

Seller: Serrano Associates, LLC  
APN: 121-120-22  
Project#: 71328  
Escrow#: 205-10800

## 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 **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, referred to herein as (“Seller”), with reference to the following facts:

### RECITALS

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit “A” (the “Property”).
- B. County desires to purchase an interest in the Property as a fee, described and depicted in Exhibit “B” and the exhibits thereto, and a utility easement for the benefit of El Dorado Irrigation District (EID), described and depicted in Exhibit “C” and the exhibits thereto, which are attached hereto and 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:

### AGREEMENT

#### 1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by the Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in Exhibit “B” and the exhibits thereto, and as described and depicted in Exhibit “C” and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

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**2. JUST COMPENSATION**

The just compensation for the Acquisition Properties are in the amount of **\$1,400.00 (One-thousand Four-hundred Dollars, exactly)**. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is \$1,400.00.

**3. ESCROW**

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10800, which has been opened at Placer Title Company ("Escrow Holder"), located at 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA, 95762, with Becky Slak, Escrow Officer. 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 and Utility Easement Deed. 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 October 31, 2012, 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, if applicable; and
- D. Documentary transfer tax, if any; and

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- E. All costs of executing and delivering the Grant Deed and Utility Easement Deed; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

**5. TITLE**

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

**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 Agreement section and elsewhere in this Agreement shall survive delivery of the Acquisition Properties.

**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 Acquisition Properties by the County or County's contractors or

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authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements for the US Hwy. 50 / Silva Valley Parkway Interchange project, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. 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 Acquisition Properties 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 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.

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

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Utility Easement Deed prior to the Close of Escrow, for delivery to the County and EID at Close of Escrow.

Seller: Serrano Associates, LLC  
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- 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 and EID's Certificates of Acceptance to be attached to and recorded with the Grant Deed and Utility Easement Deed.
- C. Escrow Holder shall:
- (i) Record the Grant Deed as described and depicted in Exhibit "B" and the exhibits thereto and the Utility Easement Deed as described and depicted in Exhibit "C" and the exhibits thereto, together with County's and EID'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.

**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

Seller: Serrano Associates, LLC  
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follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER:** Serrano Associates, LLC  
4525 Serrano Parkway  
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  
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.

**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.

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**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 Property exceeding a period of one month.

**21. CONSTRUCTION CONTRACT WORK**

County or County's contractor will, at the time of construction, replace any existing landscape materials in-kind or install any erosion control materials as specified in the project contract documents, adjacent to the southerly boundary of the Property in the utility easement area. 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.

**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 Property (Assessor's Parcel Number: 121-120-22) 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

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in Section 21, the County will not be responsible for any maintenance, upkeep or repair of the areas that are reconstructed and re-landscaped that lie within the boundaries of the Property.

**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.

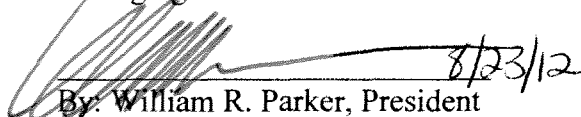
**24. ENTIRE AGREEMENT**

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.

**SELLER:**

**SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

By: Parker Development Company,  
a California corporation  
Its: Managing Member

 8/23/12  
By: William R. Parker, President

**COUNTY OF EL DORADO**

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

\_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors

ATTEST:  
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:

**ALL THAT PORTION OF SECTIONS 1, 2 AND 11, OF TOWNSHIP 9 NORTH, RANGE 8 EAST, M.D.B.&M. BEING PARCEL B OF PARCEL MAP IN BOOK 47 AT PAGE 63 AND LOT C OF SUB. 1-77, DESCRIBED AS FOLLOWS:**

**TRACT 2, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 31, 2002 IN BOOK 25 OF RECORD OF SURVEYS AT PAGE 148.**

**EXCEPTING THEREFROM ALL THAT PORTION AS GRANTED TO THE COUNTY OF EL DORADO, IN FEE, AS SET FORTH IN RESOLUTION AND OFFER OF DEDICATION RECORDED MARCH 11, 2009 IN SERIES NO. 2009-0010889, OFFICIAL RECORDS.**

**ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, INERT GASES, MINERALS AND METALS, LYING BELOW A DEPTH OF OF 500 FEET FROM THE SURFACE OF SAID LAND AND REAL PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE THE SURFACE OF SAID LAND AND REAL PROPERTY OR ANY PORTION THEREOF ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SUCH LAND AND REAL PROPERTY FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THE DEEDS FROM EL DORADO HILLS INVESTORS, LTD., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED OCTOBER 23, 1989, IN BOOK 3227 OF OFFICIAL RECORDS, AT PAGES 279 AND 303.**

A.P.N. 121-120-22-100

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
CT#  
APN 121-120-22

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

Above Section for Recorder's Use

**GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, 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 addition, the Grantor hereby GRANT(s) to the COUNTY OF EL DORADO, the release and relinquishment of any and all abutter's rights including access rights, appurtenant to the above described property, in and to the adjacent State highway right of way, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

This conveyance is made for the purpose of establishing said State highway by the grantee as a freeway and it is agreed that the grantor's above described property shall have no access thereto.

The grantor, for itself, its successors and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the State highway right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said right of way.

IN WITNESS HEREOF, said Grantor has caused its name to be hereunto subscribed and its seal, if any, affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**  
SERRANO ASSOCIATES, LLC  
a Delaware limited liability company

By: Parker Development Company,  
a California corporation  
Its: Managing Member

\_\_\_\_\_  
By: William R. Parker, President

**EXHIBIT A**

**APN 121-120-22**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of TRACT 2, as shown on the map titled "RECORD OF SURVEY", filed in Book 25 of Record of Surveys, at Page 148, El Dorado County Records, more particularly described as follows:

**FEE**

All that portion of said property lying southerly and easterly of the following described line:

**Commencing** at a 3/4" iron pipe with cap, stamped "RCE 20462", marking the most easterly corner of last said TRACT 2 as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along the easterly line of last said TRACT 2 and the westerly line of SILVA VALLEY PARKWAY, as shown on last said Map, North 23°35'17" West, 41.47 feet to the **Point of Beginning**; thence South 62°19'30" West 245.51 feet; thence South 70°53'56" West 191.65 feet; thence South 59°25'15" West 370.31 feet to a point on the northerly Right-of-Way line of State Route 50, as shown on last said Map and the **Point of Termination**; from which point, said **Point of Commencement** bears along last said Right-of-Way the following three (3) courses:

1. North 74°00'29" East 64.24 feet;
2. North 59° 45' 34" East 362.41 feet; and
3. North 70°32'04" East 380.85 feet.

Containing 13,221 square feet or 0.30 acres, more or less.

