

Contract #: **AGMT #09-52722**
Legistar # 09-0780

Item Submitted: Durock Road/Business Drive Signalization Project #73354;
Easement Acquisition Agreement for Public Purposes, Cameron Park Associates,
APN 109-030-21 & 22, 109-240-03

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Pete Feild, R/W Manager
Phone: 530-621-7666
Department Head
Signature: Pete Feild for J.W. Marc, P.E.

CONTRACTOR:

Name: Cameron Park Associates
Address: 1990 S. Bundy Drive #250
Los Angeles, CA 90025
Phone: _____

CONTRACTING DEPARTMENT: Transportation

Service Requested: N/A
Contract Term: N/A Contract/Amendment Amount: \$0
Compliance with Human Resources Requirements? Yes: _____ No: X
Compliance verified by: Contract Notification Sent _____; HR Response Received _____
OK per _____

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: ✓ Disapproved: _____ Date: 6/8/09 By: Lisa Best
Approved: _____ Disapproved: _____ Date: _____ By: _____

subject to approval of PG&E
for issuance of easement for relocation
of utilities
Cost Liability Confirmation Letter received from PG&E 6/22/09
Pete Feild

Please forward to Risk Management upon approval. N/A

Index Code: <u>305100</u>	User Code: <u>73354 J</u>
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RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 6/9/09 By: MB
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

Seller: Cameron Park Associates
APN: 109-030-21 & 22
109-240-03
Project#: 73354
Escrow#: 205-11796, 205-11798 and
205-11799

EASEMENT 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 CAMERON PARK ASSOCIATES, A CALIFORNIA JOINT VENTURE CONSISTING OF 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP, AND GRANITE ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, referred to herein as ("Seller"), with reference to the following facts:

RECITALS

- A. Seller owns those certain real properties located in El Dorado County, California, legal descriptions of which are attached hereto as Exhibits A, B, and C (the "Properties").
- B. County desires to purchase an interest in the Properties as a Utility Easement described and depicted in Exhibit D and the exhibits thereto, a Slope Easement described and depicted in Exhibit E and the exhibits thereto, and a Temporary Construction Easement described and depicted in Exhibit F and the exhibits thereto, all of which are attached hereto and referred to hereinafter as "the Easements", 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:

Seller: Cameron Park Associates
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109-240-03
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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 Easements, as described and depicted in the attached Exhibits D, E, and F and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Easements is in the amount of **\$8,780.00 for a Utility Easement, \$8,208.00 for a Slope Easement, and \$3,500.00 for the Temporary Construction Easement for a total of \$20,490.00 (Twenty Thousand Four Hundred Ninety Dollars, exactly).** Seller and County hereby acknowledge that the fair market value of the Easements is \$20,490.00.

3. ESCROW

The acquisition of the Easements shall be consummated by means of Escrow No. 205-11796 for APN 109-030-21, Escrow No. 205-11798 for APN 109-030-22, and Escrow No. 205-11799 for APN 109-240-03, which have 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 Easements. 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 July 31, 2009, unless the closing date is extended by mutual agreement of the parties pursuant to the

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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, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Easements; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall grant to County the Easements, free and clear of title defects, liens, and encumbrances that would render the Easements unsuitable for its intended purpose, as outlined herein.

6. WARRANTIES

Seller warrants that:

- A. Seller owns the Properties free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Properties from adjacent properties, encroachments by improvements on the Properties 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 Properties.
- 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 Properties.

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D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

7. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easements by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements adjacent to Business Drive and Durock Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Seller. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

8. 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 Easements are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

9. 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.

10. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Easements, 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

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in connection with this transaction.

11. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Easements 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 Easements.
- C. Escrow Holder shall:
 - (i) Record the Easements described and depicted in Exhibits D, E, and F and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Deliver the just compensation to Seller.

12. 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.

13. 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.

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14. 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 change of address:

SELLER: Cameron Park Associates
1990 S. Bundy Drive #250
Los Angeles, CA 90025

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

15. 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.

16. 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.

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17. 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.

18. 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.

19. 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.

20. LEASE WARRANTY PROVISION

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

21. CONSTRUCTION CONTRACT WORK

In order to accommodate the relocation of a utility pole to the location shown on Exhibit B of Exhibit D, the Easement Deed to PG&E, attached hereto, County or County's contractor will, at the time of construction and as a first order of work item, provide rough grading as is reasonably anticipated to enable PG&E to set the utility pole at its correct horizontal and vertical location. All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

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22. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Properties (Assessor's Parcel Numbers: 109-030-21 & 22 and 109-240-03) where necessary to perform the work as described in Section 21 of this Agreement. Seller understands and agrees that after completion of the work described in Section 21, the County will not be responsible for any maintenance, upkeep or repair of the areas that are graded for the installation of the utility pole. Furthermore, Seller understand and agrees that the utility pole will be installed by PG&E, the pole will be the property of PG&E, and the County will not be responsible for any maintenance, repair or upkeep related to PG&E's pole or other related appurtenances.

