

**Ginney-Campoy LLC SPTCJPA Easement Agreement**

# CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT:**

Department: Transportation  
Dept. Contact: Pete Feild, R/W Manager  
Phone: 530-621-7666  
Department Head  
Signature: *Pete Feild* 2/2/11

**CONTRACTOR:**

Name: Ginney-Campoy LLC  
c/o  
Address: 3741 Mira Loma Drive  
Cameron Park, CA 95682  
Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** Transportation

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

**COUNTY COUNSEL:** (must approve all contracts and MOUs)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 2/10/11 By: D. Livingston  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
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\_\_\_\_\_  
EL DORADO COUNTY COUNSEL  
FEB - 3 AM 8:18

**Please forward to Risk Management upon approval.** N/A

Index Code: <u>306370</u>	User Code: <u>33000</u>
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**RISK MANAGEMENT:** (All contracts and MOUs except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Department(s): \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

#### Attachment #4

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### EASEMENT AGREEMENT

THIS GRANT OF EASEMENT is made and entered into as of \_\_\_\_\_, 2011, by and between the **County of El Dorado**, a political subdivision of the State of California, (hereinafter the "**County**"), **Sacramento Placerville Transportation Corridor Joint Powers Authority**, a California joint powers agency ("**JPA**"), as the collective "**Grantor**" hereunder, and **Ginney – Campoy LLC**, a California Limited Liability Company ("**Grantee**").

#### Recitals

**WHEREAS**, the JPA owns the former railroad right-of-way that extends through the town site of Shingle Springs in El Dorado County, California; and

**WHEREAS**, the County has been delegated the management of the portion of the right-of-way that extends through the town site of Shingle Springs in El Dorado County, California; and

**WHEREAS**, Grantee owns certain real property adjacent to the railroad right-of-way and desires to obtain the crossing rights hereinafter set forth.

#### Agreement

NOW, THEREFORE, the parties agree as follows:

**1. General.**

A. The Grantee Property. Grantee is the owner of that certain real property located in El Dorado County, California, that is specifically described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Grantee Property**").

B. The Grantor Property. Grantor is the owner and manager of the railroad right-of-way situated to the south the Grantee Property (the "**Grantor Property**").

C. Purpose of Agreement. The purpose of this Agreement is to grant the easement rights that are specified herein, on the terms and subject to the conditions set forth herein.

2. **Grant of Easement.** Grantor hereby grants to Grantee a nonexclusive easement for the purposes stated below, over and across that portion of the Grantor Property described and depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Easement**"). The Easement shall include the right to cross the railroad tracks over which the Easement passes in accordance with the terms of this Agreement.

The Easement granted hereby shall solely be for the design, grading (including, without limitation, related soil and subsurface removal, compacting and filling) construction, installation, placement, maintenance, repair, removal, inspection, operation and use of:

A. A road (together with subsurface, pavement, curb, gutter, directional signs and signals, and other related improvements and items) not to exceed the width of the Easement (the "**Road**") for pedestrian and vehicular ingress, egress and travel across the Easement area and to and from the Grantee Property, and each part thereof, and for other purposes incidental thereto; and

B. Public utility lines, conduits, mains, drains, pipes, wires, cables for electricity, gas, water, sanitary sewer, storm sewer, telephone and other communications, television and other utilities, services, facilities and items of a related nature under, over or across the Easement area ("**Utilities**"). Subject to the prior written approval of the County and, if applicable, the California Public Utilities Commission, Grantee (or its successors or assigns) shall have the right to grant to utility companies, agencies, authorities and suppliers ("Utility Companies") the right to use the Easement to construct, install, place, maintain, repair, remove, inspect, operate and use Utilities, provided that any such grant of right shall require that the Easement area shall be returned to its original condition, and that the Utility Companies be subject to the same restrictions on use that are otherwise applicable to the Grantee pursuant to this Agreement.

This grant is subject and subordinate to the prior right of Grantor and its member agencies to use all of the Grantor Property to construct, maintain, use and remove existing and future trail, rail, transportation, communication, power, pipeline and other facilities in, upon, over, under, across or along the Grantor Property. This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" will not be construed as a covenant against the existence thereof.

