

AGREEMENT FOR POSSESSION AND USE

(Form #)

Real Estate Holdings, II, LLC, A Delaware Limited Liability Company

C/O Truststreet Properties, Inc., Its' Manager
 Attn: Ms. Debbie Hester, Director of Asset Management
 450 S. Orange Ave.
 Orlando, FL. 32801

Date : February 1, 2007		
ED	50	
Co	Rte	Post
327-130-35		
Parcel No.		Exp Auth

Subject Parcel: 3945 Missouri Flat Road, Placerville, CA 95667

This Agreement is made this _____ day of _____, 2007, by and between the County of El Dorado, Department of Transportation, hereinafter referred to as "County," and Real Estate Holdings II, LLC, A Delaware Limited Liability Company, hereinafter referred to as "Owner" and JACK IN THE BOX INC., a Delaware Corporation with an address at 9330 Balboa Avenue, San Diego, CA 92123 hereinafter referred to as "Tenant".

It is hereby agreed by and between the parties that the County requires immediate possession of a portion of the Owner's real property to construct a road improvement project. The Owner's property is legally described in the attached Exhibit "A", hereinafter referred to as the "Parcel." A portion of the Parcel is required as additional right-of-way for the purpose of constructing the U.S. Hwy. 50/Missouri Flat Road Interchange Project, (hereinafter "ROW Parcel") the ROW portion of the Parcel which is described and depicted in the attached Exhibit "B" and the exhibits thereto; and a Temporary Construction Easement (also referred to herein as the "Easement" and "Easement Area") described and depicted in the attached Exhibit "C" and the exhibits thereto. The purpose of this Agreement is to provide for immediate possession and use by County and allow the County to proceed with the construction of its U.S. Hwy. 50/Missouri Flat Road Interchange Project without further delay.

It is agreed by the parties that any delay in the start of construction of this project is contrary to the public interest. It is the intent of this agreement to offer fair-market compensation to the Owner for permission to enter the ROW Parcel described and depicted in Exhibit "B", and the Temporary Construction Easement described and depicted in Exhibit "C", and construct the project. The County has made a firm written offer to pay the total sum of \$62,900.00 (Sixty-Two-Thousand Nine-hundred dollars) for the partial fee and easement acquisitions of a portion of the Parcel to the Owner, and any other persons having an interest in the Parcel which is located in the County of El Dorado, State of California. Said sum is inclusive of the County's appraised value of the Temporary Construction Easement, loss of improvements and sign relocation to which Tenant claims an interest.

In consideration of the sum to be paid to the Owner and any other consideration hereinafter set forth, the County and Owner and Tenant agree as follows:

1. Owner and Tenant hereby irrevocably grants to County, its contractors, agents, and all others deemed necessary by County, the irrevocable right to possession and use of the ROW Parcel described and depicted in Exhibit "B", and a Temporary Construction Easement described and depicted in Exhibit "C", including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, County will tender into escrow the total sum of \$62,900. County shall have the right to take immediate possession of the described portion of the ROW Parcel on the date this sum is paid into escrow without further notice or proceedings. Owner acknowledges that this sum represents the full amount of the County-approved appraisal of what is believed by the County to be just compensation owed for the acquisition of a the ROW Parcel. Owner waives any right to challenge County's right to possess and use the ROW Parcel in any subsequent eminent domain proceeding filed by the County.
2. This transaction will be handled through an escrow with Placer Title Company, 3820 El Dorado Hills Blvd., Suite #401, El Dorado Hills, CA 95762, their Escrow No. 205-9779. County shall pay all escrow and recording fees incurred in this transaction. Owner shall be entitled to an interim disbursement of the sum referred to in Paragraph 1 less any amounts payable to any other person having an interest in the ROW Parcel. Owner shall not be entitled to receive any proceeds until:
 - a. all holders of liens and encumbrances on the Parcel has received full payment for all principal and interest due to them and have executed reconveyance or partial reconveyance of their interests in the Parcel;

AGREEMENT FOR POSSESSION AND USE (Cont.)

(Form #)

- b. all other parties having interests in the Parcel have received payment therefor or have consented to a payment to Owner, and;
- c. County has acknowledged in writing that it concurs that all other parties having interest in the Parcel have received full payment or have consented to Owner's withdrawal which acknowledgment shall not be unreasonably withheld.

This escrow shall remain open until either a settlement is reached, this agreement is terminated or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award or verdict of just compensation for the ROW Parcel and Temporary Construction Easement..

3. Tenant hereby consents to payment to the Owner of the amount in escrow and any compensation agreed to in a settlement between County and Owner. Owner and Tenant do not waive their respective rights reserved under the Lease, if any, for apportionment or reimbursement under the Lease.
4. On and after the date of execution of this agreement, Owner shall not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the ROW Parcel, without first obtaining the written consent of County, which shall not be unreasonably withheld.
5. This agreement is made with the understanding that County will continue to negotiate in good faith with Owner to acquire its interest in the ROW Parcel by direct purchase. It is further understood that in the event a settlement is not reached within 120 days of the execution of this agreement, such failure will be an acknowledgment that the negotiations to acquire the ROW Parcel have proved futile. On this date, County shall begin timely preparations for the filing of a complaint in eminent domain to acquire title to the ROW Parcel and Temporary Construction Easement, or portion thereof. Such action shall be filed by County within 180 days of the execution of this agreement. If County begins proceedings in eminent domain, it is understood and agreed that this agreement shall continue in effect until either a settlement is reached or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court.
6. Section 1245.235 of the Code of Civil Procedure requires the County of El Dorado, Department of Transportation, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the El Dorado County Board of Supervisors and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (1) The public interest and necessity require the project.
 - (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - (3) The property sought to be acquired is necessary for the project.
 - (4) The offer required by Section 7267.2 of the Government Code has been made to the Owner or others of record. (If an offer has not been made, an appraisal will be prepared as soon as practicable and an offer made of the full amount of such appraisal.)
7. By granting this irrevocable right to possession and use of the described portion of the ROW Parcel to County, Owner and Tenant agree to the following: (1) Owner and Tenant specifically waive the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by the El Dorado County Board of Supervisors authorizing the taking of the ROW Parcel described in Exhibit "B" and the requirement to appear and attend a review proceeding as required by the State of California Department of Transportation (Caltrans) Local Program Assistance Guidelines Section 17.04.09.04 entitled "Request To Appear"; (2) Owner and Tenant shall not object to the filing of an eminent domain proceeding to acquire the ROW Parcel described in Exhibit "B"; and (3) in any eminent domain action filed by County to acquire the ROW Parcel described in Exhibit "B", Owner and Tenant

AGREEMENT FOR POSSESSION AND USE (Cont.)

(Form #)

- shall not challenge County's right to take such property, and the only issue shall be the amount of just compensation for the ROW Parcel and Temporary Construction Easement.
8. Owner agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Owner, the Owner shall refund the difference to the County.
 9. Owner and Tenant expressly waive all claims and defenses in its favor in any subsequent eminent domain proceeding except a claim for greater compensation.
 10. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the ROW Parcel and Temporary Construction Easement shall be the date on which the County files the complaint in said proceeding.
 11. Compensation awarded in an eminent domain proceeding shall draw interest at the rate of earnings of the County Investment Pool for each six-month period. Owner and Tenant shall be entitled to receive interest on any sum received as compensation for its interest in the described portion of the ROW Parcel and the Temporary Construction Easement, if any, whether pursuant to this agreement, a subsequent settlement or court judgment, beginning on the date County is authorized to take possession of the described portion of the ROW Parcel pursuant to this agreement and ending on the earliest of the following dates:
 - a. the date the amount placed into escrow by the County is paid to the Owner;
 - b. the date the amount is paid directly to the Owner, or;
 - c. the date the amount is deposited with the court as the award in a judgment in condemnation.
 12. At any time after the commencement of the proceeding in eminent domain, County reserves the right to abandon the proceeding in whole or in part. However, Owner and Tenant shall have the right to continue the proceedings for compensation to the extent any of the parcel is taken or used by County.
 13. This agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
 14. County shall record a memorandum of this agreement.
 15. To the extent permitted by law, the County shall indemnify, defend and hold harmless Owner and Tenant, from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments (including, without limitation, attorney's fees and costs), arising directly or indirectly out of or in connection with any negligent act or omission of County, its employees, representatives, agents, suppliers or contractors, pursuant to this agreement, excepting the sole or active negligence of the Owner, Tenant, their respective employees, representatives, agents, suppliers or contractors.
 16. The County covenants and agrees, as a material part of the consideration for the Easement that at all times after doing any work on or in connection with the Easement Area, it will restore the Easement Area, and any of Owner and Tenant's remaining Property excluding the ROW affected by the construction, to substantially the same condition, in which it was found before such work was undertaken, including, without limitation, restoration of landscaping and sod, and restoration of the Easement Area to a smooth and graded contour consistent with the County's Project. All construction in the ROW Parcel and the Easement Area shall be done in accordance with the construction drawings attached as Exhibit "D", and as thereafter amended by County approved Change Order. Notwithstanding the foregoing, County shall not disturb any light poles or related electrical fixtures and equipment within the Easement. At all times during the term of the Easement (and during construction of the Project), at least one driveway on Plaza Drive frontage will remain accessible for ingress and egress to the Property.
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AGREEMENT FOR POSSESSION AND USE (Cont.)

(Form #)

17. County and Tenant have entered into a separate agreement to relocate the existing monument sign on the Property to a new location.. Upon tender of said sum by County directly to Tenant, Tenant shall remove the monument sign, to be removed within 60 days of the tender but in no event later than the commencement of construction of the Project by County.
18. The County will not perform any environmental testing on the Property or in the Easement Area.
19. The County will minimize any interference with Owner and Tenant's business operations on the Property during the exercise of its easement rights. Owner and Tenant acknowledge that certain utility services including PG&E, EID, and AT&T will be relocated by the respective utility prior to or during the County's Project, and Owner and Tenant shall address concerns regarding maintenance or interruption of utility service directly to that respective utility.
20. County will at no time perform any activity, work or construction or place or park any object within the drive-through lane that will hinder, interfere with or impede the use of the Jack in the Box drive-through lane.
21. County shall require County's construction contractor to carry commercial general liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage, including endorsements for premises, personal injury, operations, products and completed operations, blanket contractual and independent contractors liability, and name Owner and Tenant as additional insureds.
22. The County acknowledges that it will be its responsibility to secure all permits or authorizations from third parties and governmental authorities, if any are necessary, for it to utilize the rights granted hereby.
23. County shall not permit any liens to stand against the Property for work done or for material furnished to County, and County agrees to indemnify, defend and hold Owner and Tenant harmless from same.
24. Owner and Tenant retain for their respective selves and successors and assigns the right to use and enjoy the Property except as the use thereof may be necessary for the purposes granted herein.
25. This Easement is made by Owner and Tenant and accepted by the County without warranty of title by Owner and Tenant, either express or implied.
26. It is distinctly understood and agreed that the Easement does not constitute a conveyance of any part of Property but grants only the temporary right to conduct the activities as provided above.
27. The Easement will not be assignable by the County in whole or in part without the written consent of Owner and Tenant.
28. Any notice required hereunder will be in writing and will include reference to Jack in the Box 541, and will be deemed given when received or refused, as the case may be. Notice may be given by personal delivery, nationally recognized overnight express mail or deposited in the mail, registered or certified postage and charges prepaid and addressed to the party for whom intended at the address specified below, or at such other address as such party may have substituted therefore by notice in the manner set forth above.

For the County: County of El Dorado
Attention: Liz Diamond, Deputy Director of Transportation
Attention Pete Feild, Right-of-way Program Manager
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

AGREEMENT FOR POSSESSION AND USE (Cont.)

(Form #)

For the Owner: Real Estate Holdings II, LLC, a Delaware Limited Liability Company
C/O Trustreet Properties, Inc.
Attention: Ms. Debbie Hester, Director of Asset Management
450 S. Orange Avenue
Orlando, FL 32801

For the Tenant: Jack in the Box, Inc.
Attn: Real Estate Legal Dept. / JIB 541
9330 Balboa Avenue
San Diego, CA 92123

- 29. The Easement will be binding upon and inure to the benefit of all the parties' successors and assigns in title.
- 30. The use of the Easement shall terminate 24 months from the first use of any kind by the County of the Easement, or upon completion of construction conditioned upon the payment of the additional compensation set forth in the Temporary Construction Easement. County shall provide notice to the Owner and Tenant, respectively, of the completion of construction, and record a termination of the Easement within 30 days of the written request of the Owner or Tenant.
- 31. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

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AGREEMENT FOR POSSESSION AND USE (Cont.)

(Form #)

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Date: _____

REAL ESTATE HOLDINGS, II, LLC
A DELAWARE LIMITED LIABILITY COMPANY
By: Trustreet Properties, Inc.
Its' Manager

By: _____

Name: _____
Title: _____

JACK IN THE BOX INC., a Delaware Corporation

By: _____

By: _____

Date: _____

COUNTY OF EL DORADO

Recommended for Approval:

By _____

Helen Baumann,
Chair, Board of Supervisors

By _____
Pete Feild, Right of Way Program Manager

ATTEST: Cindy Keck
Clerk of the Board of Supervisors

By _____

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
ASSESSOR'S PARCEL NUMBER
327-130-35

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

A PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., BEING PARCEL 3 OF PARCEL MAP BOOK 20 AT PAGE 37, DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JANUARY 15, 1982, IN BOOK 30 OF PARCEL MAPS AT PAGE 76, AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 14, 1983, IN BOOK 2188 AT PAGE 542 AND ALSO AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 30, 1984 IN BOOK 2252 AT PAGE 652, OFFICIAL RECORDS.

TOGETHER WITH A NON-EXCLUSIVE ROAD AND PUBLIC UTILITIES EASEMENT AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER ON JANUARY 15, 1982 IN BOOK 30 OF PARCEL MAPS, AT PAGE 76.

TOGETHER WITH AN EASEMENT FOR SIGNAGE AS SET FORTH IN THAT CERTAIN SIGN AGREEMENT RECORDED APRIL 15, 1985 IN BOOK 2421 PAGE 228, SERIES #85-14019 OFFICIAL RECORDS OF EL DORADO COUNTY, STATE OF CALIFORNIA.

ASSESSORS PARCEL NO.: 327-130-35-100

EXHIBIT "B"

**FEE ACQUISITION FOR
ASSESSOR'S PARCEL NUMBER
327-130-35**

EXHIBIT "B-1"
LEGAL DESCRIPTION
FEE ACQUISITION PROPERTY

All that portion of Parcel A, as said parcel is shown on the map recorded in Book 30 of Parcel Maps, at Page 76, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning on the southeasterly boundary of said parcel, from which the northeast corner of said parcel bears North 55°49'35" East (cite North 56°33'00" East) 56.730 meters (186.12 feet); thence from said point of beginning and leaving said boundary along the new northeasterly right-of-way line of Missouri Flat Road the following 7 courses: 1) North 60°01'55" West 1.353 meters (4.44 feet); 2) South 55°39'13" West 12.865 meters (42.21 feet) to the beginning of a 6.600 meter (21.65 foot) radius curve to the right; 3) westerly along said curve an arc distance of 8.833 meters (28.98 feet), through a central angle of 76°40'36", and subtended by a chord which bears North 86°00'29" West 8.188 meters (26.86 feet); 4) North 37°06'04" West 5.584 meters (18.32 feet); 5) North 44°34'22" West 17.289 meters (56.72 feet); 6) North 41°35'28" West 9.860 meters (32.35 feet); 7) North 40°15'21" West 3.037 meters (9.96 feet) to the northwesterly boundary; thence leaving said new right-of-way line along said boundary South 55°46'08" West (cite South 56°33'00" West) 2.713 meters (8.90 feet) to the existing northeasterly right-of-way line of said Missouri Flat Road; thence along said right-of-way line South 39°21'00" East (cite South 38°31'18" East) 41.785 meters (137.09 feet) to the southeasterly boundary of said parcel; thence leaving said existing right-of-way line along said boundary North 55°49'35" East 23.837 meters (78.21 feet) to the point of beginning, containing 0.0188 hectares (0.047 acres), more or less.

END OF DESCRIPTION.

See attached Exhibit "B-2"

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



5-02-06

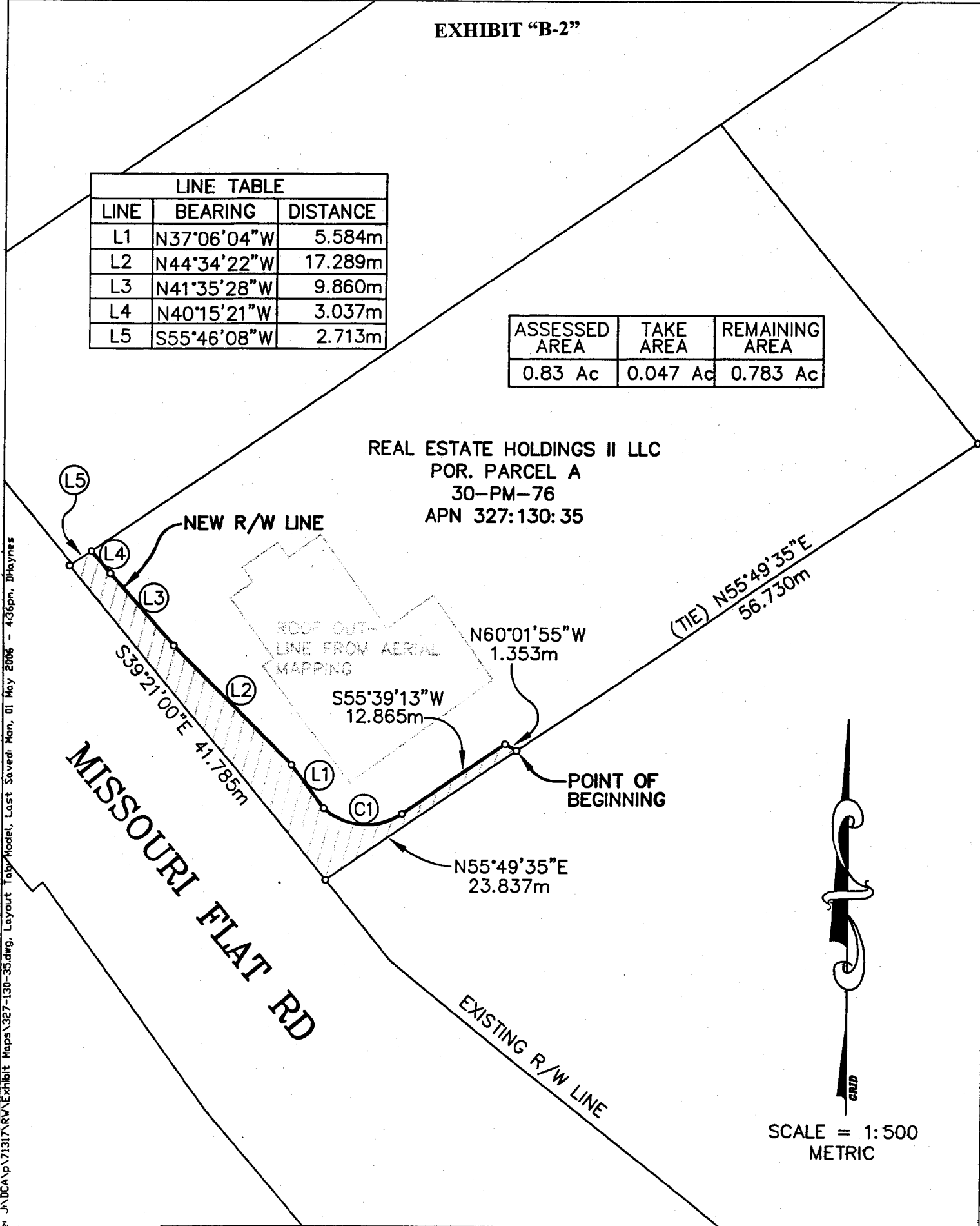
EXHIBIT "B-2"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N37°06'04"W	5.584m
L2	N44°34'22"W	17.289m
L3	N41°35'28"W	9.860m
L4	N40°15'21"W	3.037m
L5	S55°46'08"W	2.713m

ASSESSED AREA	TAKE AREA	REMAINING AREA
0.83 Ac	0.047 Ac	0.783 Ac

REAL ESTATE HOLDINGS II LLC
 POR. PARCEL A
 30-PM-76
 APN 327:130:35

Drawing Name: J:\DCA\p\71317\RM\Exhibit Maps\327-130-35.dwg, Layout Tab Model, Last Saved Mon, 01 May 2006 - 4:36pm, DHaynes



SCALE = 1:500
 METRIC

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	8.833m	6.600m	76°40'36"	N86°00'29"W	8.188m

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT FOR
ASSESSOR'S PARCEL NUMBER
327-130-35

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Assessor's Parcel Number: 327-130-35

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange
Project #71317
APN: 327-130-35

TEMPORARY CONSTRUCTION EASEMENT

REAL ESTATE HOLDINGS, II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter "Owner", and JACK IN THE BOX INC., A DELAWARE CORPORATION, hereinafter referred to as Tenant, grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits C-1, C-2 and C-3, attached hereto and made a part hereof.

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

1. For good and valuable consideration, as more specifically described in the Agreement for Possession and Use entered into by Owner and Tenant dated _____, 2007, (hereinafter "Possession Agreement") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Tenant do hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Owner's parcel.
2. Owner represents and warrants that she/he is the owner of the property described in Exhibit C-1 and depicted on the map in Exhibit C-2 attached hereto and made a part hereof, and Tenant represents and warrants that she/he is the Tenant with the right of sole and exclusive possession of the property described in Exhibit C-1 and depicted on the map in Exhibit C-2 attached hereto and made a part hereof. Owner and Tenant have the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the U.S. Highway 50/Missouri Flat Road Interchange Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the U.S. Highway 50/Missouri Flat Road Interchange Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents,

EXHIBIT "C"

employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project is not completed within 24 (Twenty-Four) months of commencement of construction, Owner and Tenant, collectively, shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$194.00 (One-Hundred Ninety-Four Dollars, exactly)** will be paid in accordance with the Possession Agreement until construction is completed.
5. Grantee agrees to indemnify and hold harmless Owner and Tenant respectively from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of this temporary construction easement. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

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EXHIBIT "C"

6. This Temporary Construction Easement shall be read in conjunction with the Possession Agreement.

GRANTOR:

REAL ESTATE HOLDINGS, II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Executed on this date: _____, 2007

By: TRUSTREET PROPERTIES, INC.
Its Manager

By: _____

Name: _____

Its: _____

By: _____

GRANTOR:

JACK IN THE BOX INC., a Delaware Corporation

Executed on this date: _____, 2007

By: _____

Its: _____

By: _____

Name: _____

Its: _____

By: _____

EXHIBIT "C"

NOTARY ACKNOWLEDGMENT

STATE OF _____)
: SS

COUNTY OF _____)

Capacity claimed by signer:

Individual; Trustee(s); Attorney-in-Fact; Guardian/Conservator;

Corporate Officer(s) _____ Title(s);

Partner(s) -- Limited, General

Other _____

On _____ before me, _____, a Notary
Public in and for said State, personally appeared

_____ personally known to me --or--

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary)

County of _____

My commission expires _____

EXHIBIT "C-1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel A, as said parcel is shown on the map recorded in Book 30 of Parcel Maps, at Page 76, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

PORTION 1

Beginning on the southeasterly boundary of said parcel, from which the northeast corner of said parcel bears North 55°49'35" East (cite North 56°33'00" East) 24.393 meters (80.03 feet); thence from said point of beginning along said boundary South 55°49'35" West (cite South 56°33'00" West) 32.337 meters (106.09 feet); thence leaving said boundary North 60°02'02" West 1.436 meters (4.71 feet); thence North 55°39'13" East 32.959 meters (108.13 feet); thence South 34°20'47" East 1.391 meters (4.56 feet) to the point of beginning, containing 43.8 sq. meters (471 sq. ft.), more or less.

PORTION 2

Commencing at the most westerly corner of said parcel; thence along the northwesterly boundary North 55°46'07" East (cite North 56°33'00" East) 2.713 meters (8.90 feet) to the point of beginning; thence continuing along said boundary North 55°46'07" East 3.191 meters (10.47 feet); thence leaving said boundary South 37°06'04" East 29.844 meters (97.91 feet) to the new northeasterly right-of-way line of Missouri Flat Road; thence along said new right-of-way line the following 3 courses: 1) North 44°34'22" West 17.289 meters (56.72 feet); 2) North 41°35'28" West 9.860 meters (32.35 feet); 3) North 40°15'21" West 3.037 meters (9.96 feet) to the point of beginning, containing 54.3 sq. meters (584 sq. ft.), more or less.

See attached Exhibit "C-2"

END OF DESCRIPTION.

Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



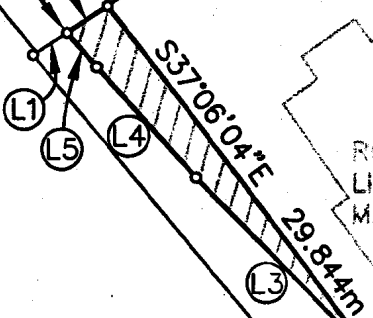
EXHIBIT "C-2"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S55°46'07"W	2.713m
L2	N55°46'07"E	3.191m
L3	N44°34'22"W	17.289m
L4	N41°35'28"W	9.860m
L5	N40°15'21"W	3.037m

REAL ESTATE HOLDINGS II LLC
 PARCEL A
 30-PM-76
 APN 327:130:35

POINT OF BEGINNING #2

POINT OF BEGINNING #1



S34°20'47"E
 1.391m

(TIE) N55°49'35"E
 24.393m

N55°39'13"E 32.959m
 S55°49'35"W 32.337m

N60°02'02"W
 1.436m

MISSOURI FLAT RD

EXISTING R/W LINE



SCALE = 1:500
 METRIC

Drawing Name: J:\DCA\p\1317\RM\Exhibit Maps\327-130-35TCE.dwg, Layout: 327-130-35TCE.dwg, Last Saved: Mon, 01 May 2006 - 3:53pm, JHoynes

EXHIBIT "C-3"

APN 327:13C
PARCEL 10
48-PM-75
DS PLACERVI

APN 327:13C
PARCEL 5
48-PM-75
DS PLACERVILLE LTD

JACK IN THE BOX
APN 327:130:35
PARCEL 30
48-PM-76

APN 327:130:14
PARCEL 14
02-0028577
MCCREARY FAIR

PLAZA DRIVE

DRIVEWAY

TCE

DRIVEWAY

TCE

LIGHT POLE

NEW R/W LINE

NOT TO SCALE

FEE AREA

MISSOURI FLAT RD

NEW R/W LINE
EXIST. R/W LINE

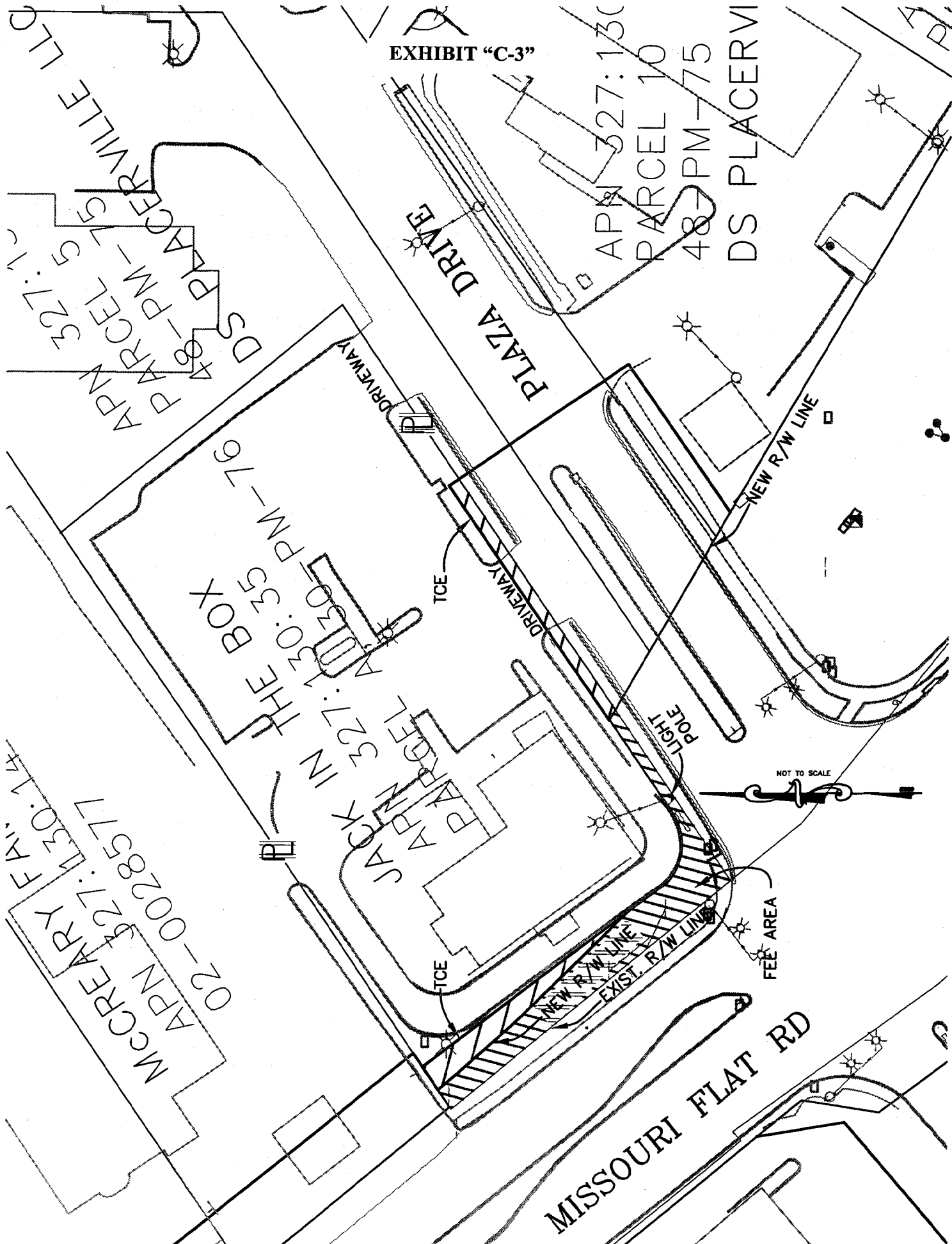
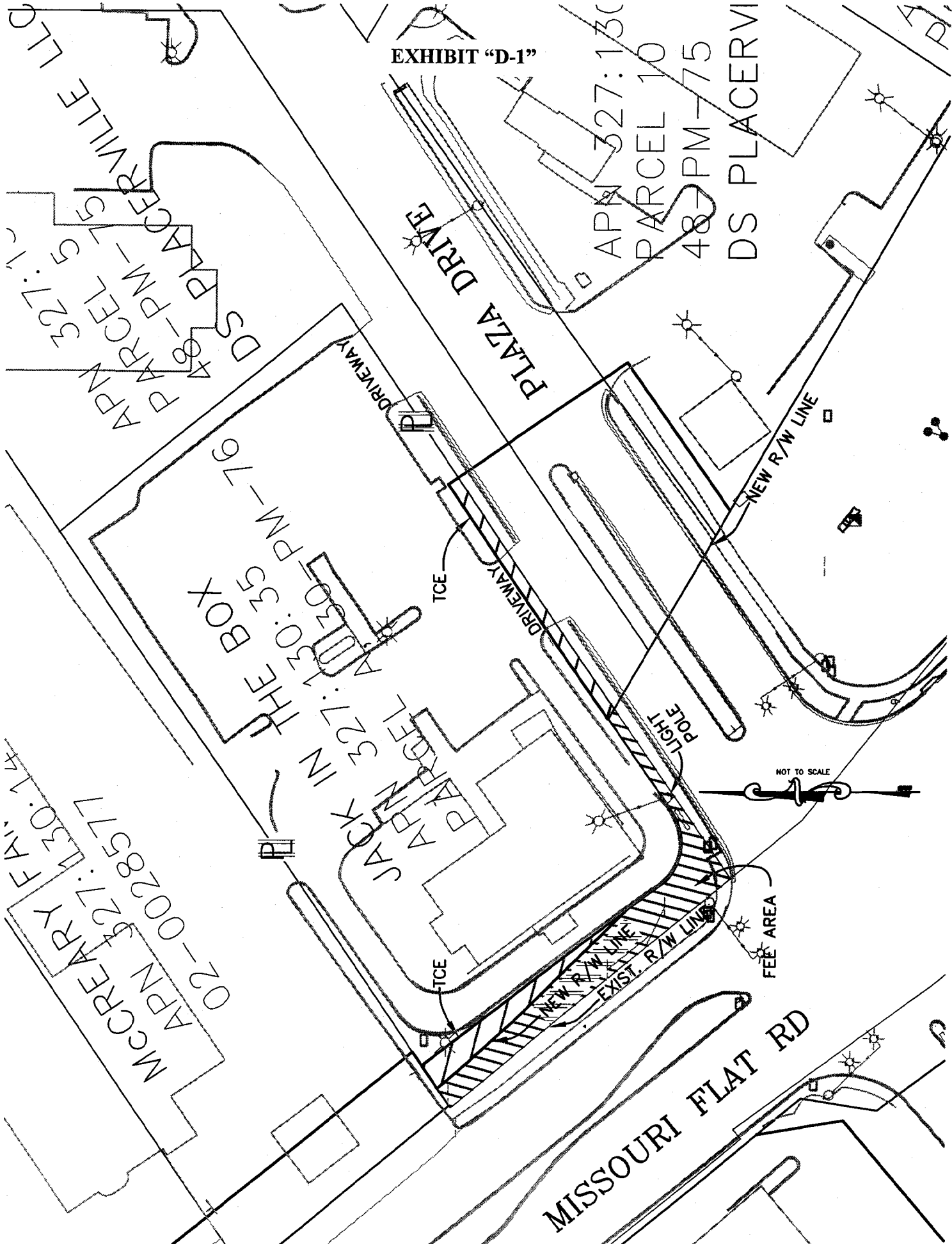


EXHIBIT "D"

**CONSTRUCTION DRAWING FOR
ASSESSOR'S PARCEL NUMBER
327-130-35**

EXHIBIT "D-1"



DS PLACERVILLE LTD
APN 327:14
PARCEL 5
48-PM-75

MC CREARY FAIR
APN 327:130.14
02-0028577

JACK IN THE BOX
APN 327:130.35
PARCEL 10
48-PM-76

DS PLACERVI
APN 327:13C
PARCEL 10
48-PM-75

MISSOURI FLAT RD

PLAZA DRIVE

NEW R/W LINE

NOT TO SCALE

FEE AREA

LIGHT POLE

TCE

TCE

DRIVEWAY

DRIVEWAY

NEW R/W LINE
EXIST. R/W LINE