

#38

**EBRIGHT
APN 018-340-01 & 03
JN 95156**

EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Easement Acquisition Agreement ("Agreement") is made by and between the **County of El Dorado**, a political subdivision of the State of California ("County") **Katherine F. Ebright, Trustee, Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Katherine F. Ebright, Trustee, Katherine F. Ebright Survivors Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Charles B. Ebright and Mary C. Ebright, Trustees of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001, as to an Undivided 16.66% Interest; and Charlotte Ebright Brooke, also known as Charlotte Brooke, a Married Woman, as to an Undivided 16.67% Interest; and Thomas Scott Brooke and Charlotte Brooke, as Trustees for the Benefit of Barbara Katherine Ebright, also known as Barbara K. Ebright, a Married Woman, as to an Undivided 16.67% Interest; and Charlotte Ebright Brooke, Trustee for the Benefit of Barbara Katherine Ebright and Managing Member of Tahoe Cascade, a Nevada LLC, as to any interest of Tahoe Cascade, a Nevada LLC, ("Sellers"), with reference to the following facts:**

RECITALS

A. Sellers own that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A-1 for APN 018-340-01 and Exhibit A-2 for APN 018-340-03, (the "Properties").

B. In or about 2001, Sellers and/or their predecessors in interest granted to County a Right of Entry to access the Properties and construct certain drainage and erosion control improvements thereon. The Right of Entry Agreement (recorded as Document No. 2002-0036358 on May 17, 2002) provided that County would compensate Sellers for the property interests described therein based upon the value of the property interests as of the date County first occupied the property- June 26, 2002. Based upon the access granted by the Right of Entry Agreement, the County constructed the improvements (known as the Cascade Erosion Control Project, hereinafter "the Project") in or about 2002.

C. In order to complete the acquisition process contemplated by the Right of Entry Agreement, Sellers desire to sell and County desires to acquire for public purposes, a permanent easement across a strip of land on APN 018-340-01, which easement is more particularly described in Exhibit B-1 and the exhibits thereto; and a temporary easement across a strip of land on APN 018-340-01, which easement is more particularly described in Exhibit B-2 and the exhibits thereto; and a permanent easement across a strip of land on APN 018-034-03, which easement is more particularly described in Exhibit B-3 and the exhibits thereto, all of which are attached hereto and referred to hereinafter as the "the Easements", on the terms and conditions herein set forth. County also desires to compensate Sellers for the temporary access used during construction of the Project and described in Exhibit 4 to the Right of Entry Agreement ("Temporary Access").

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

A G R E E M E N T

1. ACQUISITION.

Sellers hereby agree to sell to County and County, upon approval by the El Dorado County Board of Supervisors, hereby agrees to acquire from Sellers permanent and temporary easements across strips of land which are parts of the Properties, for inspection and maintenance of drainage and erosion control improvements and appurtenant purposes, the terms, conditions, course and size of which easements are described in the form of the Easements attached hereto as Exhibit B-1, B-2 and B-3, and are incorporated herein.

2. JUST COMPENSATION

The just compensation for the Easements and the Temporary Access, and any and all interest due pursuant to the terms and conditions of the Right of Entry referenced above, including all cost to cure damages, shall be Two-Hundred Seventy-five Thousand Dollars **(\$275,000.00, exactly)** (the "Just Compensation"). County shall pay the Just Compensation in cash or other immediately available funds at Close of Escrow (as such term is hereinafter defined), plus County's share of costs, fees, and expenses to be borne by County pursuant to this Agreement.

3. ESCROW.

The acquisition of the Easements shall be consummated by means of Escrow No. 203-6580 (APN 018-340-01) and Escrow No. 203-6581 (APN 018-340-03), which have been opened at Placer Title Company, 1959 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150, Attention: Debbie Landerkin, ("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 from Sellers to County, which shall occur on or before December 31, 2009, or such other date as the parties hereto shall mutually agree in writing.

4. ESCROW AND OTHER FEES.

County shall pay: (i) the Escrow Holder's fees; (ii) recording fees, if applicable; (iii) the premium for the policy of title insurance; and (iv) documentary transfer tax, if any.

5. TITLE.

Sellers shall by Grant of Easement grant to County the Easements, free and clear of all title defects, liens, encumbrances, taxes, and deeds of trust that would render the Easements unsuitable for its intended purposes.

6. WARRANTIES.

Sellers warrant that:

A. Sellers are the sole owners of the Properties.

B. Sellers own the Properties free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property 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.

C. Sellers have no knowledge of any pending litigation involving the Properties.

D. Sellers have 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.

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

7. INDEMNITY

Sellers shall defend, indemnify, and hold harmless the County, the State of California and the California Tahoe Conservancy from any and all claims, actions, losses, injuries, damages, or expenses of any kind which arise out of, pertain to, or relate to any claims as to ownership of the Easements or the compensation paid for the Easements, by those parties identified as having an "outstanding interest" per the CLTA Preliminary Reports dated April 24, 2009 for APN 018-340-01 and APN 018-340-03. Specifically, for APN 018-340-01, Order No. 203-6580, Exception #14, the outstanding interest of Barbara K. Ebright, a Married Woman, and Exception #15, the outstanding interest of Tahoe Cascade, LLC, a Nevada Limited Liability Company as acquired in those certain Grant Deeds recorded December 7, 2005, Instrument No. 2005-0101983-00, 2005-0101984-00, 2005-0101985-00 and 2005-0101986-00, Official Records. For APN 018-340-03, Order No. 203-6581, Exception #13, the outstanding interest of Barbara K. Ebright, a Married Woman; Exception #14, the outstanding interest of Tahoe Cascade, LLC, a Nevada Limited Liability Company as acquired in those certain Grant Deeds recorded December 7, 2005, Instrument No. 2005-0101983-00, 2005-0101984-00, 2005-0101985-00 and 2005-0101986-00, Official Records; and Exception #15, the outstanding interest of Cascade Associates, Inc., a California Corporation, as to that portion of Parcel 3 of the Parcel Map filed in Book 48 of Parcel Maps at Page 143 lying within Sugar Pine Road.

8. WAIVER OF AND RELEASE OF CLAIMS.

This Agreement is full consideration for all claims and damage that Sellers may have relating to Project for which the Easements are conveyed and acquired and Sellers hereby waive any and all claims of Sellers relating to Project or the Right of Entry previously referenced herein, that may exist on the date of this Agreement.

9. TAXES

Sellers authorize Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon which shall be cleared from the Properties prior to Close of Escrow.

10. ASSESSMENTS.

It is agreed that Sellers shall be responsible for the payment of any assessments, bonds, charges or liens imposed upon the Properties by any federal, state or local government agency, including but not limited to the South Tahoe Public Utility District. Sellers agree to indemnify and hold County harmless from any claims arising therefrom.

Sellers authorize Escrow Holder to deduct and pay from the Purchase Price any amount necessary to satisfy any delinquent assessments, bonds, charges or liens, together with penalties and interest thereon, which shall be cleared from the Property prior to Close of Escrow.

11. 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.

12. REAL ESTATE BROKER.

Neither Sellers nor County has employed a broker or sales agent in connection with the purchase and sale of the Easement and each party shall indemnify, defend and hold the other free and harmless from any action or claim arising out of a claimed agreement by either party to pay any commission or other compensation to any third party in connection with this transaction.

13. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW.

A. Sellers shall execute and deliver to Escrow Holder the fully executed Grant of Easement and Grant of Temporary Easement for APN 018-340-01, and the Grant of Easement for APN 018-340-03, prior to the Close of Escrow.

B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at the Close of Escrow, funds in an amount equal to the Just Compensation plus the amount of County's share of prorations, costs, fees and expenses to be borne by County as herein set forth; together with County's Certificate of Acceptance to be attached to and recorded with the Grant of Easements.

C. Escrow Holder shall:

- (i) Record the Easement Deeds together with County's Certificates of Acceptance;
- (ii) Cause the policy of title insurance to be issued;
- (iii) Deliver the Just Compensation to Sellers, minus the prorations, costs, fees and expenses to be borne by Sellers as herein provided; and

14. TIME OF THE ESSENCE.

Time is of the essence to this Agreement. If the Close of Escrow does not occur on or before 5:00 p.m. Pacific time on the date set for the Close of Escrow, as the same may have been extended by written agreement of the parties hereto, escrow shall be suspended and the purchase and sale contemplated hereby shall be voidable by either party upon written notice to the other.

15. BEST EFFORTS.

County and Sellers 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 Sellers shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

16. NOTICES.

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Sellers 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:

SELLERS: Mr. T. Scott Brooke, Esq.
 Brooke Shaw Zumpft
 P.O. Box 2680
 Minden, Nevada 89423

COUNTY: County of El Dorado, Department of Transportation
 Attn: Right of Way Program Manager
 2850 Fairlane Court
 Placerville, CA 95667

17. ATTORNEY'S FEES. In any action at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs and expenses incurred.

18. 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.

19. 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.

20. 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.

21. HEADINGS.

The heading of the paragraphs 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.

22. 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.

23. EFFECTIVE DATE.

This Agreement shall be effective as of the last date written below.

COUNTY OF EL DORADO

Dated: 12-10-09



Chairman, Board of Supervisors
RON BIGGS

ATTEST:
SUZANNE ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

By 
Deputy Clerk

SELLERS:

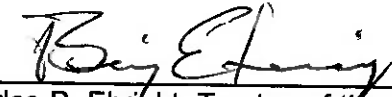
Dated: _____

Katherine F. Ebright, Trustee
Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07

Dated: _____

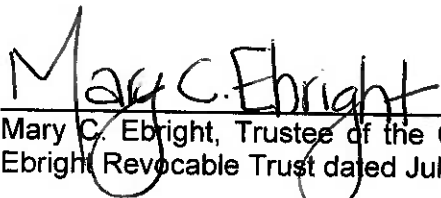
Katherine F. Ebright, Trustee
Katherine F. Ebright Survivors Trust, UTD 3/28/07

Dated: 10-29-09



Charles B. Ebright, Trustee of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001.

Dated: 10.29.09



Mary C. Ebright, Trustee of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Charlotte Ebright Brooke, aka Charlotte Brooke, a Married Woman

Dated: _____

Thomas Scott Brooke, as Trustee for the Benefit of
Barbara Katherine Ebright, aka Barbara K. Ebright, a Married
Woman

Dated: _____

Charlotte Brooke, as Trustee for the Benefit of Barbara Katherine
Ebright, aka Barbara K. Ebright, a Married Woman

SELLERS:

Dated: 10-28-09

Katherine F. Ebright Trustee
Katherine F. Ebright, Trustee
Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07

Dated: 10-28-09

Katherine F. Ebright Trustee
Katherine F. Ebright, Trustee
Katherine F. Ebright Survivors Trust, UTD 3/28/07

Dated: _____

Charles B. Ebright, Trustee of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Mary C. Ebright, Trustee of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Charlotte Ebright Brooke, aka Charlotte Brooke, a Married Woman

Dated: _____

Thomas Scott Brooke, as Trustee for the Benefit of
Barbara Katherine Ebright, aka Barbara K. Ebright, a Married
Woman

Dated: _____

Charlotte Brooke, as Trustee for the Benefit of Barbara Katherine
Ebright, aka Barbara K. Ebright, a Married Woman

SELLERS:

Dated: _____

Katherine F. Ebright, Trustee
Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07

Dated: _____

Katherine F. Ebright, Trustee
Katherine F. Ebright Survivors Trust, UTD 3/28/07

Dated: _____

Charles B. Ebright, Trustee of the Charles B. Ebright and Mary C.
Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Mary C. Ebright, Trustee of the Charles B. Ebright and Mary C.
Ebright Revocable Trust dated July 17, 2001.

Dated: 10/27/09

Charlotte Ebright Brooke
Charlotte Ebright Brooke, aka Charlotte Brooke, a Married Woman

Dated: _____

Thomas Scott Brooke, as Trustee for the Benefit of
Barbara Katherine Ebright, aka Barbara K. Ebright, a Married
Woman

Dated: 10/27/09

Charlotte Brooke
Charlotte Brooke, as Trustee for the Benefit of Barbara Katherine
Ebright, aka Barbara K. Ebright, a Married Woman

SELLERS:

Dated: _____

Katherine F. Ebright, Trustee
Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07

Dated: _____

Katherine F. Ebright, Trustee
Katherine F. Ebright Survivors Trust, UTD 3/28/07

Dated: _____

Charles B. Ebright, Trustee of the Charles B. Ebright and Mary C.
Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Mary C. Ebright, Trustee of the Charles B. Ebright and Mary C.
Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Charlotte Ebright Brooke, aka Charlotte Brooke, a Married Woman

Dated: 27 Oct 2019

Thomas Scott Brooke, Jr

Thomas Scott Brooke, as Trustee for the Benefit of
Barbara Katherine Ebright, aka Barbara K. Ebright, a Married
Woman

Dated: _____

Charlotte Brooke, as Trustee for the Benefit of Barbara Katherine
Ebright, aka Barbara K. Ebright, a Married Woman

**EBRIGHT
APN 018-340-01 & 03
JN 95156**

Dated: 10/27/09

Charlotte Ebright Brooke

Charlotte Ebright Brooke, Trustee for the Benefit of Barbara
Katherine Ebright and Managing Member of Tahoe Cascade, a
Nevada LLC, as to any interest of Tahoe Cascade, a Nevada LLC

Exhibit B-1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Ebright, APN 018-340-01

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

Above Section For Recorder's Use

GRANT OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **Katherine F. Ebright, Trustee, Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Katherine F. Ebright, Trustee, Katherine F. Ebright Survivors Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Charles B. Ebright and Mary C. Ebright, Trustees of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001, as to an Undivided 16.66% Interest; and Charlotte Ebright Brooke, also known as Charlotte Brooke, a Married Woman, as to an Undivided 16.67 % Interest; and Thomas Scott Brooke and Charlotte Brooke, as Trustees for the Benefit of Barbara Katherine Ebright, also known as Barbara K. Ebright, a Married Woman, as to an Undivided 16.67% Interest; and Charlotte Ebright Brooke, Trustee for the Benefit of Barbara Katherine Ebright and Managing Member of Tahoe Cascade, a Nevada LLC, as to any interest of Tahoe Cascade, a Nevada LLC, do hereby grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, an easement for the inspection, repair, and maintenance of storm drainage, erosion**

Exhibit B-1

control, and appurtenant improvements thereto on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto.

Said easement is to consist of, but not be limited to the following:

- (a) The right to keep repair, replace, refurbish, inspect, and maintain in perpetuity, all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, **Cascade Erosion Control Project**.
- (b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Said easement shall be SUBJECT TO a right of entry by the State of California ("State") in the event that any essential term or condition of that certain "Standard Agreement" entered into between the State, acting by and through the California Tahoe Conservancy and the County of El Dorado on May 1, 1998, CTA-97014 is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of County of El Dorado under said agreement, and shall have the effect of vesting all title of the County of El Dorado to the hereinabove described easement in the State at the expiration of thirty (30) days from the recordation of said notice.

Exhibit B-1

Said right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

This Grant of Easement supersedes any prior conveyance of land rights pursuant to a Right of Entry recorded May 17, 2002 as Document #2002-0036358, in the office of the El Dorado County Recorder.

This Grant of Easement may be executed in multiple counterparts.

Dated: _____

Katherine F. Ebright, Trustee
Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07

Dated: _____

Katherine F. Ebright, Trustee
Katherine F. Ebright Survivors Trust, UTD 3/28/07

Dated: _____

Charles B. Ebright, Trustee of the Charles B. Ebright and
Mary C. Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Mary C. Ebright, Trustee of the Charles B. Ebright and
Mary C. Ebright Revocable Trust dated July 17, 2001.

Exhibit B-1

Dated: _____

**Charlotte Ebright Brooke, aka Charlotte Brooke, a
Married Woman**

Dated: _____

**Thomas Scott Brooke, as Trustee for the Benefit of
Barbara Katherine Ebright, aka Barbara K. Ebright, a
Married Woman**

Dated: _____

**Charlotte Brooke, as Trustee for the Benefit of Barbara
Katherine Ebright, aka Barbara K. Ebright, a Married
Woman**

Dated: _____

**Charlotte Ebright Brooke, Trustee for the Benefit of
Barbara Katherine Ebright and Managing Member of
Tahoe Cascade, a Nevada LLC, as to any interest of
Tahoe Cascade, a Nevada LLC**

EXHIBIT '1'
LEGAL DESCRIPTION

All that portion Parcel 1 as shown on the map filed in Book 48 of Parcel Maps, at Page 143, in the office of the El Dorado County Recorder, and also being a portion of the northeast quarter of Section 27, Township 13 North, Range 17 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and and more particularly described as follows:

Beginning on the southeasterly right-of-way line of Sugar Pine Road (cite Manzanita Road) as said road is shown on the map titled "Cascade Properties", filed in Book B of Maps, at Page 48, in the office of the El Dorado County Recorder, from which the most southerly corner of Lot 19 of said subdivision bears North $21^{\circ}26'27''$ East 81.51 feet; thence from said point of beginning and leaving said right-of-way line South $07^{\circ}22'52''$ East (cite South $07^{\circ}17'23''$ East) 25.37 feet to the northerly right-of-way line of State Route 89, also being the southerly boundary of said parcel and the beginning of a 475.00 foot radius non-tangent curve to the right; thence northwesterly along said curve and right-of-way line an arc distance of 24.57 feet through a central angle of $02^{\circ}57'49''$, and subtended by a chord which bears North $67^{\circ}44'13''$ West 24.57 feet to the aforementioned southeasterly right-of-way line, and the most westerly corner of said parcel; thence along said right-of-way line North $50^{\circ}51'24''$ (cite North $50^{\circ}57'00''$ East) 25.11 feet to the true point of beginning, containing 0.006 acres (273 sq. ft.), more or less.

See Exhibit '2', attached hereto and made a part hereof.

End of description.

Note: The perimeter courses of this description are identical to those described and shown on the Right of Entry recorded as Document No. 2002-0036358, which recorded prior to the parcel map cited herein, but differ slightly from the courses listed as "Calculated" on said map. It is the intent of this easement description to fully encompass the triangular area on said map shown in DETAIL "B" on said parcel map as "EASEMENT 2002-0036358", and having no gaps or overlaps with the new boundary of said Parcel 1.



8-31-09

EXHIBIT '2'

LOT 19
CASCADE PROPERTIES

40'

MOST SOUTHERLY CORNER LOT 19

SUGAR PINE ROAD

(TIE) N 21°26'27" E 81.51'

P.O.B.

N50°51'24"E
25.11'

S07°22'52"E
25.37'

EASEMENT

EBRIGHT
APN 018:340:01
PM 48-143(1)



SCALE: 1" = 20'

L=24.57'
R=475.00'
DELTA=2°57'49"
CH=N67°44'13"W
24.57'

R/W LINE

HWY89

Exhibit B-2

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Ebright, APN 018-340-01

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

Above Section For Recorder's Use

GRANT OF TEMPORARY EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **Katherine F. Ebright, Trustee, Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Katherine F. Ebright, Trustee, Katherine F. Ebright Survivors Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Charles B. Ebright and Mary C. Ebright, Trustees of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001, as to an Undivided 16.66% Interest; and Charlotte Ebright Brooke, also known as Charlotte Brooke, a Married Woman, as to an Undivided 16.67% Interest; and Thomas Scott Brooke and Charlotte Brooke, as Trustees for the Benefit of Barbara Katherine Ebright, also known as Barbara K. Ebright, a Married Woman, as to an Undivided 16.67% Interest; and Charlotte Ebright Brooke, Trustee for the Benefit of Barbara Katherine Ebright and Managing Member of Tahoe Cascade, a Nevada LLC, as to any interest of Tahoe Cascade, a Nevada LLC, do hereby grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, a temporary easement for the inspection, repair, and maintenance of storm drainage,**

Exhibit B-2

erosion control, and appurtenant improvements thereto on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto.

Said easement is to consist of, but not be limited to the following:

- (a) The right to keep repair, replace, refurbish, inspect, and maintain all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, **Cascade Erosion Control Project**.
- (b) The rights of ingress and egress, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and
- (c) Drainage and discharge of stream surface waters, throughout the Project.

Said easement shall be SUBJECT TO a right of entry by the State of California ("State") in the event that any essential term or condition of that certain "Standard Agreement" entered into between the State, acting by and through the California Tahoe Conservancy and the County of El Dorado on May 1, 1998, CTA-97014 is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of County of El Dorado under said agreement, and shall have the effect of vesting all title of the County of El Dorado to the hereinabove described easement in the State at the expiration of thirty (30) days from the recordation of said notice.

Exhibit B-2

Said right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

This Grant of Temporary Easement shall be for a term of 20 (Twenty) years, having had commenced on the date of October 8, 2002, and terminating on October 8, 2022.

This Grant of Easement supersedes any prior conveyance of land rights pursuant to a Right of Entry recorded May 17, 2002 as Document #2002-0036358, in the office of the El Dorado County Recorder.

This Grant of Temporary Easement may be executed in multiple counterparts.

Dated: _____

Katherine F. Ebright, Trustee
Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07

Dated: _____

Katherine F. Ebright, Trustee
Katherine F. Ebright Survivors Trust, UTD 3/28/07

Dated: _____

Charles B. Ebright, Trustee of the Charles B. Ebright and
Mary C. Ebright Revocable Trust dated July 17, 2001.

Exhibit B-2

Dated: _____

Mary C. Ebright, Trustee of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001.

Dated: _____

Charlotte Ebright Brooke, aka Charlotte Brooke, a Married Woman

Dated: _____

Thomas Scott Brooke, as Trustee for the Benefit of Barbara Katherine Ebright, aka Barbara K. Ebright, a Married Woman

Dated: _____

Charlotte Brooke, as Trustee for the Benefit of Barbara Katherine Ebright, aka Barbara K. Ebright, a Married Woman

Dated: _____

Charlotte Ebright Brooke, Trustee for the Benefit of Barbara Katherine Ebright and Managing Member of Tahoe Cascade, a Nevada LLC, as to any interest of Tahoe Cascade, a Nevada LLC

EXHIBIT '1'
LEGAL DESCRIPTION

All that portion Parcel 1 as shown on the map filed in Book 48 of Parcel Maps, at Page 143, in the office of the El Dorado County Recorder, and also being a portion of the northeast quarter of Section 27, Township 13 North, Range 17 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and and more particularly described as follows:

Beginning on the southeasterly right-of-way line of Sugar Pine Road (cite Manzanita Road) as said road is shown on the map titled "Cascade Properties", filed in Book B of Maps, at Page 48, in the office of the El Dorado County Recorder, from which the most southerly corner of Lot 19 of said subdivision bears North 28°14'39" East 104.11 feet; thence from said point of beginning along said right-of-way line North 50°51'24" East (cite North 50°57'00" East) 10.57 feet; thence leaving said right-of-way line the following 3 courses across said parcel: 1) South 11°46'01" West 2.51 feet; 2) South 03°02'43" West 4.74 feet; 3) South 06°54'44" East 2.84 feet to the northerly right-of-way line of State Route 89, also being the southerly boundary of said parcel and the beginning of a 475.00 foot radius non-tangent curve to the right; thence northwesterly along said curve and right-of-way line an arc distance of 8.47 feet through a central angle of 01°01'17", and subtended by a chord which bears North 66°45'58" West 8.47 feet to the true point of beginning, containing 0.001 acres (37 sq. ft.), more or less.

See Exhibit '2', attached hereto and made a part hereof.

End of description.



8-31-09

EXHIBIT '2'

LOT 19
CASCADE PROPERTIES

40'

MOST SOUTHERLY CORNER LOT 19

SUGAR PINE ROAD

EBRIGHT
APN 018: 340: 01
PM 48-143(1)



SCALE: 1" = 20'

N50°51'24"E 10.57'

N28°14'39"E 104.11'

S11°46'01"W 2.51'
S03°02'43"W 4.74'
S06°54'44"E 2.84'

P.O.B.

L=8.47'
R=475.00'
DELTA=1°01'17"
CH=N66°45'58"W
8.47'

R/W LINE

HWY89

Exhibit B-3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Ebright, APN 018-340-03

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

Above Section For Recorder's Use

GRANT OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **Katherine F. Ebright, Trustee, Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Katherine F. Ebright, Trustee, Katherine F. Ebright Survivors Trust, UTD 3/28/07, as to an Undivided 25% Interest; and Charles B. Ebright and Mary C. Ebright, Trustees of the Charles B. Ebright and Mary C. Ebright Revocable Trust dated July 17, 2001, as to an Undivided 16.66% Interest; and Charlotte Ebright Brooke, also known as Charlotte Brooke, a Married Woman, as to an Undivided 16.67 % Interest; and Thomas Scott Brooke and Charlotte Brooke, as Trustees for the Benefit of Barbara Katherine Ebright, also known as Barbara K. Ebright, a Married Woman, as to an Undivided 16.67% Interest; and Charlotte Ebright Brooke, Trustee for the Benefit of Barbara Katherine Ebright and Managing Member of Tahoe Cascade, a Nevada LLC, as to any interest of Tahoe Cascade, a Nevada LLC, do hereby grant to the COUNTY OF EL DORADO, a political subdivision of the State of California, an easement for the inspection, repair, and maintenance of storm drainage, erosion**

Exhibit B-3

control, and appurtenant improvements thereto on, over, across, and under all that certain real property situated in the County of El Dorado, State of California, as described in Exhibit 1 and shown on the map in Exhibit 2 attached hereto.

Said easement is to consist of, but not be limited to the following:

(a) The right to keep repair, replace, refurbish, inspect, and maintain in perpetuity, all storm drain, erosion control, and appurtenant improvements including those to be constructed upon the land as part of the public works project entitled, **Cascade Erosion Control Project**.

(b) The rights of ingress and egress, in perpetuity, for purposes of inspection and maintenance of the Project improvements by foot or surface motor vehicles as may be necessary or appropriate; and

(c) Drainage and discharge of stream surface waters, in perpetuity throughout the Project.

Said easement shall be SUBJECT TO a right of entry by the State of California ("State") in the event that any essential term or condition of that certain "Standard Agreement" entered into between the State, acting by and through the California Tahoe Conservancy and the County of El Dorado on May 1, 1998, CTA-97014 is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of County of El Dorado under said agreement, and shall have the effect of vesting all title of the County of El Dorado to the hereinabove described easement in the State at the expiration of thirty (30) days from the recordation of said notice.

Exhibit B-3

Said right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

This Grant of Easement supersedes any prior conveyance of land rights pursuant to a Right of Entry recorded May 17, 2002 as Document #2002-0036358, in the office of the El Dorado County Recorder.

This Grant of Easement may be executed in multiple counterparts.

Dated: _____

**Katherine F. Ebright, Trustee
Harold R. Ebright, Jr., Tahoe QTIP Trust, UTD 3/28/07**

Dated: _____

**Katherine F. Ebright, Trustee
Katherine F. Ebright Survivors Trust, UTD 3/28/07**

Dated: _____

**Charles B. Ebright, Trustee of the Charles B. Ebright and
Mary C. Ebright Revocable Trust dated July 17, 2001.**

Dated: _____

**Mary C. Ebright, Trustee of the Charles B. Ebright and
Mary C. Ebright Revocable Trust dated July 17, 2001.**

Exhibit B-3

Dated: _____
Charlotte Ebright Brooke, aka Charlotte Brooke, a Married Woman

Dated: _____
Thomas Scott Brooke, as Trustee for the Benefit of Barbara Katherine Ebright, aka Barbara K. Ebright, a Married Woman

Dated: _____
Charlotte Brooke, as Trustee for the Benefit of Barbara Katherine Ebright, aka Barbara K. Ebright, a Married Woman

Dated: _____
Charlotte Ebright Brooke, Trustee for the Benefit of Barbara Katherine Ebright and Managing Member of Tahoe Cascade, a Nevada LLC, as to any interest of Tahoe Cascade, a Nevada LLC

EXHIBIT '1'
LEGAL DESCRIPTION

All that portion Parcel 3 as shown on the map filed in Book 48 of Parcel Maps, at Page 143, in the office of the El Dorado County Recorder, and also being a portion of the northeast quarter of Section 27, Township 13 North, Range 17 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and and more particularly described as follows:

Beginning on the southeasterly right-of-way line of Sugar Pine Road (cite Manzanita Road) as said road is shown on the map titled "Cascade Properties", filed in Book B of Maps, at Page 48, in the office of the El Dorado County Recorder, from which the southwest corner of Lot 25 of said subdivision bears North 06°51'54" West 40.11 feet; thence from said point of beginning along said right-of-way line North 78°54'24" East (cite North 79°00'00" East) 119.72 feet to the beginning of a 120.03 foot radius curve to the left; thence northwesterly along said curve an arc distance of 64.78' through a central angle of 06°51'54", and subtended by a chord which bears North 63°26'46" East 64.00 feet; thence leaving said right-of-way line on a non-tangent line along the easterly boundary of said parcel the following 2 courses: 1) South 01°25'32" West (cite South 01°31'08" West) 53.87 feet; 2) South 08°03'16" West (cite South 08°08'52" West) 62.14 feet, thence leaving said boundary South 67°05'46" West (cite South 67°11'22" West) 67.77 feet to the westerly boundary of said parcel; thence along said boundary the following 3 courses: 1) North 50°32'15" West (cite North 50°26'39" West) 74.09 feet; 2) North 09°13'58" West (cite North 09°08'22" West) 33.49 feet; 3) North 75°54'30" West (cite North 75°48'54" West) 40.91 feet to the true point of beginning, containing 0.287 acres (12,508 sq. ft.), more or less.

See Exhibit '2', attached hereto and made a part hereof.

End of description.

Note: The perimeter courses of this description are identical to those described and shown on the Right of Entry recorded as Document No. 2002-0036358, which recorded prior to the parcel map cited herein, but differ slightly from the courses listed as "Calculated" on said map. It is the intent of this easement description to fully encompass the "hatched" area on said map shown as "EASEMENT 2002-0036358", and having no gaps or overlaps with the new boundary of said Parcel 3.



8-31-09

EXHIBIT '2'

LOT 24

LOT 26

40'

LOT 25
CASCADE PROPERTIES

$L=64.78'$
 $R=120.03'$
 $\Delta=30^{\circ}55'16''$
 $CH=N63^{\circ}26'46''E$
 $64.00'$

ROAD

LOT 23

S.W. CORNER LOT 25

PINE

SUGAR
P.O.B.

(TIE)
 $N06^{\circ}51'54''W$
 $40.11'$

$S01^{\circ}25'32''W$
 $53.87'$

$N78^{\circ}54'24''E$
 $119.72'$

EASEMENT

$N75^{\circ}54'30''W$
 $40.91'$

$N09^{\circ}13'58''W$
 $33.49'$

$S08^{\circ}03'16''W$
 $62.14'$

$N50^{\circ}32'15''W$
 $74.09'$

$S67^{\circ}05'46''W$
 $67.77'$



SCALE: 1" = 40'

PROPERTY LINE

EBRIGHT
APN 018:340:03
PM 48-143(3)

PROPERTY LINE

HWY 89