Additionally, the grant of the Easement is conditioned upon Grantee's compliance with Condition No. 7 of the Findings and Conditions of Approval for Parcel Map P07-0010, which requires Grantee to improve all access roadways to the satisfaction of the Department of Transportation or obtain an approved improvement agreement, with security, prior to filing of the Parcel Map.

3. **Easement Appurtenant; Use.**

A. **Appurtenant.** The Easement shall be appurtenant to the Grantee Property, and each portion thereof. Upon any subdivision or other partition or division of all or any

portion of the appurtenant real property, this Easement shall automatically (and without the need or requirement for consent of and/or notice to any owners or users of the Easement, the appurtenant real property or the Grantor Property) be apportioned for the benefit and use of all portions of such appurtenant real property after such subdivision, partition or division.

B. Use. The Easement may be used by the owners and users of the Grantee Property (and any portion thereof) to which it is appurtenant, and by all employees, tenants, licensees, agents, contractors, invitees, visitors, customers, guests and others desiring to travel to and/or from such property.

No use of the Easement shall be done or made in such a manner that it would unreasonably interfere with the use of the Easement by another or with any other permitted use(s) of the Easement. No gate or fence shall be erected that blocks or interferes with the free use of the Easement and/or passage over any road thereon, except as may be provided herein, unless the prior written consent of all parties to this Agreement is obtained. Notwithstanding the foregoing, Grantee understands and agrees that Grantor may elect, or the California Public Utilities Commission ("CPUC") may require, that the crossing shall be regulated with lights and crossing barricades which will be deemed to not be interference with the Easement granted herein; Grantee shall be responsible for the cost of designing, constructing and maintaining any such lights or crossing barricades. Grantee shall be responsible to obtain any required approvals from the CPUC prior to construction of the crossing.

C. Reversion. Should the property subdivided by Parcel Map P07-0010 be reverted to acreage pursuant to proceedings initiated by the County on its own motion in accordance with the Subdivision Map Act, then the Easement granted herein shall be automatically deemed abandoned by Grantee.

#### 4. **Construction; Maintenance.**

A. No Obligation To Construct. Except as otherwise provided herein or in the Findings and Conditions of Approval for Parcel Map P07-0010, neither of the parties to this Agreement shall be under any obligation to construct or improve the Road or any Utilities described above. Grantee shall have the right to design, construct, improve and use a Road and Utilities on and across the Easement area, at its sole cost and expense.

B. Maintenance.

(1) Road. Any Road constructed upon the Easement by Grantee shall be maintained by Grantee at its sole cost and expense until such time as an offer to irrevocably dedicate such Road and this Easement to the public is accepted by the County. During the time Grantee is responsible for maintaining the Road, Grantee shall periodically inspect, maintain and repair such Road and all portions thereof as is necessary to maintain such Road in a reasonably clean, safe and useable condition.

(2) Utilities. Any Utilities constructed and/or installed upon, in or over the Easement area shall thereafter be maintained by the party or parties responsible for such construction and/or installation.

(3) Railroad Crossing. Grantee understands and agrees that the Easement at such point as it crosses the existing railroad tracks is subject to the jurisdiction of the CPUC and Grantee shall maintain the crossing area in good repair and shall keep said crossing area and the flangeways thereof free and clear of all rubbish and debris. If Grantor elects, or is required by the CPUC to change the grade of all or any portion of its tracks in the area of the crossing, or to make any such improvements to the crossing, Grantor shall use its reasonable efforts to avoid damage to the Grantee's improvements in the Easement. However, it shall be Grantee's responsibility to repair any damage to such improvements at such time as Grantor has completed its modification to the crossing area.

(4) Notification of Maintenance and Repair Activities. Grantee shall provide County 48 hours notice prior to engaging in any maintenance or repair of its improvements and shall obtain an encroachment permit from County prior to beginning said maintenance or repair activities. Any repairs of an emergency nature are exempt from this requirement; however, Grantee shall notify County within 24 hours of commencement of emergency repair activity. If Grantee's use of the Easement causes any damage to County's, the JPA's, or any third party's property or improvements, Grantee shall expeditiously repair said property or improvements at Grantee's sole cost and expense. If Grantee does not promptly make emergency repairs, or initiate repair of non-emergency damage within ten (10) calendar days, or when all necessary materials become available to make such repairs, the Grantor has the right to undertake or authorize such repairs and to invoice Grantees for the reasonable costs of same.