23. 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.

24. 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:

CAMERON PARK ASSOCIATES, A CALIFORNIA JOINT VENTURE CONSISTING OF 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP, AND GRANITE ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

CAMERON PARK ASSOCIATES,
A California Joint Venture


By: 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP

By: City Star Investments, Inc.
Its: General Partner


By: David T. Mercer
Its: President & CEO

6/3/09
Date

By: GRANITE ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY


By: David T. Mercer
Its: CEO

6/3/09
Date

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COUNTY OF EL DORADO

Date: _____

Ron Briggs, Chairman of the Board
Board of Supervisors

ATTEST: Suzanne Allen de Sanchez
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:

PARCEL ONE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH CAPPED PIPE IN A ROCK MOUND, THAT BEARS NORTH 70 DEG 58' WEST 1668.13 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 58 DEG 33' 30" WEST 208.75 FEET TO A 1 INCH SQUARE WOODEN STAKE STAMPED "RE 7400", IN A ROCK MOUND; THENCE NORTH 4 DEG 45' 45" WEST 330.00 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE PROPERTY CONVEYED TO THE STATE OF CALIFORNIA, IN DEEDS RECORDED JUNE 28, 1955 IN BOOK 363 PAGE 486 AND NOVEMBER 22, 1968 IN BOOK 903 AT PAGES 706 AND 713, OF OFFICIAL RECORDS; THENCE NORTH 84 DEG 12' 07" EAST 210.00 FEET MORE OR LESS TO A POINT THAT BEARS NORTH 0 DEG 58' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 0 DEG 58' EAST 250.00 FEET OR LESS TO THE POINT OF BEGINNING.

PARCEL TWO:

A STRIP OF LAND 20 FEET IN WIDTH LYING EASTERLY FROM, PARALLEL WITH AND CONTIGUOUS TO, THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M., ACQUIRED BY LEONARD D. ZELWICK, ET UX, BY DEED RECORDED JANUARY 18, 1949 IN BOOK 283 AT PAGE 257, OFFICIAL RECORDS OF EL DORADO COUNTY, EXTENDING FROM THE CENTERLINE OF THE PRESENTLY TRAVELED STATE HIGHWAY RIGHT OF WAY ADJACENT TO SAID PARCEL OF LAND UPON THE SOUTH (AS PER "DEED-STATE HIGHWAY" DATED DECEMBER 10, 1917, RECORDED IN BOOK 88 OF DEEDS AT PAGE 438 AND "DEED-STATE OF HIGHWAY" DATED OCTOBER 9, 1917, RECORDED IN BOOK 90 OF DEEDS AT PAGE 63, RECORDS OF EL DORADO COUNTY), TO THE NORTHERLY LINE OF SAID PARCEL OF LAND ACQUIRED BY DEED DATED JANUARY 4, 1949.

PARCEL THREE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A CURVE IN THE NORTHERLY BOUNDARY OF THE CALIFORNIA STATE HIGHWAY U.S. ROUTE 50, FROM WHICH THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M. BEARS NORTH 87 DEG 13'30" EAST 1746.5 FEET, THE SAID POINT OF BEGINNING BEING IDENTICAL WITH THE SOUTHEAST CORNER OF THE PROPERTY OF M. F. GULDIN AND MABEL LILLIAN GULDIN, AS DESCRIBED IN THE DEED RECORDED IN BOOK 274 AT PAGE 378, DATED FEBRUARY 14, 1950, OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE NORTH 1 DEG 10' WEST 416.0 FEET ALONG THE PROPERTY LINE OF THE SAID M.F. GULDIN; THENCE CONTINUING NORTH 1 DEG 10' WEST 104.0 FEET ALONG THE PROPERTY LINE OF SAID M.F. GULDIN PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION continued

