

**AGREEMENT FOR GRANT OF TEMPORARY CONSTRUCTION EASEMENT  
AND RELOCATION OF SIGNAGE**

**THIS AGREEMENT FOR GRANT OF TEMPORARY CONSTRUCTION EASEMENT AND RELOCATION OF SIGNAGE** (hereinafter, "Agreement") is entered into by and between JACK IN THE BOX INC., a Delaware Corporation (hereinafter, "JIB") and the COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter "County").

**RECITALS**

A. Real Estate Holdings II, LLC, a Delaware limited liability company (hereinafter, "Owner") is the fee owner of the real property located at 3945 Missouri Flat Road, Placerville, California and known as APN 327-130-35 (hereinafter the "Parcel"). JIB is the sole tenant in exclusive possession of the Parcel by virtue of that certain Net Standard Lease by and between JIB and Owner dated December 28, 2004.

B. County requires a temporary construction easement (hereinafter "TCE") on a portion of the Parcel for the purpose of constructing the U.S. Hwy. 50 / Missouri Flat Road Interchange Project (hereinafter, "the Project"). Due to the nature of the right-of-way required by County for the Project, the monument sign located on the Parcel will need to be relocated (hereinafter referred to as the "Sign Relocation").

C. Contemporaneously herewith, County has entered into a separate Agreement for Possession and Use with Owner and Tenant (hereinafter "Agreement for Possession and Use") for the immediate possession and acquisition of a fee interest in a portion of the Parcel, and for a TCE. Pursuant to that Agreement for Possession and Use, County has deposited into an escrow account the sum of \$62,900.00, which includes the appraised amounts for compensation for the Sign Relocation, the loss of improvements, the TCE, and for the purchase from the Owner of the fee interest of the Parcel (hereinafter cumulatively referred to as the "Escrow Proceeds").

D. Owner maintains under the Lease that it claims an interest in compensation for the Sign Relocation, the loss of improvements, and the TCE, and that by virtue of the Lease, that it is entitled to compensation from the Escrow Proceeds for that interest subject to claims for reimbursement of Tenant under that Lease. Tenant maintains that it is entitled to full payment of the appraised value of the Sign Relocation, TCE, and the loss of other improvements under the Lease.

E. Tenant and County acknowledge that the Owner and Tenant's respective rights to allocation of the Escrow Proceeds under the Lease, whether through escrow agreement or court allocation, will not be completed in sufficient time for County to advertise and award the Project for the 2007 construction season. In order to facilitate the County's Project, and the immediate need for the TCE and relocation of the monument sign, Tenant and County desire to enter into this Agreement for direct compensation to Tenant of the appraised amounts for Sign Relocation in the amount of \$7,500 (plus an additional \$4126.00 as described below) and for the TCE in the amount of \$4,642.00, subject to Tenant's assignment to the County of Tenant's rights to claim reimbursement from Owner of duplicate payments for same from the Escrow Proceeds.

## AGREEMENT

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of TCE. In consideration of the payment from County of \$4,642.00 directly to Tenant, Tenant does hereby convey to County a Temporary Construction Easement over the Parcel as described and depicted in Exhibit "C" to the Agreement for Possession and Use. Pursuant to the Agreement for Possession and Use, County has additionally deposited in escrow the duplicate sum of \$4,642.00 representing the appraised value of the TCE, and JIB hereby irrevocably assigns, conveys and transfers to County all of JIB's right, title, and interest in and to that \$4,642.00 of the Escrow Proceeds.

2. Sign Relocation. In consideration of the payment from County of \$7,500.00 directly to Tenant (representing the appraised value of the sign relocation) together with an additional sum of \$4,126.00, for a total lump sum payment of \$11,626.00, Tenant shall remove and relocate the monument sign within 60 days of the tender of compensation but in no event later than the commencement of construction of the Project by the County. Pursuant to the Agreement for Possession and Use, County has deposited in escrow the duplicate sum of \$7,500.00 representing the appraised value of the Sign Relocation, and JIB hereby irrevocably assigns, conveys and transfers to County all of JIB's right, title, and interest in and to that duplicate payment of \$7,500.00 of the Escrow Proceeds.

3. Time for Payment. County will make the cumulative payment of \$16,268.00 (representing the \$11,626.00 Sign Relocation and the \$4,642.00 TCE payments) directly to Tenant within 30 days from the effective date of this Agreement.

4. Consent. County hereby accepts the assignment and transfer of the rights and interests of JIB expressly set forth herein. JIB's assignment is for the duplicate payments representing Sign Relocation and TCE interests as stated herein, and nothing by way of this Agreement shall be construed as a waiver by JIB to claim as against Owner a portion of the Escrow Proceeds for other loss of improvements appraised in the additional amount of \$5,732.00.

5. Further Assurances. The parties hereby agree, each at its own expense, to perform all such further acts and execute and deliver all such further agreements, instruments and other documents as the other party or parties shall reasonably request to evidence more effectively the assignment and assumption entered into by the parties under this Agreement.

6. Legal Authority. Each party to this Agreement represents to the other party that it has the full legal right, power and authority to enter into this Agreement and that this Agreement shall constitute a valid and legally binding obligation of the parties enforceable against such individual party in accordance with its terms. This Agreement shall be binding on and inure to

the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Agreement.

7. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Assignment Agreement. Any electronic facsimile transmission of any signature of a party shall be deemed an original and shall bind such party.

8. Effective Date. This Agreement shall be effective upon the date last written below.

**[signatures on the following page]**

JACK IN THE BOX, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

COUNTY OF EL DORADO

By: \_\_\_\_\_  
Helen K. Baumann  
Chairman of the Board of Supervisors

Dated: \_\_\_\_\_

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_