See Exhibit "B", attached hereto and made a part hereof.

This conveyance is made for the purpose of a freeway and the undersigned hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to the remaining property in which the undersigned has some right, title or interest in and to said freeway.

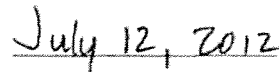
Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Albert DeLeon, LS 7716

License expires 3-31-13



Date



**LEGEND**

- PROPOSED & EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

EXHIBIT "B"

*Albert De Leon*  
July 12, 2012



**LINE TABLE**

① N23°35'17"W 41.47'

SERRANO ASSOCIATES, LLC  
APN 121-120-22  
32 RS 88  
25 RS 148  
TRACT 2

SILVA VALLE PARKWAY  
easterly line of TRACT 2

POINT OF BEGINNING

POINT OF COMMENCEMENT  
3/4" IRON PIPE WITH CAP,  
STAMPED "RCE 20462"

FEE  
0.30± Acres  
13,221± SQ FT

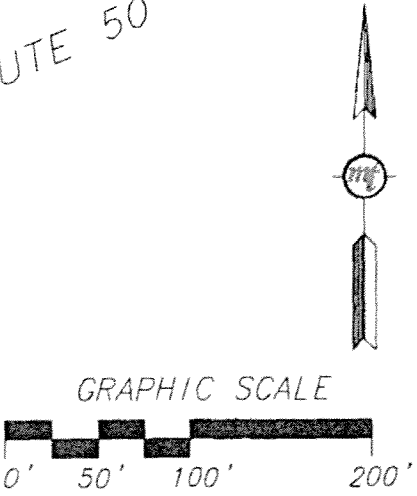
STATE ROUTE 50

SEE SHEET 2

S59°25'15"W 370.31'  
N59°45'34"W 362.41'

S70°53'56"W 191.65'  
N70°32'05"E 380.85'

SECTION 2  
SECTION 1



SHEET 1 OF 2



EXHIBIT "B"  
APN 121-120-22  
IN THE COUNTY OF EL DORADO  
STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
7300 Folsom Blvd, Ste. 203  
Sacramento, CA 95826  
(916) 381-9100

DWG. BY RPM  
CK. BY MJS

SCALE  
1"=100'

EXHIBIT "B"

**LEGEND**

- PROPOSED & EXISTING
- LLL ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

SERRANO ASSOCIATES, LLC

APN 121-120-22  
 32 RS 88  
 25 RS 148  
 TRACT 2

**LINE TABLE**

② N74°00'29"E 64.24'

POINT OF TERMINATION

northerly Right-of-Way line  
 State Route 50

FEE  
 0.30± Acres  
 13,221± SQ FT

S59°25'15"W 370.31'  
 N59°45'34"E 362.41'

SEE SHEET 1

STATE ROUTE 50



GRAPHIC SCALE



SHEET 2 OF 2



DWG. BY RPM

SCALE

CK. BY MJS

1"=100'

EXHIBIT "B"  
 APN 121-120-22  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
 7300 Folsom Blvd, Ste. 203  
 Sacramento, CA 95826  
 (916) 381-9100

WHEN RECORDED, RETURN TO:

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

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**CERTIFICATE OF ACCEPTANCE**

**This is to certify** that the interest in real property conveyed by the Grant Deed dated

\_\_\_\_\_, 2012 from **SERRANO ASSOCIATES, LLC, A DELAWARE 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

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

Recording Requested By, & When Recorded

Mail to: El Dorado Irrigation District  
c/o Jim Hilton  
2890 Mosquito Road  
Placerville, CA 95667

Documentary Transfer Tax \$\_\_\_\_\_ RTT 11922  
\_\_\_ Computed on full value of property conveyed  
\_\_\_ Or computed on full value less liens and  
encumbrances remaining at time of sale.

EID \_\_\_\_\_  
Signature of declarant of agent determining tax  
Permission to use pipeline from Grantor

Project Name: US Hwy. 50 /Silva Valley Parkway  
Interchange Project #71328  
W.O. #

Parcel No.: APN 121-120-22

For Recorder's Use Only

**GRANT OF EASEMENT**

**SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter called GRANTOR, does hereby grant to the **EL DORADO IRRIGATION DISTRICT**, its successors and assigns, hereinafter called GRANTEE, permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more **RECYCLED WATER** pipelines and all underground and surface appurtenances thereto on, over, across and under all that certain real property situate in the County of El Dorado, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" and "B"

The Grantor shall not construct or place any structure, excluding roadways, but including, and not limited to, buildings, swimming pools, patios, yard light, block or concrete type walls or fences, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Grantor shall not modify grading within the easement such that the depth of cover over the pipeline(s) is reduced or increased unless approved by Grantee. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the District without liability for damages arising therefrom.

The Grantee agrees that other public utilities such as storm sewer, telephone lines, gas, and electric lines, may be installed in the above described easement as long as they do not interfere with the Grantee's rights herein granted. All public utilities, crossing the easement herein granted, must cross at right angles, where feasible, and any and all of said utilities which parallel the Grantee's facilities will not be permitted within four feet of said Grantee facilities, or as otherwise approved by Grantee. All surface and sub-surface uses of the easement shall be approved in writing by the Grantee prior to installation.



IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name this \_\_\_\_ day of \_\_\_\_\_, 2012.

**SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

By: Parker Development Company,  
a California corporation  
Its: Managing Member

\_\_\_\_\_  
By: William R. Parker, President

- **NOTARY ACKNOWLEDGEMENT ATTACHED** -

**EXHIBIT A**

**APN 121-120-22**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of TRACT 2, as shown on the map titled "RECORD OF SURVEY", filed in Book 25 of Record of Surveys, at Page 148, El Dorado County Records, more particularly described as follows:

**EID EASEMENT**

**Commencing** at a 3/4" iron pipe with cap, stamped "RCE 20462", marking the most easterly corner of last said TRACT 2 and shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along the easterly line of last said TRACT 2 and the westerly line of SILVA VALLEY PARKWAY, as shown on last said Map, North 23°35'17" West, 41.47 feet; thence South 62°19'30" West 245.51 feet; thence South 70°53'56" West 191.65 feet; thence South 59°25'15" West 7.46 feet to a point on the westerly line of the GRANT OF EASEMENT to the EL DORADO IRRIGATION DISTRICT, recorded in Book 1604, at Page 96, Official Records of El Dorado County and the **Point of Beginning**; thence South 59°25'15" West 163.34 feet to a point on last said westerly line; thence South 60°48'23" West 122.77 feet to the northerly line of last said GRANT OF EASEMENT; thence along last said northerly line, South 72°07'49" West 77.41 feet; thence leaving last said northerly line, North 59°25'15" East 400.63 feet to last said westerly line; thence along last said westerly line, South 32°17'47" West 43.87 feet to the **Point of Beginning**.

Containing 6,573 square feet or 0.15 acres, more or less.

See Exhibit "B", attached hereto and made a part hereof.

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35.  
Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to  
obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,  
or under my direction, in conformance with the Professional Land Surveyors Act.

Albert DeLeon  
Albert DeLeon, LS 7716

August 25, 2011  
Date

License expires 3-31-13

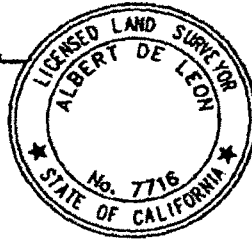


**LEGEND**

PROPOSED & EXISTING  
 LLL ACCESS-CONTROL  
 RIGHT OF WAY

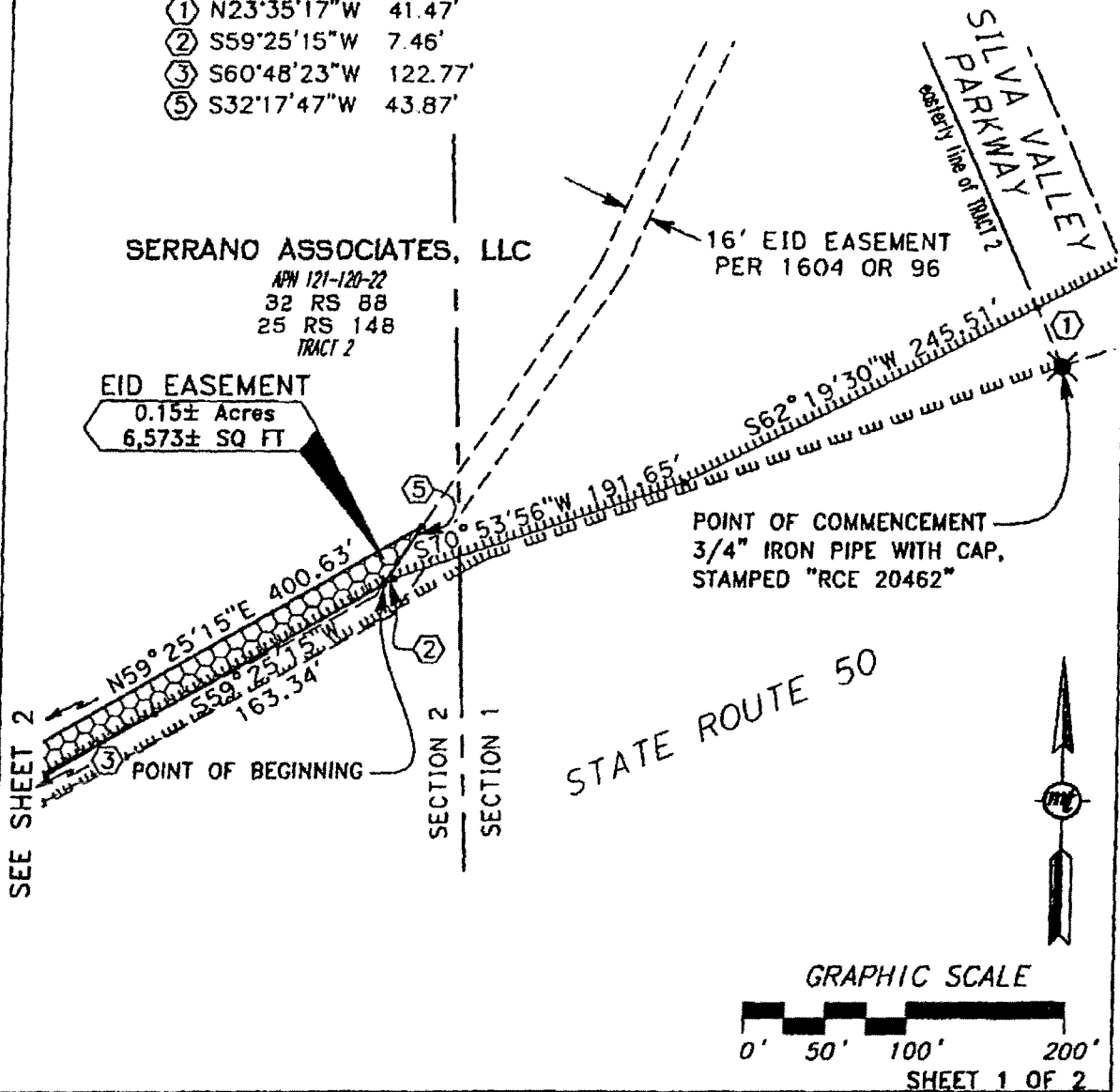
- DIMENSION POINT  
 TYPICAL

EXHIBIT "B"  
*Albert De Leon*  
 August 25, 2011



**LINE TABLE**

- ① N23°35'17"W 41.47'
- ② S59°25'15"W 7.46'
- ③ S60°48'23"W 122.77'
- ⑤ S32°17'47"W 43.87'