TO THE NORTHWEST CORNER OF THE REALTY HEREIN DESCRIBED; THENCE NORTH 58 DEG 33' 30" EAST 208.0 FEET TO THE PROPERTY OF A.L. TRAYLOR AND HELENE A. TRAYLOR, HIS WIFE AS DESCRIBED IN THE DEED DATED JUNE 7, 1947 RECORDED IN BOOK 244 AT PAGE 337 OF THE OFFICIAL RECORDS OF EL DORADO COUNTY; THENCE SOUTH 1 DEG 10' EAST 520.0 FEET ALONG THE PROPERTY LINE OF THE SAID A.L. TAYLOR TO A POINT ON THE CURVE OF THE SAID STATE HIGHWAY U.S. ROUTE 50; THENCE ALONG SAID HIGHWAY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1530 FEET, THE CHORD OF WHICH BEARS SOUTH 58 DEG 33' 30' WEST 208.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A STRIP OF LAND 20.00 FEET IN WIDTH LYING EASTERLY FROM, PARALLEL WITH AND CONTIGUOUS TO, THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M. ACQUIRED BY LEONARD D. ZELWICK, ET UX., BY DEED RECORDED JANUARY 8, 1949 IN BOOK 263 AT PAGE 257, OFFICIAL RECORDS OF EL DORADO COUNTY, EXTENDING FROM THE CENTERLINE OF THE PRESENTLY TRAVELED STATE HIGHWAY RIGHT OF WAY ADJACENT TO SAID PARCEL OF LAND UPON THE SOUTH (AS PER "DEED-STATE HIGHWAY" DATED DECEMBER 10, 1917, RECORDED IN BOOK 88 OF DEEDS AT PAGE 438 AND "DEED"-STATE HIGHWAY" DATED OCTOBER 9, 1917 RECORDED IN BOOK 90 OF DEEDS AT PAGE 63, RECORDS OF EL DORADO COUNTY) TO THE NORTHERLY LINE OF SAID PARCEL OF LAND ACQUIRED BY DEED DATED JANUARY 4, 1949.

ALSO EXCEPTING THEREFROM FROM PARCES ONE, TWO AND THREE ABOVE DESCRIBED, ALL THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THAT PROPERTY DEEDED TO THE STATE OF CALIFORNIA IN DEEDS RECORDED NOVEMBER 22, 1968 IN BOOK 908 AT PAGES 703, 706, 713 AND 716, OFFICIAL RECORDS OF EL DORADO COUNTY.

A.P.N. 109-030-21-100

EXHIBIT "B"
LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 9 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE REALTY HEREIN DESCRIBED A POINT SITUATE ON THE NORTH BOUNDARY OF HIGHWAY 50, FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 2, BEARS NORTH 87 DEGREES 13' 30" EAST 1746.5 FEET; THENCE LEAVING SAID HIGHWAY AND RUNNING NORTH 1 DEGREES 10' WEST 416.0 FEET TO THE NORTHEAST CORNER OF THE REALTY HEREIN DESCRIBED; THENCE SOUTH 50 DEGREES 46' WEST 312.0 FEET TO THE NORTHWEST CORNER OF THE REALTY HEREIN DESCRIBED; THENCE SOUTH 1 DEGREES 10' EAST 362.19 FEET TO THE SOUTHWEST CORNER OF THE REALTY HEREIN DESCRIBED; THENCE NORTH 85 DEGREES 27' EAST 72.02 FEET TO A POINT SITUATE ON THE NORTHERLY BOUNDARY OF SAID HIGHWAY; THENCE ALONG THE NORTH BOUNDARY OF SAID HIGHWAY ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1530.0 FEET FOR A DISTANCE OF 381.20 FEET; THEN CHORD OF WHICH BEARS NORTH 51 DEGREES 40 1/4' EAST A DISTANCE OF 218.14 FEET, TO THE POINT OF BEGINNING.

A.P.N. 109-030-22-100

EXHIBIT "C"
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 THE NORTH 1/2 OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 9 EST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B, AS SHOWN ON THE PARCEL MAP FILED APRIL 27, 1987 IN BOOK 37 OF PARCEL MAPS, AT PAGE 24, EL DORADO COUNTY RECORDS.

A.P.N. 109-240-03-100

RECORDING REQUESTED BY AND RETURN
TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

EXHIBIT "D"

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2109-09-0703

EASEMENT DEED

2007146 (06-06-054) 07 07 5

Goldhill – Martel 60kV Relocation @ Business Dr

CAMERON PARK ASSOCIATES, a California Joint Venture consisting of 35 Lake Avenue, a California limited partnership,
and GRANITE ADVISORY LLC, a California limited liability company

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation and PACIFIC BELL TELEPHONE COMPANY, a California corporation dba AT&T California, hereinafter collectively called second party, the receipt whereof is hereby acknowledged, hereby grants to second party the right to erect, construct, reconstruct, replace, remove, maintain and use a line of poles with such wires and cables as second party shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with said poles, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the county of El Dorado, state of California, and are described as follows:

(APN 109-240-03)

The parcel of land described and designated LANDS in EXHIBIT "A",
attached hereto and made a part hereof.