(5) Assumption of Maintenance Obligations By Association or Public Entity. Subject to the prior written approval of the County, Grantee may transfer any or all of the obligations (including, without limitation, responsibility for related costs and expenses) to maintain, inspect, repair and replace the Road, the crossing area and/or any Utilities, to the County, or to an owners association or other special purpose association or district, or to any private, public or governmental utility company, association, agency or entity, whether now existing or hereafter created (collectively, "**Entity**", whether public or private in nature). The County may, in its discretion, withhold its approval of the transfer of obligations to another Entity, or condition its approval on the Entity obtaining a bond or other form of security to ensure performance of the obligations assumed hereunder. Upon transfer of such obligations to such an Entity, the transferor shall be relieved of further responsibility for such obligations to the extent provided in Section 11 below.

**5. Future Development And Subdivision**. The parties to this Agreement specifically acknowledge and agree that the future development and/or subdivision of the properties to which this Easement is appurtenant is anticipated to occur from time-to-time, and the increase in use resulting therefrom shall not overburden or act to terminate the Easement created hereby.

**6. Future Dedication to Public Use.** Each party to this Agreement hereby acknowledges and agrees that the Easement granted and reserved hereby is not intended to be offered or accepted as a permanent public road at this time and that this instrument does not constitute an irrevocable offer to dedicate. However, the parties contemplate and agree that in the future the Easement and the Road thereon may be offered for dedication as a public road, at the discretion of Grantee (or its successors or assigns), and each party to this Agreement (and their respective successors and assigns) shall be obligated to cooperate in and execute all instruments required to make such offer of dedication effective. Any such offer of dedication may be made in fee or by easement, as may be required by the appropriate governmental entity.

**7. Indemnification.** To the extent permitted by law, Grantee hereby assumes liability for, and agrees to defend, with counsel acceptable to Grantor, indemnify, protect, save and keep harmless the County, the JPA, the JPA's member agencies, and its/their directors, officers, employees, and successors and assigns (collectively, "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements including reasonable attorneys' fees and expenses (including allocated costs of the Indemnitees' in-house counsel) of any kind and nature imposed in, asserted against, incurred or suffered by an Indemnitee by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property in any way relating to or arising out of:

- (i) any negligent act or action, or any negligent omission or failure to act when under a duty to act on the part of an Indemnitee or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder whether or not caused in part by the Indemnitee's negligence, but not to the extent of the Indemnitee's sole negligence or willful misconduct; and/or
- (ii) any act or action, or any omission or failure to act on the part of Grantee or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; and/or
- (iii) a release by Grantee or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent based upon principles of comparative fault that such release is not proximately contributed to or caused by an Indemnitee; and/or
- (iv) efforts to enforce this indemnity provision.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity.

**8. Successors and Assigns.** Each party to this Agreement hereby agrees and acknowledges that the Grantor Property and Grantee Property shall be held, sold, conveyed,

owned and used subject to the terms, conditions and obligations imposed by this Agreement, which are agreed to provide for acts done and/or to not be done on such real properties and to relate to the use, repair, maintenance and/or improvement of the Easement, and matters incidental thereto, and are for the benefit of each of the other such real properties.

The provisions of this Agreement shall (subject to the limitations contained in this Agreement and without modifying the provisions of this Agreement) be enforceable as easements, equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the parties to this Agreement, and upon each and all of their respective heirs, devisees, successors and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the Grantor Property and Grantee Property .

**9. No Abandonment, Adverse Rights, Prescription or Waiver.** The parties to this Agreement hereby agree that, except as otherwise provided herein, the Easement and the rights of any party created and/or reserved hereby shall not be deemed to be abandoned (and shall not terminate or be restricted in any way) by the failure of any or all of the parties to use the Easement or any portion thereof for any length of time. In addition, no rights shall be acquired by adverse possession or prescription as a result of or arising out of the occupancy, possession, destruction or blockage of the Easement or any portion thereof (or any Road or improvements now or hereafter thereon), or by reason of any other act of any person or entity following the recordation of this Agreement (and any and all such actions shall be deemed to have been done with permission pursuant to a revocable license hereby granted by this provision). Failure to enforce any covenant, restriction or other provision of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision shall in no way constitute a waiver of the right to enforce such covenant, restriction or provision or seek redress for the breach thereof, or constitute a waiver of the right to enforce any other covenant, restriction or provision of this Agreement or seek redress for the breach thereof.

**10. Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter, which are not fully expressed herein. No addition to or modification of any term or provision shall be effective unless set forth in writing, signed by all parties to this Agreement (or their respective successors or assigns, as appropriate).

**11. Additional Documents.** From time to time prior to and after the recordation of this Agreement, each party shall execute and deliver such additional instruments as may be necessary to carry out the purpose and intent of this Agreement.

**12. Warranty of Authority.** Each party represents and warrants to the other that it is authorized to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so without the need to obtain the further consent of

any person or entity, and that upon such execution this Agreement shall be valid, binding and enforceable according to its terms against such party.

**13. Attorneys' Fees.** In the event either Grantor or Grantee brings any legal or equitable proceeding (including any court action or arbitration proceeding) for enforcement of any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal or judgment.

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14. **Counterparts.** This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original for all purposes, but all of which taken together shall constitute one and the same original.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument effective as of the day and year first above written.

**GRANTOR: Sacramento-Placerville Transportation Corridor Joint Powers Authority**

Signed: \_\_\_\_\_

John C. Segerdell, CEO

**APPROVED AS TO LEGAL FORM:**

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

Paul J. Chrisman, JPA Counsel

**GRANTOR: County Of El Dorado**

Signed: \_\_\_\_\_

Chair, Board of Supervisors

**ATTEST:**

**Suzanne Allen de Sanchez, Clerk of the  
Board of Supervisors**

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

**GRANTEE: Ginney – Campoy LLC, a California Limited Liability Company**

Signed: \_\_\_\_\_

Marlon Roger Ginney

Signed: \_\_\_\_\_

Larry K. Campoy

List of Exhibits:

A -- Legal description of the Easement

B -- Description of the Grantee Property

**EXHIBIT "A"**

The following Exhibit A and Exhibit B are the legal descriptions with an Exhibit C depiction of the easement areas to be granted by the Grantor (Sacramento Placerville Transportation Corridor Joint Powers Authority or "JPA", to the Grantee (Ginney – Campoy LLC, A California Limited Liability Company).

**EXHIBIT A**  
DESCRIPTION OF EASEMENT NO. 1

All that certain real property located in the County of El Dorado, State of California, being a portion of the Northwest quarter of Section 6, Township 9 North, Range 10 East, M.D.M., also being a portion of Parcel 2 as said parcel is shown and so designated on that certain Parcel Map that filed for record in the Office of the El Dorado County Recorder on March 30, 1989, in Book 40 of Parcel Maps at Page 94, and the Remainder Parcel shown thereon, more particularly described as follows:

BEGINNING at a point in the Southeasterly boundary of that certain 0.57 acre tract of land shown on that certain Record of Survey that filed for record in the Office of the El Dorado County Recorder on December 6, 1982, in Book 11 of Record of Surveys at Page 48, from which the most Southerly point in the boundary of said 0.57 acre tract, shown as being marked by a three-quarter (3/4") inch capped iron pipe stamped "L.S. 3404", bears South 65°33'15" West 138.21 feet; thence, from said POINT OF BEGINNING and Northeasterly along the Southeasterly boundary of said 0.57 acre tract of land, North 65°33'15" East 90.07 feet to a point of cusp, the beginning of a curve to the Left with a radius of 20.00 feet, concave to the East; thence, Southerly along the arc of said curve through a central angle of 87°43'07", an arc distance of 30.62 feet (said curve being subtended by a chord that bears South 21°41'41" West 27.72 feet); thence South 22°09'52" East 67.37 feet to the beginning of a curve to the Left with radius of 20.00 feet, concave to the North; thence, Easterly along the arc of said curve through a central angle of 92°16'53", an arc distance of 32.21 feet (said curve being subtended by a chord that bears South 68°18'19" East 28.84 feet) to the Northwesterly side of Mother Lode Drive, a point of cusp; thence, Southwesterly along the Northwesterly side of said Mother Lode Drive, South 65°33'15" West 90.07 feet to a point of cusp, the beginning of a curve to the Left with a radius of 20.00 feet, concave to the West, the radial to which bears South 24°26'45" East; thence, leaving the Northwesterly side of Mother Lode Drive and Northerly along the arc of said curve through a central angle of 87°43'07", an arc distance of 30.62 feet (said curve being subtended by a chord that bears North 21°41'41" East 27.72 feet); thence North 22°09'52" West 67.37 feet to the beginning of a curve to the Left with a radius of 20.00 feet, concave to the Southwest; thence, Northwesterly along the arc of said curve through a central angle of 92°16'53", an arc distance of 32.21 feet (said curve being subtended by a chord that bears North 68°18'19" West 28.84 feet) to the point of beginning.

End of Description

For delineation of the herein described easement, see Exhibit C.

This real property description was prepared by Gene E. Thorne & Associates, Inc., under the direction of Gene E. Thorne, RCE 20462, in conformance with the Professional Land Surveyor's Act.

  
Gene E. Thorne, RCE 20462

Reg. Exp. Date: 09/30/07



**EXHIBIT B**  
DESCRIPTION OF EASEMENT NO. 2

All that certain real property located in the County of El Dorado, State of California, being a portion of the Northwest quarter of Section 6, Township 9 North, Range 10 East, M.D.M., also being a portion of the Remainder Parcel as said parcel is shown and so designated on that certain Parcel Map that filed for record in the Office of the El Dorado County Recorder on March 30, 1989, in Book 40 of Parcel Maps at Page 94, and a portion of former Sunset Lane, more particularly described as follows:

BEGINNING at the most Easterly point in the boundary of that certain 0.57 acre tract of land shown on that certain Record of Survey that filed for record in the Office of the El Dorado County Recorder on December 6, 1982, in Book 11 of Record of Surveys at Page 48, shown as being marked by a three-quarter (3/4") inch capped iron pipe stamped "RCE 4434-1982"; thence, from said POINT OF BEGINNING and Northwesterly along the Northeasterly boundary of said 0.57 acre tract of land, North 24°31'58" West 99.95 feet to the most Northerly corner of said 0.57 acre tract of land, shown as being marked by a five-eighths (5/8") inch rebar tagged "L.S. 3404"; thence, continuing North 24°31'58" West, 21.55 feet to the centerline of former Sunset Lane; thence, Northeasterly along said centerline, North 66°37'10" East 20.00 feet; thence, leaving said centerline, South 24°31'58" East 121.13 feet; thence South 65°33'15" West 20.00 feet to the point of beginning.

End of Description

**For delineation of the herein described easement, see Exhibit C.**

This real property description was prepared by Gene E. Thorne & Associates, Inc., under the direction of Gene E. Thorne, RCE 20462, in conformance with the Professional Land Surveyor's Act.

  
Gene E. Thorne, RCE 20462

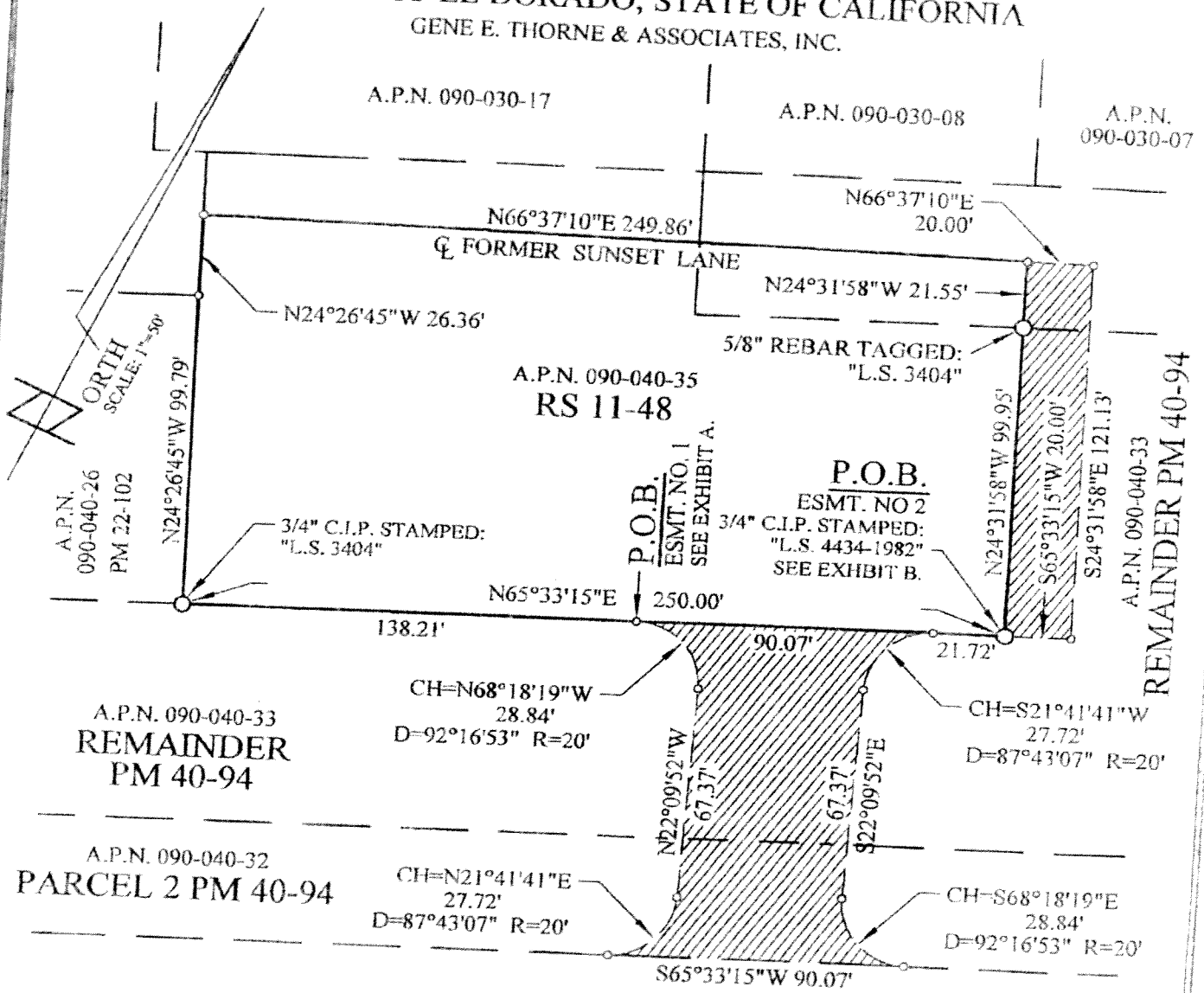
Reg. Exp. Date: 09/30/07




Portions of A.P.N. 090-040-33

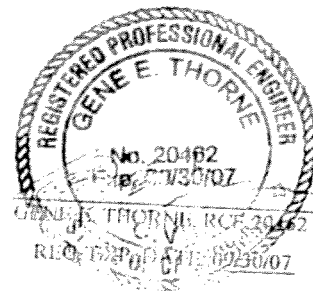
EXHIBIT C  
**PLAT OF EASEMENTS**  
 PORTIONS OF THE NW 1/4 OF SECTION 6, T. 9 N., R. 10 E., M.D.M.  
 BEING PORTIONS OF PARCEL 2 & REMAINDER PARCEL OF PM 40-94  
 AND A PORTION OF FORMER SUNSET LANE  
 COUNTY OF EL DORADO, STATE OF CALIFORNIA

GENE E. THORNE & ASSOCIATES, INC.



**LEGEND:**

- COMPUTATION POINT
- MONUMENT, AS SHOWN
-  HATCHING INDICATES EASEMENT AREA



ASSESSOR'S PARCEL NO.: 090-040-32 & 33

Access Esmt - Exhibit C - Rev 2.dwg

**EXHIBIT "B"**

The following Exhibit B, B-1 and B-2 are the legal description and depiction of the property to be served by the easement described in Exhibit A, to be granted by the Grantor (Sacramento Placerville Transportation Corridor Joint Powers Authority or "JPA", to the Grantee (Ginney – Campoy LLC, A California Limited Liability Company).

APN 090-040-39 (formerly APN 090-040-35)

## EXHIBIT B

All that portion of Lot 1, Block 2, Townsite of Shingle Springs described as follows:

### PARCEL NO. 1:

BEGINNING at the Northeasterly corner of Lot 2, Block 2, Townsite of Shingle Springs; thence South 24° 30' 30" East along the Southwesterly line of said lot 100.00 feet to the Southwesterly corner of said lot; thence South 65° 29' 30" West 75.00 feet; thence North 24° 30' 30" West 100.00 feet; thence North 65° 29' 30" East 75.00 feet to the point of beginning.

### PARCEL NO. 2:

BEGINNING at the Northwesterly corner of Lot 2, Block 2, Townsite of Shingle Springs; thence South 24° 30' 30" East along the Northeasterly line of said lot 100.00 feet; thence North 65° 29' 30" East 75.00 feet; thence North 24° 39' 30" West 100.00 feet; thence South 65° 29' 30" West 75.00 feet to the point of beginning.

EXCEPTING FROM Parcel No. 1 and Parcel No. 2 that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor or its successors and assigns shall not have the right for any purposes whatsoever to enter upon, into or through the surface of said property or any part thereof lying between said surface and 500 feet below said surface as reserved by Southern Pacific Transportation Company in Grant Deed recorded October 13, 1982 in Book 2112, Page 345.

### PARCEL NO. 3:

Lot 2, Block 2, Townsite of Shingle Springs, as said lot and block are designated and numbered on the Official Map of said Townsite filed in the office of the County Recorder of the County of El Dorado, State of California.

### PARCEL NO. 4:

Portion of the Northwest quarter of Section 6, Township 9 North, Range 10 East, M.D.M., also being within the Townsite of Shingle Springs, as delineated on the Official Map of said Townsite in the office of the County Recorder, County of El Dorado and more particularly described as follows:

BEGINNING at the Northwest corner of the tract of land shown on that certain Record of Survey Map filed December 6, 1982 in the office of the County Recorder, County of El Dorado, in Book 11 of Record of Surveys, at Page 48, also being a point on the Southerly boundary of said Townsite Street from which a  $\frac{3}{4}$  inch capped iron pipe stamped "LS 3404" bears South 24° 26' 45" East 0.16 feet and from said corner the West quarter Section corner of said Section 6 bears the following three (3) courses: South 24° 26' 45" East 99.95 feet, a similar pipe, (South 65° 33' 15" West 365.22) and (South 44° 11' 23" West 414.05 feet); thence from said point of beginning leaving said Southerly boundary North 24° 26' 45" West 26.20 feet; thence North 66° 37' 10" East 150.60 feet; thence South 24° 26' 45" East 23.40 feet to said Southerly boundary; thence along said Southerly boundary South 65° 33' 15" West 150.58 feet to the point of beginning.



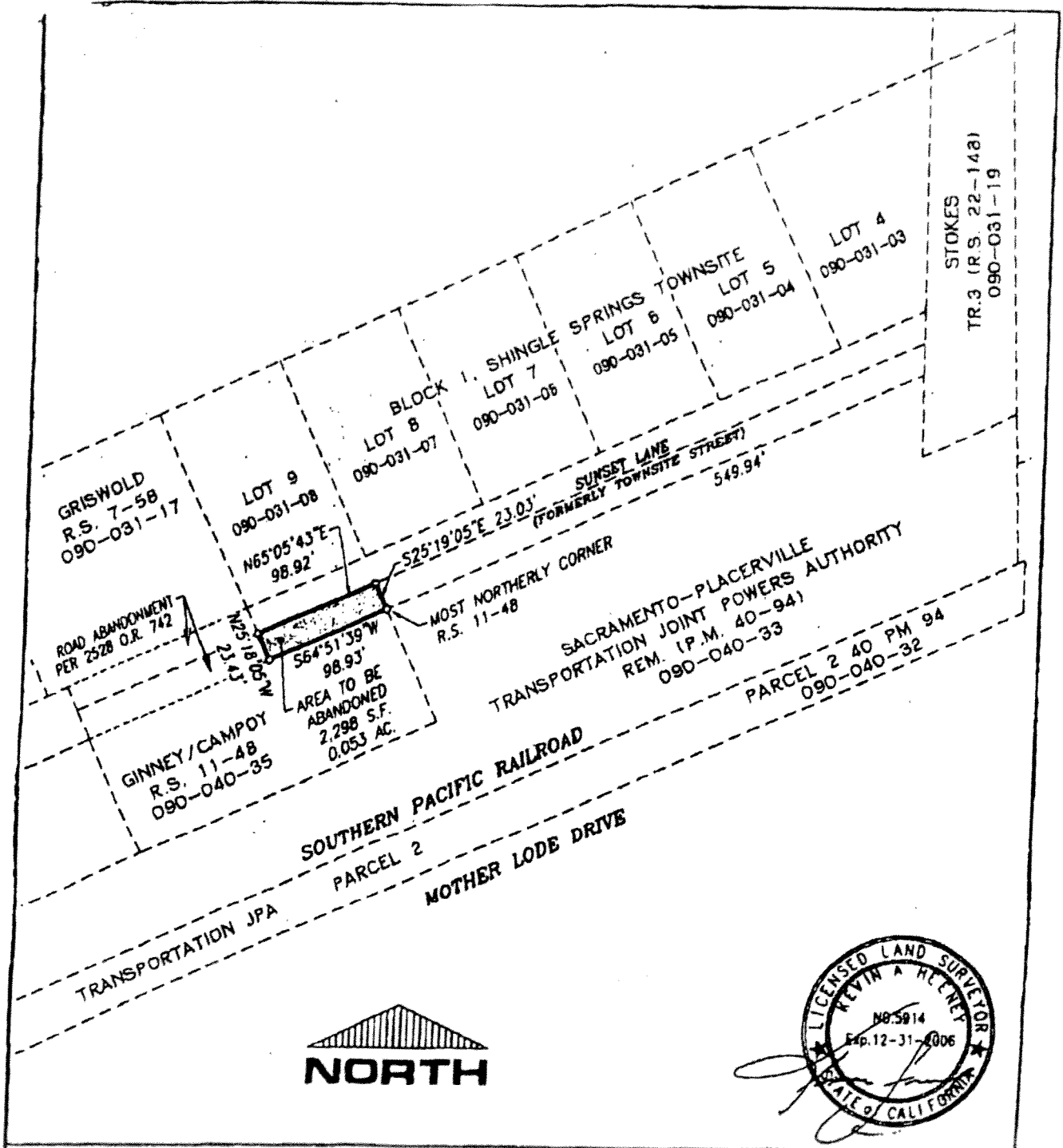
## EXHIBIT B-1

### ROAD ABANDONMENT TO GINNEY/CAMPOY PROPERTY


ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF EL DORADO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LAND SHOWN IN THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY IN BOOK 11 OF SURVEYS, PAGE 48, ALSO BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SUNSET LANE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, SOUTH 64°51'39" WEST, 98.93 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 25°18'05" WEST, 23.43 FEET; THENCE NORTH 65°05'43" EAST, 98.92 FEET; THENCE SOUTH 25°19'05" EAST, 23.03 FEET TO THE POINT OF BEGINNING, CONTAINING 2,298 SQUARE FEET (0.053 ACRE), MORE OR LESS.

EXHIBIT B-2



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 Civil Engineering & Land Surveying  
 8133 Meeker Circle, Suite 1  
 Rancho Cordova, CA 95742  
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Road Abandonment to Ginney/Campoy Property

COUNTY OF EL DORADO STATE OF CALIFORNIA

DATE: 04-05-05
BY: SLS
SCALE: 1"=100'
SHEET 1 of 1
JOB NO. 00-173-001

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