	<b>EXHIBIT "B"</b>		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
	APN 121-120-22 IN THE COUNTY OF EL DORADO STATE OF CALIFORNIA		
DWG. BY RPM	SCALE		
CK. BY MJS	1"=100'		

EXHIBIT "B"

**LEGEND**

PROPOSED & EXISTING  
 LLL ACCESS-CONTROL  
 RIGHT-OF-WAY

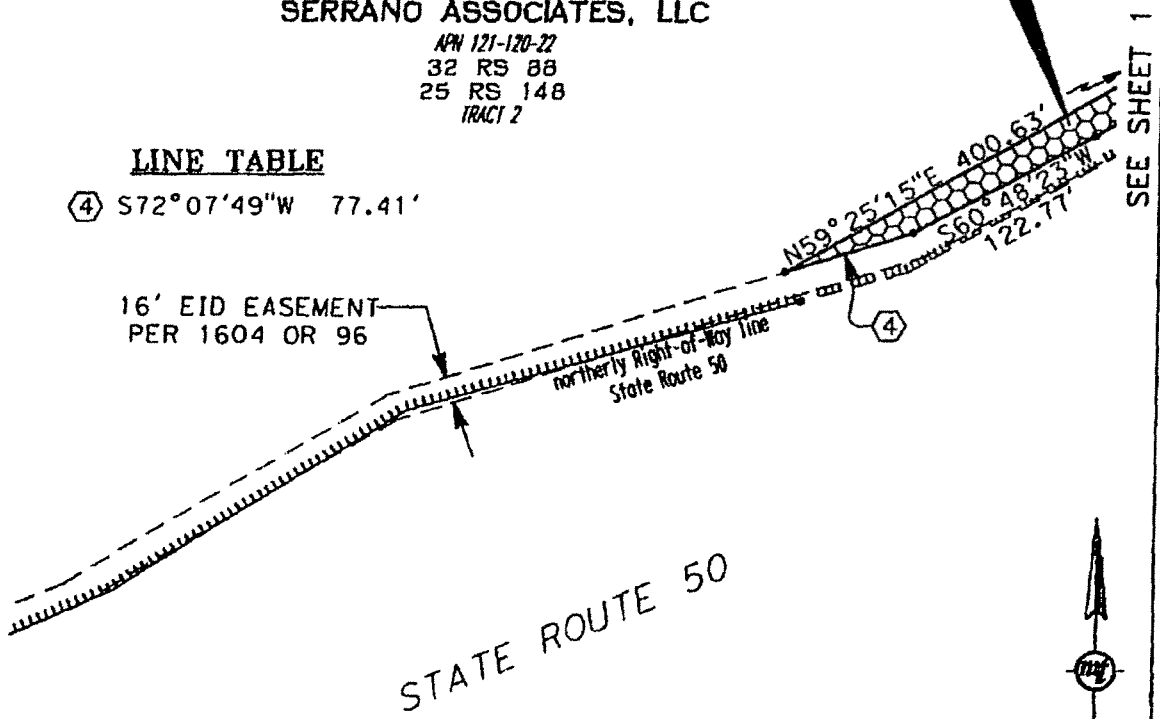
- DIMENSION POINT  
 TYPICAL

**SERRANO ASSOCIATES, LLC**  
 APN 121-120-22  
 32 RS 88  
 25 RS 148  
 TRACT 2

**LINE TABLE**

④ S72°07'49"W 77.41'

**EID EASEMENT**  
 0.15± Acres  
 6,573± SQ FT




SEE SHEET 1

STATE ROUTE 50

GRAPHIC SCALE



SHEET 2 OF 2

	<b>EXHIBIT "B"</b> APN 121-120-22 IN THE COUNTY OF EL DORADO STATE OF CALIFORNIA		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
	DWG. BY RPM CK. BY MJS	SCALE 1"=100'	

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code §27281)

This is to certify that the interest in real property conveyed by the Grant of Easement dated \_\_\_\_\_, 2012, from **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, (APN: 121-120-22) to El Dorado Irrigation District, a special district organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the El Dorado Irrigation District pursuant to the authority conferred by Resolution No. 2010-019 of the Board of Directors of El Dorado Irrigation District adopted on April 12, 2010, and grantee consents to recordation thereof by its duly authorized officer.

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

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

Real Estate Program Administrator

ATTEST:

\_\_\_\_\_  
Jennifer Sullivan  
Clerk to the Board  
El Dorado Irrigation District

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas D. Cumpston  
General Counsel

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

El Dorado County  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
CT#  
APN 121-120-22

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

Above Section for Recorder's Use

## GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, in fee, 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 addition, the Grantor hereby GRANT(s) to the COUNTY OF EL DORADO, the release and relinquishment of any and all abutter's rights including access rights, appurtenant to the above described property, in and to the adjacent State highway right of way, as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

This conveyance is made for the purpose of establishing said State highway by the grantee as a freeway and it is agreed that the grantor's above described property shall have no access thereto.

The grantor, for itself, its successors and assigns, hereby waives any claim for any and all damages to grantor's remaining property contiguous to the State highway right of way hereby conveyed by reason of the location, construction, landscaping or maintenance of said right of way.