The aforesaid easement area is described as follows:

EXHIBIT "D"

The parcels of land described and designated EASEMENT 1 and EASEMENT 2 in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to second party:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of second party may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by second party;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any poles constructed hereunder with any other number or type of poles either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Second party hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

EXHIBIT "D"

Grantor reserves the right to use said easement area for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

First party shall have the right to install, maintain and use a retaining wall, subject to second party's review and approval of final design within EASEMENT 1 and EASEMENT 2.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

Cameron Park Associates, a California joint venture

By: 35 LAKE AVENUE, a California limited
partnership

By: City Star Investments, Inc.
Its: General Partner

By: David T. Mercer
Its: President and CEO

By: Granite Advisory LLC, a California limited
liability company

By: David T. Mercer
Its: CEO

EXHIBIT "D"

Area 6
Sacramento Land Engineering
Electric Transmission
USGS location: T9N, R9E, NE 1/4 Sec 11
FERC License Number(s): N/A
PG&E Drawing Number(s): N/A
PLAT NO. N/A
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 03, 42
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed)
Order #: 30460674
JCN: 06-06-054
County: El Dorado
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision
Prepared By: syl3
Checked By:
Revision Number: 4
Ver 4 Name change bcs
Ver 5 Added clause BCS

Exhibit "A"

LANDS

A portion of the parcel of land situate in the northeast quarter of Section 11, Township 9 North, Range 9 East, Mount Diablo Baseline & Meridian and designated PARCEL B on the Parcel Map filed for record April 21, 1987 in Book 37 of Parcel Maps at page 24, El Dorado County Recorder.

EASEMENT 1

A strip of land of the uniform width of 40 feet, extending from the southerly boundary line of said parcel of land designated PARCEL B northeasterly to the southerly boundary line of said parcel of land designated PARCEL B and lying 20 feet on each side of the following described line:

BEGINNING at a point in said southerly boundary line the parcel of land designated PARCEL B; thence

(1) north $50^{\circ}43'15''$ east approx 159.43 feet
to a point herein for convenience called POINT "A", said POINT "A" also bears north $5^{\circ}42'55''$ west 316.17 feet from a found $1\frac{1}{2}$ " iron pipe, marking the southwesterly terminus of a course in the southeasterly boundary line of the parcel of land designated PARCEL B on the Parcel Map filed for record on May 23, 2001 in Book 47 of Parcel Maps at page 117, El Dorado County Recorder (for identification only, said course has a bearing of south $58^{\circ}02'25''$ west and a distance of 148.66 feet) thence

(2) north $62^{\circ}53'31''$ east approx 139.53 feet
to said southerly boundary line of the parcel of land designated PARCEL B on the parcel map filed for record on April 21, 1987.

EASEMENT 2

A strip of land of the uniform width of 10 and lying 5 feet on each side of the following described line:

BEGINNING at said POINT "A"; thence

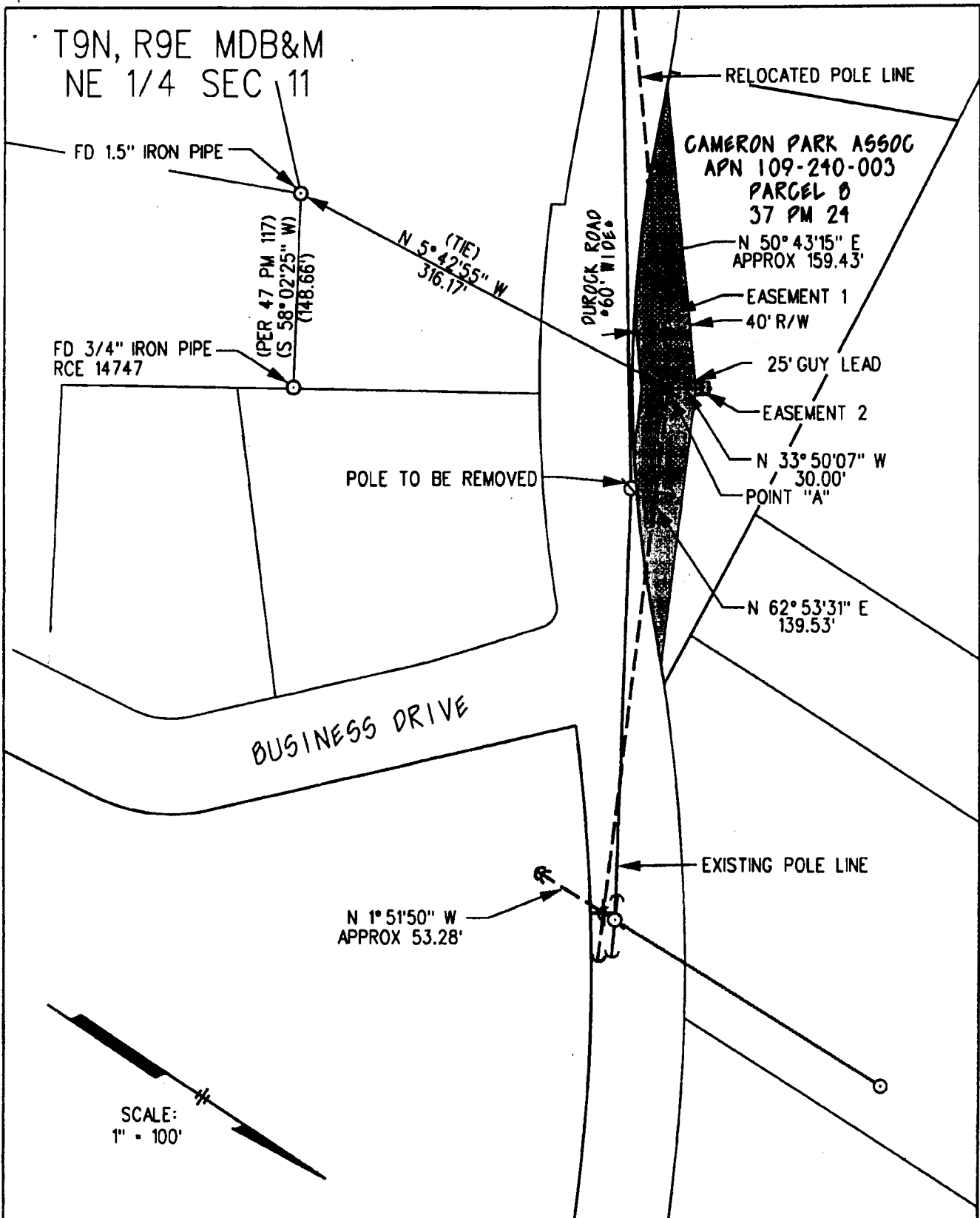
(1) north $33^{\circ}50'07''$ west 30.00 feet.


