

Seller: Ribeiro CA LLC  
APN: 117-230-07  
Old APN: 108-570-07  
Project#: 66103  
Escrow#: 205-9932

### ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement ("Agreement") is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California ("County"), and RIBEIRO-CALIFORNIA, LLC, A NEVADA LIMITED LIABILITY COMPANY, referred to herein as ("Seller"), with reference to the following facts:

#### RECITALS

- A. Seller owns that certain real property located in the unincorporated area of the County of El Dorado, California, a legal description of which is attached hereto as Exhibit A (the "Property").
- B. Seller desires to sell and County desires to acquire for public purposes, a portion of the Property, in fee by Grant Deed as described and depicted in Exhibit B and the exhibits thereto, a Slope Easement as described and depicted in Exhibit C and the exhibits thereto, and a Temporary Construction Easement (TCE) as described and depicted in Exhibit D and the exhibits thereto, all of which are attached hereto and collectively referred to hereinafter as "the Acquisition Properties", on the terms and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

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## AGREEMENT

### 1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in the attached Exhibits B, C, and D and the exhibits thereto. The terms of the Slope Easement and TCE shall be those set forth in Exhibits C and D respectively, which are attached hereto and hereby incorporated by reference and made a part hereof.

### 2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$5,361.00 for fee title, \$8,550.00 for the Slope Easement, and \$666.00 for the TCE, for a total of \$14,577.00 (Fourteen-Thousand Five-Hundred Seventy-Seven Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties are \$14,577.00 for the real property interests and \$28,523.00 as compensation for loss of landscaping , for total compensation in the amount of \$43,100.00 (**Forty-Three Thousand One-Hundred Dollars, exactly**).

### 3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-9932, which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Grant Deed, Slope

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Easement, and TCE from Seller to County for the Acquisition Properties. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than March 31, 2007, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

**4. ESCROW AND OTHER FEES**

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed, Slope Easement, and TCE; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

Seller shall by Grant Deed, Slope Easement, and TCE convey to the County, the Acquisition Properties, free and clear of title defects, liens, encumbrances, taxes, and deeds of trust.

Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions, and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes; as contained in Placer Title Company Preliminary Report Order No. 205-9932, dated October 25, 2006, if any; and

Handwritten signature and date: *JK 11/1/07*

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- C. Exceptions numbered 1, 2, 3, 21, and 22 paid current, and subject to items 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 as contained in said preliminary report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the Purchase Price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions set forth hereinabove.

#### **6. WARRANTIES**

Seller warrants that:

- A. Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the deeds.

#### **7. PRORATION OF TAXES**

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986

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as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

**8. ASSESSMENTS**

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas & Electric Company only prior to close of escrow.. Seller agrees to indemnify and hold County harmless from any claim arising therefrom. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

**9. NO ENVIRONMENTAL VIOLATIONS**

Seller represents and warrants that, to the best of Seller's knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination. Further, Seller knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the Property or Seller relating to environmental matters.

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**10. WAIVER OF AND RELEASE OF CLAIMS**

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Properties are conveyed and purchased, except as provided in Paragraph 24 herein, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement, except as provided in Paragraph 24 herein.

**11. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**12. REAL ESTATE BROKER**

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition Properties, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

**13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW**

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed, Slope Easement, and TCE for the Acquisition Properties prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant

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Deed, Slope Easement, and TCE.

C. Escrow Holder shall:

- (i) Record the Grant Deed, Slope Easement, and TCE for the Acquisition Properties described and depicted in Exhibits B, C, and D and the exhibits thereto, together with County's Certificates of Acceptance.
- (ii) Cause the policy of title insurance to be issued.
- (iii) Deliver the just compensation to Seller.

**14. TIME IS OF THE ESSENCE**

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

**15. BEST EFFORTS**

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

**16. NOTICES**

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a

Seller: Ribeiro CA LLC  
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change of address:

**SELLER:** Ribeiro-California, LLC  
1140 Suncastr Lane  
El Dorado Hills, CA 95762

**COUNTY:** County of El Dorado  
Board of Supervisors  
Attention: Clerk of the Board  
330 Fair Lane  
Placerville, CA 95667

**COPY TO:** County of El Dorado  
Department of Transportation  
Attn: R/W Program Manager  
2850 Fairlane Court  
Placerville, CA 95667

**17. BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

**18. GOVERNING LAW**

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

**19. HEADINGS**

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.



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**20. WAIVER**

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

**21. ATTORNEY'S FEES**

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

**22. LEASE WARRANTY PROVISION**

Seller warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

**23. CONSTRUCTION WORK**

All work to be performed by the County pursuant to this Agreement shall conform to all applicable laws, codes, ordinances, and regulations and shall be performed in a good and workmanlike manner

**24. NO RIGHT OF ENTRY**

Nothing herein shall be construed to grant to the County, its contractor or any representatives, a right to use or enter onto Seller's remaining property (including but not limited to Seller's parking lot or landscaped areas) for any purpose. If County does enter onto Seller's property, County shall be fully responsible for any and all damages to Seller's property resulting therefrom. In such event, upon ten (10) days written notice to the County, Seller shall have the right to either require the County to repair



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and/or replace any damage or cause the work to be performed by a third party whereupon the County shall reimburse Seller for the actual costs incurred to repair, replace and/or correct any damage to Seller's property. Nothing herein shall constitute Seller's waiver or relinquishment of any rights it may have in the future to assert a claim for damages to its remaining property as provided in this paragraph.

**25. SCOPE OF IMPROVEMENTS AND MAINTENANCE**

County shall maintain all improvements to the Acquisition Properties, including all landscaping and slopes.

**26. EFFECTIVE DATE**

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

**27. ENTIRE AGREEMENT**

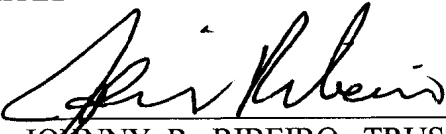
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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**SELLER:**

RIBEIRO-CALIFORNIA, LLC, A NEVADA LIMITED LIABILITY COMPANY

Date: 1/11/07

By:   
JOHNNY R. RIBEIRO, TRUSTEE OF THE  
JOHNNY R. RIBEIRO SEPARATE  
PROPERTY TRUST, AS AMENDED,  
MANAGING MEMBER

**COUNTY OF EL DORADO:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Helen Baumann, Chairman of the Board  
Board of Supervisors

ATTEST: CINDY KECK  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

A PORTION OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 8 EAST. M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 7, AS SHOWN ON THE PARCEL MAP FILED OCTOBER 14, 2001 IN BOOK 47 OF PARCEL MAPS, AT PAGE 141, EL DORADO COUNTY RECORDS AND AMENDED BY A CERTIFICATE OF CORRECTION RECORDED JULY 24, 2002, IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, SERIES NO. 2002-0053701-00

ASSESSOR PARCEL NO.: 108-570-07-100  
NEW APN #117-230-07-100

**EXHIBIT "B"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Above section for Recorder's use \_\_\_\_\_

Mail Tax Statements to above.  
Exempt from Documentary Transfer Tax  
Per Revenue and Taxation Code 11922

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged **RIBEIRO-CALIFORNIA, LLC, A NEVADA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**GRANTOR:**

RIBEIRO-CALIFORNIA, LLC, A NEVADA LIMITED LIABILITY COMPANY

By:

\_\_\_\_\_  
JOHNNY R. RIBEIRO, TRUSTEE OF THE JOHNNY R. RIBEIRO  
SEPARATE PROPERTY TRUST, AS AMENDED,  
MANAGING MEMBER

**Notary Acknowledgements Follow**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FEE ACQUISITION PROPERTY**

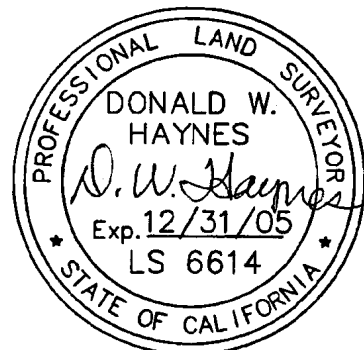
All that portion of Parcel 7, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 141, in the office of the El Dorado County Recorder, being a portion of the east half of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most easterly corner of said parcel, the beginning of a 322.989 meter (1,059.67 foot) radius curve to the right, to which a radial line bears South 40°35'06" West; thence northwesterly along the existing right-of-way line of Latrobe Road an arc distance of 21.743 meters (71.34 feet), through a central angle of 03°51'25", and subtended by a chord which bears North 47°29'11" West 21.739 meters (71.32 feet) to the new westerly right-of-way line of said Latrobe Road; thence along said new right-of-way line South 30°47'30" East 9.262 meters (30.39 feet) to the beginning of a 333.380 meter (1,093.76 foot) radius curve to the left; thence southeasterly along said curve and new right-of-way line an arc distance of 12.989 meters (42.61 feet), through a central angle of 02°13'56", and subtended by a chord which bears South 31°54'28" East 12.988 meters (42.61 feet) to the southeasterly boundary of said parcel; thence leaving said new right-of-way line along said boundary North 45°49'46" East 6.159 meters (20.21 feet) to the point of beginning, containing 66 sq. meters (710 sq. ft.), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



8-29-05

EXHIBIT "B"

SUNCAST  
LANE

LATROBE ROAD

APN 108:570:07  
PARCEL 7  
47-PM-141  
RIBEIRO CALIF. LLC

20' WIDE E.I.D. ESMT.  
PER 1759-OR-294

10' WIDE WATER & SEWER ESMT.  
PER 1315-OR-396

5' WIDE P.U.E.  
PER 2287-OR-609

EXISTING R/W LINE

R=322.989m  
L=21.743m  
 $\Delta=3^{\circ}51'25''$   
Ch=N47°29'11"W  
21.739m

S30°47'30"E  
9.262m

NEW R/W LINE

R=333.380m  
L=12.989m  
 $\Delta=2^{\circ}13'56''$   
Ch=S31°54'28"E  
12.988m

P.O.B.

N45°49'46"E  
6.159m

10' P.U.E. PER 2287-OR-609



SCALE = 1:500  
METRIC

**EXHIBIT "C"**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Above section for Recorder's use \_\_\_\_\_

Mail Tax Statements to above.  
Exempt from Documentary Transfer Tax  
Per Revenue and Taxation Code 11922

**GRANT OF SLOPE EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **RIBEIRO-CALIFORNIA, LLC, A NEVADA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

**DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.**

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**GRANTOR:**

**RIBEIRO-CALIFORNIA, LLC, A NEVADA LIMITED LIABILITY COMPANY**

By:

\_\_\_\_\_  
JOHNNY R. RIBEIRO, TRUSTEE OF THE JOHNNY R. RIBEIRO  
SEPARATE PROPERTY TRUST, AS AMENDED,  
MANAGING MEMBER

**Notary Acknowledgements Follow**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SLOPE EASEMENT**

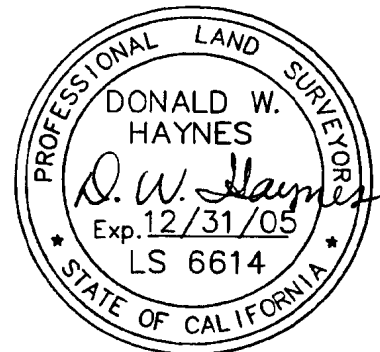
All that portion of Parcel 7, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 141, in the office of the El Dorado County Recorder, being a portion of the east half of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the easterly boundary of said parcel and the new westerly right-of-way line of Latrobe Road, from which the most easterly corner of said parcel bears North 45°49'46" East (cite North 45°51'32" East) 6.159 meters (20.21 feet); **thence from said point of beginning** along said boundary South 45°49'46" West 6.580 meters (21.59 feet); thence leaving said boundary North 32°40'55" West 20.062 meters (65.82 feet); thence North 24°52'56" West 14.664 meters (48.11 feet); thence North 20°57'13" West 6.877 meters (22.56 feet) to the existing westerly right-of-way line of said Latrobe Road, the cusp of a 322.989 meter (1,059.67 foot) radius non-tangent curve to the left; thence southeasterly along said curve and right-of-way an arc distance of 18.122 meters (59.46 feet), through a central angle of 03°12'53", and subtended by a chord which bears South 43°57'02" East 18.120 meters (59.45 feet) to the aforementioned new westerly right-of-way line of said Latrobe Road; thence along said new right-of-way line South 30°47'30" East 9.262 meters (30.39 feet) to the beginning of a 333.380 meter (1,093.76 foot) radius curve to the left; thence southeasterly along said curve an arc distance of 12.989 meters (42.61 feet), through a central angle of 02°13'56", and subtended by a chord which bears South 31°54'28" East 12.988 meters (42.61 feet) to the point of beginning, containing 0.0209 hectares (0.052 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



8-10-05

EXHIBIT "B"