IN WITNESS HEREOF, said Grantor has caused its name to be hereunto subscribed and its seal, if any, affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**  
SERRANO ASSOCIATES, LLC  
a Delaware limited liability company

By: Parker Development Company,  
a California corporation  
Its: Managing Member

\_\_\_\_\_  
By: William R. Parker, President

**EXHIBIT A**

**APN 121-120-22**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of TRACT 2, as shown on the map titled "RECORD OF SURVEY", filed in Book 25 of Record of Surveys, at Page 148, El Dorado County Records, more particularly described as follows:

**FEE**

All that portion of said property lying southerly and easterly of the following described line:

**Commencing** at a 3/4" iron pipe with cap, stamped "RCE 20462", marking the most easterly corner of last said TRACT 2 as shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along the easterly line of last said TRACT 2 and the westerly line of SILVA VALLEY PARKWAY, as shown on last said Map, North 23°35'17" West, 41.47 feet to the **Point of Beginning**; thence South 62°19'30" West 245.51 feet; thence South 70°53'56" West 191.65 feet; thence South 59°25'15" West 370.31 feet to a point on the northerly Right-of-Way line of State Route 50, as shown on last said Map and the **Point of Termination**; from which point, said **Point of Commencement** bears along last said Right-of-Way the following three (3) courses:

1. North 74°00'29" East 64.24 feet;
2. North 59° 45' 34" East 362.41 feet; and
3. North 70°32'04" East 380.85 feet.

Containing 13,221 square feet or 0.30 acres, more or less.


See Exhibit "B", attached hereto and made a part hereof.



This conveyance is made for the purpose of a freeway and the undersigned hereby releases and relinquishes to the grantee any and all abutter's rights of access, appurtenant to the remaining property in which the undersigned has some right, title or interest in and to said freeway.

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35. Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
\_\_\_\_\_  
Albert DeLeon, LS 7716  
License expires 3-31-13

July 12, 2012  
Date



**LEGEND**

- PROPOSED & EXISTING
- ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

EXHIBIT "B"  
*Albert De Leon*  
 July 12, 2012



**LINE TABLE**

① N23°35'17"W 41.47'

SERRANO ASSOCIATES, LLC  
 APN 121-120-22  
 32 RS 88  
 25 RS 148  
 TRACT 2

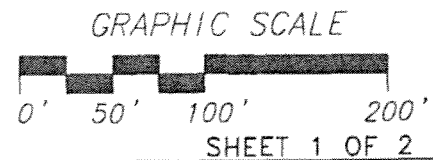
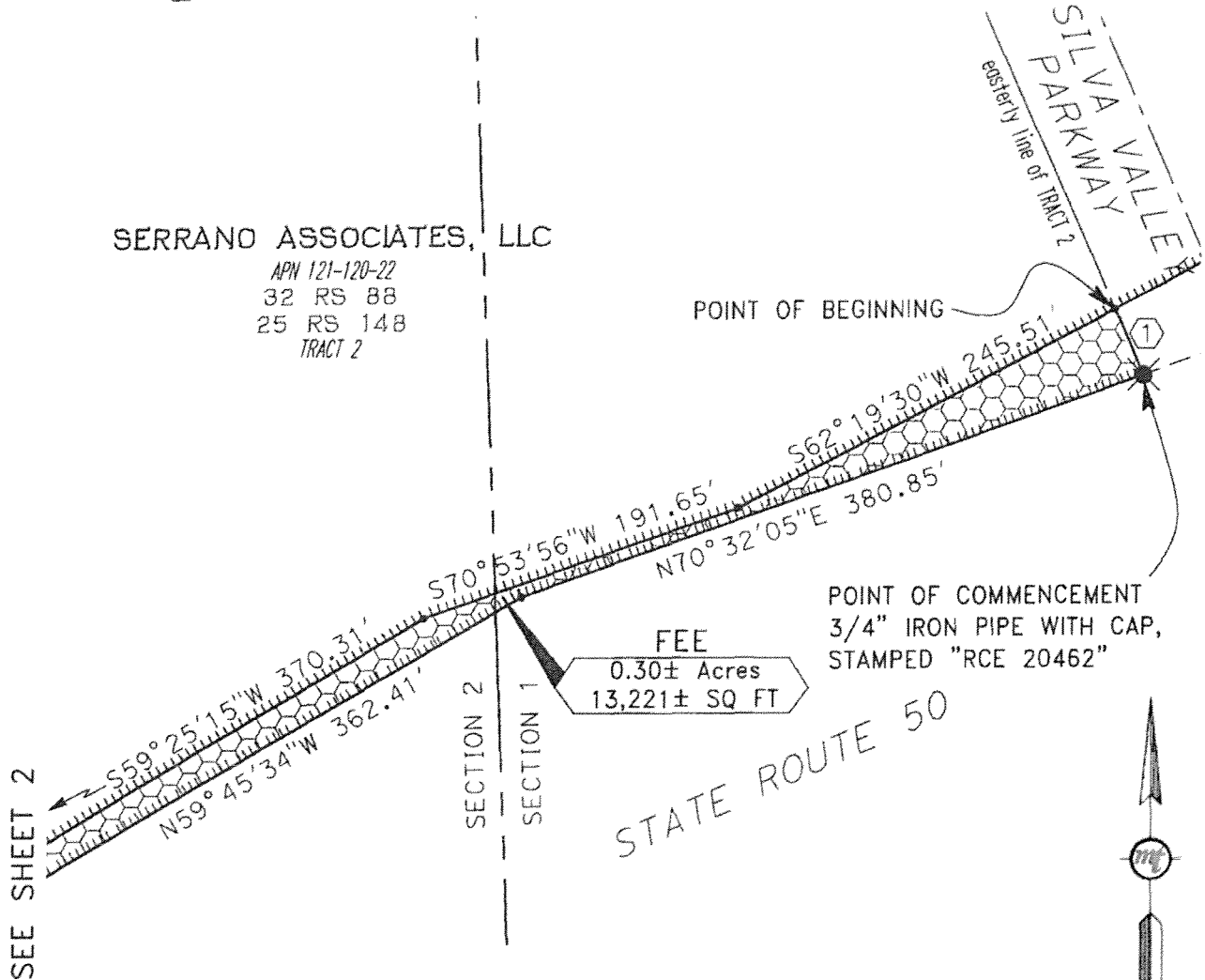


	EXHIBIT "B" APN 121-120-22 IN THE COUNTY OF EL DORADO STATE OF CALIFORNIA		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
	DWG. BY RPM CK. BY MJS	SCALE 1"=100'	

EXHIBIT "B"

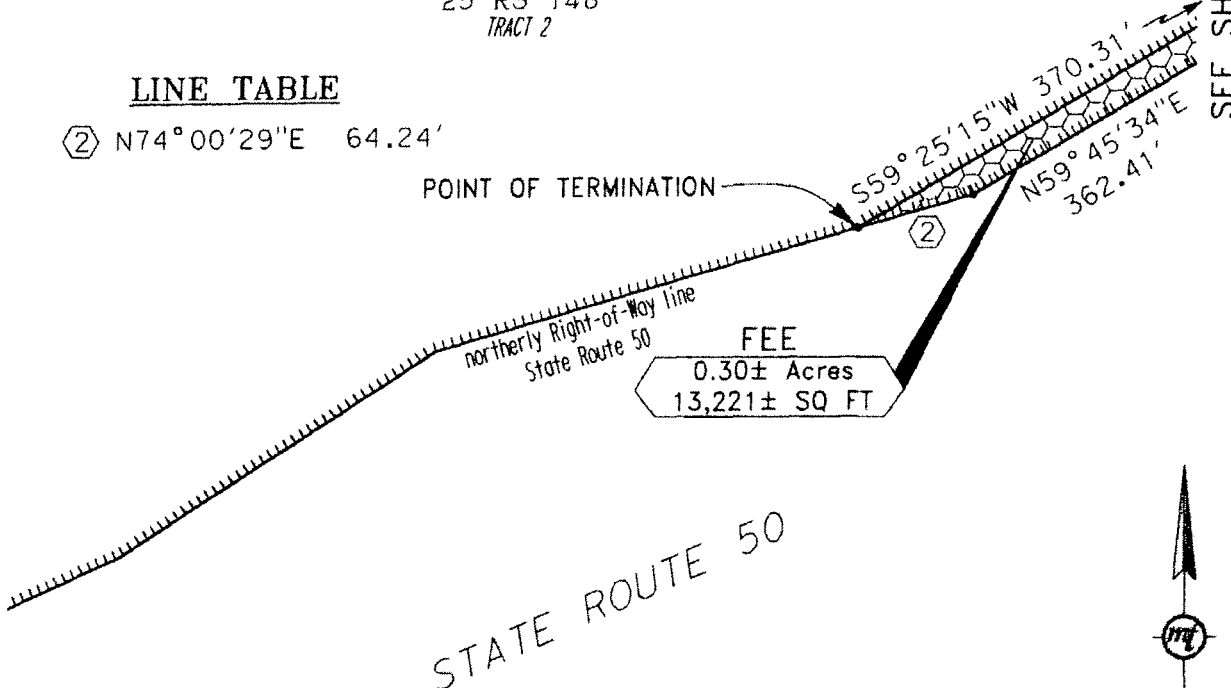
**LEGEND**

- PROPOSED & EXISTING
- LLL ACCESS-CONTROL RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

SERRANO ASSOCIATES, LLC  
 APN 121-120-22  
 32 RS 88  
 25 RS 148  
 TRACT 2

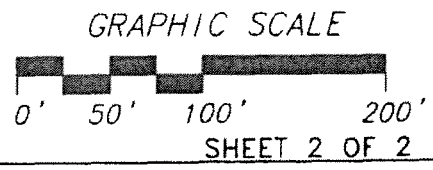
**LINE TABLE**


② N74°00'29"E 64.24'



SEE SHEET 1

STATE ROUTE 50



	<b>EXHIBIT "B"</b> APN 121-120-22 IN THE COUNTY OF EL DORADO STATE OF CALIFORNIA		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
	DWG. BY RPM CK. BY MJS	SCALE 1"=100'	

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 Grant Deed dated

\_\_\_\_\_, 2012 from **SERRANO ASSOCIATES, LLC, A DELAWARE 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
John R. Knight, Chair  
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

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

Recording Requested By, & When Recorded  
Mail to: El Dorado Irrigation District  
c/o Jim Hilton  
2890 Mosquito Road  
Placerville, CA 95667

Documentary Transfer Tax \$ \_\_\_\_\_ RTT 11922  
\_\_\_ Computed on full value of property conveyed  
\_\_\_ Or computed on full value less liens and  
encumbrances remaining at time of sale.

EID \_\_\_\_\_  
Signature of declarant of agent determining tax  
Permission to use pipeline from Grantor

Project Name: US Hwy. 50 /Silva Valley Parkway  
Interchange Project #71328  
W.O. #

Parcel No.: APN 121-120-22

For Recorder's Use Only

## GRANT OF EASEMENT

**SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter called GRANTOR, does hereby grant to the **EL DORADO IRRIGATION DISTRICT**, its successors and assigns, hereinafter called GRANTEE, permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more **RECYCLED WATER** pipelines and all underground and surface appurtenances thereto on, over, across and under all that certain real property situate in the County of El Dorado, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" and "B"

The Grantor shall not construct or place any structure, excluding roadways, but including, and not limited to, buildings, swimming pools, patios, yard light, block or concrete type walls or fences, or plant any permanent shrub, or tree, on any part of the above described easement as of the date of this agreement. Grantor shall not modify grading within the easement such that the depth of cover over the pipeline(s) is reduced or increased unless approved by Grantee. Any of the above described items placed within the above described easement subsequent to the date of this easement, may be removed by the District without liability for damages arising therefrom.

The Grantee agrees that other public utilities such as storm sewer, telephone lines, gas, and electric lines, may be installed in the above described easement as long as they do not interfere with the Grantee's rights herein granted. All public utilities, crossing the easement herein granted, must cross at right angles, where feasible, and any and all of said utilities which parallel the Grantee's facilities will not be permitted within four feet of said Grantee facilities, or as otherwise approved by Grantee. All surface and sub-surface uses of the easement shall be approved in writing by the Grantee prior to installation.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name this \_\_\_\_ day of \_\_\_\_\_, 2012.

**SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

By: Parker Development Company,  
a California corporation  
Its: Managing Member

\_\_\_\_\_  
By: William R. Parker, President

- **NOTARY ACKNOWLEDGEMENT ATTACHED** -

**EXHIBIT A**

**APN 121-120-22**

**LEGAL DESCRIPTION**

All that property situate in the County of El Dorado, State of California, being a portion of TRACT 2, as shown on the map titled "RECORD OF SURVEY", filed in Book 25 of Record of Surveys, at Page 148, El Dorado County Records, more particularly described as follows:

**EID EASEMENT**

**Commencing** at a 3/4" iron pipe with cap, stamped "RCE 20462", marking the most easterly corner of last said TRACT 2 and shown on the map titled "RECORD OF SURVEY", filed in Book 32 of Record of Surveys, at Page 88, El Dorado County Records; thence along the easterly line of last said TRACT 2 and the westerly line of SILVA VALLEY PARKWAY, as shown on last said Map, North 23°35'17" West, 41.47 feet; thence South 62°19'30" West 245.51 feet; thence South 70°53'56" West 191.65 feet; thence South 59°25'15" West 7.46 feet to a point on the westerly line of the GRANT OF EASEMENT to the EL DORADO IRRIGATION DISTRICT, recorded in Book 1604, at Page 96, Official Records of El Dorado County and the **Point of Beginning**; thence South 59°25'15" West 163.34 feet to a point on last said westerly line; thence South 60°48'23" West 122.77 feet to the northerly line of last said GRANT OF EASEMENT; thence along last said northerly line, South 72°07'49" West 77.41 feet; thence leaving last said northerly line, North 59°25'15" East 400.63 feet to last said westerly line; thence along last said westerly line, South 32°17'47" West 43.87 feet to the **Point of Beginning**.

Containing 6,573 square feet or 0.15 acres, more or less.

See Exhibit "B", attached hereto and made a part hereof.

Bearings used in the above description(s) are based upon CCS83 Zone 2, Epoch 1991.35.  
Grid distances shown are in US Survey feet, divide the distances shown above by 0.99991 to  
obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company, Inc., by me,  
or under my direction, in conformance with the Professional Land Surveyors Act.

Albert DeLeon  
Albert DeLeon, LS 7716

August 25, 2011  
Date

License expires 3-31-13



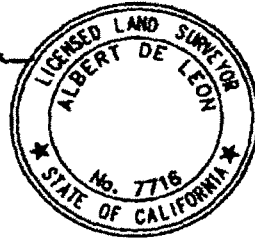


**LEGEND**

PROPOSED & EXISTING  
 LLL ACCESS-CONTROL  
 RIGHT OF WAY

- DIMENSION POINT  
 TYPICAL

EXHIBIT "B"  
*Albert De Leon*  
 August 25, 2011



**LINE TABLE**

- ① N23°35'17"W 41.47'
- ② S59°25'15"W 7.46'
- ③ S60°48'23"W 122.77'
- ⑤ S32°17'47"W 43.87'