EXCEPTING therefrom the portion thereof lying within the above described EASEMENT 1.

The foregoing description is based on a survey by Pacific Gas and Electric Company in September 2006. The basis of bearings used for the purposes of this description is based upon said Parcel Map filed for record on May 23, 2001 in Book 47 of Parcel Maps at page 117, El Dorado County Recorder.



Scott D. Wilson
APPROVED AS TO DESCRIPTION
5-27-09



AUTHORIZATION 30460674 BY D DOYLE DR S TOUTGES CH O.K. S WILSON DATE 3/11/2008	GOLD HILL - MARTEL 60KV RELOCATION (DUROCK RD & BUSINESS DRIVE) CAMERON PARK ASSOCIATES PACIFIC GAS AND ELECTRIC COMPANY SAN FRANCISCO CAL.	<div>  </div> <div> JCN 06-06-054 REGION AREA 6 COUNTY EL DORADO PROFILE SHEET NO. 1 OF 1 DRAWING NUMBER Exhibit "B" CHANGE 1 </div>
--	---	--

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
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.

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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

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: _____

Document Date: _____ 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

EXHIBIT "E"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 109-030-21,
109-030-22 and 109-240-03

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, **CAMERON PARK ASSOCIATES, A CALIFORNIA JOINT VENTURE CONSISTING OF 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP, AND GRANITE ADVISORY LLC, A CALIFORNIA 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 those certain real properties 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 their names on this _____ day of _____, 2009.

GRANTOR:

CAMERON PARK ASSOCIATES, A CALIFORNIA JOINT VENTURE CONSISTING OF 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP, AND GRANITE ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

EXHIBIT "E"

CAMERON PARK ASSOCIATES,
A California Joint Venture

By: 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP

By: City Star Investments, Inc.
Its: General Partner

By: David T. Mercer
Its: President and CEO

By: GRANITE ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY

By: David T. Mercer
Its: CEO

Notary Acknowledgements Follow

EXHIBIT A

Slope Easement

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

A portion of those certain parcels described in Grant Deed recorded in Book 3632 of Official Records at page 432 in the El Dorado County Records Office, State of California and a portion of Parcel B of that Parcel Map filed in Book 37 of parcel maps at Page 24 in the El Dorado County Records Office, being a portion of the Northeast Quarter of Section 11, Township 9 North, Range 9 East, described as follows:

A slope easement more particularly described as follows:

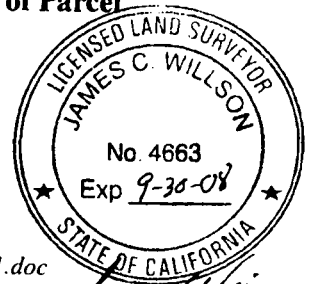
BEGINNING AT A POINT lying on the Northerly right of way line of Durock Road (Old State Highway 50), said point being 30.00 feet Northerly or to the left of Engineer's Station 468+57.80 as said stationing is delineated on the Old State Highway 50 plats, said point also being delineated as "P.O.B." on Exhibit B attached hereto; thence from said Point of Beginning, and leaving said Northerly right of way line, North 45°34'26" East a distance of 24.26 feet; thence North 58°48'15" East a distance of 145.67 feet; thence North 26°57'39" East a distance of 13.92 feet; thence North 46°13'23" East a distance of 35.64 feet; thence North 51°52'11" East a distance of 143.22 feet; thence North 48°42'37" East a distance of 79.44 feet; North 51°31'40" East a distance of 112.54 feet; thence North 53°58'49" East a distance of 81.29 feet; thence South 88°40'17" East a distance of 24.37 feet to a point on the aforesaid Northerly right of way line, said point being 30.00 feet Northerly or to the left of Engineer's Station 475+15.84; thence along said Northerly right of way line and along the arc of a 1530.00 foot radius curve to the left through a central angle of 12°27'08", said curve being subtended by a chord bearing South 51°55'32" West a distance of 331.86 feet to a point of reverse curvature lying 30.00 feet Northerly or to the left of Engineer's Station 471+89.83 P.R.C.; thence continuing along said Northerly right of line and along the arc of 970.00 foot radius curve to the right through a central angle of 19°01'32", said curve being subtended by a chord bearing South 55°12'24" West a distance of 320.62 feet to the Point of Beginning.

Basis of bearings of this description is identical to Parcel Map filed in book 47 of Parcel Maps page 117 in the El Dorado County recorders office.

END DESCRIPTION

Carlton Engineering, Inc.
Job Np. 4543-01-03
Page 1 of 1

X:\Durock Road Turn Lane\4543-01-03\Office\Survey\Legal Descriptions\DUROCK SLOPE EASE1.doc



Tabulation

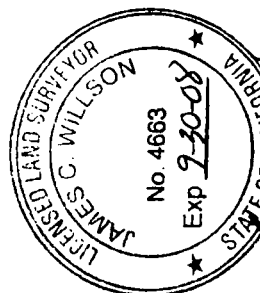
No	BEARING	& DISTANCE	ARC LENGTH	RADIUS	DELTA
①	N 45°34'26" E	24.26'			
②	N 58°48'15" E	145.67'			
③	N 26°57'39" E	13.92'			
④	N 46°13'23" E	35.64'			
⑤	N 51°52'11" E	143.22'			
⑥	N 48°42'37" E	79.44'			
⑦	N 51°31'40" E	112.54'			
⑧	N 53°58'49" E	81.29'			
⑨	S 08°40'17" E	24.37'			
⑩	S 51°55'32" W	331.06'			
11	N 55°12'24" E	320.62'			
			332.52'	1530.00'	12°27'08"
			322.09'	970.00'	19°01'32"

Exhibit B

**A PORTION OF THE N.E. QUARTER OF
SECTION 11, T. 9 N., R. 9 E., MD.M.**

LEGEND

- DIMENSION POINT-NOTHING FOUND OR SET
P.O.B. POINT OF BEGINNING



CAMERON PARK ASSOCIATES

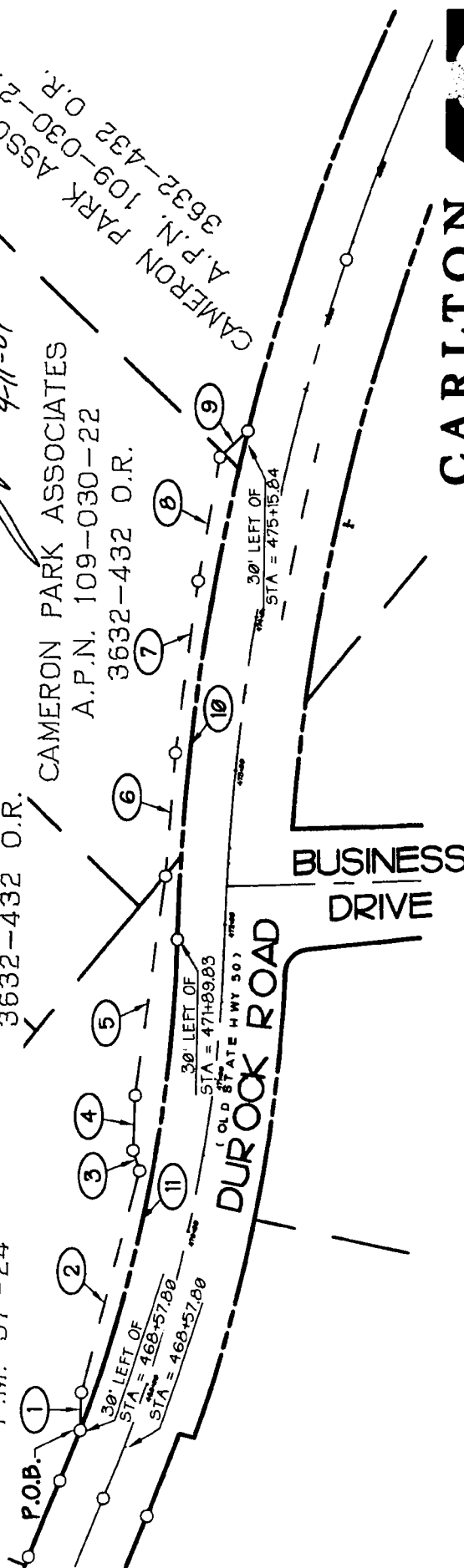
A.P.N. 109-240-03
PARCEL B
P.M. 37-24

CAMERON PARK ASSOCIATES

A.P.N. 109-030-22

3632-432 O.R.

