20, 2004

Dated this 8 Day of OCTOBER, 20 13,

Lois M. Loudon Trustee
Sign name

Lois M. Loudon, Trustee
Print name and title

Debora K. Pettit
Sign Name

Debora K. Pettit, Wife as Joint Tenant
Print Name and Title

Norman Loudon Pettit
Sign name

Norman Loudon Pettit, Husband as Joint Tenant
Print name and title

See following page for Acknowledgement

ACKNOWLEDGEMENT

State of California }
County of Placer }

On _____ before me,
_____(name, title),
personally appeared _____
who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal) _____ Signature

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES

☐ CORPORATE OFFICER(S)
_____ TITLE(S)
_____ COMPANY

☐ PARTNER(S)
_____ PARTNERSHIP

☐ ATTORNEY-IN-FACT
_____ PRINCIPAL(S)

☐ TRUSTEE(S)
_____ TRUST

☐ OTHER
_____ TITLE(S)
_____ ENTITY(IES) REPRESENTATIVE

CONSENT TO RECORDATION:
The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Resolution No. 2013-074.

10-21-13
DATE

Mary Dietrich
SIGN NAME

MARY DIETRICH, Director
PRINT NAME AND TITLE

ACCEPTANCE (1): BY AUTHORIZED AGENT:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20____, from _____
To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No. 2013-074 adopted on April 23, 2013, and the Grantee consents to the recordation thereof by it's duly authorized agent.

_____
DATE

_____
SIGN NAME

_____
PRINT NAME AND TITLE

State of California)
County of Placer)

On october 8, 2013, before me, D. YUE, Notary Public, personally appeared DEBORA K. PETTIT, NORMAN LOUDON PETTIT AND LOIS M. LOUDON, proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the 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 signatures(s) on the instrument the person(s) acted, executed the instrument..

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

Seal

D. YUE

My Commission Expires: 8-30-17

D. YUE
Commission # 2035677
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2017

Notary Name: D. YUE

Notary Phone Number: 530-885-7722

Notary Registration No: 2035677

County of Principal Place of Business: PLACER

ATTACHED TO COUNTY OF PLACER, OFFER OF DEDICATION, MULTIPURPOSE TRAIL EASEMENT

EXHIBIT A-1

LEGAL DESCRIPTION

Multi-Purpose Trail Easement

All that portion of the property described in the Deed to Loudon recorded as Document 2011-0079644, Official Records of Placer County, being a portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California described as follows:

Beginning at the Northwest corner of said Section 24; thence from said Point of Beginning, along the North line of said Section 24, East, 125.00 feet; thence leaving said North line in a Southwesterly direction to a point on the West line of said Section 24 that bears South, along said west line 125.00 feet from the point of beginning; thence along the west line of said Section 24 North, 125.00 feet to the Point of Beginning.

End of description

Description prepared by:

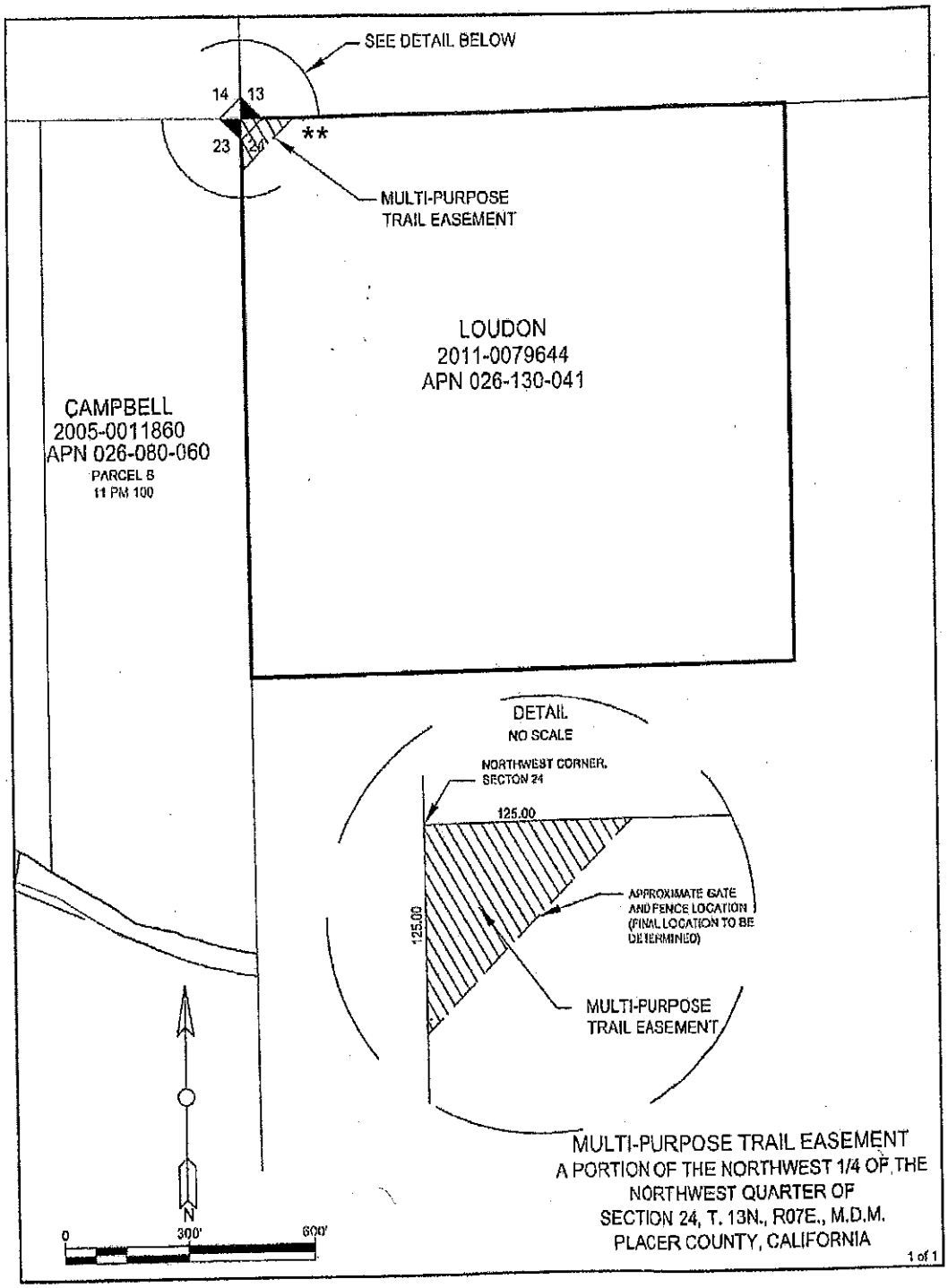
County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 4-23-13

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-2013
STATE OF CALIFORNIA

EXHIBIT A-2

MULTIPURPOSE TRAIL EASEMENT



**24

Order No.: 102-38873
Property Address: 8575 Hubbard Road, Auburn, CA 95602
Loan No.:

CONSENT OF LIEN HOLDER
AND SUBORDINATION OF LIEN

The undersigned beneficiary under that certain Deed of Trust executed by Norman Loudon Pettit and Debora K. Pettit as Trustor, and Placer Title Company as Trustee, dated September 16, 2010 and recorded December 8, 2010 Instrument No. 2010-0102233 Official Records of Placer County, State of California, consents to all of the provisions contained in the Grant of Multipurpose Trail Easement Agreement for the benefit of the County of Placer, attached hereto and made a part hereof and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to said Grant of Multipurpose Trail Easement.

Dated:

Lender: Mark and Nancy Weiner, successor trustees of the Kopp Family Revocable Trust

By: Mark Weiner
Name: Mark Weiner
Title: Successor Trustee of the Kopp Family Revocable Trust

By: Nancy Weiner
Name: Nancy Weiner
Title: Successor Trustee of the Kopp Family Revocable Trust

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento

On 10/14/13 before me, Erica M. Gibson, Notary Public, personally appeared Mark Weiner + Nancy Weiner, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

ERICA M. GIBSON
COMM. # 2006731
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES FEB. 8, 2017

Order No.: 102-38873
Property Address: 8575 Hubbard Road, Auburn, CA 95602
Loan No.:

CONSENT OF LIEN HOLDER AND SUBORDINATION OF LIEN

The undersigned beneficiary under that certain Deed of Trust executed by Lois M. Loudon, Norman Loudon Pettit and Debora K. Pettit as Trustor, and Old Republic Title Company as Trustee, dated February 28, 2012 and recorded March 6, 2012 Instrument No. 2012-0019570 Official Records of Placer County, State of California, consents to all of the provisions contained in the Grant of Multipurpose Trail Easement Agreement for the benefit of the County of Placer, attached hereto and made a part hereof and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to said Grant of Multipurpose Trail Easement.

Dated:

Lender: Roy and June Matsunaga, Husband and Wife, as Joint Tenants

By: Roy Matsunaga
Name: Roy Matsunaga
Title: Husband

By: June Matsunaga
Name: June Matsunaga
Title: Wife

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 10.23.2013 before me, Shanna T. Hemphill, Notary Public, personally appeared Roy Matsunaga and June Matsunaga, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

SHANNA T. HEMPHILL
Commission # 2008951
Notary Public - California
Los Angeles County
My Comm. Expires Feb 28, 2017

PLACER, County Recorder
JIM MCCAULEY
DOC- 2003-0210570
Acct 2-PLACER TITLE
Tuesday, DEC 23, 2003 14:30:00
NOC $0.00
Ttl Pd $0.00 Nbr-0001000883
odn/DN/1-4

RECORDING REQUESTED BY
PLACER TITLE CO.
110-1278

Project Name

When recorded return to
Placer County Department
Of Public Works

COUNTY OF PLACER

Department of Public Works

OFFER OF DEDICATION

For the receipt of one dollar ($1.00) or other good and valuable consideration, J. Spears Family Enterprises, L.P., a California limited partnership, _____,
the undersigned GRANTOR(S), HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE COUNTY OF PLACER, STATE OF CALIFORNIA, an easement for road purposes and incidentals thereto, including the utility rights over, on, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:
(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

See Exhibit A, attached hereto and made a part hereof.

J. Spears Family Enterprises L.P.
a California limited partnership
GRANTOR(S)

Dated this_____Day of _____, 20____.

Julia M Spears

Trustee / Beneficiary_____

Julia Spears, General Partner

Recording Reference_____

See reverse side for acknowledgement

cn/

ACKNOWLEDGEMENT

State of California
County of Placer

On 12/22/03 before me, Julia E. Pickard (name, title of officer),
Personally appeared Juliá M. Spears
θ personally known to me –OR- θ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

JULIA E. PICKARD
Comm. # 1337941
NOTARY PUBLIC - CALIFORNIA
Placer County
My Comm. Expires Jan. 6, 2006

Signature

CAPACITY CLAIMED BY SIGNER

θ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES

θ CORPORATE OFFICER(S)
TITLE(S)
COMPANY

θ PARTNER(S) PARTNERSHIP

θ FACT
PRINCIPAL(S)

θ TRUSTEE(S) TRUST
TITLE(S)

θ OTHER
TITLE(S)
ENTITY(IES) REPRESENTED
ENTITY(IES) REPRESENTED

CONSENT TO RECORDATION:
The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002.

SIGNATURE

DATED:_____ _____
TITLE:

ACCEPTANCE (1): BY AUTHORIZED AGENT:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20_____, from J. Spears Family Enterprises, L.P., a California limited partnership to the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002 and Resolution No. 2003-292 adopted November 18, 2003, and the Grantee consents to the recordation thereof by it's duly authorized agent.

SIGNATURE COMPLETED BY (TYPE OR PRINT)

DATED:_____ _____
TITLE:

ACCEPTANCE (2): BY BOARD OF SUPERVISORS:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20____, from_____ to the County of Placer, a government agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No._____ of said Board adopted on_____ _____, and the Grantee consents to the recordation thereof by it's duly authorized agent.

Dated:_____ _____
Chairman, Board of Supervisors of the County of Placer

Rev.8/03

ACKNOWLEDGEMENT

State of California
County of Placer

On_____before me,_____(name, title of officer),
Personally appeared_____
▶ 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

CAPACITY CLAIMED BY SIGNER

▶ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES

▶ CORPORATE OFFICER(S)
_____ TITLE(S)
_____ COMPANY

▶ PARTNER(S) _____ PARTNERSHIP

▶ ATTORNEY-IN-FACT
_____ PRINCIPAL(S)

▶ TRUSTEE(S) _____ TRUST

▶ OTHER _____ TITLE(S)

_____ TITLE(S)

_____ ENTITY(IES) REPRESENTED

_____ ENTITY(IES) REPRESENTED

CONSENT TO RECORDATION:
The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002.

SIGNATURE

DATED:_____ _____
TITLE:

ACCEPTANCE (1): BY AUTHORIZED AGENT:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20_____, from J. Spears Family Enterprises, L.P., a California limited partnership to the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002 and Resolution No. 2003-292 adopted November 18, 2003, and the Grantee consents to the recordation thereof by it's duly authorized agent.

SIGNATURE COMPLETED BY (TYPE OR PRINT)

DATED: December 22nd 2003 _____ Thomas Miller
TITLE: Director of Facility Services

ACCEPTANCE (2): BY BOARD OF SUPERVISORS:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20____, from_____
to the County of Placer, a government agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No._____ of said Board adopted on_____
_____, and the Grantee consents to the recordation thereof by it's duly authorized agent.

Dated:_____ _____
Chairman, Board of Supervisors of the County of Placer

Rev.8/03

EXHIBIT "A"

A portion of the southeast quarter of Section 17, Township 13 North, Range 7 East M.D.M., Placer County, California more particularly described as follows:

Commencing at the center of said Section 17; thence South 00°03'21" East along the north and south centerline of said Section 17 a distance of 452.73 feet to the centerline of Garden Bar Road as shown on that Record of Survey filed in Book 9 of Surveys, at Page 53, Placer County Records; thence leaving said north and south centerline South 89°54'54" East along said Garden Bar Road centerline a distance of 151.28 to the centerline of a private road as shown on said Record of Survey the Point of Beginning; thence from said Point of Beginning continuing along said Garden Bar Road centerline the following two (2) courses:

1) South 89°54'54" East a distance of 60.29 feet
2) Along the arc of a tangent 81.00 foot radius curve to the left, through a central angle of 63°34'34" a distance of 89.88 feet, the chord of which bears North 58°17'49" East a distance of 85.34 feet;

thence leaving said Garden Bar Road centerline South 23°30'45" East a distance of 131.13 feet to the centerline of a private road as shown on said Record of Survey; thence along said private road centerline North 67°49'33" West a distance of 200.00 feet to the Point of Beginning.

Containing 7,103 square feet more or less.

The meridian of this description is identical to the Record of Survey filed in Book 9 of Surveys at Page 53 Placer County Records.

LICENSED LAND SURVEYOR
CHARLES B. GRANT
Exp. 3-31-06
No. 6158
STATE OF CALIFORNIA

Charles B. Grant

RECORDING REQUESTED BY:
PLACER TITLE CO.
112-1278

RECORDING REQUESTED BY AND

WHEN RECORDED, PLEASE MAIL TO:
County of Placer
Department of Facility Services
1476 C Avenue
Auburn, CA 95603
Attn: Property Manager

PLACER, County Recorder
JIM MCCAULEY
DOC- 2003-0210569
Acct 2-PLACER TITLE
Tuesday, DEC 23, 2003 14:30:00
NOC $0.00
Ttl Pd $0.00 Nbr-0001000882
odn/DN/1-6

DOCUMENTARY TRANSFER TAX:
Exempt pursuant to CA R&T §11922

Original in Acquisition File

APNs: 026-072-045, 026-072-047, 026-072-049-510, 026-072-050-510, 026-072-054 through 026-072-063 and 026-080-065 through 026-080-072, inclusive

GRANT DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, The Trust for Public Land, a California nonprofit public benefit corporation ("Grantor"), does hereby grant, bargain, sell and convey to the County of Placer, a political subdivision of the State of California ("Grantee"), and its assigns, all the real property situated in the County of Placer, State of California, described at Exhibit A attached hereto and incorporated herein by this reference (the "Property").

SUBJECT to easements, reservations and restrictions of record.

TOGETHER WITH a nonexclusive easement for vehicular and nonmotorized transportation (including without limitation pedestrian, bicycle or equestrian) ingress and egress, forty (40) feet in width, lying twenty (20) feet on each side of the centerline of the existing private road as shown on the Record of Survey recorded July 15, 1983 at Book 9, Placer County Records of Surveys, Page 53 with a vehicular road surface of no more than twenty-four (24) feet in width with the exception of pull-outs as may be required for fire control purposes, from the intersection of Garden Bar Road, a public road, to the intersection of such existing road and the western boundary of the property described herein, and an appurtenant drainage and cut or fill slope easement as needed to maintain such access easement. All trails and paved roads benefiting Grantee shall be contained within said forty (40) foot easement area.

TO HAVE AND TO HOLD, the above granted and described premises, together with all tenements, hereditaments, and appurtenances, including water and water rights, minerals and mineral rights, buildings, structures, improvements and easements, thereto belonging or

appertaining, if any, and any reversions, remainders, rents, issues, or profits thereof, unto the COUNTY OF PLACER.

IN WITNESS WHEREOF, Grantor has executed this instrument this 18th day of December, 2003.

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

By: _____
M. Holly Haugh, Regional Counsel

ACKNOWLEDGMENT

State of CALIFORNIA)
)ss.
County of SAN FRANCISCO)

On this 18th day of December, 2003, before me, Patricia A. Strickland, a notary public, personally appeared M. Holly Haugh, 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 upon behalf of which the person acted, executed the instrument.

_____
Notary Public

My commission expires 10/30/04

PATRICIA A. STRICKLAND
Commission # 1282231
Notary Public - California
San Francisco County
My Comm. Expires Oct 30, 2004

Spears/GD1 Dispo.doc

ACKNOWLEDGEMENT

State of California
County of Placer

On_____before me,_____(name, title of officer),
Personally appeared_____
► 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature

CAPACITY CLAIMED BY SIGNER

► INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES

► CORPORATE OFFICER(S)
_____
TITLE(S)
_____
COMPANY

► PARTNER(S) _____ PARTNERSHIP

► ATTORNEY-IN-FACT
_____
PRINCIPAL(S)

► TRUSTEE(S) _____ TRUST

► OTHER _____ TITLE(S)

_____
TITLE(S)

_____
ENTITY(IES) REPRESENTED

_____
ENTITY(IES) REPRESENTED

CONSENT TO RECORDATION:
The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002.

SIGNATURE

DATED:_____ _____
TITLE:

ACCEPTANCE (1): BY AUTHORIZED AGENT:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20_____, from The Trust for Public Land, a California nonprofit public benefit corporation to the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002 and Resolution No. 2003-292 adopted November 18, 2003, and the Grantee consents to the recordation thereof by it's duly authorized agent.

SIGNATURE COMPLETED BY (TYPE OR PRINT)

DATED: December 22nd 2003 Thomas Miller
TITLE: Director of Facility Services

ACCEPTANCE (2): BY BOARD OF SUPERVISORS:
This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20____, from_____
to the County of Placer, a government agency, is hereby accepted by the Board of Supervisors of the County of Placer pursuant to authority conferred by Resolution No._____ of said Board adopted on_____
_____, and the Grantee consents to the recordation thereof by it's duly authorized agent.

Dated:_____ _____
Chairman, Board of Supervisors of the County of Placer

Rev 8/03

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A Resolution authorizing the Director of Facility Services to execute the Purchase and Sale Agreement and any other documents necessary to complete the acquisition of approximately 961 acres of the Spears Ranch near Lincoln.

Resol. No: 2003-292
Ord. No:
First Reading:

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held November 18, 2003, by the following vote on roll call:

Ayes: SANTUCCI, WEYGANDT, GAINES, BLOOMFIELD

Noes: NONE

Absent: WHITE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST

ANN HOLMAN
Clerk of the Board of Supervisors, County of Placer, State of California

Deputy Clerk

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board
Ann Holman

WHEREAS, the Trust for Public Land (TPL) holds an Option Agreement to purchase 961 acres of the Spears Ranch near Lincoln; and

WHEREAS, acquisition of the 961 acres meets the goals and objectives of the Placer Legacy Open Space and Agricultural Program; and

WHEREAS, on July 8, 2003, the Placer County Board of Supervisors authorized negotiations with TPL for the County's acquisition of this property.

THEREFORE, BE IT RESOLVED that the Placer County Board of Supervisors does 1) hereby authorize the Director of Facility Services to execute on behalf of the County a Purchase and Sale Agreement and any other documents necessary to complete the acquisition of approximately 961 acres of the Spears Ranch near Lincoln; 2) hereby authorize any disbursements of County funds necessary to complete the transaction; and 3) hereby consent to the recordation of the deeds for said property described in the Purchase and Sale Agreement.

Order No. 110-1278*1
Policy No. CNJP-PROFORMA

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTH HALF OF SECTION 16, (ALSO KNOWN AS LOTS 66, 67, 72 AND 73, INCLUSIVE OF HEREDIA ESTATE), THE NORTH HALF OF SECTION 21, (THE EAST HALF OF SAID NORTH HALF ARE LOTS 58 TO 61 INCLUSIVE OF HEREDIA ESTATE) AND THE NORTH HALF OF SECTION 22 (ALSO KNOWN AS LOTS 54 TO 57 AND 62 TO 65, INCLUSIVE OF HEREDIA ESTATE, AS PER MAP IN THE OFFICE OF THE PLACER COUNTY RECORDER) ALL IN TOWNSHIP 13 NORTH, RANGE 7 EAST,MDB&M.
EXCEPTING THEREFROM LOTS 68, 69, 70 AND 71 OF THE HEREDIA ESTATE FILED IN BOOK A OF MAPS, AT PAGE 15, PLACER COUNTY RECORDS.

PARCEL TWO:

LOTS 68, 69, 70 AND 71, AS SHOWN ON THE MAP OF THE HEREDIA ESTATE FILED IN BOOK A OF MAPS, AT PAGE 15, PLACER COUNTY RECORDS, LOCATED IN SECTION 16, TOWNSHIP 13 NORTH, RANGE 7 EAST, MDM, PLACER COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 70, SAID POINT BEING IDENTICAL TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE FROM SAID POINT OF BEGINNING NORTH 89 DEGREES 26 MINUTES 37 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID LOTS 70 AND 71, A DISTANCE OF 2,693.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 71, SAID POINT BEING IDENTICAL TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 02 DEGREES 37 MINUTES 09 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID LOTS 71 AND 68 A DISTANCE OF 2,609.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 68, SAID POINT BEING IDENTICAL TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 05 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID LOTS 68 AND 69 A DISTANCE OF 2,653.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69, SAID POINT BEING IDENTICAL TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 44 MINUTES 54 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID LOTS 69 AND 70 A DISTANCE OF 2,609.82 FEET TO THE POINT OF BEGINNING.

APNS: 026-072-045, 026-072-047, 026-072-049-510, 026-072-050-510, 026-072-054 THROUGH 026-072-063, INCLUSIVE AND 026-080-065 THROUGH 026-080-072, INCLUSIVE

PARCEL THREE:

AN EASEMENT FOR INGRESS AND EGRESS AS GRANTED TO BRADLEY ALAN SPEARS AND GAYLE LYNN SPEARS, HUSBAND AND WIFE AS JOINT TENANTS, IN DEED RECORDED OCTOBER 20, 1997 AS INSTRUMENT NO. 97-0065040.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL ONE DESCRIBED HEREINABOVE.

PARCEL FOUR:

Order No. 110-1278*1
Policy No. CNJP-PROFORMA

EXHIBIT "A" LEGAL DESCRIPTION
(Continued)

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND NONMOTORIZED TRANSPORTATION (INCLUDING WITHOUT LIMITATION PEDESTRIAN, BICYCLE OR EQUESTRIAN)INGRESS AND EGRESS, FORTY (40) FEET IN WIDTH, LYING TWENTY (20) FEET ON EACH SIDE OF THE CENTERLINE OF THE EXISTING PRIVATE ROAD AS SHOWN ON THE RECORD OF SURVEY RECORDED JULY 15, 1983 AT BOOK 9, PLACER COUNTY RECORDS OF SURVEYS, PAGE 53 WITH A VEHICULAR ROAD SURFACE OF NO MORE THAN TWENTY-FOUR (24) FEET IN WIDTH WITH THE EXCEPTION OF PULL-OUTS AS MAY BE REQUIRED FOR FIRE CONTROL PURPOSES, FROM THE INTERSECTION OF GARDEN BAR ROAD, A PUBLIC ROAD, TO THE INTERSECTION OF SUCH EXISTING ROAD AND THE WESTERN BOUNDARY OF THE PROPERTY DESCRIBED HEREIN, AND AN APPURTENANT DRAINAGE AND CUT OR FILL SLOPE EASEMENT AS NEEDED TO MAINTAIN SUCH ACCESS EASEMENT. ALL TRAILS AND PAVED ROADS BENEFITING GRANTEE SHALL BE CONTAINED WITHIN SAID FORTY (40) FOOT EASEMENT AREA.

Placer County
Department of Facility Services
11476 C Avenue
Auburn, CA 95603

NOTICE OF EXEMPTION

To: _X_ County Clerk
County of Placer

___ Office of Planning & Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Title: Spears Ranch Acquisition

Project Location: Agreement of Purchase and Sale for approximately 961 acres of the Spears Family Ranch located on Garden Bar Road near Lincoln, in unincorporated Placer County. (APNs: 026-072-045, 026-072-047, 026-072-049-510, 026-072-054 through 026-072-063 inclusive, 026-080-065 through 026-080-072 inclusive, and 026-072-050-510). The Property is separated into one 40-acre parcel on which a residence is located and remaining parcels totaling approximately 921 acres.

Description of Project: The scope of this Project includes the preparation of a Purchase and Sale Agreement, and its execution by the County of Placer and The Trust for Public Land.

Name of Public Agency Making Environmental Determination: Placer County Department of Facility Services.

Name of Person or Agency Carrying Out Project: Placer County Department of Facility Services, Property Management Division.

Reasons Why Project is Exempt: The acquisition is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15316. That section provides for the transfer of ownership of land in order to establish a park where the land is in a natural condition and a park management plan has not been prepared. Any future park development will require discretionary action by the Placer County Board of Supervisors. The acquisition is also exempt from CEQA under Guidelines Sections 15317 and 15325, which each exempt property acquisitions made in order to maintain the open space character of an area. The acquisition is also exempt under Guidelines Section 15301 as it will continue existing facilities and activities on the site. It can also be seen with certainty that this action will have no significant impact under Guidelines Section 15061(b)(3).

POSTED NOV 18 2003
through
JIM McCAULEY, COUNTY CLERK
By R Drone
Deputy Clerk

Lead Agency Contact Person: Mary Dietrich

Area Code/Telephone Number: (530) 886-4957

Mary Dietrich
Lead Agency Signature

11-18-03
Date

#1983

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

Recorded at the request of:
Placer Land Trust
102-28900-DY
When recorded return to:
Placer Land Trust
Attn: Executive Director
11521 Blocker Drive, Suite 100
Auburn, CA 95603

#102-28900 DY

PLACER, County Recorder
JIM MCCAULEY
DOC- 2007-0099531-00
Acct 2-PLACER TITLE
Wednesday, OCT 17, 2007 14:30:00
MIC $3.00|AUT $111.00|SBS $110.00
DOC$1,430.00|REC $113.00|PEN $2.00
Ttl Pd $1,769.00 Nbr-0001714819
had/HD/1-111

DOCUMENTARY TRANSFER TAX $ 1430.00
___Computed on full value of property conveyed OR
___Value less remaining encumbrances
The Undersigned
Signature of declarant
X Unincorporated area City of
Parcel No.

DEED OF CONSERVATION EASEMENT
(Liberty Ranch Big Hill Preserve, Placer County)

THIS DEED OF CONSERVATION EASEMENT is granted this 14 day of September, 2007, by H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994, having an address at P.O. Box 2332, Roseville, CA, 95746-2332 ("Grantors"), to Placer Land Trust, a California nonprofit public benefit corporation, having an address at 11521 Blocker Drive, Suite 100, Auburn, CA, 95603 ("Grantee").

RECITALS

A. Grantors are the sole owners in fee simple of certain real property in Placer County, California, sometimes referred to as the Freiheit Big Hill Preserve or the Liberty Ranch Big Hill Preserve, approximately 321 acres designated as Assessor's Parcel Number 026-061-013, more particularly described in Attachment A, Legal Description of Property, attached hereto (the "Property").

B. A minimum of 313 acres of the Property shall be an oak woodland preserve, more particularly described in Attachment B, Description of Preserve, attached hereto (the "Preserve").

C. A maximum of eight acres of the Property shall be reserved for the building of one homesite, more particularly described in Attachment C, Description of Homesite Reserve Area, attached hereto (the "Homesite Reserve Area").

C. The Preserve possesses exceptional natural, recreational and open space values of great importance to Grantors and Grantee (collectively, the "Parties") the Sierra foothills ecosystem, and the people of Placer County and the State of California. These values are collectively referred to as the "Conservation Values".

D. The specific Conservation Values of the Preserve are further documented in an inventory of relevant features of the Preserve, dated July 27, 2007, described in Attachment D, Baseline Documentation Report for Liberty Ranch Big Hill Preserve, attached hereto, which consists

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of reports, maps, photographs, and other documentation that the Parties agree provide, collectively, an accurate representation of the Preserve at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant (the "Baseline Documentation").

E. Grantors intend that the Conservation Values of the Preserve be permanently preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with the Conservation Values. Grantors intend to use the Property consistent with the purpose of this Easement, and adhere to all terms, covenants and conditions of this Easement.

F. Grantors intend that the Preserve be permanently preserved, maintained and managed as a protected natural preserve for the benefit of oak woodlands and associated habitat, in accordance with the requirements set forth in Attachment E, Management Plan for Liberty Ranch Big Hill Preserve (the "Management Plan").

G. Grantors intend, as owners of the Property and for good and valuable consideration, to convey to Grantee the right to preserve and protect the Conservation Values of the Property and Preserve in perpetuity according to the standards referenced above and the terms hereinafter set forth.

H. Grantee is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), and Section 815.3 of the California Civil Code, and whose primary purpose is the permanent preservation of natural and agricultural lands in the Placer County region. Grantee is willing and able to assume the responsibility to monitor and enforce the terms and conditions of this Easement.

I. This Deed of Conservation Easement is being acquired, in part, with funds from the California Wildlife Foundation, a private nonprofit organization, and the State of California, acting through the Resources Agency and the Wildlife Conservation Board, and the County of Placer.

J. This Easement supports public policies of the State of California, including Section 1362 of the California Fish and Game Code, in which the California Legislature has declared an intention to (1) support and encourage voluntary, long-term private stewardship of California's oak woodlands, and (2) provide incentives to protect and encourae farming and ranching operations that are operated in a manner that protects and promotes healthy oak woodlands and for the protection of oak trees providing superior wildlife values on private lands.