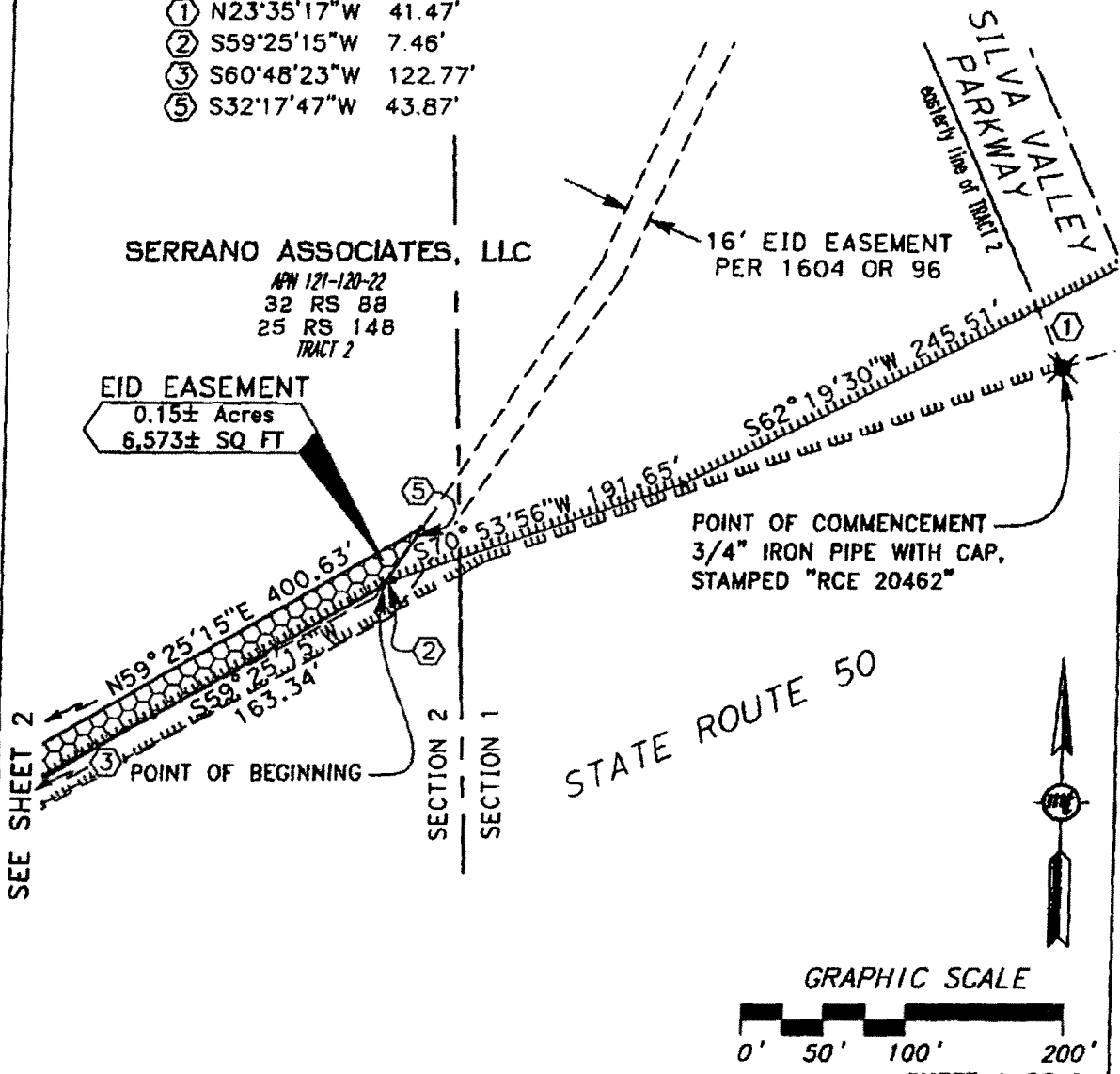
**SERRANO ASSOCIATES, LLC**


APN 121-120-22  
 32 RS 88  
 25 RS 148  
 TRACT 2

**EID EASEMENT**

0.15± Acres  
 6,573± SQ FT

16' EID EASEMENT  
 PER 1604 OR 96



  
 DWG. BY RPM  
 CK. BY MJS

SCALE  
 1"=100'

EXHIBIT "B"  
 APN 121-120-22  
 IN THE COUNTY OF EL DORADO  
 STATE OF CALIFORNIA

Mark Thomas & Co., Inc.  
 7300 Folsom Blvd, Ste. 203  
 Sacramento, CA 95826  
 (916) 381-9100

EXHIBIT "B"

**LEGEND**

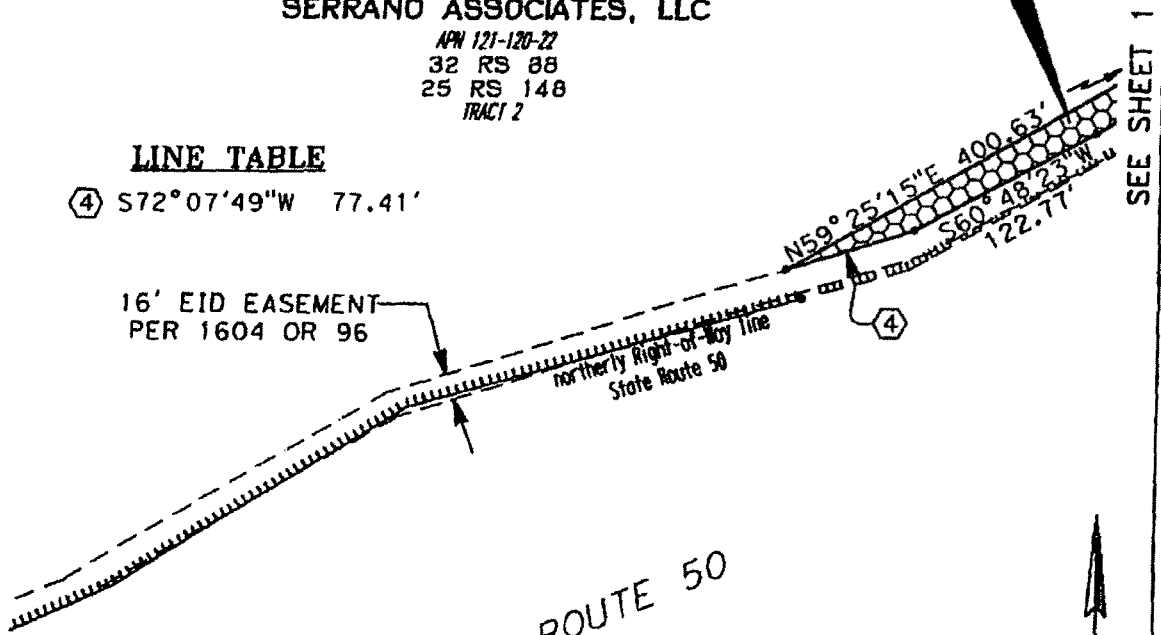
- PROPOSED & EXISTING
- ┆┆┆ ACCESS-CONTROL
- RIGHT-OF-WAY
- DIMENSION POINT TYPICAL

SERRANO ASSOCIATES, LLC  
 APN 121-120-22  
 32 RS 88  
 25 RS 148  
 TRACT 2

**LINE TABLE**

(4) S72°07'49"W 77.41'

EID EASEMENT  
 0.15± Acres  
 6,573± SQ FT



SEE SHEET 1

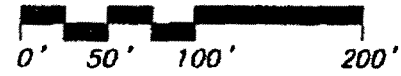
STATE ROUTE 50

16' EID EASEMENT  
 PER 1604 OR 96


northerly Right-of-Way line  
 State Route 50



GRAPHIC SCALE



SHEET 2 OF 2

	EXHIBIT "B" APN 121-120-22 IN THE COUNTY OF EL DORADO STATE OF CALIFORNIA		Mark Thomas & Co., Inc. 7300 Folsom Blvd, Ste. 203 Sacramento, CA 95826 (916) 381-9100
	DWG. BY RPM CK. BY MJS	SCALE 1"=100'	

**CERTIFICATE OF ACCEPTANCE**  
(California Government Code §27281)

This is to certify that the interest in real property conveyed by the Grant of Easement dated \_\_\_\_\_, 2012, from **SERRANO ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (APN: 121-120-22)** to El Dorado Irrigation District, a special district organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the El Dorado Irrigation District pursuant to the authority conferred by Resolution No. 2010-019 of the Board of Directors of El Dorado Irrigation District adopted on April 12, 2010, and grantee consents to recordation thereof by its duly authorized officer.

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

By: \_\_\_\_\_  
Real Estate Program Administrator

ATTEST:

\_\_\_\_\_  
Jennifer Sullivan  
Clerk to the Board  
El Dorado Irrigation District

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas D. Cumpston  
General Counsel