3632-432 O.R.-21
A.P.N. 109-030-21
CAMERON PARK ASSOCIATES



CARLTON
Engineering Inc.

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

\\Fs1\Durrock Road Turn Lane\4549-01-03\DrawSet\Exhibits\E-EXP-454901-01

4543-01-03

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Slope Easement dated _____, 2009, from **CAMERON PARK ASSOCIATES, a California Joint Venture Consisting of 35 Lake Avenue, a California Limited Partnership, and Granite Advisory LLC, a California Limited Liability Company**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 109-030-21 & 22, 109-240-03

Dated this _____ day of _____, 2009.

COUNTY OF EL DORADO

By:

Ron Briggs, Chairman of the Board
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT "F"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
Assessor's Parcel Number: 109-030-21 & 22

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: Durock Road /Business Drive Signalization Project
Project #73354

TEMPORARY CONSTRUCTION EASEMENT

CAMERON PARK ASSOCIATES, A CALIFORNIA JOINT VENTURE CONSISTING OF 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP, AND GRANITE ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter referred to as "Grantor," grants to the **County of El Dorado, a political subdivision of the State of California,** 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 Easement Acquisition Agreement for Public Purposes entered into by Grantor and Grantee dated _____, 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 Durock Road /Business Drive Signalization Project. 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 Durock Road /Business Drive Signalization Project. 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 "F"

4. Compensation under this temporary construction easement covers the construction period estimated to be 1 (One) year of construction, together with the one-year warranty period. In the event that construction of the Durock Road /Business Drive Signalization Project is not completed within 1 (One) year of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$291.68 (Two-Hundred Ninety-One Dollars and Sixty-Eight Cents, exactly)** will be paid to Grantor, until construction is completed, at which time the one-year warranty period will commence at no additional compensation.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

GRANTOR:

**CAMERON PARK ASSOCIATES, A CALIFORNIA JOINT VENTURE CONSISTING OF
35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP, AND GRANITE
ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

CAMERON PARK ASSOCIATES,
A California Joint Venture

By: 35 LAKE AVENUE, A CALIFORNIA LIMITED PARTNERSHIP

By: City Star Investments, Inc.
Its: General Partner

By: David T. Mercer
Its: President and CEO

By: GRANITE ADVISORY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: David T. Mercer
Its: CEO

Notary Acknowledgements Follow

EXHIBIT A

Temporary Driveway Construction Easement

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

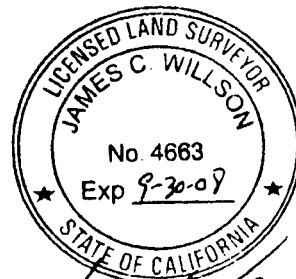
A portion of those certain parcels described in Grant Deed recorded in Book 3632 of Official Records at page 432 in the El Dorado County Recorders Office, State of California, being a portion of the Northeast Quarter of Section 11, and the Southeast Quarter of Section 2, Township 9 North, Range 9 East, described as follows:

A temporary construction easement more particularly described as follows:

BEGINNING AT A POINT lying on the Northerly right of way line of Durock Road (Old State Highway 50), said point being 30.00 feet Northerly or to the left of Engineer's Station 474+00 as said Stationing is delineated on the Old State Highway 50 plats, said point also being delineated as "P.O.B." on Exhibit B attached hereto; thence from said Point of Beginning, and leaving said Northerly right of way line, North 22°15'20" East a distance of 55.70 feet; thence due North a distance of 60.70 feet; thence South 89°57'02" East a distance of 52.39 feet; thence due South a distance of 45.49 feet; thence South 76°07'03" East a distance of 18.65 feet to a point on aforesaid Northerly right of way line, said point lying 30.00 feet to the left of Engineer's Station 475+08.59; thence along said Northerly right of way line and along the arc of a 1530.00 foot radius curve to the left through a central angle of 04°08'52" said curve being subtended by a chord bearing South 55°48'05" West a distance of 110.74 feet to the Point of Beginning.

Basis of bearings of this description is identical to Parcel Map filed in book 47 of Parcel Maps page 117 in the El Dorado County recorders office.