SUNCAST  
LANE

EXISTING R/W LINE

LATROBE  
ROAD

20' WIDE E.I.D. ESMT.  
PER 1759-OR-294

10' WIDE WATER & SEWER ESMT.  
PER 1315-OR-396

5' WIDE P.U.E.  
PER 2287-OR-609

APN 108:570:07  
PARCEL 7  
47-PM-141  
RIBEIRO CALIF. LLC

R=322.989m  
L=18.122m  
 $\Delta=3'12'53''$   
Ch=S43'57'02"E  
18.120m

N20°57'13"W  
6.877m

NEW R/W LINE

S30°47'30"E  
9.262m

N24°52'56"W  
14.664m

R=333.380m  
L=12.989m  
 $\Delta=2'13'56''$   
Ch=S31°54'28"E  
12.988m

N32°40'55"W  
20.062m

POINT OF BEGINNING

(TIE)

N45°49'46"E  
6.159m

S45°49'46"W  
6.580m

10' P.U.E. PER 2287-OR-609



SCALE = 1:500  
METRIC

**EXHIBIT "D"**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Department of Transportation  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 117-230-07

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Latrobe Road Widening Project Phase 2  
Project #66103  
APN: 117-230-07

**TEMPORARY CONSTRUCTION EASEMENT**

RIBEIRO-CALIFORNIA, LLC, A NEVADA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits A and B attached hereto and made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

1. For good and valuable consideration, as more specifically described in the Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated XX/XX/2007, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that she/he/it is the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the Latrobe Road Widening Project Phase 2. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Latrobe Road Widening Project Phase 2. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

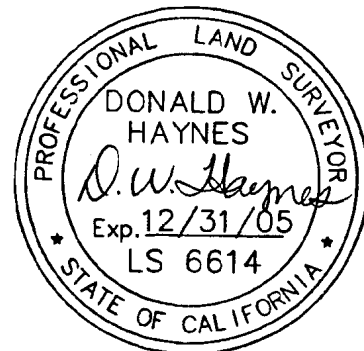
All that portion of Parcel 7, as said parcel is shown on the map recorded in Book 47 of Parcel Maps, at Page 141, in the office of the El Dorado County Recorder, being a portion of the east half of Section 14, Township 9 North, Range 8 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the southeasterly boundary of said parcel, from which the most easterly corner of said parcel bears North 45°49'46" East (cite North 45°51'32" East) 12.739 meters (41.79 feet); **thence from said point of beginning** and leaving said boundary North 32°40'55" West 20.062 meters (65.82 feet); thence North 24°52'56" West 14.664 meters (48.11 feet); thence North 20°57'13" West 6.877 meters (22.56 feet) to the existing westerly right-of-way line of Latrobe Road, the beginning of a 322.989 meter (1,059.67 foot) radius non-tangent curve to the right; thence northwesterly along said curve an arc distance of 9.993 meters (32.79 feet), through a central angle of 01°46'22", and subtended by a chord which bears North 41°27'24" West 9.993 meters (32.78 feet); thence leaving said right-of-way on a non-tangent line South 20°57'13" East 16.357 meters (53.66 feet); thence South 24°52'56" East 15.026 meters (49.30 feet); thence South 32°46'43" East 21.002 meters (68.90 feet) to the aforementioned southeasterly boundary; thence along said boundary North 45°49'46" East 3.536 meters (11.60 feet) to the point of beginning, containing 163.9 sq. meters (1,764 sq. ft.), more or less.

END OF DESCRIPTION.

See attached Exhibit "B"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999921.



9-20-05

EXHIBIT "B"

SUNCAST LANE

EXISTING R/W LINE

LATROBE ROAD

20' WIDE E.I.D. ESMT.  
PER 1759-OR-294

10' WIDE WATER & SEWER ESMT.  
PER 1315-OR-396

5' WIDE P.U.E.  
PER 2287-OR-609

APN 108:570:07  
PARCEL 7  
47-PM-141  
RIBEIRO CALIF. LLC

R=322.989m  
L=9.993m  
 $\Delta=1^{\circ}46'22''$

Ch=N41°27'24"W  
9.993m

S20°57'13"E  
16.357m

N20°57'13"W  
6.877m

N24°52'56"W  
14.664m

NEW R/W LINE

S24°52'56"E  
15.026m

N32°40'55"W  
20.062m

S32°46'43"E  
21.002m

(TIE)  
N45°49'46"E  
12.739m

POINT OF BEGINNING

N45°49'46"E  
3.536m

10' P.U.E. PER 2287-OR-609



SCALE = 1:500  
METRIC