

Seller: GREEN VALLEY  
MARKETPLACE  
LLC  
APN: 110-130-37  
Escrow#: 1601-1247

**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 **GREEN VALLEY MARKETPLACE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, referred to herein as ("Seller"), with reference to the following facts:

**RECITALS**

- A. Seller owns that certain real property located in an unincorporated area of 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 PUBLIC UTILITY EASEMENT, as described and depicted in Exhibit B, and the exhibits thereto, which are attached hereto and referred to hereinafter as "the Easement", 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 Board of Supervisors, hereby agrees to acquire from Seller, the Easement, as described and depicted in the attached Exhibit B, and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

Seller mw  \_\_\_\_\_

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**2. JUST COMPENSATION**

The just compensation for the Easement is in the amount of **\$2,352.20 for a PUBLIC UTILITY EASEMENT, rounded to a total compensation of \$2,400.00 (Two Thousand Four Hundred Dollars, exactly).**

**3. ESCROW**

The acquisition of the Easement shall be consummated by means of **Escrow No. 1601-1247** for APN 110-130-37 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 Easement. 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, 2015**, 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

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

**5. TITLE**

Seller shall, by Grant of Easement, grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement 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 Easement.
- E. For the purposes of this Agreement, "Seller's knowledge" and any similar phrases shall mean the actual, present knowledge of Henry Avila, without the imputation of

Seller MMW HA \_\_\_\_\_

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any constructive knowledge, and without any inquiry or investigation, and there shall be no personal liability on the part of Henry Avila arising out of any representations or warranties made herein. Except as is otherwise expressly provided in this Agreement, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property.

**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 Easement 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, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the Close of Escrow between the Seller and County for the easement acquisition. 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. MORTGAGES, DEEDS OF TRUST**

Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said monies

Seller mw AC \_\_\_\_\_

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credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

**9. WAIVER OF AND RELEASE OF CLAIMS**

This Agreement is full consideration for all claims and damage that Seller may have relating to the public use for which the Easement is 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.

**10. 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.

**11. REAL ESTATE BROKER**

Buyer and Seller have not employed a broker or sales agent in connection with the acquisition or sale of the Easement. 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.

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

- A. Seller shall execute and deliver to Escrow Holder the Easement 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 Certificate of Acceptance to be attached to and

Seller mw  \_\_\_\_\_

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recorded with the Easement.

C. Escrow Holder shall:

- (i) Record the Grant of Easement Deed for the Easement described and depicted in Exhibit B and the exhibits thereto, together with County's Certificate of Acceptance.
- (ii) Deliver the just compensation to Seller.

**13. 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.

**14. 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.

**15. 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           mmw

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**SELLER:** GREEN VALLEY MARKETPLACE LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY  
Attn: Sharyl Beamer  
Donahue Schriber  
3501 Del Paso Road, Ste. 100  
Sacramento, CA 95835

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

**COPIES TO:** County of El Dorado  
CDA, Transportation Division  
Attn: R/W Unit  
2850 Fairlane Court  
Placerville, CA 95667

**16. 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.

**17. 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.

**18. 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.

Seller mw AC \_\_\_\_\_

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**19. 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.

**20. 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. 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.

**23. 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.

**24. AUTHORIZED SIGNATURES**

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

Seller mwj  \_\_\_\_\_



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**SELLER: GREEN VALLEY MARKETPLACE LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

By: Donahue Schriber Realty Group, L.P.,  
A Delaware Limited Partnership  
Its Managing Member

By: Donahue Schriber Realty Group Inc.  
A Maryland Corporation  
Its General Partner

By: mark l whitfield  
Name: Mark L. Whitfield  
Its: Executive Vice President

By: [Signature]  
Name: Lawrence P. Casey  
Its: President/COO

**COUNTY OF EL DORADO:**

Date: 11/17/15

By: [Signature]  
Brian K. Veerkamp, Chair  
Board of Supervisors

Seller mw [Signature]

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ATTEST:

James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk



Seller   \_\_\_\_\_

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 THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 8 EAST, M.D.B.&M. AND BEING A PORTION OF LOT "L" OF LAKE FOREST SUBDIVISION, DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON DECEMBER 3, 2004 IN BOOK 48 OF PARCEL MAPS AT PAGE 135.

EXCEPTING THEREFROM FIFTY PERCENT (50%) OF ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 100 FEET UNDER THE ABOVE DESCRIBED PROPERTY WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, BY DEED RECORDED APRIL 19, 1985 IN BOOK 2422 AT PAGE 620.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP BOOK 48 AT PAGE 135 AS SET FORTH AND ACCEPTED BY THE COUNTY OF EL DORADO BY IRREVOCABLE OFFERS OF DEDICATIONS RECORDED JANUARY 13, 2006 IN SERIES NO. 2006-0002868, 2006-0002869 AND 2006-0002870 OFFICIAL RECORDS.

A.P.N. 110-130-35-100  
A.P.N. 110-130-37-100

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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

**APN 110-130-37  
GREEN VALLEY MARKETPLACE, LLC  
Green Valley Road PUE**

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

Above section for Recorder's use

**GRANT OF PUBLIC UTILITY EASEMENT**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **GREEN VALLEY MARKETPLACE LLC., A CALIFORNIA LIMITED LIABILITY CORPORATION**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, 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.**

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

**IN WITNESS WHEREOF**, Grantor has herein subscribed its name on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR: GREEN VALLEY MARKETPLACE LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY**

**BY: DONAHUE SCHRIBER REALTY GROUP, L.P.  
A DELAWARE LIMITED PARTNERSHIP,  
MANAGING MEMBER**

**BY: DONAHUE SCHRIber REALTY GROUP, INC.  
A MARYLAND CORPORATION,  
ITS GENERAL PARTNER**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**(A Notary Public Must Acknowledge All Signatures)**

**EXHIBIT 'A'**

All that certain real property situate in Section 22, Township 10 North, Range 8 East, Mount Diablo Meridian, County of El Dorado, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed in Book 48 of Parcel Maps, Page 135 in the Official Records of El Dorado County more particularly described as follows:

BEGINNING at the Northeast corner of that certain document number 2006-2870 filed in said county; thence along the easterly line of said Parcel 2 North  $0^{\circ} 38' 01''$  West 9.90 feet; thence leaving said easterly line South  $84^{\circ} 03' 58''$  West 114.23 feet to the northerly line of said document number 2006-2870; thence along said northerly line the following two courses: 1) South  $46^{\circ} 24' 45''$  East 17.15 feet to the beginning of a non-tangent curve; 2) along a 8995.50 foot radius curve concave southerly through a central angle of  $0^{\circ} 39' 04''$ , an arc distance of 102.23 feet, said curve being subtended by a chord which bears North  $82^{\circ} 16' 54''$  East 102.23 feet, to the POINT OF BEGINNING. Containing 1,238 square feet more or less.

-End of Description-

See Exhibit 'B' attached hereto and made a part hereof.

The purpose of the above description is to describe that portion of said Parcel as an easement for public utilities purposes.



Joseph C. Neely, P.L.S. 9026  
Associate Land Surveyor  
El Dorado County  
Community Development Agency  
Transportation Division



Dated: 4/21/2015

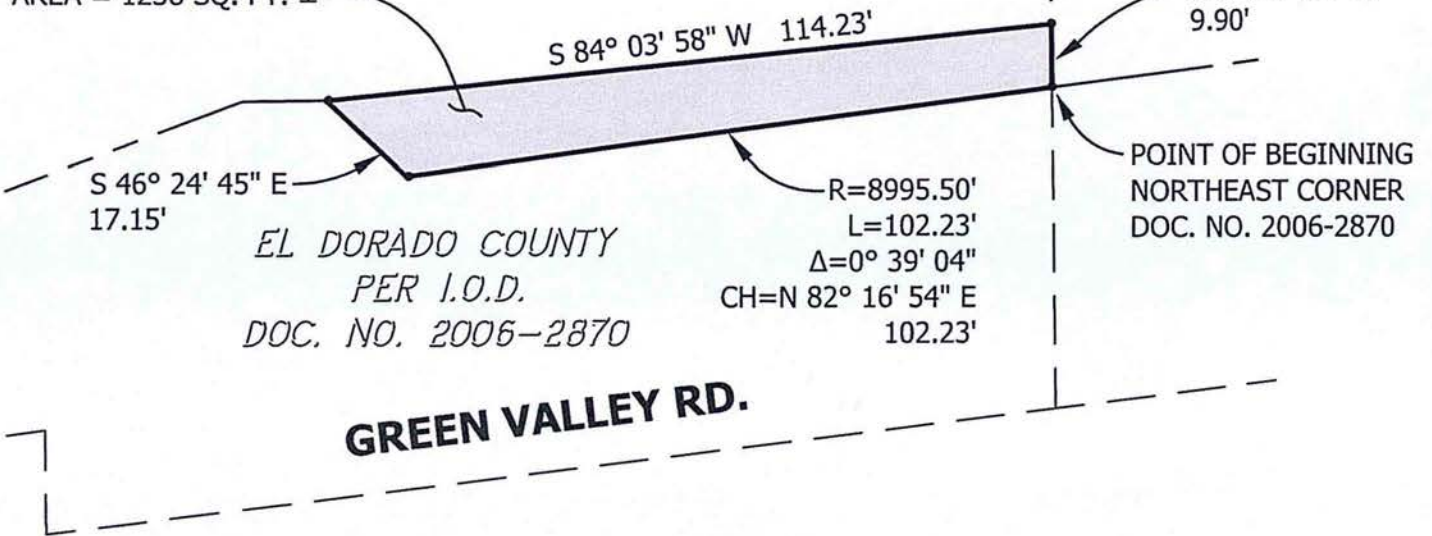
# EXHIBIT 'B'

EXHIBIT B

Situate in Section 22, T. 10 N., R. 8 E., M.D.M.  
County of El Dorado, State of California

GREEN VALLEY MARKET PLC CA LLC  
APN 110:130:37  
POR. PARCEL 2  
P.M. 48-135

PUBLIC UTILITIES EASEMENT  
AREA = 1238 SQ. FT. ±



Scale 1"=30'