NOW, THEREFORE, for good and valuable consideration, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, Grantors hereby voluntarily grants and conveys to Grantee a Conservation Easement ("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 assure that the Preserve will be retained forever in its natural, open space, and scenic condition, and to protect forever the Conservation Values of the Preserve as specified in the Baseline Documentation. Further, it is the purpose of this Easement to prevent any use or development of the Property that will significantly damage or impair the Preserve or its Conservation Values, with the exception of development in the Homesite Reserve Area as allowed and limited by this Easement and the incorporated Management Plan. Grantors and Grantee intend that this Easement will confine the use of the Property only to such activities that are consistent with the purpose and terms of this Easement and the incorporated Management Plan.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

   (a) To preserve and protect the Conservation Values.

   (b) To enter upon the Property at reasonable times and at least annually in order to monitor compliance with and otherwise enforce the terms of this Easement, to assess the condition of the Property including without limitation the Conservation Values, and to perform, monitor, and enforce the terms of the Management Plan, in accordance with Section 6.

   (c) To allow State of California representatives access to the Property not less than once in any period of three calendar years with advance notice to the Grantors and preferably in the company of Grantee, to assess Grantee's compliance with the terms, covenants, and conditions of one or more grant agreements between the State of California Resources Agency and Wildlife Conservation Board and the Grantee.

   (d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and the Management Plan.

   (e) To require the restoration of such areas or features of the Preserve that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 6.

   (f) To approve the construction of a public trail on the Preserve as defined in the Management Plan.

   (g) To post one or more signs on the Preserve indicating the participation of the State of California and other funders in Grantee's purchase of the Easement.

   (h) To monitor the Grantors' use, management, and maintenance of the Property, as defined in the Management Plan, and require mutually agreeable corrective actions if inconsistent practices are observed.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement or the protection of the Conservation Values is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) The legal or *de facto* division, subdivision, or partitioning of the Property for any purpose.

(b) The placement, construction or maintenance of any buildings, structures or other improvements on the Preserve, other than roads and utilities for purposes of access to and servicing of the Homesite Reserve Area as allowed in the Management Plan, and fencing, trails, and signage that is allowed by the Management Plan.

(c) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, exploring for or extracting minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Property, or granting or authorizing surface entry for any of these purposes. Notwithstanding, said activities shall be allowed to the extent they are part of and reasonably required for construction of improvements on the Homesite Reserve Area.

(d) The cutting of trees or the removal or alteration of vegetation on the Preserve, including weed abatement, other than Grantee-approved activities set forth in the Management Plan including but not limited to: the removal of non-native/invasive plants; the removal or pruning of trees or vegetation for trails, fire suppression, public health and safety; limited removal or alteration of vegetation associated with installation and maintenance of roads and utilities for the purposes of access to and servicing of the Homesite Reserve Area as allowed in the Management Plan.

(e) Planting, introduction or dispersal of non-native or exotic plant or animal species on the Preserve, with the exception of livestock for grazing that is compatible with the Management Plan.

(f) Unseasonable watering on the Preserve.

(g) Agricultural activity on the Preserve, other than livestock grazing that is compatible with the Management Plan.

(h) Use of fertilizers, herbicides, pesticides, biocides, or other agricultural chemicals on the Preserve unless allowed by the Management Plan.

(i) The altering of the general topography of the Preserve other than as required by law for public health and safety, or in conjunction with and as reasonably required for the installation of roads and utilities for the purposes of access to and servicing of the Homesite Reserve Area as allowed in the Management Plan.

(j) Mosquito abatement activities on the Preserve, unless required by law.

(k) Incompatible fire protection activities on the Preserve.

(l) Transferring any water right necessary to maintain or restore the Conservation Values of the Preserve.

(m) Commercial or industrial uses of the Preserve.

(n) The dumping or accumulation of trash, ashes, garbage, inoperative vehicles, waste or other debris on the Property including, without limitation Hazardous Materials. For the purposes of this instrument, "Hazardous Materials" shall mean any substance defined,

listed, or otherwise classified pursuant to any federal, state, or local law, regulations, or requirements as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment. Notwithstanding, said restrictions shall not prohibit the accumulation of trash, ashes, garbage, inoperative vehicles, waste or other debris on the Property including, without limitation Hazardous Materials, in the ordinary and customary use of the Homesite Reserve Area and in accordance with all applicable local, state or Federal rules and regulations, provided that any such activities do not impair the Conservation Values of the Preserve.

(o) Any motorized vehicle use off designated roadways identified in the Baseline Documentation, except for: the purposes of the ranching, maintenance or stewardship of the Property as allowed in the Management Plan; as required to comply with local, state or federal law; for public health and safety; or within the Homesite Reserve Area.

4. **Reserved Rights of Grantors.** Grantors reserve to themselves, their representatives, 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 lawful 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 activities and uses are specifically reserved:

(a) The right to construct one single-family residence within Homesite Reserve Area, provided the construction of this residence does not adversely affect the Conservation Values, other than the Preserve's scenic values. Grantors shall be entitled to clear vegetation, construct the single-family residence, and to enjoy and make other use of the Homesite Reserve Area as permitted by the County's Agricultural/Residential Zoning Ordinance in effect on the Property as of the date of this Easement.

(b) All right, title and interest in and to all tributary and non-tributary water and water rights 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 and terms of this Easement, and provided that any and all water rights necessary to maintain or restore the Conservation Values are retained and used to maintain or restore the Conservation Values according to the Management Plan.

(c) All rights for the management and improvement of the Property that are specifically allowed by the Management Plan and that are not otherwise prohibited by this Easement and the Management Plan.

5. **Notice and Approval.**

5.1 **Notice of Intention to Undertake Certain Permitted Actions.** Grantors shall notify Grantee prior to undertaking certain activities as permitted and limited in Sections 1, 3, and 4 of this Easement, in order to afford Grantee an adequate opportunity to participate in evaluating the compatibility of certain activities with the Easement conditions and to recommend either mitigation measures or that the activity not occur. The purpose of this notice is to prevent Easement violations through a cooperative approach.

5.2 **Grantee's Approval.** Where Grantee's approval is required, as set forth in this Easement and the Attachments, Grantee shall grant or withhold its approval in writing within five (5) business days of receipt of Grantors' request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement and the protection of the Conservation Values.

5.3 **Mediation.** If a dispute arises between the Parties concerning use or activities on the Property, or the failure of a Party to consent either in a timely manner or consent at all to the request of the another Party, either party may refer the dispute to mediation by request made in writing to the other, and the Parties agree not to proceed with the use or activity pending resolution of the dispute. Within ten (10) days of the receipt of such a request, the Parties shall select a single trained and impartial mediator. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a proper court for the appointment of a trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

(b) Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(e) Costs. The costs of the mediator shall be borne equally by Grantors and Grantee; the Parties shall bear their own expenses, including attorneys' fees, individually, except that the costs incurred by either party for purposes of correcting a default or breach of this Easement on the part of the other party shall be borne by the losing party.

(f) If any party commences a court action based on a dispute of claim to which this provision applies without first attempting to resolve the matter through mediation, then in the discretion of the judge, that party shall not be entitled to recover attorney's fees, even if they would otherwise be available in any such court action.

6. **Grantee's Remedies.**

6.1 **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors 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 to its prior condition in accordance with a plan approved by Grantee.

6.2 **Injunctive Relief.** If Grantors fail 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 diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Preserve to the condition that existed prior to any such injury.

6.3 **Damages.** Grantee shall be entitled to recover damages from the Grantors for actions by the Grantors in violation of the terms of this Easement or causing injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Preserve.

6.4 **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantors or without waiting for the period provided for cure to expire.

6.5 **Scope of Relief.** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of

this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors.

6.7 **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors 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 Grantors shall impair such right or remedy or be construed as a waiver.

6.8 **Acts Beyond Grantors' 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 natural environmental causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement caused by earthquake, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.9 **Third Party Liability.** Grantee has the right to pursue damages from third parties, but not to the exclusion of any right of the Grantors to seek damages or relief from any third party for damage to the Property.

7. **Costs, Liabilities, Taxes, and Environmental Compliance.**

7.1 **Costs, Legal Requirements, and Liabilities.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantee shall be named as additional insured, and be provided a certificate of insurance from the Grantors if requested. Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors, and any future liens shall be subordinate to this Easement and to the executory interest of the State of California.

7.2 **Taxes.** Grantors shall pay before delinquency all applicable federal, state and local taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee has the right to monitor the status of Grantors' payment of property taxes on an annual basis.

7.3 **Remediation.** If there occurs a release in, on, or about the Property of any substance which causes damage to the values protected by this Easement, Grantors agree to take all steps

necessary to assure its containment and remediation, including any cleanup and restoration that may be required, unless the release was caused by either of the following:

(a) Grantee, its officers, employees, agents, contractors, invitees or licensees, in which case Grantee shall be responsible for those costs, or

(b) The general public through no fault of Grantors.

7.4 **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and corresponding state statute.

7.5 **Hold Harmless.** Grantors hereby release and agree to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) 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, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and corresponding state statute by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; and (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused by any of the Indemnified Parties.

8. Extinguishment, Valuation, and Condemnation.

8.1 **Extinguishment.** Grantors and Grantee, and their successors, may not voluntarily extinguish the Easement, in whole or in part. Conservation easements can only be extinguished in whole or in part through appropriate legal proceedings in a court of competent jurisdiction. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with paragraph 8.2.

8.2 **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which the Parties stipulate to have a fair market value determined by the standard practice of determining the appraised value of the Property with and without the Easement at the time of appraisal. This valuation is to be completed if the Easement is terminated or extinguished pursuant to paragraph 8.3. This valuation shall follow accepted Internal Revenue Service and appraisal standards, with the value of the Easement being the difference between the value of the Property at its highest and best use according to economic value, and the value of the Property with this Easement in effect.

8.3 **Condemnation.** If all or any part of the Preserve is acquired by exercise of the power of eminent domain or by purchase in lieu of a related condemnation proceeding, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, the Parties and the State of California shall act jointly to recover the full value of the interests in the Preserve subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom.

8.4 **Application of Proceeds.** All expenses reasonably incurred by Grantors and Grantee in connection with the taking or in lieu purchase as described in paragraph 8.3 shall first be reimbursed out of the amount recovered. Then, the Grantee's share of the amount recovered after expenses shall be equal to the fair market value of the Easement as valued in paragraph 8.2, or the entire amount recovered, whichever is the lesser amount. Then, the Grantors' share of the amount recovered shall be equal to the fair market value of the Property minus the Easement as valued in paragraph 8.2, or the remaining amount recovered, whichever is the lesser amount. Finally, any remaining amount shall be paid to Grantee and Grantors in proportion to the amount that the fair market value of their interest bears to the fair market value of the total Property including the Easement. Grantee shall direct a portion of any non-reimbursed proceeds received to the State of California and other organizations that contributed funds for the acquisition of the Easement, based on a percentage equal to their contribution to the purchase of the Easement.

9. **Assignment and Executory Limitation.**

9.1 **Assignment.** This Easement may be assigned, sold, transferred, exchanged or otherwise conveyed by Grantee only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under California Civil Code, Sections 815 and 816 (or any successor provision then applicable) or the laws of the United States. Such qualified organization must be willing and financially able to assume all of the obligations and responsibilities of Grantee. As a condition of such transfer, the successor Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out, including the executory interest and right of entry on the part of the State of California. To the extent possible under the circumstances of the transfer, Grantee will give Grantors at least sixty (60) days written notice prior to the date of transfer. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability

in any way. Grantors shall approve any assignment of this Easement, which shall not unreasonably withhold consent. Furthermore, the State of California acting through the Resources Agency and Wildlife Conservation Board shall approve any assignment of this Easement, which shall not be unreasonably withheld so long as the Easement's purpose is upheld. If Grantee fails to perform its duties under this Easement through a default of one or more grant agreements with the State of California, the State of California, acting through the Resources Agency and Wildlife Conservation Board, may require Grantee to convey its interest in the Easement to the State of California or another entity or organization authorized by California law to acquire and hold conservation easements and which is willing and financially able to assume all of the obligations and responsibilities of the Grantee.

9.2 **Executory Limitation.** If Grantee shall cease to exist for any reason, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, or cease to be authorized to acquire and hold conservation easements under Section 815.3(a) of the California Civil Code, then title to this Easement will immediately vest in the State of California. However, prior to that termination, upon approval of the Parties and the State of California, the Easement may be assigned according to paragraph 9.1.

10. **Subsequent Transfers.** Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. **Estoppel Certificates.** Upon request by Grantors, Grantee shall within twenty (20) days execute and deliver to Grantors, or to any party designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantors' compliance with any obligation of Grantors contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantors request more current documentation, Grantee shall conduct an inspection, at Grantors' expense, within thirty (30) days of receipt of Grantors' written request therefor.

12. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:	Freedom Trust Attn: H. Robert Freiheit & Denise Ann Freiheit P.O. Box 2332 Roseville, CA 95746-2332
To Grantee:	Placer Land Trust

Attn: Executive Director
11521 Blocker Drive, Suite 100
Auburn, CA 95603

To State of California:

Resources Agency
Attn: Bonds & Grants Unit
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

Wildlife Conservation Board
Attn: Executive Director
1807 13th Street, Suite 103
Sacramento, CA 95814

It shall be the respective duty and responsibility of the Grantors and/or Grantee, or their/its heirs, assigns, representatives or successors to notify the other party of any and all change of address to which legal notice is to be directed, in writing, by certified U.S. Mail, or other such equivalent mail delivery, within thirty (30) days of such change.

13. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Placer County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

14. **General Provisions.**

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

14.2 **Liberal Construction.** This Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of California State Civil Code, Sections 815 and 816. 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.

14.3 **Severability.** If any provision of this Easement, or the application thereof to any person/entity 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.

14.4 **Entire Agreement.** This instrument (including all Attachments) 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.

14.5 **Amendment.** The Parties recognize that circumstances could arise which justify amendment of certain of the terms, covenants, or restrictions contained in this Easement,

and that some activities may require the discretionary consent of Grantee. To this end, the Parties have the right to agree to amendments and discretionary consents to this Easement with the written consent of both Parties and the State of California acting through the Resources Agency and the Wildlife Conservation Board. The State of California's approval of any amendment shall not be unreasonably withheld. The Parties and the State of California anticipate and agree that this Easement shall be amended if and when the Homestic Reserve Area is delineated; this particular amendment does not require approval of the State of California. Notwithstanding the foregoing, the Parties have no right or power to consent to any action or agree to any amendment that would: increase the level of residential development permitted by the terms of this Easement; limit the term or result in termination of this Easement; diminish or adversely affect the Conservation Values; conflict with the purpose of this Easement; or adversely affect the qualification of this Easement or the status of Grantee under applicable laws, including the Internal Revenue Code. Amendments will become effective upon recording at the Placer County Recorder's Office.

14.6 **Security.** This Easement may not be used as security for any debt without the written approval of the State of California, acting through the Resources Agency and the Wildlife Conservation Board.

14.7 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

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

14.9 **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. The terms "Grantors" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

14.10 **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.

14.11 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

14.12 **Counterparts.** The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

Grantors:

H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994
P.O. Box 2332
Roseville, CA 95746-2332

H. Robert Freiheit, Trustee

H. Robert Freiheit
Trustee

Denise Ann Freiheit, Trustee

Denise Ann Freiheit
Trustee

Grantee:

Placer Land Trust
11521 Blocker Drive, Suite 100
Auburn, CA 95603

Fred Yeager

Fred Yeager
President

Patricia Callan-McKinney

Patricia Callan-McKinney
Treasurer

SCHEDULE OF ATTACHMENTS

A. Legal Description of Property
B. Description of Preserve
C. Description of Homesite Reserve Area
D. Baseline Documentation Report for Liberty Ranch Big Hill Preserve
E. Management Plan for Liberty Ranch Big Hill Preserve

Attachment A

Legal Description of Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE EAST HALF OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARIES OF PARCEL MAP NO. 72107 FILED FOR RECORD MARCH 21, 1997, IN BOOK 9 OF PARCEL MAPS, AT PAGE 152.

APN: 026-061-013-510 AND 026-061-013-520

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH, FOR INGRESS AND EGRESS AS DISCLOSED IN GRANT DEED RECORDED MARCH 24, 1995, INSTRUMENT NO. 95-014536 RECORDS OF PLACER COUNTY.

Attachment B

Description of Preserve

The Preserve consists of the balance of the Property minus the Homesite Reserve Area as described in Attachment C. Until such time as the Homesite Reserve Area is delineated and this Easement amended to reflect that delineation, the entirety of the Property shall be considered part of the Preserve.

Attachment C

Description of Homesite Reserve Area

The Homesite Reserve Area ("HRA") shall consist of no more than eight (8) acres of the Property to be designed by Grantors, or its successors. The Homesite Reserve Area may be comprised of up to three (3) distinct areas connected by twenty (20) foot wide roadways, with each distinct area having a minimum size of one (1) acre, and with the connecting roadways (to the extent not overlaying existing farm roads as identified in the Baseline Documentation Report) part of the 8-acre Homesite Reserve Area, all within the allowable "HRA Zone" as described below.

The entire 8 acres of the HRA shall be within a larger HRA Zone. The HRA Zone shall be an area of the southwest corner of the Property within a semi-circular area defined as follows:

- Within eight hundred (800) feet from the point on the Property line that is three hundred (300) feet north of where the Property line intersects with the northeastern side of New Hope School Road.

For a general visual description of HRA Zone, see the map on the following page. Note that the map is only a visual approximation of the HRA Zone; in the case of any inconsistency between the map and the above definition of the HRA Zone, the above definition shall prevail.

When the HRA location is determined by the Grantors, Grantors or its successor shall prepare and record a map and written description that delineates the final HRA for Grantee approval, which shall not be unreasonably withheld. Grantee shall execute any and all documents reasonably necessary for the recordation of said map and written description.

When the HRA is delineated, Grantors and Grantee shall jointly amend this Easement (including this page and the map on the following page) according to the procedure described in paragraph 14.5 of the Easement, and re-record the Easement with the Placer County Recorder's Office. The Grantee shall then provide copies of the amended and re-recorded Easement to the State of California (Wildlife Conservation Board and Resources Agency).

Until such time as the HRA has been delineated and the Easement amended and recorded to reflect the HRA delineation, the Parties agree that the HRA Zone shall be considered part of the Preserve, subject to the terms and conditions of this Easement.

Attachment D

Baseline Documentation Report for Liberty Ranch Big Hill Preserve

The *Baseline Documentation Report for Liberty Ranch Big Hill Preserve*, dated July 27, 2007, is enclosed on the following pages.

Attachment E

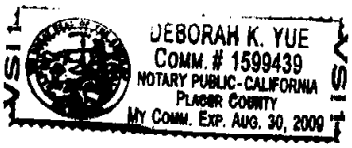
Management Plan for Liberty Ranch Big Hill Preserve

The *Management Plan for Liberty Ranch Big Hill Preserve*, dated July 27, 2007, is enclosed on the following pages.

State of California)
) ss.
County of Placer)

On September 14, 2007, before me, Deborah K. Yue Notary Public, personally appeared Fred Yeager, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



GOVERNMENT CODE 27361.7
I certify under penalty of perjury that the notary seal reads as follows:
Name of Notary Deborah K. Yue
Date Commission Expires 8-30-09 Commission # 1599439
County of Commission Placer Mfg. ID. # VE511
State of Commission California
Signature
(Firm name, if any) Placer Title Co.
9-19-07, Auburn, Ca

State of California)
) ss.
County of Placer)

On September 14, 2007, before me, Deborah K. Yue, Notary Public, personally appeared Patricia Callan-McKinney, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

State of California)
) ss.
County of Placer)

On September 18, 2007, before me, Deborah K. Yue Notary Public, personally appeared H. Robert Freiheit, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Deborah K Yue

DEBORAH K. YUE
COMM. # 1599439
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2009

State of California)
) ss.
County of Placer)

On September 18, 2007, before me, Deborah K. Yue Notary Public personally appeared Denise Ann Freiheit, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Deborah K Yue

DEBORAH K. YUE
COMM. # 1599439
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2009

Management Plan
for
Liberty Ranch Big Hill Preserve

THIS PAGE CONTAINS PICTURES AND/OR CHARTS THAT PLACER COUNTY RECORDER CANNOT SCAN.

THIS ORIGINAL PAGE CAN BE VIEWED AT THE OFFICE OF

PLACER LAND TRUST
11521 BLOCKER DRIVE, SUITE 100
AUBURN, CA 95603

Date:	July 27, 2007
Prepared For:	Placer Land Trust (Easement Holder) & H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994 (Landowner)
Prepared By:	Placer Land Trust and consultants

Approved and Adopted by the Placer Land Trust Board of Directors on July 26, 2007.

Table of Contents

1.0 INTRODUCTION 1
1.1 Definitions 1
1.2 Acronyms 3
1.3 Executive Summary 4
2.0 PLAN OBJECTIVES 5
2.1 Project Purpose 5
2.2 Management Plan Development 5
2.3 Management Plan Objectives 5
3.0 CURRENT CONDITIONS 7
3.1 Property 7
3.2 Homesite Reserve Area and Homesite Reserve Area Zone 7
3.3 Preserve 7
3.4 Conservation Values 7
4.0 METHOD OF PROTECTION 8
4.1 Preserve Ownership 8
4.2 Conservation Easement 8
4.3 Successors 8
4.4 Funding Mechanism 8
5.0 PLAN IMPLEMENTATION 10
5.1 Landowner Responsibilities 10
5.2 Easement Holder Responsibilities 10
5.3 Annual Work Plan 13
5.4 Plan Review and Amendments 13
5.5 Changes in Personnel 14
6.0 PROHIBITED ACTIVITES 15
6.1 Activities Prohibited by Conservation Easement 15
6.2 Activities Prohibited by Management Plan 16
7.0 HABITAT MANAGEMENT 18
7.1 Adaptive Management 18
7.2 Joint Responsibility 18
7.3 Vegetation Management 18
7.4 Wildlife Management 19
8.0 REMEDIATION/RESTORATION ACTIVITIES 20
8.1 Remediation 20
8.2 Restoration and Enhancement 20
9.0 PROPERTY MANAGEMENT 21
9.1 Structures and Other Like Improvements 21
9.2 Fencing 21
9.3 Signage 22
9.4 Public Access 23
9.5 Trails 23
9.6 Motorized Vehicle Use 24
9.7 Research, Archaeological and Educational Uses 25
10.0 REFERENCE 26

11.0 LIST OF EXHIBITS 27
Exhibit A – Legal Description of Property 27
Exhibit B – Vicinity Map 27
Exhibit C – Description of Preserve 27
Exhibit D – Description of Planned Fencing, Irrigation, and Homesite Reserve Area 27
Exhibit E – Topographic Map 27
Exhibit F – Soils Map 27
Exhibit G – Hydrology/Watershed Map 27
Exhibit H – Land Cover Map 27
Exhibit I – Baseline Documentation Report for Liberty Ranch Big Hill Preserve 27
Exhibit J – Trails Map 27

1.0 INTRODUCTION

1.1 Definitions

Important terms in this document are defined as follows.

Baseline Documentation Report
The *Baseline Documentation Report for Liberty Ranch Big Hill Preserve*, dated July 27, 2007. This document – signed by the Landowner and the Easement Holder prior to or simultaneous with the recordation of the Conservation Easement – describes the relevant conditions of the Property, and specifically the Preserve. The document defines the Conservation Values on the Preserve that are to be permanently protected by the Conservation Easement, and is used by the Easement Holder to monitor and enforce the terms and conditions of the Easement. In part, the Baseline Documentation Report sets forth important descriptions and delineations, such as existing roadways, that inform the scope of activities allowed on the Preserve. The Baseline Documentation Report consists of text, maps and photographs. Attached as Exhibit I.

Conservation Easement
The *Deed of Conservation Easement*, expected to be recorded on the Property on or around September 15, 2007, or as it may be amended, granted to the Easement Holder by the Landowner for valuable consideration. The Conservation Easement is a perpetual legal agreement between the Landowner and the Easement Holder (and their successors) that is permanently attached to the deed of the Property, setting forth terms, conditions, restrictions and prohibitions that permanently protect the Preserve and its Conservation Values for public benefit. The Conservation Easement includes by incorporation the Baseline Documentation Report and the Management Plan.

Conservation Values
The conservation values are the important natural attributes and values (both present and future) on the Preserve that are identified during the project evaluation and planning process. Both the Landowner and the Easement Holder have agreed to permanently protect via the Conservation Easement. The Conservation Values are defined in the Baseline Documentation Report.

Easement Holder
The Easement Holder is a qualified owner of the Conservation Easement and the entity responsible for enforcing the terms of the Conservation Easement and the Management Plan to ensure the permanent protection of the Preserve and its Conservation Values. The current Easement Holder is Placer Land Trust (PLT).

Funders
The funding entities provided funding to Placer Land Trust to acquire the Conservation Easement and/or manage the Conservation Easement in perpetuity. These include the California Wildlife Foundation, the Sierra Nevada Cascade Conservation Grant Program, the Wildlife Conservation Board, and the County of Placer.

Homesite Reserve Area
An as-yet to be determined area of the Property of no more than eight (8) acres that is exempt from many terms and conditions of the Conservation Easement and the Management Plan in order to allow limited future Homesite development. A map showing the area in which the Homesite Reserve Area may be located is attached as Exhibit D. The Homesite Reserve Area may be comprised of up to three (3) distinct areas connected by twenty (20) foot wide roadways, with each distinct area having a minimum size of one (1) acre, and with the connecting roadways (to the extent not overlaying existing farm roads as identified in the Baseline Documentation Report) part of the 8-acre Homesite Reserve Area, all within the allowable "HRA Zone" as mapped in Exhibit D.

Homesite Reserve Area Zone (HRA Zone)
A semi-circular area within 800 feet of the point on the western Property boundary line that is 300 feet north of the intersection of the western Property boundary line and New Hope School Road, as described and mapped in Exhibit D, in which the Homesite Reserve Area may be located in the future.

Landowner
The current Landowner is H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994. The current Trustees of the Freedom Trust, a family trust, are H. Robert Freiheit and Denise Ann Freiheit.

Management Plan
(This document.) The *Management Plan for Liberty Ranch Big Hill Preserve*, dated July 27, 2007, or as it may be amended. This document defines the goals of the project, roles and responsibilities of each party, legal and financial arrangements, and acknowledges each stakeholder's role in the project to permanently protect the Conservation Values of the Preserve. See Section 2.0 for a further description of the Management Plan objectives.

Placer Legacy
The Placer Legacy Open Space & Agricultural Conservation Program is the Placer County governments land conservation program and is administered by its Planning Department.

Preserve
The entirety of the Property except for the Homesite Reserve Area (a maximum of eight acres, as it may be delineated in the future), that contains the Conservation Values is permanently protected by the terms and conditions of Conservation Easement and the Management Plan. The description of the Preserve is attached as Exhibit C.

Property
The land owned by the Landowner, in this case 321 acres, consisting of both the Preserve and the Homesite Reserve Area. The Property is identified by Placer County Assessor's Parcel Number 026-061-013 and is situated on portions of Big Hill Road and New Hope School Road, northwest of Auburn in the unincorporated area of Placer County. The legal description of the Property is attached as Exhibit A.

State of California
As narrowly defined in this document, the agencies, programs, and representatives of the State of California Resources Agency acting through the Sierra Nevada Cascade Conservation Grant Program and the Wildlife Conservation Board to administer grant funds used to complete this project.

Stewardship
As narrowly defined in this document, land stewardship includes the ongoing and perpetual management, monitoring and enforcement of the terms of the Conservation Easement and the Management Plan.

1.2 Acronyms

Acronyms used in this document are defined as follows.

CDFG	California Department of Fish & Game
CWF	California Wildlife Foundation
DBH	Diameter at Breast Height
HRA	Homesite Reserve Area
IOD	Irrevocable Offer of Dedication
PLT	Placer Land Trust
SNCC	Sierra Nevada Cascade Conservation Grant Program
WCB	Wildlife Conservation Board

1.3 Executive Summary

H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994 (Landowner) own the Property. The Property contains the Preserve – consisting of relatively pristine and unfragmented oak woodlands in the Coon Creek and Bear River watersheds of Placer County – and may also include an 8-acre Homesite Reserve Area as outlined in Exhibit D.

In order to permanently protect the Preserve and its Conservation Values, the Freedom Trust is selling a perpetual Conservation Easement to Placer Land Trust (PLT). Placer Land Trust is a 501(c)(3) California private nonprofit public benefit corporation dedicated to working with willing landowners and conservation partners to permanently preserve natural and agricultural lands in Placer County for future generations. For more details about the history and development of this project, see Section III of the Baseline Documentation Report.

PLT expects to record the Conservation Easement on the deed of the Property at the Placer County Recorder's Office on or around September 15, 2007. The Conservation Easement is a legal agreement between the Landowner and the Easement Holder that is binding upon the parties and their successors through its encumbrance of the deed of the Property in perpetuity, protecting forever the Preserve and its Conservation Values.

This Management Plan is an agreement between the Landowner and the Easement Holder that is incorporated into the Conservation Easement, and sets forth the terms and conditions for the ongoing and perpetual management of the Preserve and its Conservation Values.

2.0 PLAN OBJECTIVES

2.1 Project Purpose

The primary goals in acquiring the Conservation Easement are the protection of scenic open space, important Bear River and Coon Creek watershed lands, Sierra Nevada foothill oak woodlands, and wildlife habitat on the Property. The following language, taken from the Conservation Easement, is included to articulate the purposes of the Liberty Ranch conservation project:

> *It is the purpose of this Easement to assure that the Preserve will be retained forever in its natural, open space, and scenic condition, and to protect forever the Conservation Values of the Preserve as specified in the Baseline Documentation Report. Further, it is the purpose of this Easement to prevent any use or development of the Property that will significantly damage or impair the Preserve or its Conservation Values, with the exception of development in the Homesite Reserve Area as allowed and limited by this Easement and the incorporated Management Plan. Grantor and Grantee intend that this Easement will confine the use of the Property only to such activities that are consistent with the purpose and terms of this Easement and the incorporated Management Plan.*

2.2 Management Plan Development

This Management Plan was developed prior to the recordation of the Conservation Easement by PLT staff (including Executive Director Jeff Darlington and Stewardship Coordinator Joselin Matkins) with input from the Landowner, Funders, legal counsel, and independent consultants Mehrey Vaghti and Brian Williams. For a list of the qualifications of PLT staff and independent consultants, see the Baseline Documentation Report.

2.3 Management Plan Objectives

This Management Plan is an agreement between the Freedom Trust and PLT that sets forth roles and obligations for the permanent protection of the Preserve. As with the Conservation Easement, the terms and conditions of the Management Plan are binding on all successors in perpetuity.

Note: This Management Plan does not specify or govern management activities on the Homesite Reserve Area, once it is delineated, with the exception of uses or activities in the Homesite Reserve Area that negatively impact the Conservation Values (other than scenic values) of the Preserve.

2.3.1 Purpose

The purpose of this Management Plan is to specify management practices and allowable uses for the Preserve in conjunction with the Conservation Easement, using an adaptive management approach.

2.3.2 Primary Goals

The primary goals in the implementation of this Management Plan are the permanent protection of the following physical attributes of the Preserve.

- important Bear River and Coon Creek watershed lands
- Sierra Nevada foothill oak woodlands
- wildlife habitat
- scenic open space

2.3.3 Secondary Goal

The secondary goal of this Management Plan is to affirm the process for creation of a:

- public, non-motorized recreational trail on the Preserve

2.3.4 Ancillary Goals

Other goals that may be achieved in the future, with the consent of both parties and with additional funding if required, include:

- protection of a portion of a critical wildlife and open space corridor running north-south between the Bear River and Coon Creek
- restoration and improvement of habitat
- additional compatible public use of the Property, including potential trail linkages to other permanently preserved lands and/or public lands

3.0 CURRENT CONDITIONS

The current conditions of the Property, including the Homesite Reserve Area and the Preserve, and including the Conservation Values of the Preserve, are described in the Baseline Documentation Report (Exhibit I). The information in this Section 3 is a summary only.

3.1 Property

The Property includes the Homesite Reserve Area and the Preserve area.

3.2 Homesite Reserve Area and Homesite Reserve Area Zone

The Landowner has reserved the right to develop an 8-acre portion of the Property as the Homesite Reserve Area, which shall be located within the Homesite Reserve Area Zone (HRA Zone) as defined and mapped in the attached Exhibit D. Limited future residential development is allowed in the Homesite Reserve Area. The Homesite Reserve Area is further described in Exhibit D. The HRA Zone is largely undeveloped except for road grading and clearing, a domestic well, the private unpaved New Hope School Road, and fencing. At the date of recordation of the Conservation Easement, the HRA Zone has been described and mapped (see Exhibit D), but the Homesite Reserve Area has not yet been delineated, described, or mapped.

3.3 Preserve

The Preserve is largely undeveloped and is situated in one of the largest unfragmented areas of oak woodlands in Placer County. The private paved Big Hill Road crosses the northern portion of the Preserve, and the private unpaved New Hope School Road crosses the southwestern corner of the Preserve. The Preserve also contains a system of graded and ungraded roads. The current conditions of the Preserve are described in the Baseline Documentation Report (Exhibit I), and the Preserve is described in Description of Preserve (Exhibit C). Exhibits E through H also further describe the current conditions of the Preserve.

3.4 Conservation Values

The Conservation Values of the Preserve are contained in the Baseline Documentation Report (Exhibit I). In summary, the Conservation Values include:

- natural habitat values
- open space and scenic values
- recreational values

4.0 METHOD OF PROTECTION

4.1 Preserve Ownership

The Preserve is owned by H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994 (Landowner). The Landowner has agreed to be bound by the terms of the Conservation Easement and the Management Plan.

4.2 Conservation Easement

The Preserve shall be protected in perpetuity by a Conservation Easement, a legally binding agreement which includes and incorporates this Management Plan and encumbers the deed of the Property. The Conservation Easement will be purchased from the Freedom Trust by PLT using grant funds from public and private sources, based upon an agreed-upon fair market value as determined by a qualified appraisal.

4.2.1 Easement Holder

PLT shall own and hold the Conservation Easement. As the Easement Holder, PLT is bound by the terms of the Conservation Easement and the Management Plan. PLT is a publicly supported, tax-exempt nonprofit public benefit organization under Section 501(c)(3) and is qualified to acquire and hold conservation easements for public benefit under Section 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. PLT is also qualified to acquire and hold conservation easements in California under Sections 815 and 816 of the California Civil Code. The Conservation Easement and this Management Plan are consistent with Placer Land Trust's mission to work with willing landowners to permanently preserve natural and agricultural lands in the Placer County region.

4.2.2 Supremacy of Conservation Easement

This Management Plan is incorporated in and consistent with the Conservation Easement on the Preserve held by PLT. All management activities on and uses of the Preserve must comply with the terms of the Conservation Easement, and in the case of any inconsistency, the Conservation Easement supersedes this Management Plan. Any other agreements or encumbrances on the Property must be subordinate to the Conservation Easement.

4.3 Successors

The Conservation Easement and this Management Plan are legally binding, in perpetuity, for current and future Landowners and Easement Holders, including heirs and successors.

4.4 Funding Mechanism

PLT obtained funding for the acquisition, stewardship, and defense of the Conservation Easement from several funders, listed below.

4.4.1 Acquisition Funding

Funders for this project included:

- California Wildlife Foundation (CWF), a private nonprofit organization that collaborates with partner organizations to protect the state's rich diversity of wildlife species by acquiring, restoring, and managing sufficient habitat to sustain healthy populations over time.

- Sierra Nevada Cascade Conservation Grant Program (SNCC), a division of the State of California Resources Agency that provides funding for acquisitions to protect water quality in lakes, reservoirs, rivers, streams and wetlands in the Sierra Nevada-Cascade Mountain Region.

- Wildlife Conservation Board (WCB), a division of the State of California Resources Agency that administers a capital outlay program for wildlife conservation and related public recreation in California.

- County of Placer, a division of the State of California, through the County's "Placer Legacy Open Space and Agricultural Conservation Program", a program to protect important lands in Placer County for public benefit.

4.4.2 Stewardship Fund

A contribution to PLT's Stewardship Fund has been made by CWF for the ongoing and perpetual management of the Conservation Easement to cover PLT's obligations relative to the Conservation Easement and the Management Plan (such as easement monitoring and implementation of this Management Plan). Other potential future contributions from public agencies, private foundations and individuals (including the Landowner) may also be used for this purpose. These funds will be invested in an interest-bearing account to generate annual interest sufficient to cover annual stewardship expenses. Annual stewardship expenses for the Easement are estimated at $10,000; using a conservative yield of four percent, an endowment of approximately $250,000 should therefore be created to generate approximately $10,000 in annual interest income. PLT may accomplish stewardship tasks using these funds through the work of salaried staff, volunteers, and paid consultants.

4.4.3 Legal Defense Fund

A contribution to PLT's Legal Defense Fund has been made by CWF. These funds will contribute to potential future costs needed to defend the Conservation Easement and protect the Preserve and its Conservation Values. The Landowner and other funders may contribute funding to PLT's Legal Defense Fund.

5.0 PLAN IMPLEMENTATION

5.1 Landowner Responsibilities

The Landowner is responsible for all obligations resulting from and consistent with ownership of the Property, and complying with all laws affecting the Property. All rights and obligations not expressly conveyed to the Easement Holder in the Conservation Easement or in this Management Plan, as they may be amended, are held by the Landowner. Notably, Landowner responsibilities include, but are not limited to, the following listed in the remainder of this Section 5.1 below.

5.1.1 Habitat Management

The Landowner is responsible for certain habitat management duties as described in Section 7.0 of this Management Plan. The Landowner's habitat management duties are primarily duties to refrain from activities harmful to the Conservation Values of the Preserve (rather than "proactive" duties). For example, the Landowner has a duty to refrain from activities that promote the spread of non-native exotic weeds; however, the Landowner does not have a duty to actively re-introduce or propagate native plants.

5.1.2 Property Management

The Landowner is responsible for property management as described in Section 9.0 of this Management Plan. Notably, property management includes maintenance of infrastructure and fuel load reduction.

5.1.3 Property Taxes

The Landowner is responsible for paying all property taxes due on the Property. The Landowner must provide annual proof of property tax payment to Easement Holder, if requested.

5.1.4 Title Protection

The Landowner is responsible for maintaining title insurance on the Property, and keeping title of the Property free from liens, loans, and encumbrances that are inconsistent with the terms of the Conservation Easement and this Management Plan.

5.2 Easement Holder Responsibilities

The Easement Holder is responsible for enforcing the terms of the Conservation Easement and this Management Plan, and protecting the Conservation Values of the Preserve. The Easement Holder's specific responsibilities are expressly defined by the Conservation Easement and this Management Plan. Easement Holder responsibilities relative to this Management Plan are found in the remainder of this Section 5.2 below.

5.2.1 Monitoring

The purpose of monitoring the Preserve is to ensure that the terms of the Conservation Easement and the purposes of the Easement Holder's grant agreements with the Funders are being upheld. The Easement Holder's monitoring protocol is set forth in this section 5.2.1. Changes to the monitoring protocol are not anticipated but may be appropriate over time, given the adaptive management approach of this Plan. After obtaining the written approval of any proposed changes to the monitoring protocol from the Funders, the Easement Holder will provide written notice to the Landowner and the Funders if the monitoring protocol is changed significantly.

Regular Planned Monitoring: The Easement Holder shall regularly inspect the Preserve and monitor activities on the Preserve anywhere from one to four times per year to ensure the terms of the Conservation Easement are being upheld. The Easement Holder will also plan regular monitoring in connection with any planned change of ownership or management of the Property.

Additional Unplanned Monitoring: Additional unplanned monitoring visits, including emergency monitoring visits, are allowed if necessary at the Easement Holder's discretion. Additional monitoring visits might be required if adverse conditions are noted, if violations are found or anticipated, if there is an unplanned change of ownership or management of the Property, if activities such as trespassing begin to cause increasing problems, or if an emergency situation arises threatening the Conservation Values of the Preserve. Additional monitoring visits may focus on a particular issue or a particular geographic area and need not be comprehensive to the entire Preserve.

Notice to Landowner: The Easement Holder will provide written notice to the Landowner, with copies to the Funders, in advance of any regular planned monitoring visit. The Easement Holder will attempt to provide notice to the Landowner for any additional unplanned monitoring visit; however, the Easement Holder may proceed with the unplanned monitoring visit without notice to the Landowner if deemed necessary to prevent damage to the Conservation Values of the Preserve. The Easement Holder will provide written confirmation to the Landowner of any monitoring visit and report any significant findings in writing.

Pre-Monitoring Activities: The Easement Holder will gather the following information and materials in preparation for a monitoring visit:

- Conservation Easement
- Management Plan
- Most recent monitoring report and/or Baseline Documentation Report
- Any monitoring report, maps, photographs, documents, or correspondence relevant to the reason for the monitoring visit
- Monitoring checklist

Monitors: The personnel performing the monitoring visit will be determined by the Easement Holder. At least one of the monitoring personnel must be familiar with the

Preserve, the Easement, the Management Plan, the Baseline Documentation Report, the most recent monitoring report, and the monitoring checklist, and must be trained on Placer Land Trust's monitoring protocol. Currently, Placer Land Trust's Stewardship Coordinator is the primary monitoring personnel ("Lead Monitor"), and fully qualified. The Lead Monitor will be Placer Land Trust's current Stewardship Coordinator or another qualified individual. Lesser qualified participants, including volunteers, may assist under the supervision of the Lead Monitor.

Grant Compliance Monitoring: WCB and SNCC staff may access the Preserve not less than once every three years, preferably in the company of the Easement Holder, to monitor the Easement Holder's compliance with the terms of WCB and SNCC grant agreements.

Procedures and Methods of Monitoring: Regular monitoring visits may be accomplished by a combination of travel by vehicle on existing roads and on foot or by utility vehicle (or by non-motorized travel) when off existing roads. Monitoring will include the following activities, which will be included on a monitoring checklist that identifies specific places, items, issues and conditions to monitor:

- Inspection of the Preserve boundaries
- Inspections of portions of the Preserve interior, with a rotating geographic focus if more than one visit per year, to ensure the entire property is inspected annually
- Inspection of the Main Trail (see Section 9.5.1)
- Taking photographs and notes at designated photopoints (see Exhibit I)
- Taking photographs and notes at other locations where necessary to document activities or situations that may affect the Conservation Values of the Preserve
- Documentation of the overall state of the Preserve and any activity or situation that may affect the Conservation Values of the Preserve

Additionally, the following conditions and activities will be monitored as needed:

- Fence construction
- Significant fence maintenance
- Trail and/or trailhead construction
- Signage installation
- Significant changes in public access or recreation activity
- Any alteration of vegetation
- Activities allowed by the Conservation Easement and/or Management Plan that require Easement Holder approval

Monitoring Reports: After each monitoring visit, the Easement Holder will create a written monitoring report that includes the following information:

- Date and time of monitoring visit
- Conditions (weather, visibility, etc.)
- Identities and number of participants, with qualifications and affiliations
- Purpose of monitoring visit (e.g., regular planned monitoring visit, special inspection due to suspected violation, etc.)
- Method of monitoring (e.g., drive-by, walking visit, etc.) and route of travel

- Documentation of monitoring procedures and activities, including any information brought to the monitoring visit
- Description and summary of observations documented at photo points as identified in Exhibit I
- Description of site conditions relative to the terms, conditions, and purpose of the Easement and the Easement Holder's grant agreements, including any observable changes from the Baseline Documentation Report or the last completed monitoring report
- Any additional comments and observations, including facts relating to any possible violation(s) observed and any follow-up recommendations
- Recordation of any new plant or animal species noted

Post-Monitoring Activities: Within 30 days of the monitoring visit, the Lead Monitor will prepare a written monitoring report. A copy of the monitoring report will be sent to the Landowner and WCB, and a copy retained by the Easement Holder. Checklists, notes, photographs and other relevant items used in the monitoring visit will be stored in the property file at the offices of the Easement Holder, with off-site storage for back-up records retention.

Response to Possible Violations: If the Easement Holder identifies a possible violation during a monitoring visit, the Easement Holder will immediately notify the Landowner in writing. The notice will document the date, time, location, and description of the possible violation, and will contain instructions for avoiding or correcting the problem in keeping with the terms of the Easement and this Plan.

5.2.2 Approval

The Easement Holder shall approve any conditional uses of the Preserve contained in the Easement or this Management Plan, including but not limited to trail easements and trail/trailhead construction. Approval shall not be unreasonably withheld; however, approval shall be withheld if the proposed conditional use will negatively impact the Preserve or its Conservation Values.

5.3 Annual Work Plan

It is recommended that an annual work plan be drafted by the Easement Holder and approved by the Landowner to describe specific anticipated activities and timeframes during the following year. Any annual work plan shall be consistent with the terms of the Conservation Easement and this Management Plan, and subservient to both.

5.4 Plan Review and Amendments

It is recommended that the Easement Holder periodically review this Management Plan, in consultation with other conservation experts and using an adaptive management approach, and discuss proposed amendments with the Landowner. The adaptive management approach outlined in this Management Plan allows the Landowner and the Easement Holder some

flexibility in management decision-making. All decisions regarding the management of the Preserve shall be consistent with the Management Plan goal and the terms of the Conservation Easement. The Easement Holder and the Landowner shall jointly review and approve any management decision not expressly prescribed in this Management Plan. If a major change is needed that would necessitate an update or amendment to this Management Plan, the Management Plan may be updated or amended by the mutual consent and written agreement of the Landowner and Easement Holder. In that case, the Easement Holder will update the Management Plan and distribute a copy to the Landowner, and the Easement Holder will notify SNCC, WCB, and other Funders and stakeholders (grazing contractor, trail easement holder, etc.) within thirty (30) days of the update.

5.5 Changes in Personnel

The Easement Holder and the Landowner shall inform the other within thirty (30) days of any change in personnel affecting the efficient implementation of, and communication about, the Conservation Easement and Management Plan.

6.0 PROHIBITED ACTIVITES

6.1 Activities Prohibited by Conservation Easement

The Conservation Easement prohibits any activity or use of the Property that is inconsistent with the purpose of the Conservation Easement. In addition, the Conservation Easement contains the following specific prohibitions with regards to the Property and the Preserve:

(a) *The legal or* de facto *division, subdivision, or partitioning of the Property for any purpose.*

(b) *The placement, construction or maintenance of any buildings, structures or other improvements on the Preserve, other than roads and utilities for purposes of access to and servicing of the Homesite Reserve Area as allowed in the Management Plan, and fencing, trails, and signage that is allowed by the Management Plan such as one or more Preserve signs stating the Property's protected status and acknowledging project supporters and contributors.*

(c) *Filling, dumping, excavating, draining, dredging, mining, drilling, removing, exploring for or extracting minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Property, or granting or authorizing surface entry for any of these purposes. Notwithstanding, said activities shall be allowed to the extent they are part of and reasonably required for construction of improvements on the Homesite Reserve Area.*

(d) *The cutting of trees or the removal or alteration of vegetation on the Preserve, including weed abatement, other than Grantee-approved activities set forth in the Management Plan including but not limited to: the removal of non-native/invasive plants; the removal or pruning of trees or vegetation for trails, fire suppression, public health and safety; limited removal or alteration of vegetation associated with installation and maintenance of roads and utilities for the purposes of access to and servicing of the Homesite Reserve Area as allowed in the Management Plan.*

(e) *Planting, introduction or dispersal of non-native or exotic plant or animal species on the Preserve, with the exception of livestock for grazing that is compatible with the Management Plan.*

(f) *Unseasonable watering on the Preserve.*

(g) *Agricultural activity on the Preserve, other than livestock grazing that is compatible with the Management Plan.*

(h) *Use of fertilizers, herbicides, pesticides, biocides, or other agricultural chemicals on the Preserve unless allowed by the Management Plan.*

(i) *The altering of the general topography of the Preserve other than as required by law for public health and safety, or in conjunction with and as reasonably required for the installation of roads and utilities for the purposes of access to and servicing of the Homesite Reserve Area as allowed in the Management Plan.*

(j) Mosquito abatement activities on the Preserve, unless required by law.

(k) Incompatible fire protection activities on the Preserve.

(l) Transferring any water right necessary to maintain or restore the Conservation Values of the Preserve.

(m) Commercial or industrial uses of the Preserve.

(n) The dumping or accumulation of trash, ashes, garbage, inoperative vehicles, waste or other debris on the Property including, without limitation Hazardous Materials. For the purposes of this instrument, "Hazardous Materials" shall mean any substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulations, or requirements as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment. Notwithstanding, said restrictions shall not prohibit the accumulation of trash, ashes, garbage, inoperative vehicles, waste or other debris on the Property including, without limitation Hazardous Materials, in the ordinary and customary use of the Homesite Reserve Area and in accordance with all applicable local, state or Federal rules and regulations, provided that any such activities do not impair the Conservation Values of the Preserve.

(o) Any motorized vehicle use off designated roadways identified in the Baseline Documentation, except for: the purposes of the ranching, maintenance or stewardship of the Property as allowed in the Management Plan; as required to comply with local, state or federal law; for public health and safety; or within the Homesite Reserve Area.

6.2 Activities Prohibited by Management Plan

In addition to the prohibitions defined in the Conservation Easement, the following activities are prohibited by this Management Plan.

(a) Overgrazing of the Preserve by livestock. For the purposes of this Management Plan, overgrazing is defined as grazing that results in the non-localized reduction of residual dry matter to less than an average of four (4) inches in height, which would adversely affect the Conservation Values of the Preserve. The adverse results of overgrazing could include but may not be limited to such impacts as: the prevention of the regeneration of oaks and other native vegetation, the introduction and spread of non-native and invasive species, and erosion affecting water quality.

(b) Irrigation on the Preserve, except as approved by the Easement Holder to enhance or restore Conservation Values, or for agricultural uses within the "Allowable Agricultural Irrigation Zone" as specifically defined and designated on the map attached hereto as Exhibit D. Irrigation within this zone is intended to provide seasonal feed for livestock. Any irrigation within this zone shall be consistent with the protection of the Conservation Values as much as is commercially reasonable. Within the Allowable Agricultural Irrigation Zone, irrigation under the canopy of oak trees is discouraged, and irrigation under the canopy of oak trees greater than thirty-six (36) inches in diameter at breast

height (DBH) is subject to written permission from the Easement Holder. The adverse results of irrigation could include but may not be limited to such impacts as: the decline in health and death of oak trees, the displacement of native vegetation in favor of non-native and invasive vegetation, and the displacement of native wildlife in favor of non-native and destructive animal species.

(c) Creation of additional roads, with the exception of one road across the Preserve to the Homesite Reserve Area ("driveway"). The driveway may be paved. The driveway shall not be more than ten (10) feet in width, except that it may be wider in places to facilitate turnouts. The construction of the driveway shall avoid, if reasonably possible, damage to or death of oak trees greater than eight (8) inches in diameter at breast height (DBH). To ensure that the driveway is constructed and located in a way to minimize damage to the Conservation Values, the Landowner shall require written approval of the Easement Holder prior to constructing the driveway; such approval shall not be unreasonably withheld. The adverse results of new roads could include but may not be limited to such impacts as: the fragmentation and loss of habitat, the accumulation of dry matter posing a fire hazard, the introduction and spread of non-native and invasive species, and erosion affecting water quality.

(d) Widening, expansion or extension of existing roads, or paving (or similar improvement) of existing roads other than the driveway. Roads may not be regraded, but limited site-specific grading within the confines of existing roads, to repair erosion damage on roads and to keep roads passable, as part of reasonable maintenance, is allowed. Limited vegetation removal is allowable within five (5) feet of either side of the centerline of the road as reasonably necessary for road passage and maintenance. For purposes of this Section 6.2(d), limited vegetation removal is defined as the cutting, pruning, and removal of vegetation no lower than one inch from the ground, specifically not to include the denudement of the ground surface by scraping, grading or other means. The adverse results of extensive improvements to existing roads could include but may not be limited to such impacts as: the accumulation of dry matter posing a fire hazard, the introduction and spread of non-native and invasive species, and erosion affecting water quality.

7.0 HABITAT MANAGEMENT

7.1 Adaptive Management

The management of the Preserve should strive to follow adaptive management practices. Adaptive management is defined as a type of natural resource management in which decisions are made as part of an ongoing science-based process. Adaptive management involves testing, monitoring, and evaluating applied strategies, and incorporating new knowledge into management approaches that are based on scientific findings and the needs of society. Results are used to modify management policy, strategies and practices.

7.2 Joint Responsibility

The management of the Conservation Values and in particular the habitat on the Preserve is a joint responsibility of the Landowner and the Easement Holder. Both the Landowner and the Easement Holder have a duty and obligation to uphold the Easement and therefore protect the Conservation Values.

The Easement and this Management Plan contain prohibitions and restrictions on Landowner activities that are or could be harmful to the Conservation Values.

The Easement and this Management Plan also grant certain rights to the Easement Holder to prohibit and restrict harmful activities, enforce these prohibitions and restrictions, and perform remediation and restoration or demand that remediation and restoration be performed by the Landowner or third parties.

7.3 Vegetation Management

Although no specific vegetation management activities are recommended at this time, it is recognized that management or use of the Preserve is likely to influence existing vegetation distribution and composition. Given that conservation of natural features is a stated purpose of the Easement, it is stressed that all management activities on and uses of the Preserve shall be done with due consideration of their impacts on vegetation. No undue harm to vegetation shall result from any management activities on or uses of the Preserve, except in the fulfillment of fire management and exotic plant control as described in this Management Plan.

7.3.1 Exotic Pest Plant Species Management

Although no exotic pest plant species management is required at this time, it is recognized that use of the Preserve is likely to influence existing vegetation distribution and composition. Management of exotic (non-native) pest plant species can be a complex and expensive task. It is important to recognize that the Easement Holder (or any other party) can only conduct as much exotic species management as can be accomplished with available funding. Given that conservation of natural features is a stated purpose of the Easement, it is stressed that all exotic pest plant management activities on the Preserve shall be done with due consideration of their impacts on native vegetation, wildlife and water quality.

For the purposes of this Management Plan, plants native to the Preserve will be defined as those plants believed by the scientific community to have been present in western Placer County prior to the settlement of Europeans. Exotic pest plants are plants that are not native with the potential to invade habitats, replacing native vegetation. The California Exotic Pest Control Council List A, List B, and Red Alert List are useful referencing in determining exotic pest plants of concern.

Exotic weed management via moderate livestock grazing is identified as the best strategy of control of non-native species. Some mechanical removal and/or biological controls are also permissible, given advance written permission by the Easement Holder. Chemical herbicides may be used only with the advance written permission of the Easement Holder. Such permission will be denied if the Easement Holder deems in its sole discretion that the proposed use of chemical herbicides is excessive or will otherwise do more harm than good to the Conservation Values of the Preserve.

7.3.2 Fire Management

Fire management is a responsibility of the Landowner. The Easement Holder and the Landowner should work together to devise a fire management approach with the mutually complementary goals of reducing the threat of catastrophic fire and providing important ecological benefits. The Landowner bears the obligation and cost of meeting any fire management and suppression responsibilities.

7.4 Wildlife Management

Although no specific wildlife or wildlife habitat management activities are recommended at this time, it is recognized that management or use of the Preserve is likely to influence existing wildlife and wildlife habitat distribution and composition. Given that conservation of wildlife habitat is a stated purpose of this Management Plan, it is stressed that all management activities on and uses of the Preserve shall be done with due consideration of their impacts on habitat. No undue harm to wildlife or significant wildlife habitats shall result from any management activities on or uses of the Preserve, except in the fulfillment of fire management and exotic plant control as described in this Management Plan.

8.0 REMEDIATION/RESTORATION ACTIVITIES

8.1 Remediation

Remediation is required when prohibited or unauthorized activities or uses of the Preserve damage the Conservation Values of the Preserve. The Easement Holder has the right and obligation to require remediation of violations of the Easement or this Management Plan, including the right to require responsible parties (including the Landowner) to bear costs for required remediation.

8.2 Restoration and Enhancement

Although no specific restoration and enhancement activities are recommended at this time, it is recognized that the Landowner and Easement Holder may want to conduct habitat restoration in the future. This could include the removal of exotic plant species, planting native plants or other restoration activities. Given that conservation of natural features is a stated purpose of the Easement, it is stressed that all management activities on the Preserve shall be done with due consideration of their impacts on vegetation, wildlife and water quality.

9.0 PROPERTY MANAGEMENT

9.1 Structures and Other Like Improvements

The attached Baseline Documentation Report describes the structures and other like improvements (collectively, "man-made elements") on the Property. The Landowner is responsible for managing and maintaining any man-made elements on the Preserve in a manner that is consistent with the protection of the Conservation Values. The Landowner, in conjunction with any relevant neighborhood associations or groups, is responsible for maintaining the two private roads that cross the Property.

9.2 Fencing

Fences can be an important tool in managing property, habitat, and land use, and can assist in protecting the Conservation Values of the Preserve. A combination of required, conditional, and optional fencing – using an adaptive management approach – is prescribed for the multiple uses of the Property.

9.2.1 Exterior Property Fencing

Within one year from the date of the recordation of the Conservation Easement, the Landowner shall, to the extent not already fenced, fence the western boundary, northern boundary, and portions of the eastern and southern boundaries of the Property, as further defined and as described as "Required Exterior Fencing" in Exhibit D, attached hereto. All new exterior fencing shall be 4-strand (or more) barbed wire fencing. This exterior fencing (and any associated tasks and costs) shall be the Landowner's responsibility and shall be at the Landowner's expense. The Landowner may, at its discretion, ask adjacent property owners to share the cost of the fencing along shared property lines, provided that the Landowner retains the responsibility for the fencing for purposes of this Management Plan. The exterior fencing shall have unfenced gaps where Big Hill Road and New Hope School Road cross the Property line. The exterior fencing (and any associated tasks and costs) is required by the Easement Holder to meet Management Plan goals and to discourage trespassing and incompatible land use. In the future, PLT may require a gap or a gate in the exterior fencing at a location to be determined near the northwest corner of the Property to accommodate a public trail; such alteration of the exterior fencing shall not be at the Landowner's expense, but rather it shall be a responsibility and expense of the Trail Easement Holder as described in Section 9.5.1 below. Due to topography, inaccessibility, and other reasons, some other portions of the exterior of the Property do not need to be fenced. If, however, the Landowner wishes to fence the remaining exterior of the Property, the Landowner must provide notice to the Easement Holder (approval is not required).

9.2.2 Homesite Reserve Area Fencing

Either the Landowner or the Easement Holder may opt to fence the exterior of the Homesite Reserve Area, once the Homesite Reserve Area has been delineated, to support the multiple uses of the Liberty Ranch property. This fence must be located along the

boundary line of the Homesite Reserve Area unless otherwise agreed to in writing by both the Landowner and the Easement Holder. This fencing may be of any type (wood, barbed wire, etc.). The costs of this fencing shall be borne by the party opting for this fencing.

9.2.3 Interior Fencing

At the time of the recordation of the Conservation Easement, no interior fencing is required. However, temporary or permanent interior fencing (or cross-fencing) may be advisable if and when land use activities change in the future. If, due to a change in land use activities by the Landowner such interior fencing (and any associated tasks and costs) is required to ensure compliance with the terms of the Easement or this Management Plan, or to prevent a loss of Conservation Values, at the discretion of the Easement Holder, then the required interior fencing shall be the responsibility of the Landowner and shall be at the Landowner's expense. If interior fencing (and any associated tasks and costs) is required to restrict or direct allowable public use associated with public trail(s) on the Property, then it is the responsibility of the Trail Easement Holder as defined in item 9.5 below, subject to approval of the Landowner and the Easement Holder. The Easement Holder may voluntarily fence portions of the interior of the Preserve to enhance the Preserve's Conservation Values, at the Easement Holder's expense, subject to advance written approval by the Landowner; such approval will not be unreasonably withheld. The Landowner may also voluntarily fence portions of the interior of the Preserve for its own reasons (for example, around the proposed irrigation area) if the Easement Holder provides written approval in advance; such approval will not be unreasonably withheld if the proposed fencing does not conflict with the protection of the Conservation Values.

9.3 Signage

Preserve signage and warning signs discouraging trespassing and incompatible land uses are allowed, and in some cases required, by PLT and the Funders.

9.3.1 Preserve Signage

Large signs (approximately 2' x 3') describing the Preserve, listing contributors, and warning of incompatible use will be placed at one or more entrances to the Preserve on Big Hill Road and New Hope School Road, and may be placed at any other likely entrance locations and along trail routes. Preserve signage cost, installation and maintenance are the responsibility of the Easement Holder.

9.3.2 Warning Signage

The Landowner and the Easement Holder may, at their own discretion and cost and with advance Notice to the other party, place signs discouraging trespassing and incompatible land uses along the Preserve boundary lines. The Easement Holder reserves the right to prohibit and/or remove signage it deems in appropriate, with advance notice to the Landowner.

9.4 Public Access

This Management Plan and the Conservation Easement anticipate and allow limited public access.

Specifically, public access is anticipated and allowed by this Management Plan and the Conservation Easement for the express purpose of accessing a future trail (or trails) on and across the Property, for generally passive recreational public use.

Public access for other activities on the Property may be allowed by mutual written agreement between PLT and the Landowner, provided it does not interfere with or negatively impact the goals of this Management Plan, and the Conservation Values as defined in the Conservation Easement.

9.5 Trails

One or more public use trails and trailheads are allowed by the Conservation Easement.

9.5.1 Main Trail

Specifically, one main public use trail ("Main Trail") shall be constructed on the Property for passive, non-motorized recreational use, including pedestrian, bicycle, and/or equestrian use. The Main Trail will run generally northward along an ephemeral stream corridor from the southeastern Property corner, crossing Big Hill Road, and then running NW along a perennial stream corridor to the northwestern Property corner, linking the Coon Creek watershed to the Bear River watershed. The exact route/location of the Main Trail is subject to a number of factors, including topography, slope, and adjacent land type/use. The Main Trail will be an approximately 1 ¼ mile trail. The approximate Main Trail route is delineated in the attached Trails Map (Exhibit J).

At the direction of PLT, and within six (6) months of the date of the recordation of the Conservation Easement, the Landowner shall grant an Irrevocable Offer of Dedication ("IOD") for a trail easement to the County of Placer or other suitable entity approved by PLT for the purposes of creating the specifically delineated Main Trail. The IOD must be approved by PLT in writing, and compatible with the terms of the Easement and this Management Plan; PLT approval will not be unreasonably withheld.

After the grant of the IOD, at the request of PLT and subject to the approval of PLT, the Landowner shall grant a trail easement to the County of Placer or other suitable entity approved by PLT ("Trail Easement Holder") for creation (including grading, clearing, and construction) and ongoing maintenance of the Main Trail. The Trail Easement Holder must submit a construction, management and maintenance plan for the Main Trail to the Landowner and to PLT for written approval. The trail easement must be approved in writing, and if compatible with the terms of the Easement and this Management Plan, approval by PLT and the Landowner will not be unreasonably withheld.

The trail easement will be a width of fifteen (15) feet, and may be wider when reasonably necessary to negotiate the Main Trail around physical features deemed by PLT to be important part of the Conservation Values (such as rock outcroppings, large trees, or important native plant communities) or to navigate along topographical lines or steep grades. The grade of the Main Trail shall be no greater than ten percent (10%), unless it is impractical to do so for short, steep stretches of the Main Trail (in which case the grade shall be as minimal as possible). Bridges will be constructed to cross perennial streams. The trail easement area shall be fenced where reasonably necessary by the Trail Easement Holder to control activities and minimize impact to other significant Conservation Values and to control access to areas of the Property outside the trail easement; such fencing costs and obligations will be the Trail Easement Holder's; and the location of the fencing may be located a reasonable distance outside the easement where reasonably necessary for the aesthetics of the trail. To the extent that fencing shall be located outside of the trail easement, said location shall be subject to the approval of the Landowner, which approval shall not be unreasonably withheld. Existing fencing and other suitable barriers (such as large rock outcroppings or blackberry hedges) may be utilized in lieu of new fence construction where appropriate, if approved by PLT. Signage will be erected or allowed to be erected by PLT at various points on the Main Trail, including interpretive signage at appropriate locations and cautionary signage at the Preserve boundaries and on both sides of Big Hill Road.

The Trail Easement Holder shall bear all costs for construction and maintenance of the Main Trail, and shall be responsible for ensuring that the trail easement area, activities, and uses are compatible with the terms of the Easement and this Management Plan.

Motorized vehicles shall be prohibited on the Main Trail and any other trails on the Property, with the exception of the use of utility vehicles by the Landowner, PLT, and/or the Trail Easement Holder, as needed for trail maintenance purposes, or access by emergency personnel for public heath and safety.

The Main Trail, at the time of construction, shall be part of a larger trail network, whether then in existence, or for which easements or fee title has been acquired, so that the Main Trail will be connected to other trails located off of the Property.

No constructed trailheads are allowed on the Preserve. No parking shall be allowed on the Preserve, with the exception of parking of vehicles by the Landowner or the Easement Holder on or adjacent to existing roads for purposes consistent with the Easement and this Management Plan.

At its sole discretion, PLT has the right and obligation to disapprove any trail construction plans that it deems in its sole discretion to negatively impact the Preserve's Conservation Values.

9.6 Motorized Vehicle Use

Motorized vehicle use on the Preserve can be an important part of the Landowner's property management, and may also be necessary for the transportation and management of livestock by the Landowner or the grazing tenant(s), and monitoring of the Preserve by the Easement Holder. Although recreational motorized vehicle use is prohibited by the Conservation Easement, motorized vehicle use is allowed for the management and maintenance of the Property.

Reasonable care should be taken – especially by the Landowner, grazing tenant(s) and other frequent users – that vehicle use does not unnecessarily damage, erode or scar the landscape. Also, reasonable care should be taken by all users that motorized vehicles do not inadvertently transport non-native invasive plant species onto the Preserve; motor vehicle users are especially encouraged to ensure that the tires of their vehicles are free of such matter.

Motorized vehicle use shall be confined to existing roadways if commercially reasonable to do so. For the purposes of livestock and grazing management, and for general Property management and maintenance purposes, motorized vehicles may be used "off road" as long as the use does not have a significant adverse affect on the Conservation Values. Further, the level of off road activity must not be sufficiently intense or repetitive in a certain location as to create a new roadway.

Smaller motorized vehicles designed for traversing rough terrain with minimal impact – such as ATVs or utility vehicles – are recommended for off road use rather than motorcycles, cars, or trucks.

The use of heavy equipment – such as bulldozers, loaders and backhoes – off of designated roadways is only permissible with prior written approval from the Easement Holder; such approval shall not be unreasonably withheld unless the proposed use would have a significant adverse affect on the Conservation Values.

9.7 Research, Archaeological and Educational Uses

Individuals or groups wishing to use the Preserve for scientific research, archaeological research, or educational purposes that are consistent with the terms of the Easement may be allowed, with written approval from the Landowner and PLT.

10.0 REFERENCE

California Wildlife Conservation Board (WCB). 2007. Grant Agreement WC-6064RN (Big Hill Preserve, Expansion 1).

California Wildlife Conservation Board (WCB). 2006. Policies Governing Grant Agreements and Conservation Easements.

Freedom Trust. 1994. Certification of Trust.

Placer Land Trust (PLT) and Freedom Trust. 2007. Deed of Conservation Easement (Liberty Ranch Big Hill Preserve, Placer County).

Placer Land Trust (PLT) and Freedom Trust. 2007. Purchase & Sale Agreement (Freiheit Big Hill Preserve Conservation Easement, Placer County, California).

State of California, Resources Agency. 2007. Sierra Nevada Cascade Conservation Grant Program Grant Agreement S82211-0 (Freiheit Big Hill Preserve).

United States Department of the Interior, Geological Survey. 1981. Lincoln, California Quadrangle, Placer County. 7.5 Minute Series Topographic. U.S. Geological Survey.

11.0 LIST OF EXHIBITS

Exhibit A – Legal Description of Property

Exhibit B – Vicinity Map

Exhibit C – Description of Preserve

Exhibit D – Description of Planned Fencing, Irrigation, and Homesite Reserve Area

Exhibit E – Topographic Map

Exhibit F – Soils Map

Exhibit G – Hydrology/Watershed Map

Exhibit H – Land Cover Map

Exhibit I – Baseline Documentation Report for Liberty Ranch Big Hill Preserve

Exhibit J – Trails Map

EXHIBIT A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

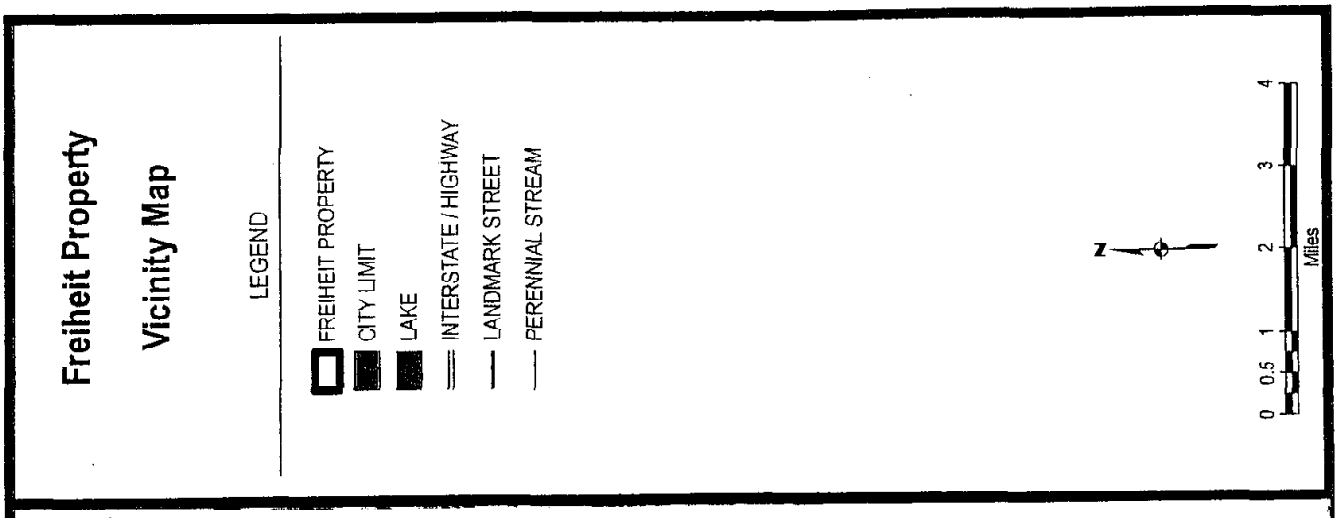
THE EAST HALF OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 7 EAST, M.D.B.&M.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE EXTERIOR BOUNDARIES OF PARCEL MAP NO. 72107 FILED FOR RECORD MARCH 21, 1997, IN BOOK 9 OF PARCEL MAPS, AT PAGE 152.

APN: 026-061-013-510 AND 026-061-013-520

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH, FOR INGRESS AND EGRESS AS DISCLOSED IN GRANT DEED RECORDED MARCH 24, 1995, INSTRUMENT NO. 95-014536 RECORDS OF PLACER COUNTY.



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AUBURN, CA 95603

Exhibit C

Description of Preserve

The Preserve consists of the Property minus the Homesite Reserve Area as described in the Conservation Easement and as it may be delineated in the future.

Until such time as the Homesite Reserve Area has been delineated and the Conservation Easement amended and recorded to reflect the Homesite Reserve Area delineation, the Parties agree that the entire Property shall be considered part of the Preserve, subject to the terms and conditions of the Conservation Easement.

Exhibit D

Freiheit Conservation Easement
Management Plan

Irrigation Area and HRA Zone Map

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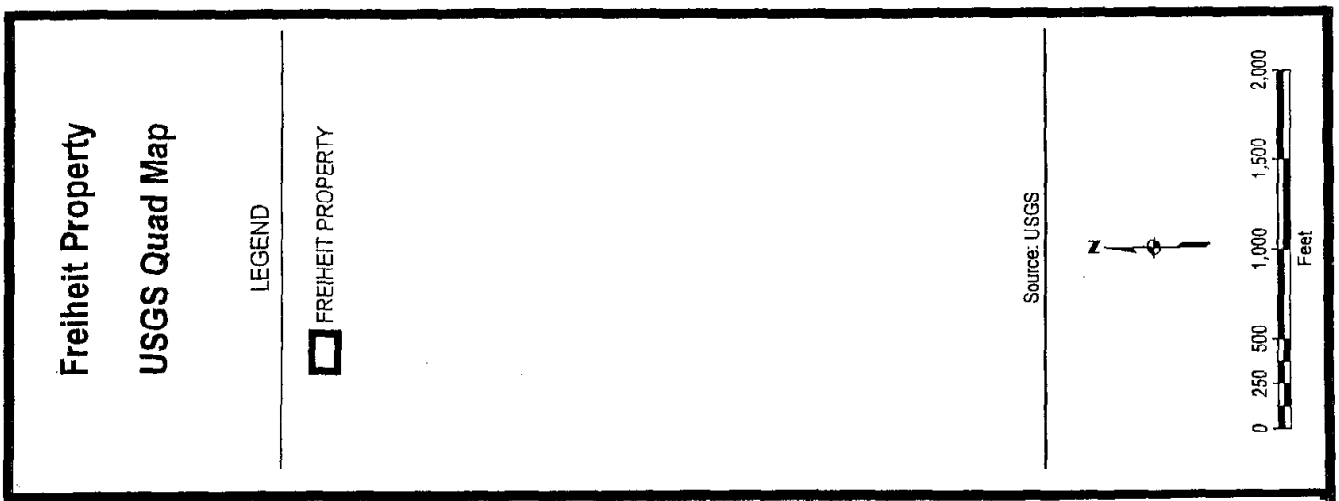
Notes - Map Created June 17, 2007

1. Parcel boundary, water features, and red road layer provided by Placer County GIS, November 2006.
2. Farm road layers were created on April 21 using a Garmin GPS unit.
3. Oak woodland canopy extent based on 2005 arial photograph.
4. The Homesite Reserve Area (HRA) Zone location area was created using a circle with and 800' radius. The center of the circle is located 300' north of where New Hope School Road crosses the western property line.
5. Irrigation area defined by measuring 500' along the western property line, north of New School Road and 500' along the southern property line, east of New School Road and creating a triangular area in the southwestern portion of the property,
6. Irrigation area and homesite reserve area zone presened on this map are estimations. If area of acitivity is near boundary profession survey verification will be required to determine extact boundaries.



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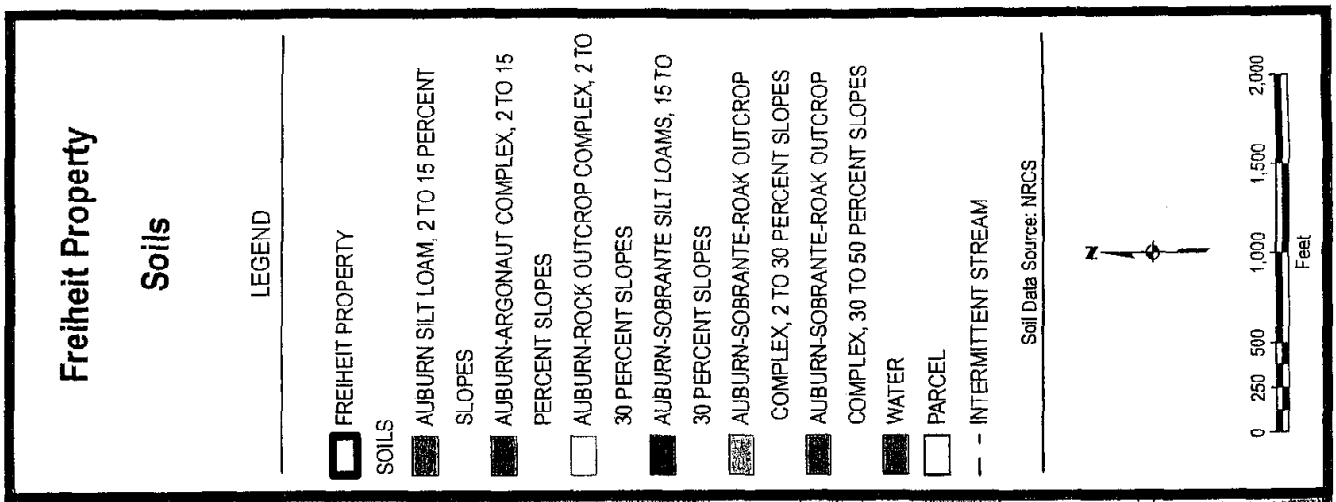

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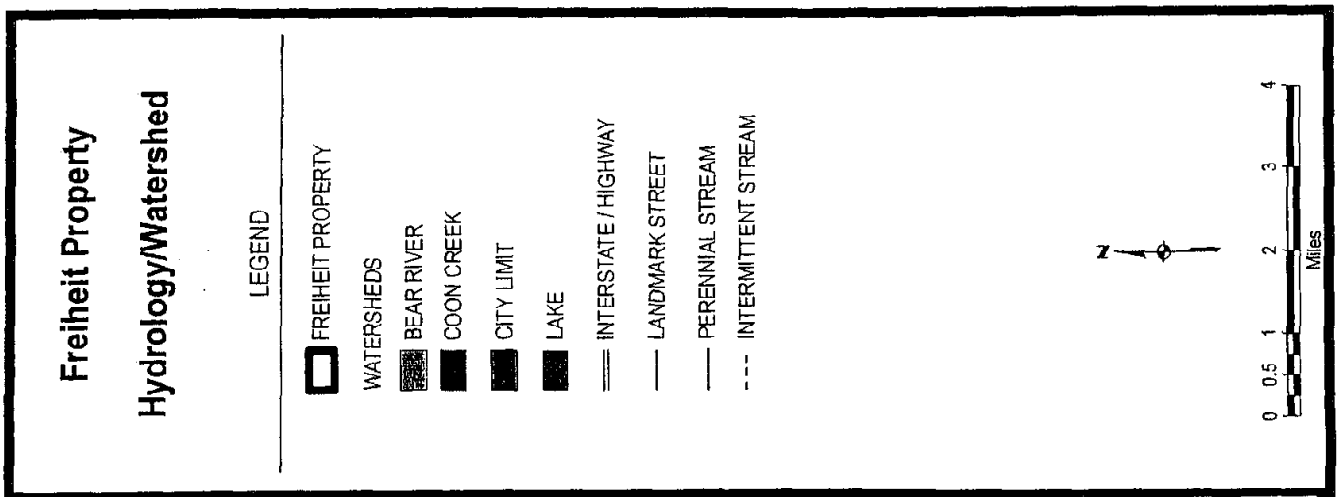

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Freiheit Property
Land Cover

CWHR* Habitat Types

- Annual Grassland
- Blue Oak Pine Woodland
- Blue Oak Woodland
- Mixed Chaparral
- Montane Hardwood Conifer
- Urban
- Montane Hardwood
- Water
- Property Boundary

* CA Wildlife Habitat Relationships

Source: CalVeg 2000

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Exhibit I

Baseline Documentation Report

[INCLUDED ON THE FOLLOWING PAGES]

Exhibit J - Trails Map

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Baseline Documentation Report
for
Liberty Ranch Big Hill Preserve

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July 27, 2007

Prepared by the staff of Placer Land Trust, a California nonprofit public benefit corporation, with the assistance of independent contractors Mehrey Vaghti and Brian Williams, for Placer Land Trust's acquisition and permanent protection of a perpetual conservation easement on the Liberty Ranch Big Hill Preserve in Placer County, California.

TABLE OF CONTENTS

I. Conservation Easement Area ("Property") 1
Conservation Easement Summary 1
Location of Property 2
II. Baseline Documentation of Conservation Values 3
Significance of Property 3
Recreational Significance 4
Agricultural Significance 4
III. Documentation of Baseline Conditions 5
Description of Natural Values 5
Description of Scenic and Open Space Values 9
Description of Public Recreational Values 10
Description of Public Safety Values 10
Description of Existing Man-Made Elements 10
IV. Project Summary and Acknowledgements 11
Communications Timeline 11
Baseline Documentation Report Preparation 14
Acknowledgements of Grantor and Grantee 15
V. Attachments 16
Attachment A-1: Regional Map i
Attachment A-2: Site and Aerial Map i
Attachment A-3: Topographic Map ii
Attachment A-4: Land Cover Map ii
Attachment A-5: Hydrology/Watershed Map iii
Attachment A-6: Soil Map iii
Attachment A-7: Improved Roads Map iv
Attachment A-8. Photopoint Map v
Attachment A-9. Photopoint Description vi
Attachment B. Species List viii
Attachment C. Photos xvi
Attachment D. Title Report xvi
Attachment E. Monitoring Instructions xxx
Attachment F. Placer Land Trust Board of Director's Resolution xxxi

I. Conservation Easement Area ("Property")

Conservation Easement Summary

Disclaimer
The Conservation Easement Summary in this Baseline Documentation Report is for informational purposes only. In the case of any inconsistency between this Baseline Documentation Report and the Easement, the Easement shall prevail.

Grantor
Name: H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994
Contact: H. Robert Freiheit
Address: PO Box 2332, Roseville, CA 95746-2332
Phone: (916) 797-0207 Email: robert@libertyholding.com

Grantee
Name: Placer Land Trust
Contact: Jeff Darlington, Executive Director
Address: 11521 Blocker Drive, Suite 100, Auburn, CA, 95603
Phone: (530) 887-9222 Email: info@placerlandtrust.org

Conservation Easement Information
Recording: Expected date of recordation of the Conservation Easement is October 1, 2007.
Property: Placer County Assessor's Parcel Number 026-061-013-510 and 026-061-013-520 is covered by the Easement.
Location: The Property is located on Big Hill Road northwest of the City of Auburn and northeast of the City of Lincoln, in the unincorporated area of Placer County. It contains relatively pristine and unfragmented oak woodlands in the Coon Creek and Bear River watersheds. (The Property is further described on the following page and the attached maps.)
Size: The size of the Property is approximately 321 acres; 313 acres is designated as a protected Preserve and up to 8 acres is designated as a Homesite Reserve Area.

Purpose
It is the purpose of this Easement to assure that the Property will be retained forever in its natural, open space, and scenic condition, and to protect forever the Conservation Values of the Property as specified in this Baseline Documentation Report. Further, it is the purpose of this Easement to prevent any use or development of the Property that will significantly damage or impair the Property or its Conservation Values, with the exception of development in the Homesite Reserve Area as allowed and limited by the incorporated Management Plan for Liberty Ranch Big Hill Preserve (Management Plan). Grantor and Grantee intend that this Easement will confine the use of the Property only to

such activities that are consistent with the purpose and terms of this Easement and the incorporated Management Plan.

Conservation Values
The Property possesses exceptional natural, scenic, recreational and open space values of great importance to Grantors and Grantee, the Sierra foothills ecosystem, and the people of Placer County and the State of California. These values, as further described in Section II, are collectively referred to as the "Conservation Values". The Conservation Values of the Property are generally defined as the natural and scenic values the Property currently possesses. The natural and scenic values of the Property ("Conservation Values") are more particularly described in Section III of this report. Collectively, these values contribute to a healthy Sierra foothills ecosystem, which is of great importance to Placer Land Trust, PLT's project partners and funders, the people of Placer County, and the State of California.

Specific Restrictions
Any activity on or use of the Property inconsistent with the purpose of this Easement or the Management Plan, is prohibited. A complete list of specifically prohibited activities and uses is listed in the Easement.

Grantor's Reserved Rights
Grantor reserves many rights as the landowner of the Property. In addition to those rights not otherwise restricted by the Easement, the Grantor specifically reserves the right to limited development in the Homesite Reserve Area and certain water rights. A complete list of specifically reserved rights is listed in the Easement.

Location of Property

The Property (~321 acres) contains Big Hill (elev. 1613 feet) on the divide of the Coon Creek and Bear River watersheds of Placer County. It is situated in one of the largest unfragmented areas of oak woodlands in Placer County. The private paved Big Hill Road crosses the northern portion of the Property, and the private unpaved New Hope School Road crosses the southwestern corner of the Property. The Property consists of Placer County Assessor's Parcel Number 026-061-013-510 and 026-061-013-520. For the Property's legal description and plot map, see Attachment D, Title Report. For a visual description of the Property, see Attachment A-2.

The Property is located in the Sierra Nevada foothills 840 to 1613 feet above mean sea level in a largely undeveloped area of western Placer County. The topography of the Property varies throughout and is characterized by a variety of topological features including; perennial and ephemeral streams draining steep rocky outcroppings, oak woodland savannahs, and riparian corridors (along NID fed traditionally ephemeral streams). Historically, the northern portion of the Property was grazed by cattle, sheep, and goats. The property is currently seasonally grazed. Section III of this report contains a more detailed description of the Property.

II. Baseline Documentation of Conservation Values

Significance of Property

The permanent preservation of the Property in its current state will provide significant natural, scenic, and open space benefits to the public. The Property provides diverse plant and wildlife habitat, constitutes an important part of the Big Hill viewshed, the oak woodland environment of western Placer County, and the Bear River and Coon Creek watersheds.

Ecological Significance

Liberty Ranch Big Hill Preserve is composed of mixed oak woodlands, steep rocky outcroppings and riparian corridors fed by Nevada Irrigation District (NID) that support a variety of plant communities and wildlife species. The property supports several plant communities including mixed oak woodlands, oak woodland savannah, and a narrow band of riparian woodland along the NID fed streams.

A healthy oak woodland can moderate temperature extremes, reduce soil erosion, and sustain water quality, thereby supporting the richest diversity of wildlife species abundance over any other habitat in California. Approximately 331 species of wildlife inhabit Placer County's oak woodlands. The Property's Big Hill location enhances the preservation of both the Bear River and Coon Creek watersheds and will further the protection of riparian habitat and water quality for Placer County and surrounding areas. Riparian zones provide critical habitat for a wide range of terrestrial and aquatic species while also contributing to water quality by filtering excessive nutrients and other pollutants before the water reaches the stream.

State Conservation Goals

The protection of this Property will benefit the people of State of California and is in accordance with the goals of the State. In Section 815 of the California Civil Code, the California Legislature declared: (1) that "the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California"; and (2) that it is "in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations".

The preservation of the Property is in keeping with the goals of the following State agencies and programs that have chosen to provide grant funding for this project:

- Sierra Nevada-Cascade Conservation Grant Program, administered by the Resources Agency using Proposition 50 funding to protect water quality.
- Wildlife Conservation Board, providing funding for wildlife conservation and related public recreation.

The goals of the project are also in keeping with the goals of the California Dept. of Conservation, the California Dept. of Fish & Game, and the State Water Resources Control Board.

Local Significance

The protection of the Property supports the goals of Placer County, as evidenced not only by the County's funding contribution to the project, but also by the Placer County General Plan, which includes as its goals the protection of:

- Scenic corridors through the use of open space easements
- Aesthetic qualities of natural drainage courses
- Significant ecological resource areas
- Diversity of plant and animal communities

The preservation of the oak woodlands on the Property is in keeping with the goals of Placer County, as evidenced by the Placer County Oak Woodland Management Plan which supports the preservation of "oak woodland-dominated natural communities and the value these communities provide to wildlife, air quality, water quality, and quality of life." The protection of the Property is in line with the proposed Placer County Habitat Conservation Plan / Natural Communities Conservation Plan (aka, the "Placer County Conservation Plan").

Recreational Significance

No public recreation exists on the Property; however, the Property has limited but significant public recreation potential, especially if/when existing and new public-use trails can be extended to and through the Property.

Agricultural Significance

Although the Property does not contain prime soils, it is ideal for dry pasture grazing. Over the past several generations, the Property has been grazed by cattle, sheep, and goats, and is currently supporting seasonal semi- free range cattle grazing.

III. Documentation of Baseline Conditions

Description of Natural Values

The natural values of the Property as they exist at the time of this report (as described by the Property's topography, vegetation, wildlife, hydrology, geology, and soils) are included in the Conservation Values of the Property.

The Property is located in the Sierra Nevada foothills ranging from approximately 840 to 1613 feet above mean sea level in an undeveloped region that supports the largest contiguous area of oak woodlands remaining in Placer County. In general, the topography of the Property varies from slightly rolling to very steep slopes, with dense oak and conifer woodlands with dense undergrowth. The Property encompasses several sub-drainages and Big Hill which offers an impressive view of the Sacramento Valley and Coast Ranges to the west, the Bear River canyon to the north, and the Sierra crest to the east.

Topography

The majority of the property extends north from the highest point on Big Hill and has a north-northeast facing aspect. The northern most third of the property, extending up from the creek bottom has a generally west-southwest facing aspect. The portion of the property extending north of the top of Big Hill drains into the Bear River. The southwest corner of the property slopes southwest from the highest point on Big Hill and eventually drains into Coon Creek.

Vegetation

The property generally consists of three main plant communities: blue oak woodland, California annual grassland, and riparian woodland. Blue oak woodland dominates the Liberty Ranch property, but its appearance varies considerably depending on slope and aspect. Gentle slopes and hilltops such as Big Hill are generally park-like with a 20-60% canopy cover dominated by blue oak (*Quercus douglasii*). Oaks generally range from 8-24 inches in diameter at breast height (DBH) but some trees exceed 30 in (80 cm). Interior live oaks (*Q. wislizenii* var. *wislizenii*) and foothill pines (*Pinus sabiniana*) are scattered, tending to occur in rocky areas. Shrub cover is generally sparse (<10%) and often clustered near rock outcrops. Poison-oak (*Toxicodendron diversilobum*), chaparral honeysuckle (*Lonicera interrupta*), holly-leaf redberry (*Rhamnus ilicifolia*), and buckbrush (*Ceanothus cuneatus*) are the most frequent. As is typical of most grazed blue oak woodlands, the herbaceous layer is continuous and dense, with exposed soil generally limited to areas disturbed by animals, vehicles, or equipment. Introduced annual grasses are typically dominant, but the grazing of cattle has controlled their dominance to some degree, allowing a considerable cover of annual forbs (roughly 20-40%). Dominant forbs include dove's-foot geranium (*Geranium molle*), filarees (*Erodium* sp.), bedstraws (*Galium* sp.), and sanicles (*Sanicula* sp.). Probable dominant grasses include hedgehog dogtail (*Cynosurus echinatus*), bromes (*Bromus* sp.), annual ryegrass

(*Lolium multiflorum*), barleys (*Hordeum* sp.), vulpias (*Vulpia* sp.), and medusahead (*Taeniatherum caput-medusae*). Widely scattered native perennial grasses included needlegrass (*Nassella* sp.) and big squirreltail (*Elymus multisetus*).

North- and east-facing slopes, especially the northeast of Big Hill, are generally dominated by blue oak but also include interior live oak, foothill pine, California black oak (*Q. kelloggii*), and California buckeye (*Aesculus californicus*). Overall canopy cover is generally 60%-90%. The shrub layer is far more extensive than on gentle hilltop slopes. Poison oak is dominant but chaparral honeysuckle, holly-leaf redberry, toyon (*Heteromeles arbutifolia*), and coffeeberries (*Rhamnus tomentella* ssp. *tomentella*) were also present. The herbaceous layer is not as dense as in the open areas, but the relative cover of native species is greater. Herbaceous vegetation generally restricted to the partly-shaded slopes of this zone includes Chinese-houses (*Collinsia heterophylla*), foothill collinsia (*Collinsia sparsiflora* var. *collina*), sessile wood-rush (*Luzula comosa* var. *subsessilis*), Henderson's shooting-star (*Dodecatheon hendersonii*), and California melic (*Melica californica*). The richness of native species in this zone is especially apparent on the lower slopes near the zone of riparian influence, where the understory was dominated by locally interesting native species: maidenhair fern (*Adiantum jordanii*), Sierra fawn-lily (*Erythronium multiscapoideum*), true lily (*Lilium* sp.), coyote-mint (*Monardella* sp.), cinquefoil (*Potentilla* sp.), and others. The shrub layer even includes a few gooseberries (*Ribes* sp.) and probable serviceberries (*Amelanchier* sp.), quite unusual at this elevation. The diverse assemblage of natives on this foothill property, particularly < 1,000 feet, is perhaps its most unique character.

Patches of grassland are found on the south side of Big Hill. These were most likely areas of blue oak woodland that were historically cleared for range improvement. The grassland flora is typical of the valley-foothill region, with annual grasses mixed with native and non-native forbs. Grass species are similar to those in the blue oak woodlands, but the composition shifts to favor different species, especially medusa-head which is seldom found beneath the canopy of fairly dense oak woodlands. Forbs and wildflowers include subterranean clover (*Trifolium subterraneum*), filarees, little hop clover (*Trifolium dubium*), johnnytuck (*Triphysaria eriantha* ssp. *eriantha*), popcorn-flowers (*Plagiobothrys* sp.), and Douglas' violet (*Viola douglasii*).

Narrow but significant riparian corridors follow the intermittent streams on the north side of the property. Overstory dominants are valley oak (*Q. lobata*) and white alder (*Alnus rhombifolia*), but red willow (*Salix laevigata*) and interior live oak are also important. Understory dominants include Himalayan blackberry (*Rubus discolor*) and poison oak, but their discontinuous cover permits a number of other species including locally dominant wild grape (*Vitis californicus*), horsetails (*Equisetum telmateia* ssp. *braunii*), skunkbrush (*Rhus trilobata*), sedges (*Carex* sp.), and many others.

Rock outcrops are less frequent on the Liberty Ranch property than on the neighboring Taylor Ranch, generally covering 1-10% of the ground. Rock outcrops augment the site's floristic diversity by providing microhabitats and/or refugia from grazing that benefit many plants, some of which may not occur in the absence of outcrops. These include small-flowered miner's lettuce (*Claytonia parviflora* ssp. *parviflora*), Bolander's woodlandstar (*Lithophragma bolanderi*), Hartweg's tauchia (*Tauchia hartwegii*), and pterostegia (*Pterostegia drymarioides*). More exposed rocky slopes provide habitat for caterpillar phacelias (*Phacelia cicutaria*) and bird's-foot ferns (*Pellaea mucronata* var. *mucronata*).

Invasives

Invasive plants occur at relatively low densities over most of the site. One exception is along the northeastern creek just west of the east boundary, where a cluster of invasives appears to be associated with historical disturbance, possibly an old homestead (?). Weedy species in this area include yellow star thistle (*Centaurea solstitialis*), bull thistle (*Cirsium vulgare*), Italian thistle (*Carduus pycnocephalus*), cocklebur (*Xanthium strumarium*), and Klamathweed (*Hypericum perforatum*). [The small area (<2 acres) and proximity near many native plants propagules makes this site a good place to target restoration efforts]. Other invasives included Himalayan blackberry along the streams and medusahead in the grassland and savannah. Newly cut roads are very likely to stimulate weed growth and may serve as a source of weed introductions into new places.

Wildlife

California's oak and riparian woodlands are well known for their abundant wildlife, and the Liberty Ranch property is no exception. The presence of multiple plant communities, intermittent streams, connection to adjoining natural areas, and a few special habitat features combine to provide habitat for almost the entire suite of potential wildlife species that could occur in Placer County's oak woodlands. The only species unlikely to normally occur would be those that require an extensive shrub canopy [e.g. California thrasher (*Toxostoma redivivum*)], or those that require special habitat features such as sheer cliffs [e.g., white-throated swift (*Aeronautes saxatalis*)].

Although some animals prefer certain plant communities, most animals on the property may occur throughout the property and many even prefer the complementary resources of mixed habitats. These species include western skink (*Eumeces skiltonianus*), southern alligator lizard (*Elgaria multicarinata*)*, sharp-tailed snake (*Contia tenuis*), Cooper's hawk (*Accipiter cooperi*), California quail (*Callipepla californica*), western screech-owl (*Otus kennicottii*), acorn woodpecker (*Melanerpes formicivorus*)*, Nuttall's woodpecker (*Picoides nuttallii*)*, ash-throated flycatcher (*Myiarchus cinerascens*), western scrub-jay (*Aphelocoma californica*), oak titmouse (*Baeolophus inornatus*)*, bushtit (*Psaltriparus minimus*)*, blue-gray gnatcatcher (*Polioptila caerulea*)*, ornate shrew (*Sorex ornatus*), California myotis (*Myotis californicus*), gray fox

(*Urocyon cinereoargenteus*), striped skunk (*Mephitis mephitis*), bobcat (*Lynx rufus*), feral pig (*Sus scrofa*), western gray squirrel (*Sciurus griseus*), and black-tailed deer (*Odocoileus hemionus*)*. According to the California Department of Fish & Game, the Property provides deer habitat for the non-migratory Camp Beale Herd of the Mother Lode Deer Management Unit, and may be part of the winter range for the migratory Blue Canyon deer herd.

Blue oak woodland and savannah provides preferred habitat for gopher snakes (*Pituophis catenifer*), red-tailed hawks (*Buteo jamaicensis*)*, mourning doves (*Zenaida macroura*), western kingbirds (*Tyrannus verticalis*), violet-green swallows (*Tachycineta bicolor*), white-breasted nuthatches (*Sitta carolinensis*)*, western bluebirds (*Sialia mexicana*), European starlings (*Sturnus vulgaris*), chipping sparrows (*Spizella passerina*), lark sparrows (*Chondestes grammacus*)*, dark-eyed juncos (*Junco hyemalis*)*, Botta's pocket gophers (*Thomomys bottae*)*, and black-tailed jackrabbits (*Lepus californicus*). Interior live oaks provide preferred habitat for Hutton's vireos (*Vireo huttoni*)*, Bewick's wrens (*Thryomanes bewickii*)*, orange-crowned warblers (*Vermivora celata*)*, and dusky-footed woodrats (*Neotoma fuscipes*). Locally uncommon species that may occur in the site's blue, interior live, or mixed oak woodlands include ring-necked snake (*Diadophis punctatus*), hairy woodpecker (*Picoides villosus*), phainopepla (*Phainopepla nitens*)*, Lawrence's goldfinch (*Carduelis lawrencei*), black bear (*Ursus americanus*), ringtail (*Bassariscus astutus*), long-tailed weasel (*Mustela frenata*), mountain lion (*Felis concolor*), and porcupine (*Erethizon dorsatum*).

Grassland patches on Big Hill are large enough to provide habitat for open-country species such as ferruginous hawks (*Buteo regalis*), prairie falcons (*Falco mexicanus*), American pipits (*Anthus*), western meadowlarks (*Sturnella neglecta*), and California meadow voles (*Microtus californicus*).

Riparian woodlands provide habitat for garter snakes (*Thamnophis* sp.), black-chinned hummingbirds (*Archilochus alexandri*), black phoebes (*Sayornis nigricans*)*, Pacific-slope flycatchers (*Empidonax difficilis*)*, yellow-breasted chats (*Icteria virens*), several species of bats, and raccoons (*Procyon lotor*). The creeks appear to be seasonal, though there may be a small amount of perennial flow due to upstream water developments. Mosquitofish (*Gambusia* sp.)* and bullfrogs (*Rana catesbiana*)* occur in the stream just below the pond near the northeast corner, and an unidentified fish was glimpsed near the northwest corner of the property. Even if there are no perennial pools in the streams, fish may enter the Liberty Ranch streams from perennial waters either upstream or downstream of the site. Cool-water fish such as rainbow trout (*Oncorhyncus mykiss*) or pikeminnow (*Ptychocheilus grandis*) could theoretically use the streams seasonally, but access from the Bear River is probably blocked by downstream impoundments. There is hypothetical habitat for California newts (*Taricha torosa*) and foothill yellow-legged frogs, but these are unlikely.

As with the flora, rock outcrops provide shelter and structure that enhances the site's suitability for wildlife, particularly for reptiles and small mammals. These

species include western rattlesnake (*Crotalus oreganus*), turkey vulture (*Cathartes aura*), rufous-crowned sparrow (*Aimophila ruficeps*)*, and several species of bats and *Peromyscus* mice.

Hydrology

Water sources on the property consist of an unnamed creek, an NID fed ephemeral stream, a small drainage on the southwestern portion of the property, and two small drainages on the east side of Big Hill. There are also springs and seeps associated with rock outcroppings. The creek on the Property supports a narrow riparian habitat as does the artificially fed NID stream.

Refer to the Property Map (Attachment A-5) for a map of the approximate boundary on the Property between the Coon Creek watershed and the Bear River watershed.

Geology

The parent material was formed during the Mesozoic period and is volcanic and metamorphic in origin, specifically a metavolcanic flow.

Soils

Soils from a variety of parent materials are known to support blue oak. They are characteristically shallow, infertile, and moderately to excessively well drained. Soil texture ranges from gravelly loam through stony clay loam. Soils with extensive rock fragments in the profile commonly support blue oak. At Liberty Ranch Big Hill Preserve, the upland soil surface consists of up to 75 percent of the soil surface area covered with scattered stones and rock outcrops. The soils are classified as Auburn-Rock outcrop complex (2 to 30 percent slopes), Auburn-Sobrante silt loam (15 to 30 percent slopes), Auburn-Argonaut Complex (2 to 15 percent slopes) and Auburn-Sobrante-Rock outcrop complex (2 to 30 percent slopes) Auburn-Sobrante-Rock outcrop complex (30 to 50 percent slopes).

Refer to Attachment A-6, Soils Map, for a map of soil types on the Property and the nearby vicinity.

Description of Scenic and Open Space Values

The scenic values of the Property as they exist at the time of this report are included in the Conservation Values of the Property. The Property is valuable as a scenic preserve due to the diversity and variety of species and topographic features that exist within its boundaries. The oak woodlands and the understory vegetation are not dense, which allows for good views within and across the Property. Within the Property, scenic values include; blue oak woodlands and associated natural communities, Coon Creek and its riparian corridor, multiple rock outcroppings and cliffs, grassy meadows, and a variety of wildlife.

Within the greater foothill region, the Property provides scenic value due to its visibility from nearby ridges and other points up to approximately 40 miles away. The higher elevations on the Property offer views of the Sacramento Valley and coastal mountains to the west, the Sutter Buttes to the northwest, and the Sierra crest to the east, as well as nearby ridges.

Description of Public Recreational Values

The Management Plan and the Easement anticipate and allow limited public access.

Specifically, public access is anticipated and allowed by the Management Plan and the Easement for the express purpose of accessing a future trail (or trails) through the Property, for generally passive recreational public use. The Landowner and PLT propose to dedicate a trail easement to Placer County for the purposes of creating one or more public trails. See "Trails" in the Management Plan for more information.

Public access for other activities on the Property may be allowed by mutual agreement between PLT and the Landowner, provided it does not interfere with or negatively impact the goals of this Plan, and the Conservation Values as defined in the Easement.

Description of Public Safety Values

Currently, the Property contains no significant public safety values.

Description of Existing Man-Made Elements

Man-made elements on the Property are not necessarily included in the Conservation Values of the Easement, but they are included here as documentation of the baseline condition and attributes of the Property at the time of the recordation of the Easement.

The only man-made structures on the Property are roads. Big Hill Road is a private road entering the Property at a locked gate on the northern portion of the eastern property line; it is a paved road that transects the northern portion of the Property, heading generally east-west. New Hope School Road is a private road that crosses the southwest corner of the Property; it is a dirt road. There are several newly regraded "farm roads" running through the property (for exact position see Attachment A-8). There is also evidence of earlier roadways in the area near the northern creek, but these roads have grown over with grasses and other understory vegetation to the point that bare earth is no longer visible.

There are no residential or other structures on the Property, and no canals or irrigation structures. Placer Land Trust and the Landowner anticipate the creation of a Homesite Reserve Area. After the Homesite Reserve Area is established, additional photopoints will be added to ensure that homesite development and associated activities are limited to the Homesite Reserve Area.

IV. Project Summary and Acknowledgements

Communications Timeline

The following is an overview of the chronology of relevant communications among PLT, the Landowner, and other relevant parties during the investigation, planning, and implementation of this conservation easement project.

December 2005
Realtors Skip Outman and Peter Nixon informed Jeff Darlington, PLT's Executive Director, that the property was listed for sale by the Landowner (represented by trustee H. Robert Freiheit).

January 2006
Mr. Darlington visited the property on January 6 with representatives from Placer County's "Placer Legacy" program, and performed a preliminary assessment of the property's conservation values.

February 2006
Loren Clark from Placer Legacy met with Mr. Darlington, Mr. Freiheit and his real estate agent Mr. Outman on February 3. Mr. Darlington and members of PLT's Project Selection Committee met onsite with Mr. Freiheit on February 3, and toured portions of the property. Mr. Freiheit expressed his interest in seeing the property preserved through a conservation transaction with PLT on February 7. On February 22, PLT's Board of Directors resolved to pursue the project and all necessary funding.

March 2006
During March, limited discussions were held between the parties regarding the nature of the conservation easement. During this time, the property remained on the market and Mr. Freiheit was still considering selling fee title to any interested buyer.

April 2006
Mr. Darlington contacted Mr. Freiheit on April 3 to formally express PLT's interest in purchasing a conservation easement, also reporting that PLT had received interest from a number of funders. At this time, Mr. Freiheit was entertaining an offer from a potential buyer to purchase the property in fee for approximately $1.7 million. Mr. Freiheit agreed to allow PLT some time to present a project proposal, and subsequently rejected the fee title offer from the other buyer. PLT began work on the relevant documents (conservation easement, management plan, and baseline documentation report) in early April. PLT President Bob Cooley-Gilliom and other members of PLT's Project Selection Committee visited the property on April 10. On April 20, PLT's Board of Directors resolved to submit grant applications for State funding for the project. PLT began applying for grant funding from the California Wildlife Foundation, the Sierra Nevada Cascade Conservation Grant Program, and the Wildlife Conservation Board (among other sources) in late April. Mr. Freiheit took Mr. Darlington and members of PLT's Project Selection Committee around portions of the property via ATV on April 24. Also

on April 24, Mr. Freiheit submitted a written letter of intent to PLT and potential funders, expressing his desire to sell PLT a conservation easement over 313 of the 321 acres of the property. PLT at its own expense commissioned an appraisal of the property and the draft conservation easement by appraiser Jim Oakham in late April. PLT presented draft copies of the conservation easement and management plan to Mr. Freiheit and his attorney Paul Aronowitz in mid-April, and received comments from them in late April. Mr. Darlington then forwarded a draft copy of these documents to Mr. Oakham at the end of April for his appraisal purposes.

May-June 2006

PLT received a written funding pledge of $410,000 from the California Wildlife Foundation on May 4. PLT continued to work on the relevant project documents with Mr. Freiheit and Mr. Aronowitz throughout May and June, and PLT continued to work on solicitation of project endorsements and potential funding.

July-August 2006

PLT received a Notice of Exemption from CEQA from Placer County, for the purchase of the conservation easement. At the request of Mr. Darlington, Mr. Freiheit provided a preliminary title report and other property information to PLT in late July, including marking on a map three potential Homesite Reserve Areas. PLT received a preliminary appraisal report from Mr. Oakham on July 11. The preliminary report suggested that the fair market value of the easement would be less than $1 million, and Mr. Freiheit informed PLT that this would not be sufficient for the easement sale. Mr. Darlington and Mr. Freiheit, with the input of Mr. Aronowitz and Mr. Oakham, worked together to add further restrictions in the easement, notably including a clear dedication of a public trail across the property. Mr. Darlington, Mr. Freiheit and Mr. Outman met with Placer Legacy representative on July 14 to discuss parameters of the public trail.

September-October 2006

With the consensus of Mr. Freiheit and Mr. Aronowitz, Mr. Darlington submitted updated information to Mr. Oakham in early September for his final appraisal report. On September 27, the Sierra Nevada Cascade Conservation Grant Program announced that it would fund the Freiheit conservation easement purchase in the amount of $600,000. Discussions continued regarding the details of trail use, homesite development and location, and other issues.

November 2006

PLT received the final appraisal report from Mr. Oakham on Nov. 14, indicating that fair market value of the conservation easement is $1.3 million. Mr. Darlington sent a copy of the appraisal report to Mr. Freiheit on Nov. 17.

December 2006 – February 2007

In early December, Mr. Darlington informed Mr. Freiheit of the overall status of the project, prior to both individuals being out for the holiday season. The parties agreed to get back in touch in mid-January after the holidays. In January and February, the parties continued discussions regarding the details of trail use, homesite development and

location, and other issues. On February 15, the Wildlife Conservation Board publicly announced that it would fund the Liberty Ranch conservation easement purchase in the amount of $235,000.

March 2007

Mr. Darlington and Mr. Freiheit met on March 7 to discuss the latest versions of the easement and management plan, including input from respective legal counsel. At the end of March, Placer County provided PLT with a written pledge of $315,000 in funding for the easement purchase, partly in exchange for an IOD for a future public trail on the property in keeping with the easement and management plan. On March 31, Mr. Darlington requested a copy of the existing grazing lease on the property and a copy of the Freedom Trust incorporation document from Mr. Aronowitz and/or Mr. Freiheit.

April 2007

On April 4, Mr. Darlington delivered a draft purchase and sale agreement to Mr. Freiheit and Mr. Aronowitz, soliciting comment. On site visits to the property in mid and late April, in preparation of the Baseline Documentation Report, PLT observed road grading and clearing activity that caused concern with regards to the conservation values of the property. On April 25, Mr. Aronowitz provided edits to the relevant projects documents to Mr. Darlington, including a new plan to have a "floating" and non-contiguous Homesite Reserve Area, with irrigation and an additional road (driveway) potentially outside of the Homesite Reserve Area. On April 26, Placer Title Company provided an updated preliminary title report to the parties. At the end of April, PLT obtained independent legal review of the various project documents and the latest edits from Mr. Aronowitz.

May 2007

Mr. Darlington expressed PLT's concerns regarding the road grading and clearing actives to Mr. Freiheit and Mr. Aronowitz on May 1. At this time, Mr. Darlington also provided PLT's reaction to the latest edits from Mr. Aronowitz, and requested a map showing the proposed Homesite Reserve Area. On May 17, Mr. Freiheit attended the PLT Board of Directors meeting in Auburn to express his regrets over the road grading/clearing, which was done by a contractor who did not adhere to Mr. Freiheit's direction. Mr. Freiheit also expressed his interest in continuing to work together with PLT to complete the easement project. At the end of May, PLT provided some advice to Mr. Freiheit regarding restoration of the graded/cleared road areas.

June-July 2007

On June 1, Mr. Darlington visited the property and noted that the disturbed ground around the new domestic well had been leveled and cleaned up. Mr. Darlington, Mr. Aronowitz, and Mr. Freiheit worked together to finalize the project documents, with input from project funders and the PLT Board of Directors (which approved the final project documents on July 26, 2007). At the time of the publication of this report, the final documents were being reviewed by all parties, and the recordation of the conservation easement was expected to occur in September 2007.

Baseline Documentation Report Preparation

Portions of this Baseline Documentation Report were prepared by the following individuals:

- Joselin Matkins, Stewardship Coordinator, Placer Land Trust, has over 10 years experience in ecology. She has experience writing various biological reports from cavity nesting bird surveys and stream pebble counts, to vegetative plot sampling and GIS analysis. She holds an undergraduate degree in Environmental, Population, and Organismal Biology from University of Colorado, and a master's degree in Forest Science from the Oregon State University.
- Mehrey Vaghti, is an ecologist acting as an independent contractor for Placer Land Trust. Ms. Vaghti is a self-employed vegetation and restoration ecologist. For the past nine years she has been involved with vegetation community data collection, classification and mapping throughout California, including Suisun Marsh, Sacramento River, Pt. Reyes National Seashore, San Francisco Bay Delta, and Sierra Nevadan Meadows. She also has two years experience in vegetation restoration, and one year of experience working for land trusts. She earned her M.S. from U.C. Davis in Restoration Ecology and holds a B.S. in Environmental Biology & Management, also from U.C. Davis.
- Brian Williams, Biologist & President, Williams Wildland Consulting Inc., independent contractor for Placer Land Trust. Mr. Williams has over 10 years of experience as a wildlife biologist and botanist in Placer County. He has authored multiple publications on the birds of Placer County, is conducting ongoing research projects on the county's herpetofauna, and has botanized the valley and foothills for several years, including during rare plant surveys in Placer County's oak woodlands. Mr. Williams has a B.S. in Biology from Saint Mary's College and an M.S. in Biological Conservation from CSU Sacramento.
- Jeff Darlington, Executive Director, Placer Land Trust. Mr. Darlington has five years experience assessing and acquiring properties and projects for land conservation purposes, including the creation of baseline documentation reports, conservation easements, and land/habitat management plans. Mr. Darlington coordinated the creation of this report.

The following individuals provided information that was helpful in the creation of this report, through site visits, observations, map creation, and other knowledge/assistance:

- Katy Sater, Stewardship Assistant, Placer Land Trust
- Loren Clark, Assistant Director, Placer County Planning Department.
- Edmund Sullivan, biologist and Planner, Placer County Planning Department.
- Dale Whitmore, Associate Wildlife Biologist, California Dept. of Fish & Game.

Acknowledgements of Grantor and Grantee

This Baseline Documentation Report is an accurate representation of the "Property", the "Preserve" and the "Conservation Values" as defined in the Easement at the time of the conveyance of the Easement.

Signed,

for **PLACER LAND TRUST (Easement Holder)**

Jeff Darlington, Executive Director, Placer Land Trust — Date 8/16/07

Joselin Matkins, Stewardship Coordinator, Placer Land Trust — Date 8·16·07

OTHER REPORT PREPARERS

Melirey Vaghn, Ecologist/Independent Contractor — Date 08·16·07

Brian Williams, Biologist/Independent Contractor — Date 8/10/07

for **FREEDOM TRUST (Landowner)**

H. Robert Freiheit
Trustee, Freedom Trust — Date: 9/18/07

Denise Ann Freiheit
Trustee, Freedom Trust — Date: 9-18-07

V. Attachments

A. Maps
- A-1. Regional Map
- A-2. Site and Aerial Map
- A-3. Topographic Map
- A-4. Land Cover Map
- A-5. Hydrology/ Watershed Map
- A-6. Soils Map
- A-7. Improved Roads Map
- A-8. Photopoint Map
- A-9. Photopoint Description

B. Species List

C. Photographs

D. Title Report

E. Monitoring Instructions

F. Placer Land Trust Board of Director's Resolution

Attachment A-1: Regional Map

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Attachment A-2: Site and Aerial Map

Attachment A-3: Topographic Map

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Attachment A-4: Land Cover Map

Attachment A-5: Hydrology/Watershed Map

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Attachment A-6: Soil Map

Attachment A-7: Improved Roads Map

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Attachment A-8. Photopoint Map

Additional photopoints will be added once the Homesite Reserve Area is defined to ensure that the Conservation Values of areas of the Preserve surrounding the Homesite Reserve Area are not encroached upon and/or negatively impacted by activities taking place within the Homesite Reserve Area.

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Attachment A-9. Photopoint Description

Photos taken by Joselin Matkins and Katy Sater on March 28, 2007

Photo ID	Sub ID	Bearing (°)	Declinated Bearing (°)	Bearing (direction)	Coordinates	Notes &/or Description
1	A	262	245	W	10 S 0659991/ UTM 4316555	SE corner w/ Taylor and trails.
1	B	334	317	N		Looking up trail and fence running N/S
1	C	108	91	E		Looking back into Taylor- property corner
2	A	152	135	S	10 S 0659958/ UTM 4316677	Road and trail meet, photopoint looking S down trail
2	B	200	183	SW		Looking up new road grade
2	C	322	305	N		looking N down road
3	A	82	65	E	10 S 0659884/ UTM 4316910	across road cut
3	B	152	135	S		up road
3	C	8	351	N		down road
4	A	90	73	E	10 S 0659778/ UTM 4317160	along road cut
4	B	0	343	N		
5	A	145	128	SW	10 S 0659271/ UTM 4317205	
5	B	277	260	W		
5	C	2	345	N		
5	D	45	28	NE		taken 10 feet south of GPS for 21 end of road
6	A	0	343	N	10 S 0659157/ UTM 4317341	Along western fence midway of property
6	B	58	41	E		
6	C	148	131	S		
7	A	340	323	N	10 S 0659163/ UTM 4317076	
7	B	113	96	E		
7	C	188	171	S		
8	A	334	317	N	10 S 0659341/ UTM 4316961	
9	A	353	336	N	10 S 0659334/ UTM4316924	cross road
9	B	62	45	E		
9	C	160	143	S		
9	D	260	243	W		
10	A	338	321	N	10 S 0659409/ UTM 4316803	Road N
11	A	58	41	NE	10 S 0659173/ UTM 4316781	
11	B	114	97	E		
11	C	164	147	S		
11	D	290	273	W		
11	E	6	349	N		
12	A	280	263	W	10 S 0659214/ UTM 4316658	In upper clearing
12	B	0	343	N		Towards well site
12	C	54	37	NE		across drainage and road
12	D	118	101	E		down drainage
13	A	136	119	SE	10 S 0659373/ UTM 4316589	down road
13	B	246	229	SW		into drainage
13	C	310	293	NW		Road and trail meet, photopoint looking S down trail
13	D	0	343	N		towards property
14	A	6	349	N	10 S 0659642/ UTM 4317719	parking area
14	B	74	57	E		
14	C	136	119	SE		

(continued)

Photo ID	Sub ID	Bearing (°)	Declinated Bearing (°)	Bearing (direction)	Coordinates	Notes &/or Description
15	A	64	47	NE	10 S 0659685/ UTM 4317547	Near culvert pump and where road work ends
15	B	138	121	SE		
15	C	320	303	NW		
16	A	280	263	W	10 S 0659841/ UTM 4317507	Big Hill Road
16	B	330	313	N		Clearing
17	A	190	173	S	10 S 0659839/ UTM 4317504	Big Hill
18	A	216	199	SW	10 S 0659692/ UTM 04317634	view of unimproved road and Big Hill
18	B	288	271	W		View towards Big Hill road
18	C	350	333	N		View up unimproved road leading to Big Hill
18	D	60	43	NE		View into property toward N
19	A	24	7	N	10 S 0659746/ UTM 4317645	View of BHR and star thistle
20	A	110	93	E	10 S 0659748/ UTM 4317643	
20	B	250	233	SW		
20	C	346	329	N		
21	A	180	163	S	10 S 0659974/ UTM 4316897	Along Eastern boundary
21	B	270	253	W		up fence looking into property
21	C	350	333	N		down fence
22	A	176	159	S	10 S 0659803/ UTM 4317806	on road
22	B	255	238	W		
23	A	54	37	NE	10 S 0659921/ UTM 4317972	
23	B	242	225	W		
24	A	160	143	S	10 S 0659941/ UTM 4318154	corner bottom
24	B	258	241	W		
25	A	76	59	E	10 S 0659138/ UTM 4318148	other bottom corner
25	B	162	145	S		
26	A	90	73	E	10 S 065512/ UTM 4316624	Road S
26	B	250	233	W		more of the road
26	C	324	307	N		

Attachment B. Species List

The following species were observed at Taylor Ranch on and prior to February 22, 2007, by biologist Brian Williams and Placer Land Trust staff. Very few plants had reproductive structures by this date, so plants were identified almost exclusively by vegetative characteristics only. Plants were identified based on prior experience; none were subjected to identification keys.

SCIENTIFIC NAME	COMMON NAME	Native	STATUS
Trees			
Aesculus californica	California buckeye	Native	
Alnus rhombifolia	white alder	Native	common along streams
Ficus carica	edible fig	Invasive	at least one along stream
Fraxinus sp.	ash sp.	Native	probable Oregon ash (but possible foothill ash) near creek
Quercus douglasii	blue oak	Native	
Quercus kelloggii	black oak	Native	several on NE-facing slopes
Quercus lobata	valley oak	Native	overstory dominant along stream
Quercus wislizenii var. *wislizenii*	interior live oak	Native	
Pinus ponderosa	Ponderosa pine	Native	at least one tree on N slope
Pinus sabinana	foothill pine	Native	
Prunus sp.	ornamental tree?	?	small trees along creek
Salix laevigata	red willow	Native	most common willow
Shrubs & Vines			
Amelanchier utahensis (prob.)	Utah serviceberry (prob.)	Native	near creek in NW area
Ceanothus cuneatus	buckbrush	Native	
Cercis occidentalis	redbud	Native	
Heteromeles arbutifolia	toyon	Native	
Keckiella breviflora var. *glabrisepala* (prob.)	gaping keckiella (prob.)	Native	mostly rock outcrops along slopes
Lonicera interrupta	chaparral honeysuckle	Native	
Philadelphus lewisii (poss.)	mock orange (poss.)	Native	young leaves possibly seen near creek
Rhamnus tomentella ssp. tomentella	hoary coffeeberry	Native	
Rhamnus ilicifolia	holly-leaf redberry	Native	
Rhus trilobata	skunkbrush	Native	a few patches near creeks
Ribes roezlii var. *roezlii* (prob.)	Sierra gooseberry	Native	3 plants seen, one on Big Hill
Rosa sp. (prob. *californica*)	wild rose sp. (prob. California)	Native	uncommon near streams
Rubus discolor	Himalayan blackberry	Invasive	a dominant along streams
Rubus ursinus	blackberry	Native	along stream
Salix lasiolepis	arroyo willow	Native	rare along stream
Toxicodendron diversilobum	western poison-oak	Native	
Vitis californica	California wild grape	Native	

(continued)

SCIENTIFIC NAME	COMMON NAME	Native	STATUS
Ferns & Horsetails, &			
Adiantum jordanii	California maidenhair	Native	N-facing slopes near stream
Azolla sp.	mosquito-fern sp.	Native	NE stream below pond
Equisetum telmateia ssp. *braunii*	giant horsetail	Native	along stream (thick stems, >20 teeth)
Pallea mucronata var. *mucronata*	common bird's-foot fern	Native	S-facing rocky slopes
Pentagramma triangularis ssp. triangularis	gold-backed fern	Native	
Polypodium calirhiza	intermediate polypody	Native	
Grasses			
Briza minor	lesser quaking-grass	Invasive	
Bromus diandrus	ripgut brome	Invasive	
Bromus hordeaceus	soft chess	Invasive	
Bromus sterilis	poverty brome	Invasive	
Cynosurus echinatus	hedgehog dogtail	Invasive	typically dominant in BOW
Elymus glaucus ssp. *glaucus*	blue wildrye	Native	
Elymus multisetus	big squirreltail	Native	scattered in BOW
Melica californica	California melic	Native	
Muhlenbergia rigens	deergrass	Native	near streams
Nassella sp. (prob. *pulchra*)	needlegrass (prob. purple)	Native	scattered in BOW
Piptatherum miliaceum (prob.)	smilograss (prob.)		near stream
Taeniatherum caput-medusae	medusa-head	Invasive	mostly in grassland
Vulpia myuros var. *hirsuta*	foxtail fescue	Invasive	
Sedges, Rushes, Lilies, & Monocots			
Brodiaea sp.	brodiaea sp.	Native	
Carex sp.	sedge	Native	along stream
Calochortus albus (prob.)	white globe-lily (prob.)	Native	
Chlorogalum pomeridianum var. *pomeridianum*	wavy-leaved soap-plant	Native	
Cyperus sp.	nutsedge sp.	?	along stream
Dichelostemma capitatum	blue dicks	Native	
Erythronium multiscapoideum	Sierra fawn-lily	Native	shady slopes
Juncus effusus var. *pacificus*	Pacific rush	Native	
Lilium pardalinum ssp. ?	lily (leopard or shasta)	Native	near stream

(continued)

SCIENTIFIC NAME	COMMON NAME	Native	STATUS
Sedges, Rushes, Lilies, & Monocots			
Luzula comosa var. *subsessilis*	sessile wood-rush	Native	
Sisyrinchium bellum	blue-eyed grass	Native	
Triteleia laxa	Ithuriel's-spear	Native	
Other			
Achillea millefolium	yarrow	Native	
Amsinkia menziesii var. *menziesii*	Menzies' fiddleneck	Native	
Amsinkia menziesii var. *intermedia*	common fiddleneck	Native	
Aphanes occidentalis	western lady's-mantel	Native	
Artemisia douglasiana	mugwort	Native	uncommon along stream
Asclepias fascicularis	narrow-leaved milkweed	Native	one plant seen near stream
Asclepias sp. (*cordifolia* or *speciosa*)	milkweed sp.	Native	one leafing out at rock outcrop
Athysanus pusillus	petty athysanus	Native	many at parking area
Calandrinia ciliata	redmaids	Native	uncommon
Calystegia occidentalis ssp. *occidentalis*	western morning-glory	Native	
Cardamine oligosperma	western bittercress	Native	
Carduus pycnocephalus	Italian thistle	Invasive	mostly around rock outcrops
Centaurea solstitialis	yellow star-thistle	Invasive	
Cerastium glomeratum	sticky mouse-eared chickweed	Invasive	
Chamomilla suaveolens	common pineapple-weed	Invasive	roads
Cirsium vulgare	bull thistle	Invasive	creek near east boundary
Claytonia parviflora ssp. *parviflora*	small-flowered miner's-lettuce	Native	
Claytonia perfoliata	common miner's lettuce	Native	
Clarkia sp.	clarkia sp.	Native	
Collinsia heterophylla	Chinese-houses	Native	partly shady slopes
Collinsia sparsiflora var. *collina*	foothill collinsia	Native	partly shady slopes
Dodecatheon hendersonii	shooting-star	Native	
Draba verna var. *verna*	spring whitlow-grass	Native	
Epilobium sp. (prob.)	willowherb (prob.)	?	
Eriophyllum lanatum	wooly sunflower	Native	
Erodium cicutarium	red-stemmed filaree	Invasive	
Erodium brachycarpum	short-fruited stork's-bill	Invasive	dominant
Eschscholzia caespitosa	foothill-poppy	Native	west-facing rocky slope
Euphorbia spathulata	warty spurge	Native	
Euthamia occidentalis (prob.)	western goldenrod (prob.)	Native	near stream

(continued)

SCIENTIFIC NAME	COMMON NAME	Native	STATUS
Other			
Filago sp.	filago sp.	Native	
Galium aparine	cleavers	Native	
Galium porrigens var. *tenue*	narrow-leaved climbing bedstraw	Native	scattered in BOW and elsewhere
Galium parisiense (prob.)	wall bedstraw (prob.)	Invasive	
Geranium dissectum	cut-leaved geranium	Invasive	common in BOW
Geranium molle	dove's-foot geranium	Invasive	a dominant in open BOW
Hypericum calycinum	Aaron's-beard	Invasive	one patch
Hypericum perforatum	Klamathweed	Invasive	uncommon
Hypocharis glabra (prob.)	smooth cat's-ear (prob.)	Invasive	
Lathyrus sp. (prob.)	pea (prob.)	?	
Leontodon taraxacoides spp. *longirostris* (prob.)	long-beaked hawkbit (prob.)	Invasive	
Lepidium nitidum var. *nitidum*	shining pepper-grass	Native	
Lepidium perfoliatum	round-leaved peppergrass	Invasive	parking area
Linanthus bicolor	bicolored linanthus	Native	BOW
Lithophragma bolanderi	Bolander's woodlandstar	Native	mostly rock outcrops
Lupinus bicolor	bicolored lupine	Native	
Lupinus pachylobus	big-podded lupine	Native	
Marah fabaceus var. *agrestis*	California man-root	Native	one at rock outcrop
Melissa officinalis	bee-balm	Invasive	uncommon near streams
Mentha sp.	mint sp.	Invasive	along stream
Micropus californicus ssp. *californicus*	slender cottonweed	Native	
Monardella sp. (prob. *sheltonii*)	coyote-mint (prob. Shelton's)	Native	
Montia fontana ssp. *chondrosperma*	water montia	Native	roadside ditch
Navarretia sp.	navarretia sp.	Native	old stems in BOW; prob. >1 species
Nemophila heterophylla	variable-leaved nemophila	Native	shaded area, often at rock outcrops
Nemophila menziesii ssp. *menziesii*	baby-blue-eyes	Native	uncommon
Pectocarya pusilla	little pectocarya	Native	grassy flats
Perideridia sp.	yampah sp.	Native	
Petrorhagia dubia	grass-pink	Invasive	
Phacelia cicutaria var. *cicutaria*	caterpillar phaclelia	Native	rocky slopes and outcrops
Phlox gracilis	slender phlox	Native	
Phoradendron villosum	oak mistletoe	Native	

(continued)

SCIENTIFIC NAME	COMMON NAME	Native	STATUS
Other			
Plagiobothrys fulvus	fulvous popcorn-flower	Native	
Plagiobothrys nothofulvus	common popcorn-flower	Native	
Plectritis sp. (prob.)	plectritis sp. (prob.)	Native	
Potentilla sp. (prob.)	potentilla sp. (prob.)	Native	
Pterostegia drymarioides	pterostegia	Native	one cluster at large W-facing rock outcrop
Ranunculus muricatus	prickle-seeded buttercup	Invasive	moist grassy areas
Ranunculus occidentalis var. *occidentalis*	western buttercup	Native	widely scattered
Rumex pulcher	fiddle dock	Invasive	
Rumex sp.	dock sp.	Invasive	
Sanicula bipinnata	poison sanicle	Native	common and widespread in BOW
Sanicula bipinnatifida	purple sanicle	Native	
Sanicula crassicaulis	Pacific sanicle	Native	
Saxifraga californica	California saxifrage	Native	shady areas in BOW
Saxifraga integrifolia (prob.)	Hooker's saxifrage (prob.)	Native	scattered in open BOW
Scandix pecten-veneris	shepherd's-needle	Invasive	
Senecio vulgaris	common grounsel; old-man-in-the-spring	Invasive	
Sherardia arvensis	field-madder	Invasive	fairly common in BOW
Soliva sessilis	lawn burweed	Invasive	
Sonchus sp.	sow-thistle	Invasive	
Stachys sp. (prob.)	hedge-nettle sp. (prob.)	Native	along stream
Stellaria media (prob.)	common chickweed (prob.)	Invasive	
Stellaria pallida	pallid starwort	Invasive	common under oaks
Tauchia hartwegii	Hartweg's tauchia	Native	rocky slopes
Taraxacum officinale	common dandelion	Invasive	one plant near creek
Thysanocarpus curvipes	clasping-leaved fringepod	Native	
Torilis sp.	hedge-parsley sp.	Invasive	
Trifolium depauperatum var. *depauperatum*	dwarf cowbag clover	Native	moist grassland
Trifolium dubium	little hop clover	Invasive	common
Trifolium hirtum	rose clover	Invasive	
Trifolium subterraneum	subterranean clover	Invasive	mostly in grassland
Triphysaria eriantha ssp. *eriantha*	johnnytuck	Native	
Triphysaria pusilla	dwarf owl-clover	Native	
Uropappus lindleyi (poss.)	silverpuffs (poss.)	Native	
Vicia sativa ssp. *sativa*	garden vetch	Invasive	
Vicia villosa ssp. *varia*	winter vetch	Invasive	
Viola douglasii	Douglas' violet	Native	moist grassy area on Big Hill
Xanthium strumarium	cocklebur	Native	creek near east boundary

(continued)

SCIENTIFIC NAME	COMMON NAME	Native	STATUS
Fish			
Gambusia sp.	mosquitofish	Invasive	NE stream below pond E of preserve; in pool with bullfrogs
unid. fish	unid. fish	?	larger species seen near NW corner
Amphibians			
Pseudacris regilla	Pacific treefrog	Native	adults heard and seen
Rana catesbiana	bullfrog	Invasive	NE stream below pond E of preserve; one small frog was captured to rule out *R. boylii.*
Repiles			
Sceloporus occidentalis	western fence lizard	Native	
Elgaria multicarinata	southern alligator lizard	Native	
Birds			
Cathartes aura	turkey vulture	Native	
Buteo jamaicensis	red-tailed hawk	Native	
Meleagris gallipavo	wild turkey	Invasive	
Calypte anna	Anna's hummingbird	Native	
Melanerpes formicivorous	acorn woodpecker	Native	
Picoides nuttallii	Nuttall's woodpecker	Native	
Sayornis nigricans	black phoebe	Native	
Empidonax difficilis	Pacific-slope flycatcher	Native	one early arrival calling along creek
Vireo huttoni	Hutton's vireo	Native	singing among the live oaks
Baeolophus inornatus	oak titmouse	Native	
Psaltriparus inornatus	bushtit	Native	
Sitta canadensis	white-breasted nuthatch	Native	
Troglodytes aedon	house wren	Native	
Thryomanes bewickii	Bewick's wren	Native	
Regulus calendula	ruby-crowned kinglet	Native	
Polioptila	blue-gray gnatcatcher	Native	one in BOW
Phainopepla nitens	phainopepla	Native	one male along NE creek
Vermivora celata	orange-crowned warbler	Native	several singing
Dendroica coronata	yellow-rumped warbler	Native	
Pipilo maculatus	spotted towhee	Native	
Aimophila ruficeps	rufous-crowned sparrow	Native	
Chondestes grammacus	lark sparrow	Native	
Zonotrichia leucophrys	white-crowned sparrow	Native	
Zonotrichia atricapilla	golden-crowned sparrow	Native	
Junco hyemalis	dark-eyed junco	Native	
Carduelis psaltria	lesser goldfinch	Native	
Carduelis tristis	American goldfinch	Native	

(continued)

SCIENTIFIC NAME	COMMON NAME	Native	STATUS
Mammals			
Canis latrans	coyote	Native	seen, scat
Sus scrofa	feral pig	Invasive	diggings
Odocoileus hemionus	black-tailed deer	Native	seen, tracks, scat
Sciurus griseus	western gray squirrel	Native	gnawed pine cones
Thomomys bottae	Botta's pocket gopher	Native	diggings
Other Animal Taxa			
freshwater clams		?	sandy deposits along stream; most eaten by mammal, possibly raccoon?

Attachment C. Photos

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Attachment E. Monitoring Instructions

Note: The monitoring instructions in this Report are for the purposes of PLT's perpetual obligation to protect the Conservation Values. These are included here for reference only. PLT's monitoring protocol for this Preserve is contained in the Management Plan.

Summary

Monitoring of this Preserve shall be done at least annually by PLT. Monitoring shall be more frequent during construction in the Homesite Reserve Area, during construction of the public trail, and at other times when warranted by conditions or activities on the Preserve. PLT will also allow the State of California to monitor the Preserve not less than once every three years to ensure that the purpose of the State of California's funding contribution is being carried out.

Monitoring will be challenging because the Preserve is large and steep, and the vegetation is often very dense. Monitors should protect against poison oak and sticker-producing grasses (which are abundant), watch out for rattlesnakes, and be prepared for physically demanding hiking on steep terrain, including traversing thick brush.

Geographic information systems (GIS) and hand-held geographic positioning system (GPS) units are recommended to aid in locating photo points. Digital, black/white, and color photography shall be used in monitoring, as well as textual notes. Aerial photographs may be used to document large-scale changes over time. If possible, a member from the previous year's monitoring visit(s) should attend the following year, to aid in locating points and providing a frame of reference.

Purposes

The purposes of monitoring the Preserve are, in order of importance:

1. To assure the Conservation Values are protected.
2. To prevent, document and/or correct any violations of the Easement.
3. To provide a record for legal defense of the Easement.
4. To build a rapport with the landowner.

Instructions

1. Schedule the monitoring visit and discuss the Easement and Conservation Values with the Landowner.
2. Review the Easement, Baseline Documentation, and the previous monitoring report.
3. Walk the boundaries of the Preserve.
4. Take photographs at the photo points.
5. Document current conditions.
6. Identify and document any possible violations.
7. Create a monitoring report, and send a copy to the Landowner.
8. Follow up with the Landowner to correct any Easement violations.

Attachment F. Placer Land Trust Board of Director's Resolution

Placer Land Trust Board of Directors' Resolution 04202006B

WHEREAS, Placer Land Trust's Project Selection Committee has favorably assessed the conservation values of the Freiheit Big Hill Property,

WHEREAS, Placer Land Trust has received funding pledges sufficient to protect and steward this property in perpetuity, and

WHEREAS, the Freiheit Big Hill Property is an ideal project for Placer Land Trust's Bear River Watershed Protection Program and is in keeping with the Trust's stated goals and mission;

NOW THEREFORE, Placer Land Trust authorizes its Executive Director to commission an appraisal, submit grant applications, and negotiate the acquisition of fee title or a conservation easement in order to permanently protect the Freiheit Big Hill Property, subject to due diligence, receipt of adequate funds, legal review, and approval of the final transaction by Placer Land Trust's Board of Directors.

Motion made by: Mara Bresnick Seconded by: Linda Raimondi

Ayes: 8

Nos: 0

Abstain: 0

Absent: 1

Approved and Adopted this 20th day of April, 2006, in accordance with Placer Land Trust's Bylaws.

Signed,

Mark Perry, Secretary
Placer Land Trust
11521 Blocker Drive, Suite 100
Auburn, CA 95603

Attachment D. Title Report

ENCLOSED ON THE FOLLOWING PAGES

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Signed,

Mark Perry, Secretary
Placer Land Trust
11521 Blocker Drive, Suite 100
Auburn, CA 95603

Project Name: Liberty Ranch

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
530-886-4900
Attention: Property Manager

PLACER, County Recorder
JIM MCCAULEY
DOC- 2012-0113579-00

TUESDAY, NOV 27, 2012 15:04:00
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02239604
clkd1mlfj1/JC/1-10

COUNTY OF PLACER

OFFER OF DEDICATION

MULTI-PURPOSE TRAIL EASEMENT

For the receipt of one dollar ($1.00) or other good and valuable consideration,
H. Robert Freiheit and Denise Ann Freiheit as Trustees of the Freedom Trust created May 25, 1994
the undersigned GRANTOR(S), hereby irrevocably offers for dedication to the **County of Placer, State of California,** an Easement for Multi-Purpose Trail purposes for non-motorized ingress and egress together with the right of construction, maintenance, and all appurtenances pertaining thereto upon, over, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

(See Attached Exhibits "A" & "B")

GRANTOR(S) – H. ROBERT FREIHEIT AND DENISE ANN FREIHEIT AS TRUSTEES OF THE FREEDOM TRUST CREATED MAY 25, 1994

Dated this 15 Day of November 2012,

H. Robert Freiheit Trustee
Sign name

H. Robert Freiheit, Trustee
Print name and title

Denise Ann Freiheit Trustee
Sign name

Denise Ann Freiheit, Trustee
Print name and title

See following page for Acknowledgement

ACKNOWLEDGEMENT

State of California
County of Placer

On November 15, 2012 before me, RB Ronnye A. Bechte, Notary Public
H. Robert Freiheit ~~and Denise Ann Freiheit~~ (name, title),
personally appeared H. Robert Freiheit and Denise Ann Freiheit
who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

R. BECHTEL
COMM. #1926641
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
My Commission Expires 02/25/2015

(Seal) Signature

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☐ CORPORATE OFFICER(S)
  TITLE(S)
  COMPANY
- ☐ PARTNER(S)
  PARTNERSHIP
- ☐ ATTORNEY-IN-FACT
  PRINCIPAL(S)
- ☐ TRUSTEE(S)
  TRUST
- ☐ OTHER
  TITLE(S)
  ENTITY(IES) REPRESENTATIVE

CONSENT TO RECORDATION:

The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B.

DATE

SIGN NAME

PRINT NAME AND TITLE

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20_____, from _____

To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002, and the Grantee consents to the recordation thereof by it's duly authorized agent.

DATE

SIGN NAME

PRINT NAME AND TITLE

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary R. Bechtel
Date Commission Expires 2-25-15 Commission # 1926641
County of Commission Placer Mfg. I.D. # CCS1
State of Commission California

11-27-12 Auburn, California
Date and Place

Signature (Firm name, if any)

EXHIBIT "A"

A portion of the property conveyed to Robert Freiheit and Denise Ann Freiheit, Trustees of the Freedom Trust created May 25, 1994 by that Grant Deed recorded as Document No. 2004-0110064, Official Records of Placer County, situated in the East Half of Section 11, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California, described as follows:

A Fifteen (15.00) foot wide strip of land, lying seven and a half (7.50) feet on each side of the following described centerline:

Beginning at a point on the West line of said Freiheit property, being a point on the North-South centerline of said Section 11 from which, the North Quarter Corner of said Section 11 bears North 00°41'57" West, 625.02 feet;

Thence from said Point of Beginning, leaving said West line, along the following one hundred nineteen (119) courses and distances:

1. South 59°26'58" East, 64.10 feet;
2. South 40°56'42" East, 79.83 feet;
3. South 71°00'39" East, 99.79 feet;
4. South 55°12'35" East, 118.46 feet;
5. South 12°28'58" East, 52.10 feet;
6. North 77°22'08" East, 44.40 feet;
7. South 68°31'39" East, 66.03 feet;
8. South 46°20'30" East, 64.99 feet;
9. South 34°36'31" East, 79.83 feet;
10. South 40°26'44" East, 186.83 feet;
11. South 53°57'10" East, 71.68 feet;
12. South 50°48'08" East, 470.86 feet;
13. South 47°43'33" East, 253.72 feet;
14. South 88°42'21" East, 89.17 feet;
15. South 37°06'05" East, 56.26 feet;
16. South 63°56'19" East, 65.26 feet;
17. South 40°59'06" East, 36.41 feet;
18. South 61°22'10" East, 24.35 feet;
19. South 76°46'38" East, 29.05 feet;
20. South 30°21'40" East, 77.88 feet;
21. South 02°27'43" East, 43.04 feet;
22. South 42°51'31" East, 88.35 feet;
23. North 83°09'45" East, 12.16 feet;
24. South 58°15'34" East, 59.64 feet;
25. North 70°14'37" East, 72.67 feet;
26. South 77°13'32" East, 83.33 feet;
27. South 51°35'09" East, 67.09 feet;

28. South 75°09'07" East, 19.72 feet;
29. North 39°34'50" East, 46.40 feet;
30. North 29°25'41" East, 59.90 feet;
31. North 78°13'12" East, 65.40 feet;
32. North 62°43'16" East, 108.82 feet;
33. North 49°41'12" East, 73.12 feet;
34. South 80°58'20" East, 53.48 feet;
35. South 12°08'35" West, 15.29 feet;
36. South 75°26'44" West, 78.98 feet;
37. South 35°28'10" West, 68.32 feet;
38. South 80°41'16" West, 95.66 feet;
39. South 17°19'28" West, 102.96 feet;
40. South 02°45'16" East, 52.80 feet;
41. South 22°12'53" East, 117.23 feet;
42. South 35°59'24" East, 75.62 feet;
43. South 08°19'16" East, 52.81 feet;
44. South 36°23'45" East, 100.74 feet;
45. South 42°54'38" East, 84.58 feet;
46. South 39°17'25" East, 215.59 feet;
47. South 21°40'38" East, 125.75 feet;
48. South 45°25'53" East, 44.43 feet;
49. South 08°44'17" East, 63.37 feet;
50. South 76°56'24" East, 28.56 feet;
51. South 13°08'47" East, 46.50 feet;
52. South 42°56'19" East, 38.36 feet;
53. South 11°48'39" East, 33.73 feet;
54. South 00°44'58" East, 75.39 feet;
55. South 31°18'43" East, 29.41 feet;
56. South 11°48'12" East, 32.05 feet;
57. South 45°01'17" East, 36.22 feet;
58. South 66°20'13" East, 74.55 feet;
59. South 55°10'55" East, 48.01 feet;
60. South 01°25'24" East, 88.02 feet;
61. South 14°16'25" East, 54.12 feet;
62. South 32°05'33" East, 70.91 feet;
63. South 02°02'50" West, 65.82 feet;
64. South 17°40'27" West, 25.16 feet;
65. South 17°10'45" East, 38.73 feet;
66. South 02°43'23" West, 74.98 feet;
67. South 03°40'19" East, 93.33 feet;
68. South 02°13'38" West, 93.62 feet;
69. South 06°45'52" West, 35.20 feet;

70. South 07°17'32" East, 60.20 feet;
71. South 12°23'47" West, 48.20 feet;
72. South 07°21'36" East, 39.00 feet;
73. South 17°47'48" West, 12.27 feet;
74. South 16°54'26" East, 34.81 feet;
75. South 00°23'51" West, 26.08 feet;
76. South 35°43'45" West, 31.82 feet;
77. South 15°31'11" West, 26.97 feet;
78. South 60°24'53" East, 20.60 feet;
79. South 06°02'30" East, 36.52 feet;
80. South 16°34'59" West, 47.09 feet;
81. North 25°37'42" West, 25.34 feet;
82. North 60°58'20" West, 35.80 feet;
83. South 32°05'54" West, 19.42 feet;
84. South 22°32'15" East, 79.02 feet;
85. South 22°17'58" East, 100.92 feet;
86. South 40°04'35" West, 21.84 feet;
87. North 54°01'19" West, 59.57 feet;
88. North 15°30'09" West, 35.15 feet;
89. North 41°48'55" West, 21.02 feet;
90. North 65°33'59" West, 64.99 feet;
91. South 02°19'08" East, 18.00 feet;
92. South 47°41'46" East, 18.45 feet;
93. North 87°29'14" East, 9.40 feet;
94. South 23°35'56" East, 36.79 feet;
95. North 51°14'00" East, 17.39 feet;
96. South 12°21'54" East, 140.89 feet;
97. South 21°42'19" East, 75.51 feet;
98. South 33°19'01" East, 31.16 feet;
99. South 01°10'40" East, 39.55 feet;
100. South 43°59'16" East, 37.16 feet;
101. South 00°31'22" East, 31.84 feet;
102. South 31°47'38" West, 13.51 feet;
103. South 05°19'32" West, 14.07 feet;
104. South 08°17'54" East, 25.72 feet;
105. South 02°26'04" West, 19.87 feet;
106. South 40°20'06" West, 10.83 feet;
107. South 09°08'36" East, 27.27 feet;
108. South 15°33'46" West, 82.21 feet;
109. South 20°23'19" East, 71.38 feet;
110. South 12°43'39" West, 40.22 feet;
111. South 19°51'01" East, 17.22 feet;

112. South 01°36'04" East, 56.97 feet;
113. South 02°55'14" East, 42.10 feet;
114. South 36°50'17" West, 21.08 feet;
115. South 01°12'10" East, 39.71 feet;
116. South 15°43'10" East, 53.33 feet;
117. South 00°00'13" East, 43.59 feet;
118. South 07°46'06" West, 65.86 feet; and
119. South 08°01'10" East, 59.58 feet to a point on the south line of said Freiheit property, being the south line of said Section 11, from which, the southeast corner of said Section 11 bears North 89°40'33" East, 16.37 feet.

The sidelines of said strip are to be prolonged or shortened to terminate westerly on the West line of said Freiheit property, and to terminate southerly on the South line of said Freiheit property.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: OCTOBER 18, 2012

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-2013
STATE OF CALIFORNIA

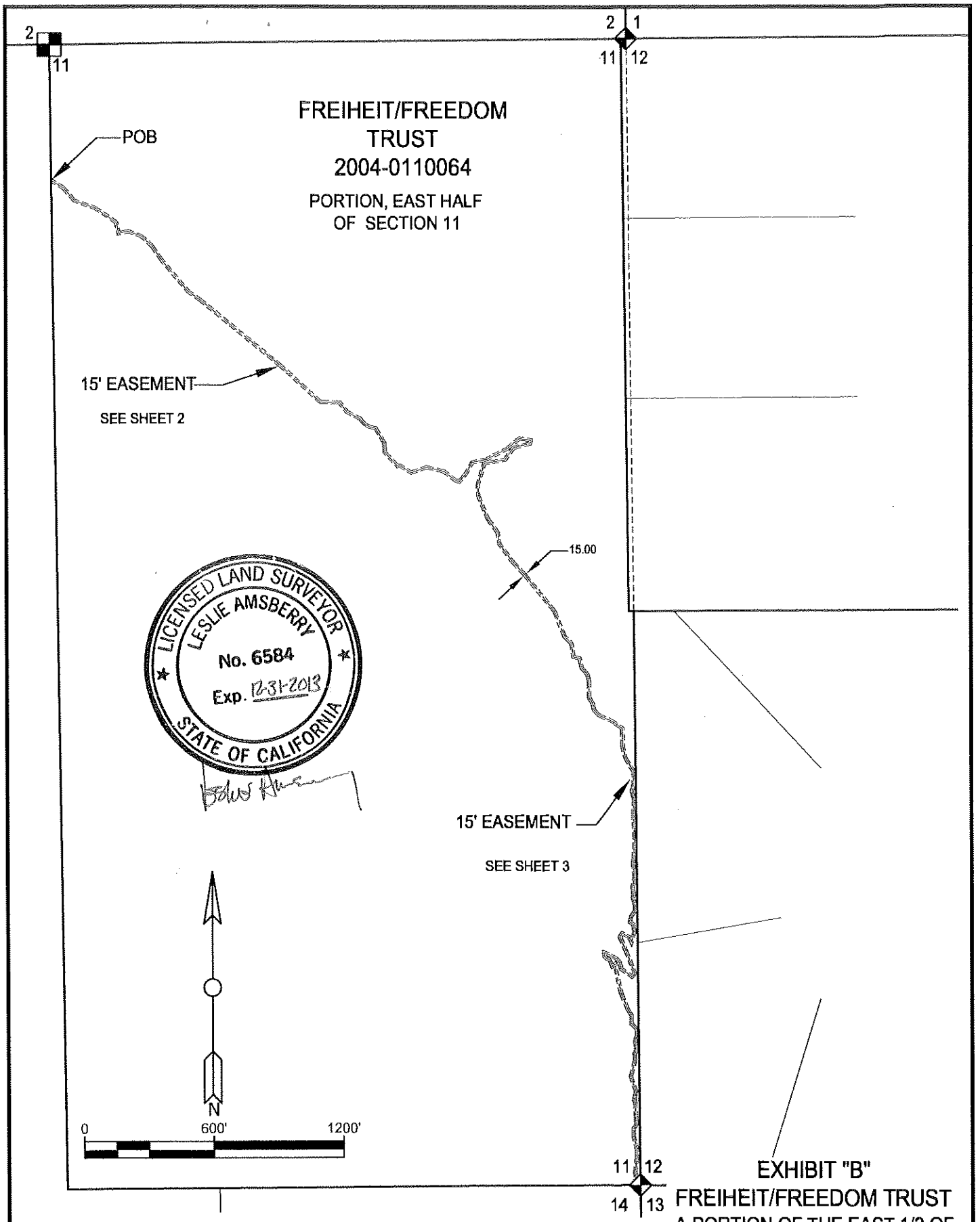


EXHIBIT "B"
FREIHEIT/FREEDOM TRUST
A PORTION OF THE EAST 1/2 OF
SECTION 11, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA

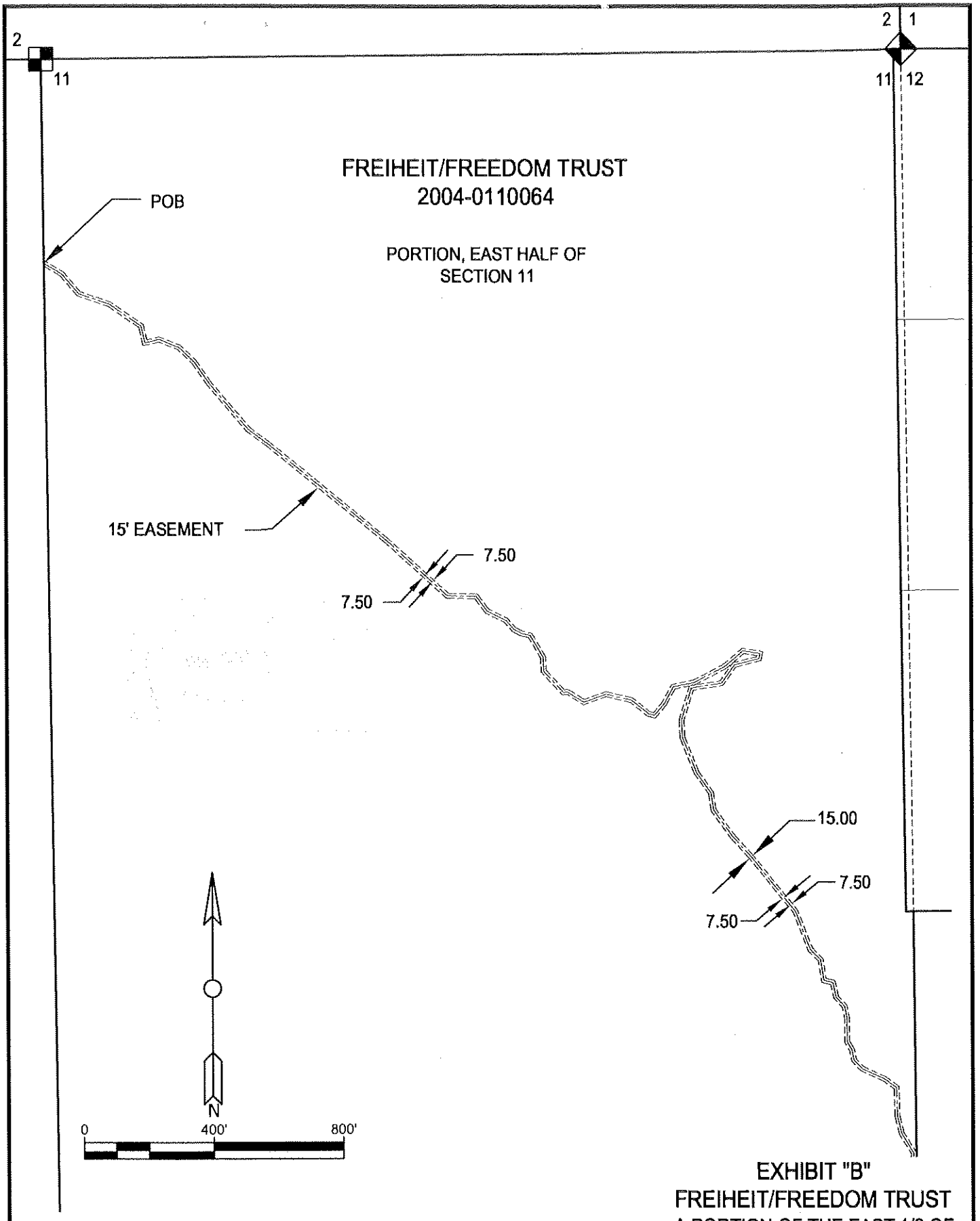


EXHIBIT "B"
FREIHEIT/FREEDOM TRUST
A PORTION OF THE EAST 1/2 OF
SECTION 11, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA

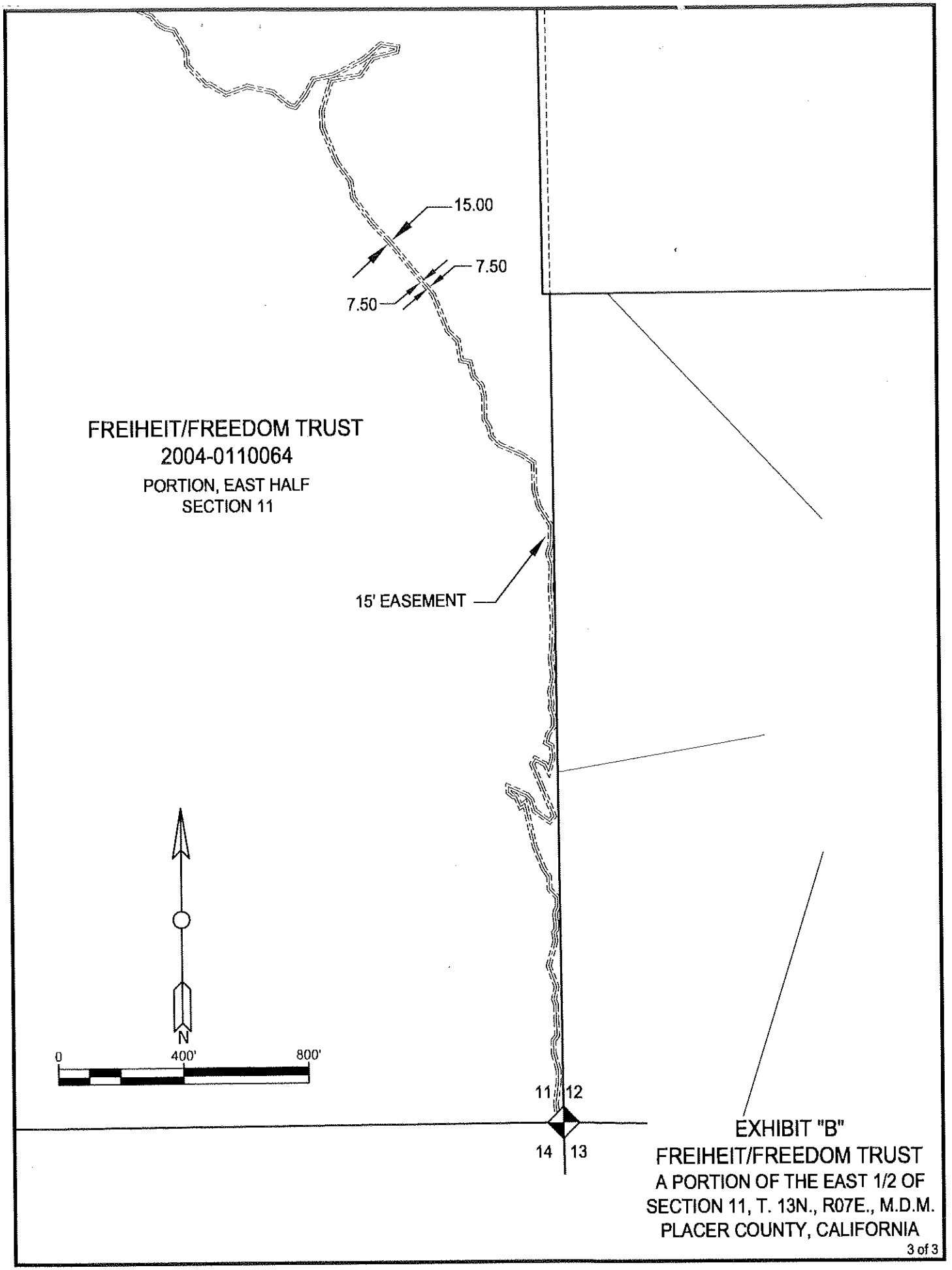


EXHIBIT "B"
FREIHEIT/FREEDOM TRUST
A PORTION OF THE EAST 1/2 OF
SECTION 11, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA

ACCEPTANCE

This is to certify that the interest in real property described in this Offer of Dedication for a Multi-Purpose Trail Easement is hereby accepted on behalf of the public by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to the authority conferred by Resolution No. 2007-83 as approved by the County Board of Supervisors on March 20, 2007, and the Grantee consents to the recordation thereof by its duly authorized agent.

Signature

Dated 11/26/12

James Durfee
Director of Facility Services

10

(3)

RECORDING REQUESTED BY
PLACER TITLE COMPANY

Project Name: Johnston Property

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
530-886-4900
Attention: Property Manager

PLACER, County Recorder
JIM MCCAULEY
DOC- 2012-0074901-00
PLACER TITLE - RECORDING
FRIDAY, AUG 17, 2012 9:23:42

MIC	$0.00	AUT	$0.00	SBS	$0.00
ERD	$0.00	RED	$0.00	*	$0.00
ADD	$0.00				

Ttl Pd $0.00 Rcpt # 02215644
clkdlmlfj1/GV/1-6

COUNTY OF PLACER

OFFER OF DEDICATION

MULTI-PURPOSE TRAIL EASEMENT

For the receipt of one dollar ($1.00) or other good and valuable consideration,

Placer Land Trust, a California non-profit public benefit corporation

the undersigned GRANTOR(S), hereby irrevocably offers for dedication to the County of Placer, State of California, an Easement for Multi-Purpose Trail purposes for non-motorized ingress and egress together with the right of construction, maintenance, and all appurtenances pertaining thereto upon, over, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

(See Attached Exhibits "A" & "B")

Dated this 26 Day of June, 2012,

GRANTOR(S) : PLACER LAND TRUST
a CA non-profit public benefit corporation

Sign name

Fred Yeager, President
Print name and title

Sign name

Gregg McKenzie, Treasurer
Print name and title

See following page for Acknowledgement

Revised 3/09

W

ACKNOWLEDGEMENT

State of California }
County of Placer }

On 6/25/12 before me, Nancy L Koschyk Notary (name, title), personally appeared Frederic Kayes Geiger who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NANCY L. KOSCHYK
COMM. # 1855052
NOTARY PUBLIC-CALIFORNIA
PLACER COUNTY
MY COMM. EXP. JUN. 21, 2013

(Seal)

Signature

CAPACITY CLAIMED BY SIGNER

- ☑ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☐ CORPORATE OFFICER(S)
  - TITLE(S)
  - COMPANY
- ☐ PARTNER(S)
  - PARTNERSHIP
- ☐ ATTORNEY-IN-FACT
  - PRINCIPAL(S)
- ☐ TRUSTEE(S)
  - TRUST
- ☐ OTHER
  - TITLE(S)
  - ENTITY(IES) REPRESENTATIVE

CONSENT TO RECORDATION:

The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B.

DATE _____ SIGN NAME _____

PRINT NAME AND TITLE _____

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20_____, from _____

To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002, and the Grantee consents to the recordation thereof by it's duly authorized agent.

DATE _____ SIGN NAME _____

PRINT NAME AND TITLE _____

NANCY L. KOSCHYK
COMM. # 1855052
NOTARY PUBLIC-CALIFORNIA
PLACER COUNTY
MY COMM. EXP. JUN. 21, 2013

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)

)ss.

County of PLACER)

On JULY 27, 2012, before me, DEBORAH K. YUE, Notary Public, personally appeared GREGG A. MCKENZIE, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah K Yue (Seal)

DEBORAH K. YUE

DEBORAH K. YUE
COMM. # 1859964
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. AUG. 30, 2013

EXHIBIT "A"

A portion of the property conveyed to Johnston and Boyd by that Grant Deed recorded as Document No. 2012-0026045, Official Records of Placer County, situated in Section 11, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California, more particularly described as follows:

A one hundred (100.00) foot wide strip of land lying fifty (50.00) feet on each side of the following described centerline:

Beginning at a point on the North line of said Section 11, from which, the North Quarter Corner of said Section 11 bears North 89°49'32" East, 835.64 feet;

Thence from said Point of Beginning, leaving said Northerly line, along the following four (4) courses and distances:

1. South 58°09'20" East, 461.38 feet;
2. South 46°12'22" East, 350.00 feet;
3. South 62°42'24"East, 198.37 feet; and
4. South 42°32'26" East, 32.74 feet to a point on the east boundary of said Johnston property, being the East line of the East Half of the Northwest Quarter of said Section 11, from which said North Quarter corner bears North 00°41'57" West, 603.33 feet.

The sidelines of said strip are to be prolonged or shortened to terminate Northerly on the North line of said Section 11 and to terminate easterly on the East line of the East Half of the Northwest Quarter of said Section 11.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 5-29-2012

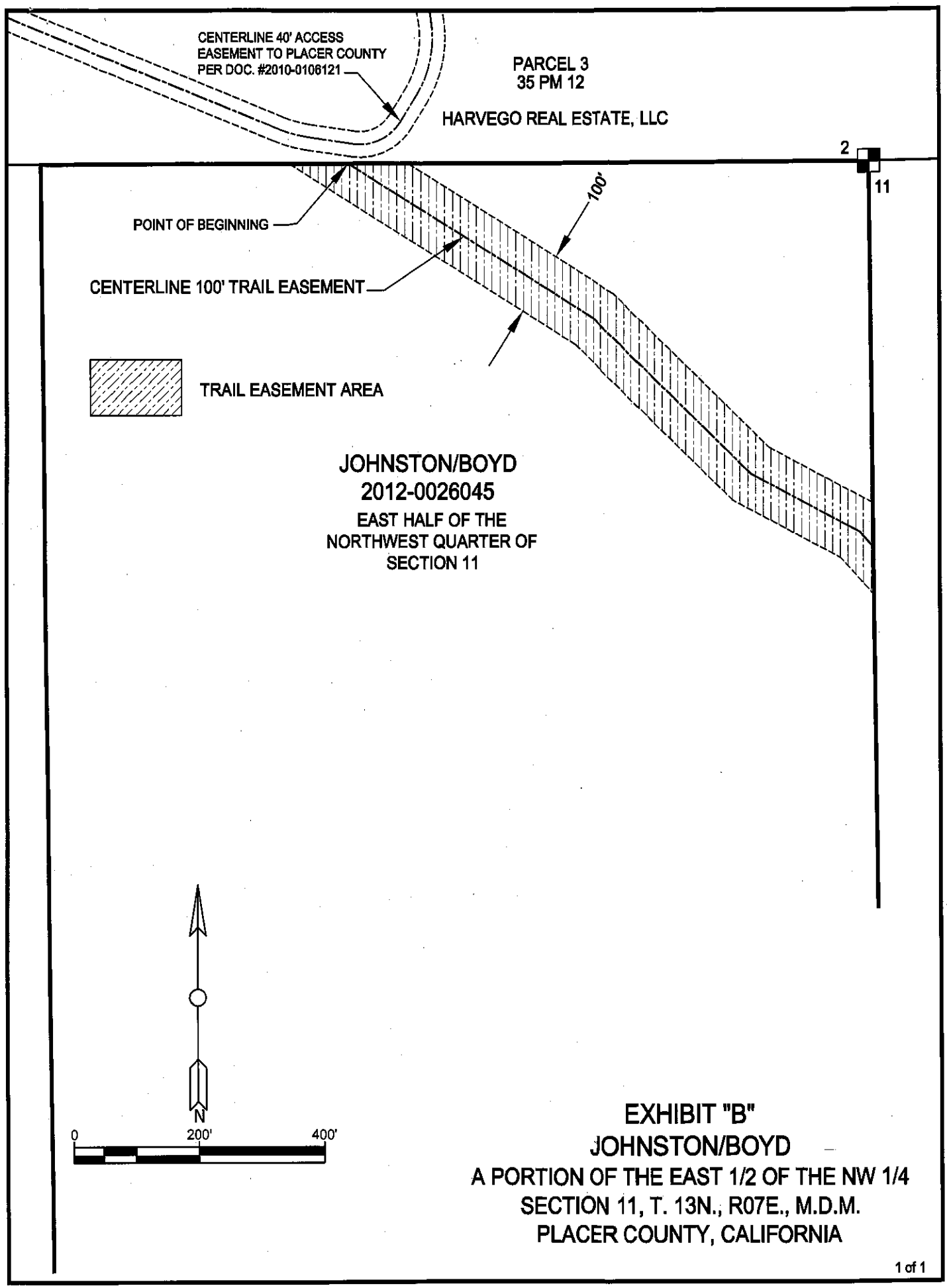


EXHIBIT "B"
JOHNSTON/BOYD
A PORTION OF THE EAST 1/2 OF THE NW 1/4
SECTION 11, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA

5

ACCEPTANCE

This is to certify that the interest in real property described in this Offer of Dedication for a Multi-Purpose Trail Easement is hereby accepted on behalf of the public by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to the authority conferred by Resolution No. 2012-147 as approved by the County Board of Supervisors on June 19, 2012, and the Grantee consents to the recordation thereof by its duly authorized agent.

Signature

Dated JD ~~7/5/12~~ 7/3/12

James Durfee
Director of Facility Services

RECORDING REQUESTED
BY
PLACER TITLE COMPANY
Project Name: Harvego Trail Connector

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
(530) 886-4900
Attn: Property Manager

PLACER, County Recorder
JIM MCCAULEY
DOC- 2012-0074900-00
PLACER TITLE - RECORDING
FRIDAY, AUG 17, 2012 9:23:41
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02215644
clkdlmlfj1/GV/1-6

COUNTY OF PLACER

OFFER OF DEDICATION

TRAIL EASEMENT

For the receipt of one dollar ($1.00) or other good and valuable consideration, **Harvego Real Estate, LLC, a California Limited Liability Company ("Grantor"), hereby irrevocably offers for dedication to the County of Placer, State of California ("Grantee"),** a non-exclusive one hundred eighty-eight (188) foot wide trail easement for ingress and egress, and non-motorized access for the general public, together with the right of construction, maintenance, and, as legally described in Exhibits A and B, attached.

The location of a fifteen (15) foot wide trail within the one hundred eighty-eight (188) foot wide easement area shall be more particularly located on the ground over reasonable terrain by the Grantee, subject to the consent of the Grantor whose consent will not be unreasonably withheld. By accepting this instrument, Grantee acknowledges its obligation to quitclaim to the Grantor all but a fifteen (15) foot width of this easement once the trail is located and described, but no later than three (3) years from recordation of this instrument. The maintenance and improvement of such trail and trail easement shall be the responsibility of Grantee and its successors and assigns.

Any and all interest in the property conveyed by Grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the Grantor.

Dated this 7th day of August, 2012

GRANTOR – Harvego Real Estate, LLC

Lloyd H. Harvego
Sign name

Lloyd H. Harvego, Manager of Harvego Enterprises, LLC
Harvego Enterprises, LLC, Manager of Harvego Real Estate, LLC

See following page for Acknowledgement

ACKNOWLEDGEMENT

State of California

County of Placer Sacramento

On 8-7-12 before me,

Newton Li Notary Public (name, title),

personally appeared Lloyd H Harvego

who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NEWTON LI
COMM. # 1841126
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES MARCH 20, 2013

(Seal)

Signature

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☐ CORPORATE OFFICER(S)

TITLE(S)

COMPANY

- ☐ PARTNER(S)

PARTNERSHIP

- ☐ ATTORNEY-IN-FACT

PRINCIPAL(S)

- ☐ TRUSTEE(S)

TRUST

- ☐ OTHER

TITLE(S)

ENTITY(IES) REPRESENTATIVE

CONSENT TO RECORDATION:

The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, hut reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B and Resolution 2012-147.

DATE

SIGN NAME

PRINT NAME AND TITLE

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the Offer of Dedication Trail Easement dated_____, 20_____, from Harvego Real Estate, LLC a California Limited Liability Company

To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002 and Resolution 2012-147, and the Grantee consents to the recordation thereof by it's duly authorized agent.

DATE

SIGN NAME

PRINT NAME AND TITLE

EXHIBIT "A"

A portion of Parcel 3 as shown on that map filed in Book 35 of Parcel Maps, at Page 12, Official Records of Placer County, situated in Section 2, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California, more particularly described as follows:

A one hundred and eighty eight (188.00) foot wide strip of land lying ninety four (94.00) feet on each side of the following described centerline:

Beginning at a point on the South boundary of said Parcel 3, being the South line of said Section 2, from which, the South Quarter Corner of said Section 2 bears North 89°49'29" East, 835.64';

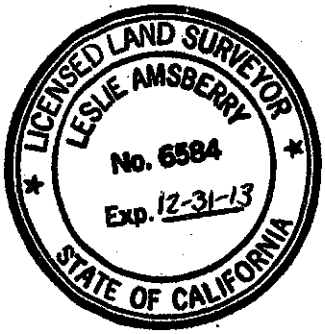
Thence from said Point of Beginning, leaving said southerly line, North 00°10'31" West, 32.65' more or less to a point on the centerline of that certain 40' ingress, egress and utility easement (Easement 3) of that Reciprocal Easement Agreement described in Document No. 2010-0106119, Official Records of Placer County.

The sidelines of said strip are to be prolonged or shortened to terminate southerly on the South boundary of said Parcel 3 and to terminate northerly on the southerly line of said 40' easement.

End of description

Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603



Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 7-18-2012

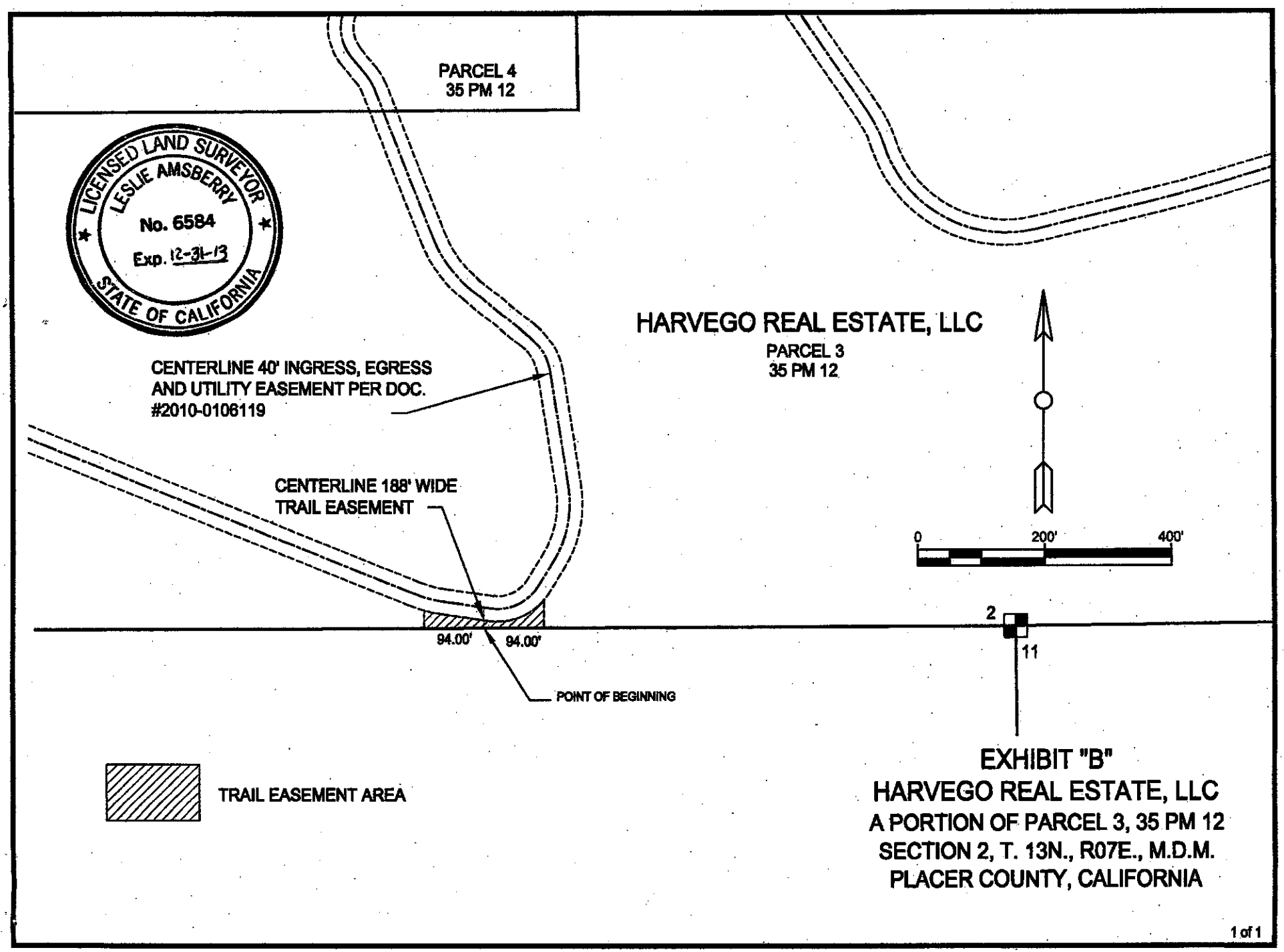


EXHIBIT "B"
HARVEGO REAL ESTATE, LLC
A PORTION OF PARCEL 3, 35 PM 12
SECTION 2, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA

ACCEPTANCE

This is to certify that the interest in real property described in this Offer of Dedication for a Multi-Purpose Trail Easement is hereby accepted on behalf of the public by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to the authority conferred by Resolution No. 2012-147 as approved by the County Board of Supervisors on June 19, 2012, and the Grantee consents to the recordation thereof by its duly authorized agent.

Signature

Dated 8/16/12

James Durfee
Director of Facility Services

(6)

RECORDING REQUESTED
BY
PLACER TITLE COMPANY

Recording Requested by
And When Recorded Return to

Placer County
Department of Facility Services
11476 C Avenue
Auburn, CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2012-0074904-00
PLACER TITLE - RECORDING
FRIDAY, AUG 17, 2012 9:23:45

MIC	$0.00	AUT	$0.00	SBS	$0.00
ERD	$0.00	RED	$0.00	*	$0.00
ADD	$0.00				

Ttl Pd $0.00 Rcpt # 02215644
clkdlmlfj1/GV/1-12

APN 026-061-055-000

FUNDING AND EASEMENT AGREEMENT
Johnston Property

This FUNDING AND EASEMENT AGREEMENT ("Agreement") is made and entered into the 26 th day of June, 2012 by and between the County of Placer, a political subdivision of the State of California ("County") and the Placer Land Trust, a California non-profit public benefit corporation ("PLT").

WHEREAS, PLT is, or soon will be, the owner in fee title of that certain real property in Placer County, California, commonly known as the "Johnston Property", consisting of approximately 80 acres, as more particularly described on the attached Exhibit A (the "Property").

WHEREAS, PLT is purchasing the Property for the purposes of preserving open space and conservation values and further pursuant to conditions of grant monies from, among others, the California Department of Transportation Environmental Enhancement & Mitigation Program (hereafter, the "Preservation and Conservation Values").

WHEREAS, the County wishes to contribute funds in the amount of $125,000.00 (hereafter the "County Contribution") to support PLT's purchase of the Property, in consideration for PLT's commitment to maintain the Preservation and Conservation Values, and in consideration of PLT's commitment to grant to the County certain trail rights as described herein.

WHEREAS, the parties wish to memorialize their agreement regarding the County Contribution.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. County Contribution. County agrees to deposit into escrow opened at Placer Title Company, Escrow Order Number 102-36699, Attn.: Debbie Yue, Escrow Officer, Placer Title Company, 193 Fulweiler Avenue, Auburn, CA 95603, Telephone Number (530) 885-7722, Facsimile (530) 885-1592 ("Escrow Holder"),

within five (5) working days following the Effective Date of the Agreement, or by such later date as PLT may direct, the amount of One Hundred Twenty-Five Thousand Dollars ($125,000.00).

PLT agrees to use the County Contribution towards the fee title purchase price of the Property. If the Property does not close escrow resulting in fee title ownership by PLT within sixty (60) days following the Effective Date of the Agreement, PLT shall direct the Escrow Holder to return the County Contribution to the County.

2. Acknowledgement of County Contribution. PLT agrees to acknowledge in general terms as appropriate the County Contribution on the primary Property sign(s). PLT Agrees to acknowledge in general terms as appropriate the County Contribution and solicit input from the County for relevant promotional materials or other literature PLT may produce relating to the Property.

3. Preservation and Conservation Values; Assignment. The parties acknowledge that the County Contribution is made in material reliance on the perpetual management of the Property for the purposes stated herein and that the Preservation and Conservation Values will be performed and managed by a qualified organization. The parties further agree that the Property may be assigned, sold, transferred, exchanged or otherwise conveyed by PLT only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold fee title for the conservation purposes set forth under California Civil Code Sections 815 through 816, inclusive, (or any successor provision then applicable) or the laws of the United States. Such qualified organization must be willing and financially able to assume all of the obligations and responsibilities of PLT. As a condition of such transfer, the successor grantee shall require that the Preservation and Conservation Values that this Agreement is intended to advance continue to be carried out. To the extent possible under the circumstances of the transfer, PLT will give County at least sixty (60) days written notice prior to the date of transfer. The failure of PLT to give such notice shall not affect the validity of an otherwise permissible Property transfer, nor shall it impair the validity of this Agreement or limit its enforceability in any way. County shall approve the transfer of the Property to a qualified organization, which consent shall not be unreasonably withheld.

4. Trails. The parties agree and acknowledge that as a material inducement to County's contribution, PLT shall grant or cause to be granted, to County easement rights to construct, operate and assume responsibility for a non-motorized multi-use trail on the Property (the Johnston Trail) as well as access from the Johnston Trail to the existing public road easement on the adjacent real property commonly known as "Bruin Ranch Phase 2" (Trail Connector). Both easement locations are generally depicted on the attached Exhibit B.

Therefore, PLT shall deposit or cause to be deposited into escrow and instruct the Escrow Holder to cause the following documents to be recorded in the Official Records of Placer County upon close of escrow of the purchase of the Property by PLT:

a. Johnston Trail Easement - A fully executed Irrevocable Offer of Dedication(s) or other such recordable instrument(s) providing County rights to the multi-use trail easement over the Property in the location as depicted in a form approved by the County.

b. Trail Connector - A fully executed multi-use trail easement or other such recordable instrument(s), in a form approved by County providing access to that certain Easement #3 that was assigned to the County pursuant to the Assignment of Easement recorded on December 21, 2010 in the Official Records of Placer County as Document No. 2010-006121-00, ("Easement #3") .

    1) In exchange for the Trail Connector as described in Section 4.b., the County agrees to proceed with an abandonment of that certain Easement #4 that was assigned to the County pursuant to the Assignments of Easement recorded on December 21, 2010, in the Official Records of Placer County as Documents No. 2010-0106122-00 ("Easement #4"). The abandonment of Easement #4 shall be recorded concurrently with the recordation and acceptance by County of the Trail Connector.

5. No County Obligation Prior to Trail System. With the exception of the Irrevocable Offer of Dedication for the multi-use trail easement that will be granted to the County upon close of escrow for the purchase of the Property by PLT, the parties agree and acknowledge that by making the County Contribution, the County assumes no stewardship, management, or liability obligation with regards to any portion of the Property at this time. Any such County stewardship, management, and / or liability obligations shall exist only after the County accepts the Trail Easement as described in Section 4 herein.

6. Binding on Successors; Future Cooperation. This Agreement shall be binding on the parties hereto and their respective successors, heirs and assigns. This Agreement shall run with the Property and serve as an equitable servitude thereon. PLT consents to the recordation of this Agreement in the Official Records of Placer County. The parties further agree and acknowledge that their respective obligations and the mutual goals of the parties hereunder are dependent on the mutual cooperation and good faith efforts of the County and PLT. The parties therefore agree to execute such additional documents and take such other actions as may be reasonable and necessary to carry out the purposes of this Agreement.

7. Property Access by County. Upon receipt of written notice, PLT shall provide the County reasonable access to the Property to assess compliance with the terms, covenants, and conditions of this Agreement.

8. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties agree that this Agreement shall be governed by and interpreted in accordance with laws of the State of California. Initial venue for any dispute shall be the Superior Court for the State of California, Placer County. The parties hereby waive any federal court removal and / or original jurisdiction rights that they may have.

9. Notices.

   a. "Notice" means any notice, demand, request or other communication or document to be provided under this Agreement to a PARTY to this Agreement.

   b. The Notice shall be in writing and shall be given to the PARTY at its address or facsimile number set forth below, or such other address or facsimile number as the PARTY may later specify for that purpose by Notice to the other PARTY. Each Notice shall, for all purposes, be deemed given and received:

      1. If given by facsimile, when the facsimile is transmitted to the PARTY's facsimile number specified below and confirmation of complete receipt is received by the transmitting PARTY during normal business hours or on the next business day if not confirmed during normal business hours;

      2. If hand-delivered to a PARTY against receipted copy, when the copy of Notice is receipted;

      3. If given by a nationally-recognized and reputable overnight delivery service, the day on which the Notice is actually received by the PARTY; or

      4. If given by any other means, or if given by certified mail, return receipt requested, postage prepaid, two business days after it is posted with the United States Postal Service, at the address of the PARTY specified below:

         If to PLT:

         Placer Land Trust
         11661 Blocker Drive, Suite 110
         Auburn, CA 95603
         Telephone No. (530) 887-9222
         Facsimile No. (530) 888-7720

If to the COUNTY:

County of Placer
Department of Facility Services
Mailing Address: 11476 C Avenue
Physical Address: 2855 2nd Street
Auburn, CA 95603
Attn: Property Manager
Facsimile No. (530) 886-4964

Copies on any Notice to COUNTY shall also be sent to:

County of Placer
Office of County Counsel
Attention: Rob Sandman
175 Fulweiler Avenue
Auburn, CA 95603
Facsimile No. (530) 889-4069

c. If any Notice is sent by facsimile, the transmitting PARTY as a courtesy may send a duplicate copy of the Notice to the other PARTY by regular mail. In all events, however, any Notice sent by facsimile transmission shall govern all matters dealing with delivery of the Notice, including the date on which the Notice is deemed to have been received by the other PARTY.

d. The provisions above governing the date on which a Notice is deemed to have been received by a PARTY to this Agreement shall mean and refer to the date on which a PARTY to this Agreement, and not its counsel or other recipient, to which a copy of the Notice may be sent, is deemed to have received the Notice.

e. If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement. The contrary notwithstanding, any Notice given to either PARTY in a manner other than that provided in this Agreement that is actually received by the noticed PARTY, shall be effective with respect to such PARTY on receipt of the Notice.

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

COUNTY: COUNTY OF PLACER

By: _____ 6/26/12
James Durfee
Director of Facility Services
Date

Approved As to Form:

By: _____ 6/26/12
County Counsel
Date

PLT: PLACER LAND TRUST

By: _____ 6-26-2012
Fred Yeager
President
Date

By: _____
Gregg McKenzie
Treasurer
Date 6/25/12

NOTARIAL ACKNOWLEDGEMENTS ON FOLLOWING PAGES

LEGAL DESCRIPTION

EXHIBIT A

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE (MBR 10226A):

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 7 EAST, MDB&M.

SAID LAND BEING SHOWN AND DESIGNATED "MBR 10226A" IN THAT CERTAIN RESOLUTION TO APPROVE A MINOR BOUNDARY ADJUSTMENT RECORDED MARCH 24, 1995, AS INSTRUMENT NO. 95-014535, OFFICIAL RECORDS.

APN 026-061-055

PARCEL TWO:

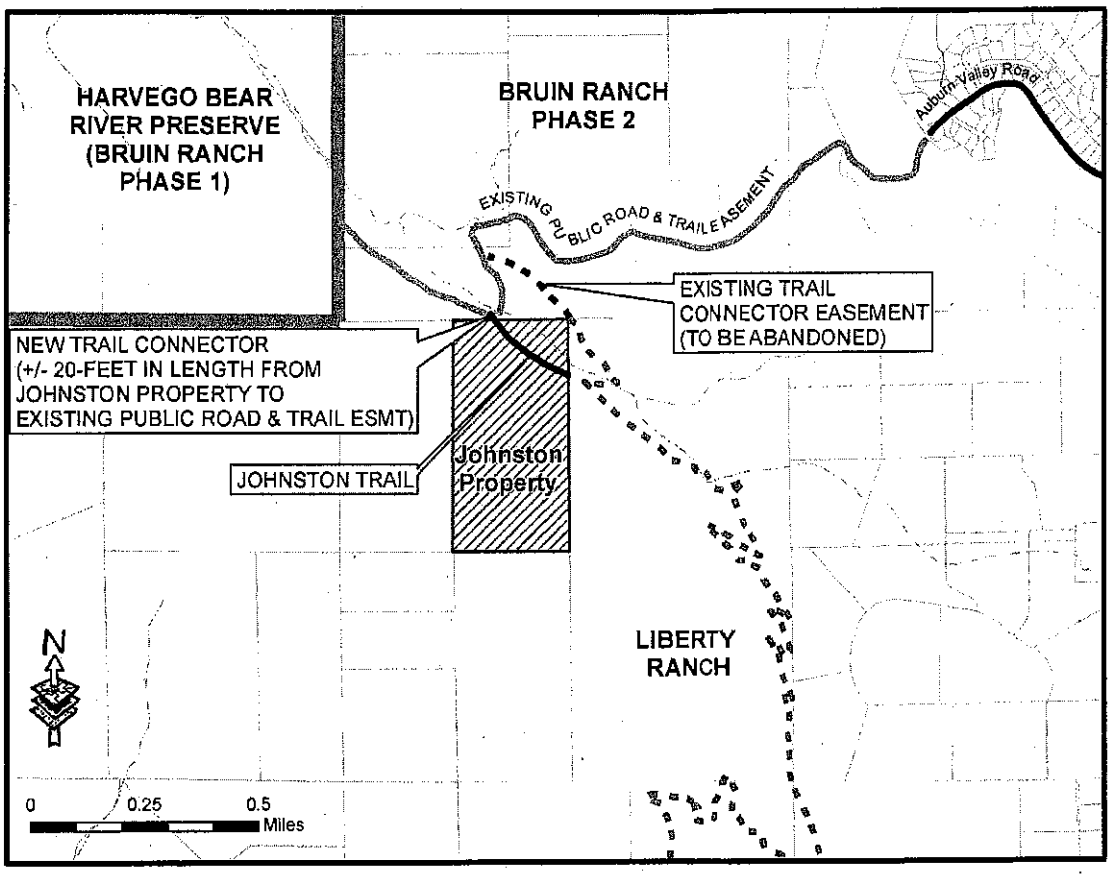
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS 50 FEET IN WIDTH, LOCATION SUBJECT TO CHANGE AS DISCLOSED IN RIGHT OF WAY EASEMENT RECORDED FEBRUARY 3, 1977 IN BOOK 1806, AT PAGE 243, OFFICIAL RECORDS OF PLACER COUNTY.

PARCEL THREE:

A NON –EXCLUSIVE EASEMENT 50 FEET IN WIDTH, FOR INGRESS AND EGRESS AS DISCLOSED IN GRANT DEED RECORDED MARCH 24, 1995, INSTRUMENT NO. 95-014536, RECORDS OF PLACER COUNTY.

EXHIBIT B

Trail Easement Area



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On 6/25/2012 (Date) before me, Nancy L Koschyk Notary (Here Insert Name and Title of the Officer),

personally appeared Frederic Koges Yeager (Name(s) of Signer(s))

Greg Anthony McKenzie,

who 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.

NANCY L. KOSCHYK
COMM. # 1855052
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. JUN. 21, 2013

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [signature] (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Funding & Easement Agreement

Document Date: 6/25/12 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

CERTIFICATE OF ILLEGIBILITY

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Shawna Lee Howard

Date Commission Expires: April 2, 2014

Commission Number: 1884867

County of Commission: Placer

State of Commission: California

Manufacturer ID Number: NR01

Place of Execution: Auburn, CA

Signature: Shawna Howard Date: August 16, 2012

Firm Name: _____

12

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 102-36699-DY

AND WHEN RECORDED MAIL TO

PLACER LAND TRUST
11661 BLOCKER DRIVE, STE 110
AUBURN, CA 95603

PLACER, County Recorder
JIM MCCAULEY
DOC- 2012-0074899-00
PLACER TITLE - RECORDING
FRIDAY, AUG 17, 2012 9:23:40

MIC	$3.00	AUT	$3.00	SBS	$2.00
ERD	$1.00	RED	$1.00	REC	$11.00
ADD	$0.00	UNI	$522.50		

Ttl Pd $543.50 Rcpt # 02215644
clkdlmlfj1/GV/1-3

A.P.N.: 026-061-055

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is $522.50 City Transfer Tax: $0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **WILLIAM L JOHNSTON AND ELVIRA JOHNSTON , AS JOINT TENANTS AS TO A 50% INTEREST AND HUSBAND AND WIFE AND JOHN BOYD AND LUGENE BALDWIN BOYD , HUSBAND AND WIFE, AS JOINT TENANTS AS TO A 50% INTEREST, AS TENANTS IN COMMON**

Hereby GRANT(S) to **PLACER LAND TRUST A NONPROFIT PUBLIC BENEFIT CORPORATION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: May 09, 2012

By: _____
WILLIAM L JOHNSTON

By: _____
ELVIRA JOHNSTON

By: _____
JOHN BOYD

By: _____
LUGENE BALDWIN BOYD

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name | Street Address | City & State

slrpkg.doc

STATE OF CALIFORNIA
COUNTY OF Nevada

On May 14, 2012 before me, Meridith Hagel, Notary Public,

personally appeared William L. Johnston, Elvira Johnston, John Boyd and Eugene Baldwin Boyd,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Meridith Hagel
Commission Expiration Date: 1-1-13

MERIDITH HAGEL
Commission # 1826403
Notary Public - California
Nevada County
My Comm. Expires Jan 1, 2013

NNA1 NNA1

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name | Street Address | City & State

slrpkg.doc

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE (MBR 10226A):

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 7 EAST, MDB&M.

SAID LAND BEING SHOWN AND DESIGNATED %22MBR 10226A%22 IN THAT CERTAIN RESOLUTION TO APPROVE A MINOR BOUNDARY ADJUSTMENT RECORDED MARCH 24, 1995 AS INSTRUMENT NO. 95-014535, OFFICIAL RECORDS.

APN: 026-061-055

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS 50 FEET IN WIDTH, LOCATION SUBJECT TO CHANGE AS DISCLOSED IN RIGHT OF WAY EASEMENT RECORDED FEBRUARY 3, 1977 IN BOOK 1806, AT PAGE 243, OFFICIAL RECORDS OF PLACER COUNTY.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT 50 FEET IN WIDTH, FOR INGRESS AND EGRESS AS DISCLOSED IN GRANT DEED RECORDED MARCH 24,1995, INSTRUMENT NO. 95-014536,RECORDS OF PLACER COUNTY.

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 110-9076-

AND WHEN RECORDED MAIL TO

COUNTY OF PLACER, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA
11476 C Avenue
Auburn CA 95603

CERTIFIED TO BE A TRUE
AND CORRECT COPY OF
Document Recorded 8/16/16
Series # 2016 - 0067595
PLACER TITLE COMPANY
By

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is $412.50 City Transfer Tax: $0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RONALD J. SPEARS AND COLLEEN A. LEAHY , HUSBAND AND WIFE, AS JOINT TENANTS**

Hereby GRANT(S) to **COUNTY OF PLACER, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State

SIGNATURE PAGE TO GRANT DEED

Dated: July 18, 2016

By: _____
RONALD J. SPEARS

By: _____
COLLEEN A. LEAHY

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF PLACER

On July 29, 2016 before me, T. C. MURPHY, Notary Public, personally appeared Ronald J. Spears and Colleen A. Leahy,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:
Commission Expiration Date: Sept. 21, 2019

MGC1 T. C. MURPHY COMM. # 2124898 NOTARY PUBLIC - CALIFORNIA PLACER COUNTY COMM. EXPIRES SEPT. 21, 2019 MGC1

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name	Street Address	City & State

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 13 NORTH, RANGE 7 EAST MDM, PLACER COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 17 BEARS SOUTH 89° 59'26" EAST A DISTANCE OF 1, 335.40 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 00° 44'26" WEST A DISTANCE OF 1310.39 FEET; THENCE SOUTH 89° 44'55" WEST A DISTANCE OF 1312.53 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00° 15'31" WEST A DISTANCE OF 1,316.28 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 59'26" EAST A DISTANCE OF 1,355.39 FEET TO THE POINT OF BEGINNING, FURTHER DESCRIBED AS RESULTANT EXHIBIT "A" OF MINOR BOUNDARY LINE ADJUSTMENT FILE NO. MBR-11258, RECORDED DECEMBER 23, 2003 AS INSTRUMENT NO. 2003-0210565, OFFICIAL RECORDS.

A.P.N. 026-072-084 AND 026-072-85

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A Resolution authorizing the Director of Public Works and Facilities, or designee, to execute an Agreement of Purchase and Sale to purchase 39.7 acres of property from Ronald J. Spears and Colleen J. Leahy

Resol. No: 2016-030

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held February 9, 2016, by the following vote on roll call:

Ayes: DURAN, HOLMES, UHLER, MONTGOMERY, WEYGANDT

Noes: NONE

Absent: NONE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE ATTEST

SHARLET PYNE
Clerk of the Board of Supervisors, County of Placer, State of California

Deputy Clerk

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, Ronald J. Spears and Colleen A. Leahy (Owners) currently own approximately 39.7 acres described as APNs 026-072-084 and 026-072-085 located west of Hidden Falls Regional Park and adjacent to Garden Bar Road in Auburn (Purchase Property); and,

WHEREAS, Owners desire to sell the Purchase Property to the County for a purchase price of $375,000; and,

WHEREAS, the acquisition of the Purchase Property provides benefits to the County particularly due to its proximity to the Hidden Falls Regional Park and Garden Bar Road.

NOW, THEREFORE, BE IT RESOLVED, the Placer County Board of Supervisors does hereby delegate authority to the Director of Public Works and Facilities, or designee, to execute an Agreement for Purchase and Sale based on the attached Material Terms (See Exhibit A), and to take all other actions necessary to effectuate the acquisition; and does hereby consent to the acceptance and recordation of the deed for said Purchase Property.

Exhibit A – Material Terms

RONALD J. SPEARS PROPERTY

MATERIAL TERMS

Agreement for Purchase and Sale

1. Property: That certain real property located in the Garden Bar/Big Hill area of Placer County, California, consisting of an approximately 39.7 acres of Placer County Assessor's Parcel Nos. 026-072-084 and 026-072-085, hereinafter referred to as the "Purchase Property" ("Legal Description" – Exhibit B-1 and "Property Depiction" – Exhibit B-2).

2. Parties: The County of Placer, a political subdivision of the State of California ("County") and Ronald J. Spears and Colleen A. Leahy, Husband and Wife as Joint Tenants, the fee simple owner ("Owner").

3. Escrow Opening: The purchase and sale of the Purchase Property will be consummated by means of an escrow to be opened at Placer Title Company, Order No.110-9076, Attention Tracy Murphy, 1508 Eureka Road, #150, Roseville, CA 95661, Telephone (916) 782-3711, Fax (916) 774-0586, ("Escrow Holder") within five working days following the Effective Date of the Agreement.

4. Purpose of Agreement: The purpose of the Agreement of Purchase and Sale (Agreement) is to provide for the purchase and sale of the Purchase Property as conveyed through a Grant Deed from Owner to County.

5. Purchase Price: $375,000

6. Close of Escrow: Close of Escrow shall occur no later than sixty (60) days following the Effective Date of the Agreement of Purchase and Sale, unless otherwise extended by mutual consent of the Parties.

7. Conditions to Close: The Close of Escrow shall be conditioned on all of the following: 1) County's written acceptance of the condition of title and physical and environmental condition of the Purchase Property; 2) The Owners' delivery of copies of all tests, surveys, maps, plans, records, permits, correspondence reports or other materials affecting the Purchase Property which are in Owner's possession or control and which have not already been provided to the County, 3) The Owner shall deliver possession of the Purchase Property to County at Close of Escrow.

8. Closing Costs: County shall pay any recording fees and the premium for County's Title Policy. Owner shall pay any transfer taxes and all costs to place the Purchase Property in the condition

for conveyance required by the Agreement. County and Owner shall each pay one-half (1/2) of the escrow fees, documents preparation costs and other related closing costs. County and Owner shall each pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction.

9. Representations and Warranties: Owner shall provide warranties and representations regarding the Purchase Property as defined in the Agreement.

EXHIBIT B-1

Legal Description

All of that property described in the Grant Deed to Ronald J. Spears and Colleen A. Leahy recorded in document Number 2008-0088085, Official Records of Placer County, described as follows:

~~M.D.R. 11258 RESULTANT~~

EXHIBIT "A"

A portion of the southeast quarter of Section 17, Township 13 North, Range 7 East MDM, Placer County, California more particularly described as follows:

Beginning at a point on the north line of said southeast quarter from which the east quarter corner of said Section 17 bears South 89°59'26" East a distance of 1,335.40 feet; thence from said Point of Beginning South 00°44'26" West a distance of 1,310.39 feet; thence South 89°44'55" West a distance of 1,312.53 feet to the west line of said southeast quarter; thence along said west line North 00°15'31" West a distance 1,316.28 feet to the northwest corner of said southeast quarter; thence South 89°59'26" East a distance of 1,335.39 feet to the Point of Beginning

Containing 39.91 acres more or less

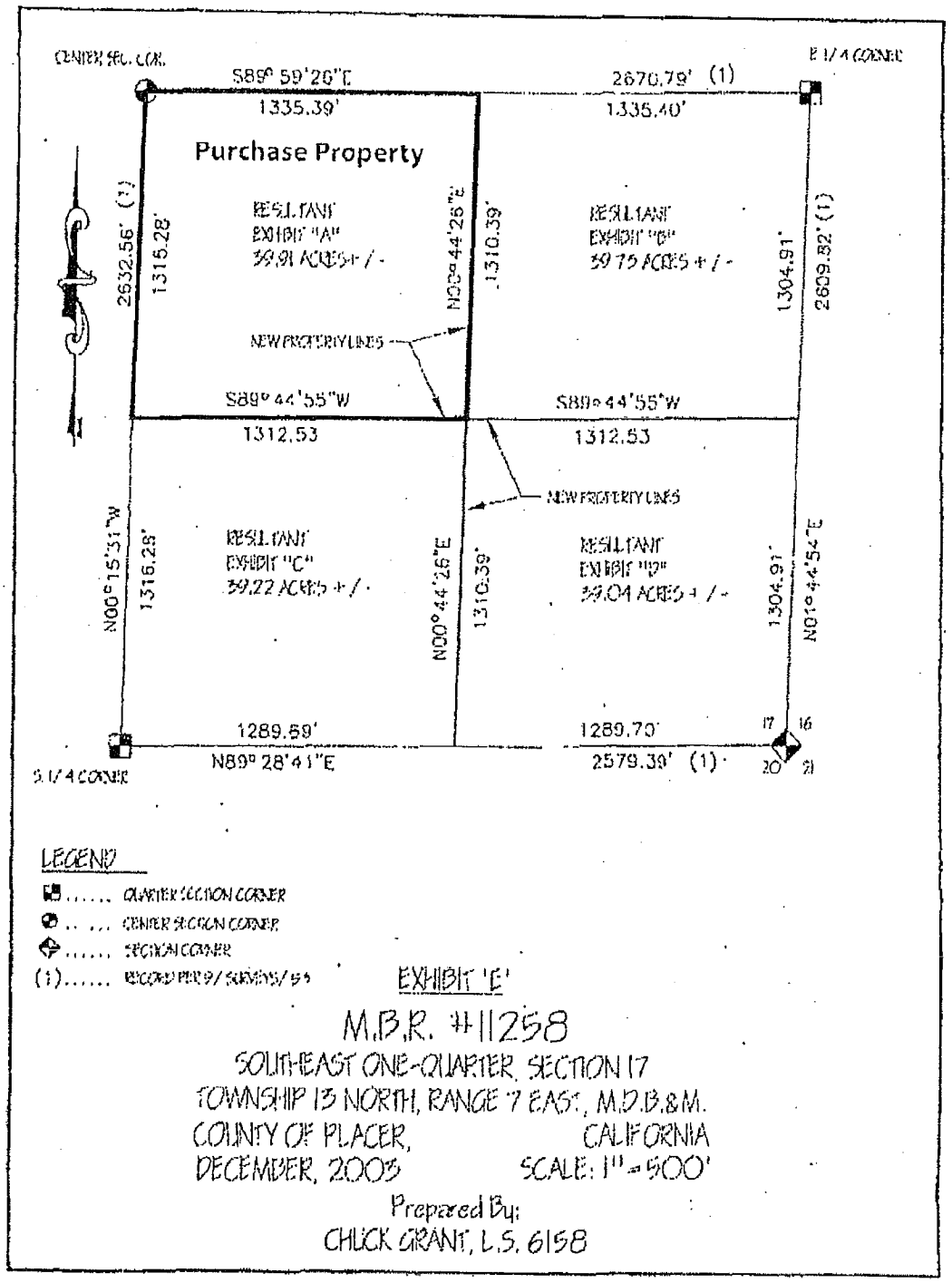
The above description is based upon the map filed in Book 9 of Surveys at Page 53 PCR.

APPROVED
PLACER COUNTY SURVEYOR
BY: [signature]
DATE: 12/4/03

LICENSED LAND SURVEYOR
CHARLES B. GRANT
Exp. 3-31-06
No. 6158
STATE OF CALIFORNIA

EXHIBIT B-2

Property Depiction



7

Project Name: Taylor Ranch

Recording requested by and Return to:
Department of Facility Services
11476 C Avenue
Auburn, CA 95603
530-886-4900
Attention: Property Manager

PLACER, County Recorder
JIM MCCAULEY
DOC- 2012-0055234-00

THURSDAY, JUN 21, 2012 11:17:50
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02202709
clkfpmlfj1/HD/1-8

COUNTY OF PLACER

OFFER OF DEDICATION

MULTI-PURPOSE TRAIL EASEMENT

For the receipt of one dollar ($1.00) or other good and valuable consideration,

Placer Land Trust, a California non-profit public benefit corporation

the undersigned GRANTOR(S), hereby irrevocably offers for dedication to the County of Placer, State of California, an Easement for Multi-Purpose Trail purposes for non-motorized ingress and egress together with the right of construction, maintenance, and all appurtenances pertaining thereto upon, over, under and across all that real property situated in the County of Placer, State of California, bounded and described as follows:

(Any and all interest in the property conveyed by grantor to the County of Placer pursuant to this instrument runs with the land and is binding on the heirs, assigns and successors of the grantor.)

(See Attached Exhibits "A" & "B")

Dated this 13 Day of June, 2012,

GRANTOR(S) - PLACER LAND TRUST

Fred Yeager
Sign name

Fred Yeager, President
Print name and title

Sign name

Gregg McKenzie, Treasurer
Print name and title

See following page for Acknowledgement

#2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer

On June 14, 2012 (Date) before me, Kimberly L. Komora, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Gregg McKenzie (Name(s) of Signer(s))

who 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.

KIMBERLY L. KOMORA
Comm. #1961609
Notary Public • California
Placer County
Comm. Expires Nov 24, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: OFFER OF DEDICATION

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gregg McKenzie
- ☐ Individual
- ☑ Corporate Officer — Title(s): Treasurer
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGEMENT

State of California
County of Placer

On 12/13/12 before me,
Kristin Moore, Notary Public (name, title),
personally appeared Fred Yeager
who 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.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KRISTIN MOORE
COMM. # 1965886
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. JAN. 7, 2016

(Seal)

Signature

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S) SIGNING FOR ONESELF/THEMSELVES
- ☒ CORPORATE OFFICER(S)
  President
  TITLE(S)
  Placer Land Trust
  COMPANY
- ☐ PARTNER(S)
  PARTNERSHIP
- ☐ ATTORNEY-IN-FACT
  PRINCIPAL(S)
- ☐ TRUSTEE(S)
  TRUST
- ☐ OTHER
  TITLE(S)
  ENTITY(IES) REPRESENTATIVE

CONSENT TO RECORDATION:

The County of Placer hereby consents to the recordation of the Offer of Dedication attached hereto. The County does not accept said offer at this time, but reserves the right to do so in the future, pursuant to authority conferred by Ordinance 5152-B.

DATE

SIGN NAME

PRINT NAME AND TITLE

ACCEPTANCE (1): BY AUTHORIZED AGENT:

This is to certify that the interest in real property conveyed by the deed or grant deed dated_____, 20_____, from _____
To the County of Placer, a government agency, is hereby accepted by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to authority conferred by Ordinance 5152-B adopted on January 15, 2002, and the Grantee consents to the recordation thereof by it's duly authorized agent.

DATE

SIGN NAME

PRINT NAME AND TITLE

ACCEPTANCE

This is to certify that the interest in real property described in this Offer of Dedication for a Multipurpose Trail Easement is hereby accepted on behalf of the public by the undersigned agent on behalf of the Board of Supervisors of the County of Placer pursuant to the authority conferred by Resolution No. 2007-82 as approved by the County Board of Supervisors on March 20, 2007, and the Grantee consents to the recordation thereof by its duly authorized agent.

Signature

Dated 6/18/12

James Durfee
Director of Facility Services

EXHIBIT "A"

A portion of the property conveyed to Placer Land Trust by that Grant Deed recorded as Document No. 2007-0040792, Official Records of Placer County, situated in the Northwest Quarter and the Southwest Quarter of Section 13, Township 13 North, Range 7 East, M.D.M., County of Placer, State of California, more particularly described as follows:

All that portion of the following described strip of land lying within said Placer Land Trust property, as follows:

A one hundred (100.00) foot wide strip of land lying fifty (50.00) feet on each side of the following described centerline:

Beginning at a point on the West line of the of said Section 13, from which, Northwest Corner of said Section 13 bears North 00°53'32" West, 240.73 feet;

Thence from said Point of Beginning, leaving said West line, along the following eleven (11) courses and distances:

1. South 21°06'40" East, 805.12 feet;
2. South 21°28'09" East, 470.36 feet;
3. South 08°56'58" East, 257.51 feet;
4. South 14°54'51" West, 200.86 feet;
5. South 41°20'48" West, 162.19 feet;
6. South 02°18'20" East, 77.35 feet;
7. South 44°36'39" West, 190.66 feet;
8. South 07°46'15" East, 50.77 feet;
9. South 35°00'43" West, 153.55 feet;
10. South 66°10'44" West, 72.39 feet; and
11. South 18°59'04" West, 91.78 feet to a point on the West line of said Section 13;

Thence along said West line South 00°53'32" East, 18.97 feet;
Thence leaving said West line, along the following forty eight (48) courses and distances:

1. South 85°15'42" East, 68.65 feet;
2. South 03°07'46" West, 156.90 feet;
3. South 07°47'44" East, 114.33 feet;
4. South 01°40'26" West, 141.94 feet;
5. North 81°56'46" East, 122.87 feet;
6. South 27°41'55" West, 91.58 feet;
7. South 73°09'12" East, 45.87 feet;
8. North 41°03'49" East, 449.55 feet;
9. South 33°42'35" East, 124.64 feet;
10. South 05°42'54" East, 53.43 feet;
11. South 27°49'23" West, 302.10 feet;
12. South 50°51'46" West, 339.87 feet;

13. South 88°16'16" East, 218.73 feet;
14. North 61°05'59" East, 151.34 feet;
15. South 78°14'54" East, 72.60 feet;
16. North 57°54'01" East, 482.98 feet;
17. South 48°15'39" East, 145.29 feet;
18. South 24°56'41" West, 50.49 feet;
19. South 18°48'46" East, 128.07 feet;
20. South 58°50'02" West, 57.32 feet;
21. North 70°59'58" West, 101.01 feet;
22. South 25°55'49" East, 268.49 feet;
23. South 88°33'03" East, 115.44 feet;
24. South 07°01'18" West, 95.60 feet;
25. South 77°54'50" East, 167.32 feet;
26. North 63°48'20" East, 105.82 feet;
27. South 80°36'06" East, 241.36 feet;
28. South 44°05'50" West, 128.06 feet;
29. South 71°46'00" West, 419.89 feet;
30. North 75°21'13" West, 196.29 feet;
31. South 33°05'45" East, 402.95 feet;
32. South 81°06'06" East, 318.52 feet;
33. South 16°47'40" West, 95.36 feet;
34. South 47°18'42" West, 128.24 feet;
35. South 14°02'46" West, 77.68 feet;
36. South 64°43'28" East, 145.94 feet;
37. South 25°47'10" East, 186.68 feet;
38. South 84°52'32" East, 113.57 feet;
39. North 79°37'07" East, 176.92 feet;
40. South 19°35'12" West, 69.21 feet;
41. South 87°50'50" West, 136.04 feet;
42. South 05°54'38" East, 251.64 feet;
43. North 83°14'37" West, 281.23 feet;
44. North 59°58'37" West, 138.00 feet;
45. South 81°31'02" West, 97.52 feet;
46. South 28°31'09" West, 361.81 feet;
47. North 65°34'19" West, 242.57 feet; and
48. South 27°20'47" East, 188.65 feet to a point lying 50' northerly, measured at right angles, from the South line of said Section 13;

Thence along a line parallel to and 50' northerly of said South line, South 89°04'21" West, 930.54 feet to a point on the West line of said Section 13 from which, the Southwest corner of said Section 13 bears South 00°53'32" East, 50.00 feet.

The sidelines of said strip are to be prolonged or shortened to terminate on the West line of said Section 13.

End of description

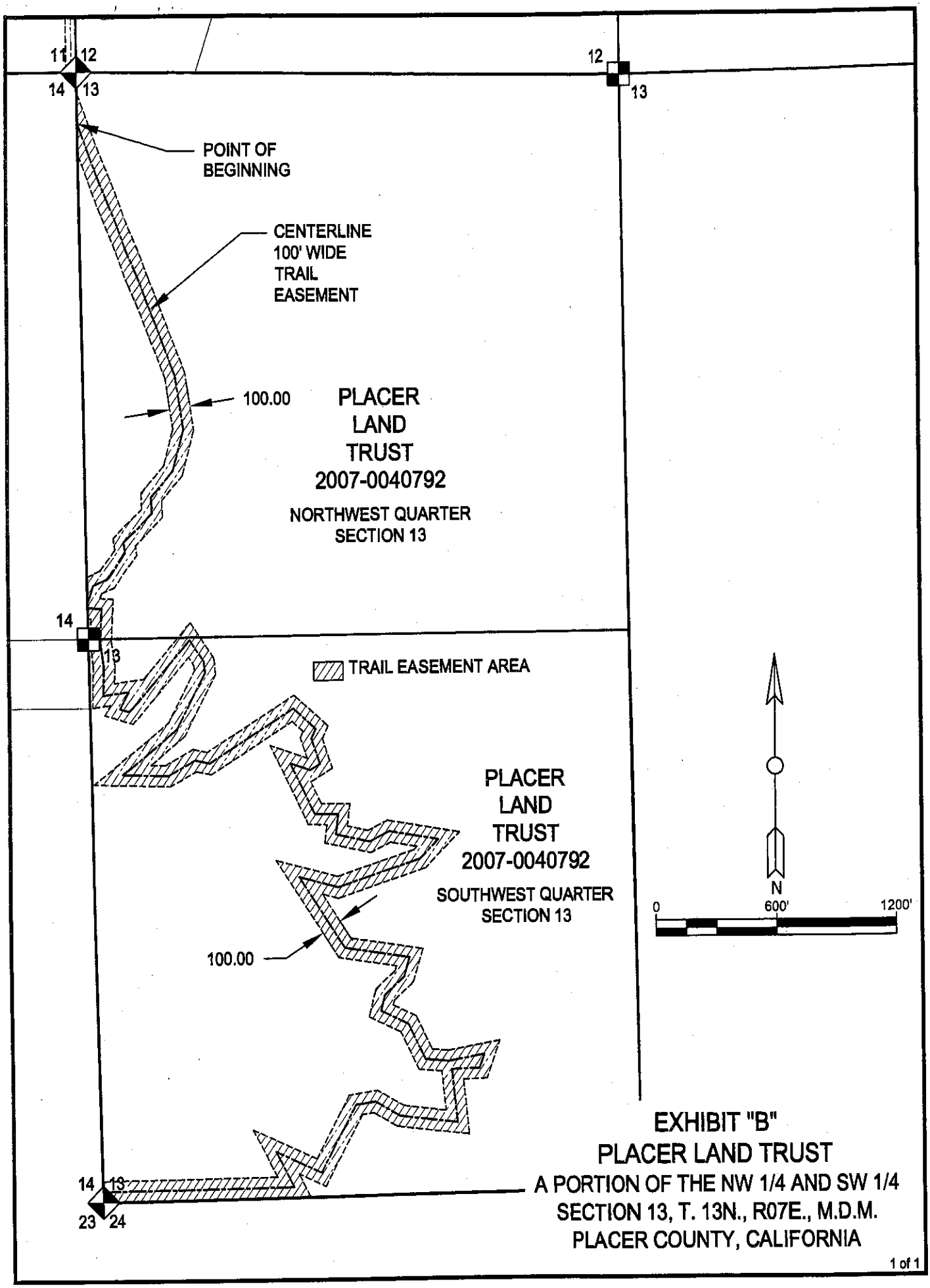
Description prepared by:

County of Placer
CDRA – Engineering & Surveying
3091 County Center Drive, Suite 120
Auburn, CA 95603

Leslie Amsberry

Leslie Amsberry, PLS 6584
License Expiration Date: 12-31-13
Date: 6-1-2012

LICENSED LAND SURVEYOR
LESLIE AMSBERRY
No. 6584
Exp. 12-31-13
STATE OF CALIFORNIA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POINT OF
BEGINNING
CENTERLINE
100' WIDE
TRAIL
EASEMENT
100.00
PLACER
LAND
TRUST
2007-0040792
NORTHWEST QUARTER
SECTION 13
14
13
TRAIL EASEMENT AREA
PLACER
LAND
TRUST
2007-0040792
SOUTHWEST QUARTER
SECTION 13
100.00
N
0
600'
1200'
14
13
23
24
EXHIBIT "B"
PLACER LAND TRUST
A PORTION OF THE NW 1/4 AND SW 1/4
SECTION 13, T. 13N., R07E., M.D.M.
PLACER COUNTY, CALIFORNIA
1 of 1