END DESCRIPTION



Carlton Engineering, Inc.
Job No.: 4543-01-03
Page 1 of 1

X:\Durock Road Turn Lane\4543-01-03\Office\Survey\Legal Descriptions\DUROCK DRIVE EASE.doc

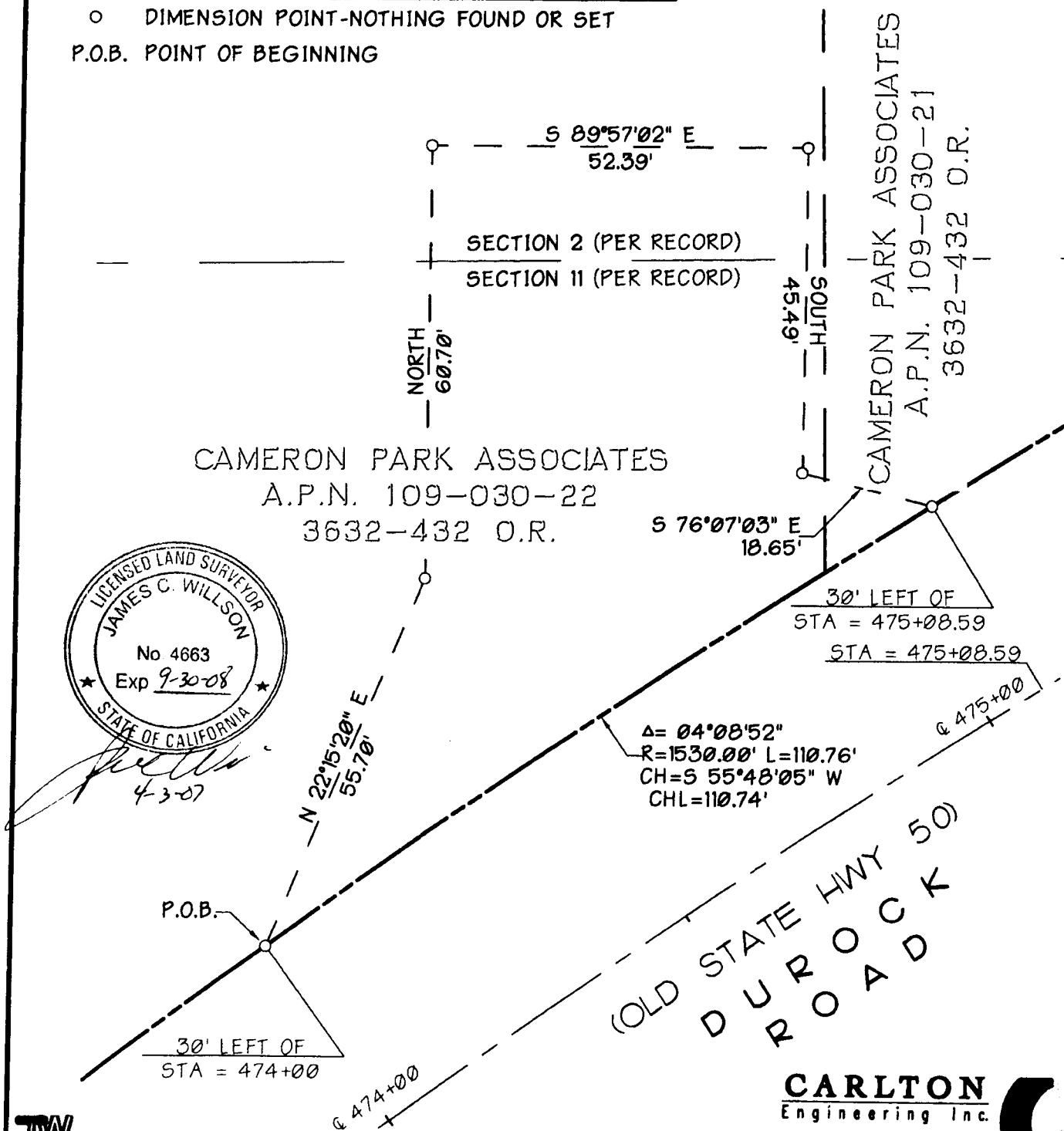
Exhibit B



A PORTION OF THE N.E. QUARTER OF SECTION 11 & THE
S.E. QUARTER OF SECTION 2, T. 9 N., R. 9 E., M.D.M.

LEGEND

- DIMENSION POINT-NOTHING FOUND OR SET
- P.O.B. POINT OF BEGINNING



CARLTON
Engineering Inc.

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



4543-01-03

7/21/09

X:\Durock Road Turn Lane\4543-01-03\Drawings\Exhibit\EXB-454301-03

09-0780-B-31

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated _____, 2009, from **CAMERON PARK ASSOCIATES, a California Joint Venture Consisting of 35 Lake Avenue, a California Limited Partnership, and Granite Advisory LLC, a California Limited Liability Company**, to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 109-030-21 & 22

Dated this _____ day of _____, 2009.

COUNTY OF EL DORADO

By: _____

Ron Briggs, Chairman of the Board
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk