

Seller: Huddinge Partners
APN: 121-280-12
Project#: 71328
Escrow#: 205-10798

14

ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (“County”), and **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, referred to herein as (“Seller”), with reference to the following facts:

RECITALS

- A. Seller owns that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit “A” (the “Property”).
- B. County desires to purchase an interest in the Property as a fee described and depicted in Exhibit “B” and the exhibits thereto, and a Slope, Drainage and Public Utilities Easement as described and depicted in Exhibit “C-1” and the exhibits thereto, and a Temporary Construction Easement as described and depicted in Exhibit “C-2” and the exhibits thereto, which are attached hereto and referred to hereinafter as the “Acquisition Properties”, on the terms and conditions herein set forth.

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

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Seller: Huddinge Partners
APN: 121-280-12
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AGREEMENT

1. ACQUISITION

Seller hereby agrees to sell to County and County, upon approval by the Board of Supervisors, hereby agrees to acquire from Seller, the Acquisition Properties, as described and depicted in Exhibit "B" and the exhibits thereto, and as described and depicted in Exhibit "C-1" and "C-2" and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

2. JUST COMPENSATION

The just compensation for the Acquisition Properties is in the amount of **\$7,261.00** for the Fee acquisition, **\$15,689.00** for the Slope, Drainage and Public Utilities easement, and **\$5,552.00** for the 24 month Temporary Construction Easement. Seller and County hereby acknowledge that the fair market value of the Acquisition Properties is **\$28,502.00 (Twenty-eight Thousand Five-hundred and two Dollars, exactly).**

3. ESCROW

The acquisition of the Acquisition Properties shall be consummated by means of Escrow No. 205-10798, which has been opened at Placer Title Company ("Escrow Holder"), located at 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA, 95762, with Becky Slak, Escrow Officer. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Acquisition Properties. Seller and County agree to deposit in escrow all instruments,

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documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than August 31, 2013, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and
- E. All costs of executing and delivering the Grant Deed and Easement Deeds; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall grant to the County the Acquisition Properties, free and clear of title defects, liens, and encumbrances, taxes and deeds of trust that would render the Acquisition Properties unsuitable for its intended purpose, as outlined herein. Title to the Acquisition Properties shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No. 205-10798 dated March 29, 2013, if any; and

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- C. Exceptions numbered 1, 2, 3, 4, and 5 paid current, and subject to items numbered 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, as listed in said Preliminary Report.

Seller agrees all other exceptions to title will be removed prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance in the amount of the purchase price showing title vested in the County, insuring that title to the Acquisition Properties is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions and other adverse interests of record or know to Sellers, subject only to those exceptions set forth hereinabove.

6. WARRANTIES

Seller warrants that:

- A. Seller owns the Property free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Seller has no knowledge of any pending litigation involving the Property.
- C. Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code, statute, regulation, or judicial order pertaining to the Property.
- D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Grant Deed and Easement Deeds.

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7. PRORATION OF TAXES

All real property taxes shall be prorated in accordance with Revenue and Taxation Code Section 4986 as of the Close of Escrow. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent taxes due, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow. Escrow Holder shall deduct and pay from the just compensation any pro-ration credits due to County for real property taxes and assessments directly to the County of El Dorado Tax Collector's Office in lieu of refunding such amounts to County through escrow.

8. ASSESSMENTS

It is agreed that Seller shall be responsible for the payment of any assessments, bonds, charges, or liens imposed upon the Property by any federal, state, or local government agency, including AT&T and Pacific Gas and Electric Company. Seller agrees to indemnify and hold County harmless from any claim arising there from. Seller authorizes Escrow Holder to deduct and pay from the just compensation any amount necessary to satisfy any delinquent assessments, bonds, charges, or liens, together with penalties and interest thereon, which shall be cleared from the title to the Property prior to Close of Escrow.

9. NO ENVIRONMENTAL VIOLATIONS

Seller represents that, to the best of Seller's knowledge, Seller knows of no fact or circumstance which would give rise to a claim or administrative proceeding that the Property is in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater contamination.

Seller: Huddinge Partners
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10. POSSESSION

The parties acknowledge and agree that the parties have previously entered into the Possession and Use Agreement dated December 28, 2012, granting the County the exclusive right to possession and use of the Acquisition Properties by the County or County's contractors or authorized agents for the purpose of performing activities related to and incidental to the construction of improvements for the US Hwy. 50 / Silva Valley Parkway Interchange project, inclusive of the right to remove and dispose of any existing improvements. It is agreed and confirmed by the parties that notwithstanding any other provisions to the contrary, the exclusive right to possession and use of the Acquisition Properties granted to the County or County's contractors or authorized agents for said purposes shall continue hereunder, without interruption, from the inception of that exclusive possession granted under the Possession and Use Agreement. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

11. WAIVER OF AND RELEASE OF CLAIMS

This Agreement is full consideration for all claims and damage that Seller may have relating to the public project for which the Acquisition Properties are conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

12. 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.

13. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Acquisition

Seller: Huddinge Partners
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Properties, and Seller shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Seller to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

14. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Seller shall execute and deliver to Escrow Holder the Grant Deed and Easement Deeds prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificates of Acceptance to be attached to and recorded with the Grant Deed and Easement Deeds.
- C. Escrow Holder shall:
 - (i) Record the Grant Deed described and depicted in Exhibit "B" and the exhibits thereto, and the Easement Deeds as described and depicted in Exhibit "C-1" and "C-2" and the exhibits thereto, together with County's Certificates of Acceptance.
 - (ii) Cause the policy of title insurance to be delivered.
 - (iii) Deliver the just compensation to Seller.

15. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Seller.

16. BEST EFFORTS

County and Seller shall act in good faith and use their best efforts after the effective date hereof to

Seller: Huddinge Partners
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ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

17. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Seller or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER: Huddinge Partners
20 Littlewood Drive
Piedmont, CA 94611**

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

**COPY TO: County of El Dorado
Transportation Division
2850 Fairlane Court
Placerville, CA 95667**

18. 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.

19. 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.

20. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

21. 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.

22. ATTORNEY'S FEES

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

23. LEASE WARRANTY PROVISION

Seller warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month.

24. CONSTRUCTION CONTRACT WORK

County or County's contractor will, at the time of construction, re-construct a portion of Joerger Cut Off Road at the intersection of Silva Valley Parkway and replace any existing landscape materials in-kind or install any erosion control materials as specified in the project contract documents. All work

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done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

25. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Seller's Property (Assessor's Parcel Number: 121-280-12) where necessary to perform the work as described in Section 24 of this Agreement. Seller understands and agrees that after completion of the work described in Section 24, the County will not be responsible for any maintenance, upkeep or repair of the areas that are reconstructed and re-landscaped that lie within the boundaries of the Property.

26. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

27. ENTIRE AGREEMENT

This Agreement, together with the exclusive right of possession granted previously to the County by virtue of the Possession and Use Agreement as set forth in Section 10 herein, constitute the entire agreement between the parties pertaining to the subject matter hereof. No amendments, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

SELLER:

HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP


By: BRADLEY N. ROTTER
Its: General Partner

Date: 5/24/13

Seller: Huddinge Partners
APN: 121-280-12
Project#: 71328
Escrow#: 205-10798

COUNTY OF EL DORADO

Date: 6-11-13



Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison,
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Order No. 205-10798
UPDATE
Version 9

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:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 9, 2005, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA IN BOOK 48 OF PARCEL MAPS, AT PAGE 139.

A.P.N. 121-280-12-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

CT #
APN 121-280-12

Above section for Recorder's use _____

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, in fee, all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this _____ day of _____, 2013.

GRANTOR:
HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP

By: BRADLEY N. ROTTER

Its: General Partner

Notary Acknowledgement Follows

EXHIBIT A

APN 121-280-12

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 2, as shown on the PARCEL MAP, filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

FEE


Beginning at a 3/4" pipe with plug, stamped "LS 4806" on the westerly Right-of-Way line of White Rock Road, at the southerly terminus of a 819.93 foot radius curve, as shown on the RECORD OF SURVEY, filed in Book 32 of Surveys, at Page 88, El Dorado County Records; thence along last said westerly Right-of-Way line, South 35°21'33" West 231.16 feet; thence leaving last said westerly Right-of-Way line, North 33°34'12" East 52.10 feet to the beginning of a curve concave to the northwest, having a radius of 1830.00 feet and a chord bearing North 32°00'46" East 213.65 feet; thence northeasterly through a central angle of 06°41'35", 213.77 feet along said curve; thence North 28°39'59" East 117.67 feet to the beginning of a curve concave to the southeast, having a radius of 1896.00 feet and a chord bearing North 30°01'47" East 90.24 feet; thence northeasterly through a central angle of 02°43'37", 90.24 feet along said curve to last said westerly Right-of-Way line and a non-tangent curve concave northwesterly, having a radius of 819.93 feet and chord bearing South 26°48'56" West 243.62 feet; thence southwesterly through a central angle of 17°05'15", 244.53 feet along said curve to the Point of Beginning.

Containing 3,751 square feet or 0.09 acres, more or less.

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

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

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



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

July 8, 2011
Date



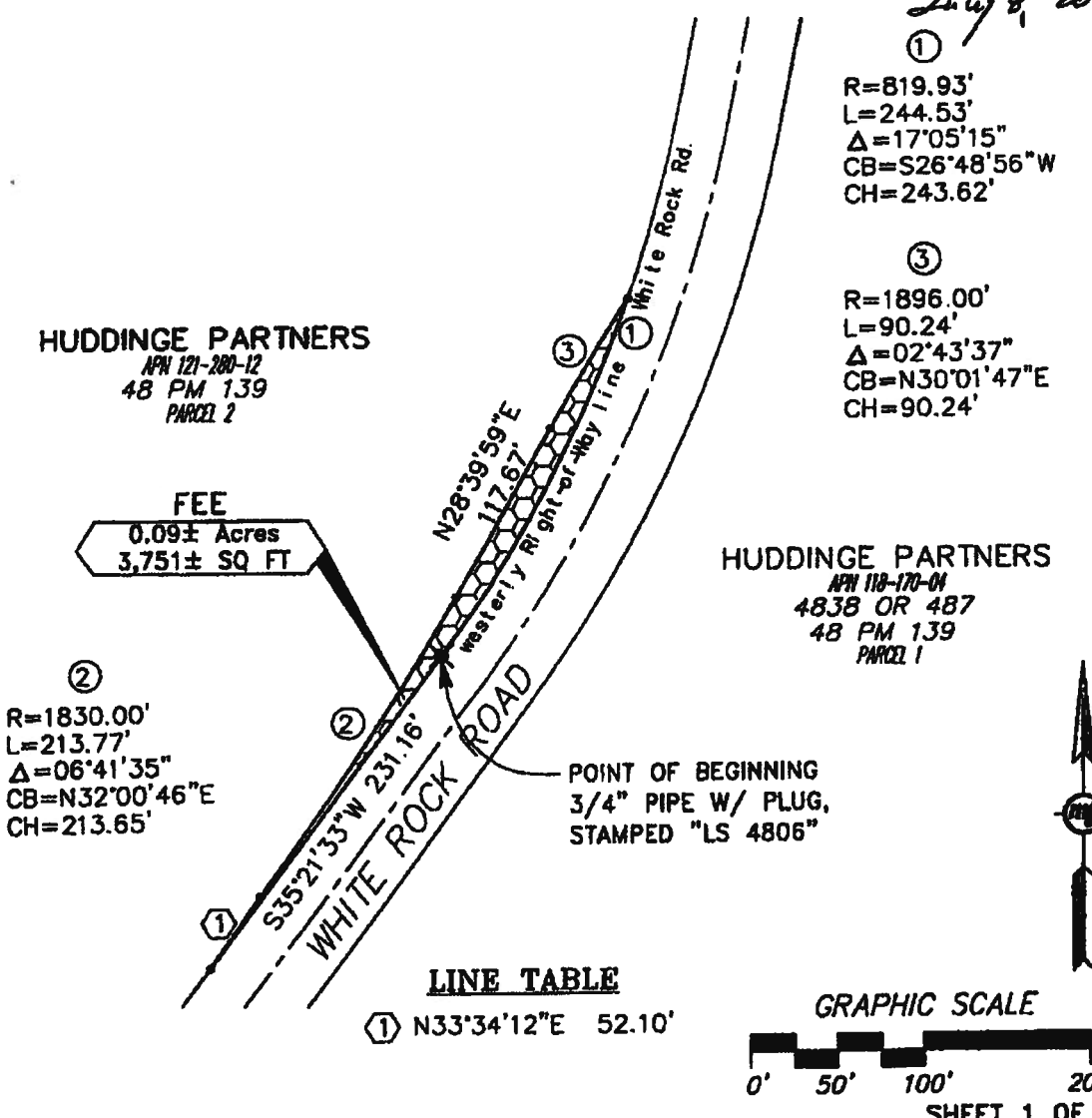
EXHIBIT "B"

LEGEND

- DIMENSION POINT TYPICAL



Albert De Leon
July 8, 2011



DWG. BY RPM
CK. BY MJS

SCALE
1"=100'

EXHIBIT "B"
APN 121-280-12
IN THE COUNTY OF EL DORADO
STATE OF CALIFORNIA

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

WHEN RECORDED, RETURN TO:

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

APN 121-280-12

CERTIFICATE OF ACCEPTANCE

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

_____, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this 11 day of June, 2013.

COUNTY OF EL DORADO

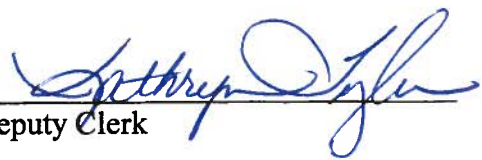
By: _____


Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison,
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

CT #
APN 121-280-12

Above section for Recorder's use

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

**GRANT OF SLOPE AND DRAINAGE
AND PUBLIC UTILITIES EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a slope and drainage easement for slope construction, maintenance and drainage together with any and all appurtenances appertaining thereto, over, under, upon, and across a portion of all those certain real properties situate in the unincorporated area of the County of El Dorado, State of California, and a public utilities easement over, upon and across a portion of that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

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

IN WITNESS WHEREOF, Grantor has herein subscribed their names on this _____ day of _____, 2013.

GRANTOR:
HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP

By: BRADLEY N. ROTTER
Its: General Partner

EXHIBIT A

APN 121-280-12

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 2, as shown on the PARCEL MAP, filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

SLOPE & DRAINAGE AND PUBLIC UTILITIES EASEMENT

Commencing at a 3/4" pipe with plug, stamped "LS 4806" on the westerly Right-of-Way line of White Rock Road, at the southerly terminus of a 819.93 foot radius curve, as shown on the RECORD OF SURVEY, filed in Book 32 of Surveys, at Page 88, El Dorado County Records; thence along last said westerly Right-of-Way line, South 35°21'33" West 231.16 feet; thence leaving last said westerly Right-of-Way line, North 33°34'12" East 52.10 feet to the beginning of a curve concave to the northwest, having a radius of 1830.00 feet and a chord bearing North 33°46'42" East 100.96 feet; thence northeasterly through a central angle of 03°09'41", 100.97 feet along said curve to the **Point of Beginning**; thence continuing along last said 1830.00 foot radius curve, northeasterly through a central angle of 03°31'54", 112.80 feet; thence North 28°39'59" East 117.67 feet to the beginning of a curve concave to the southeast, having a radius of 1896.00 feet and a chord bearing North 29°44'34" East 71.24 feet; thence northeasterly through a central angle of 02°09'10", 71.24 feet along said curve to the westerly line of the HUDDINGE SLOPE EASEMENT, recorded June 14, 2004 as Document Number 2004-0048078, Official Records of El Dorado County and the beginning of a non-tangent curve concave to the northwest, having a radius of 769.93 feet and a chord bearing North 16°52'05" East 32.37 feet; thence along last said westerly line, northerly through a central angle of 02°24'32", 32.37 feet along said curve; thence leaving last said westerly line, South 31°51'55" West 460.14 feet; thence South 17°58'39" West 50.50

feet to last said westerly line; thence along last said westerly line the following four (4) courses:


- 1) North 27°46'57" East 50.06 feet,
- 2) North 30°53'25" East 50.48 feet,
- 3) North 43°13'40" East 50.84 feet, and
- 4) North 37°42'49" East 26.36 feet to the **Point of Beginning**.

Containing 6,458 square feet or 0.15 acres, more or less.

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

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

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


Matthew Stringer, LS 8151

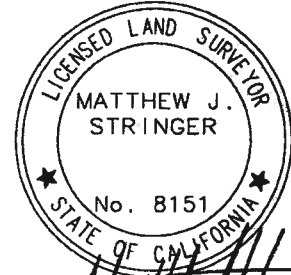


May 14, 2013
Date

LEGEND

EXHIBIT "B"

- DIMENSION POINT TYPICAL
- PUE PUBLIC UTILITY EASEMENT



May 14, 2013

- | | | |
|---|---|---|
| <p>①
R=1830.00'
L=100.97'
Δ=03°09'41"
CB=N33°46'42"E
CH=100.96'</p> | <p>②
R=1830.00'
L=112.80'
Δ=03°31'54"
CB=N30°25'55"E
CH=112.78'</p> | <p>③
R=1896.00'
L=71.24'
Δ=02°09'10"
CB=N29°44'34"E
CH=71.24'</p> |
|---|---|---|

- ④
R=769.93'
L=32.37'
Δ=02°24'32"
CB=N16°52'05"E
CH=32.37'

LINE TABLE

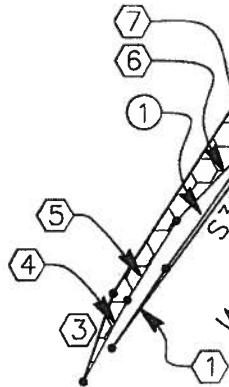
①	N33°34'12"E	52.10'
②	N28°39'59"E	117.67'
③	S17°58'39"W	50.50'
④	N27°46'57"E	50.06'
⑤	N30°53'25"E	50.48'
⑥	N43°13'40"E	50.84'
⑦	N37°42'49"E	26.36'

HUDDINGE PARTNERS
APN 121-280-12
48 PM 139
PARCEL 2

SLOPE & DRAINAGE
EASEMENT AND PUE

0.15± Acres
6,458± SQ FT

POINT OF BEGINNING



3/4" PIPE W/ PLUG,
STAMPED "LS 4806"

Slope Easement per
DOC#2004-48078

White Rock Rd.
④

HUDDINGE PARTNERS
APN 118-170-04
4838 OR 487
48 PM 139
PARCEL 1

POINT OF COMMENCEMENT
3/4" PIPE W/ PLUG,
STAMPED "LS 4806"



GRAPHIC SCALE



SHEET 1 OF 1



DWG. BY RPM
CK. BY MJS

SCALE
1"=100'

EXHIBIT "B"
APN 121-280-12
IN THE COUNTY OF EL DORADO
STATE OF CALIFORNIA

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

WHEN RECORDED, RETURN TO:

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

APN 121-280-12

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Slope and Drainage and Public Utilities Easement Deed dated

_____, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this 11 day of June, 2013.

COUNTY OF EL DORADO

By: _____


Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison,
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

EXHIBIT "C-2"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of El Dorado
Department of Transportation
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
CT #
Assessor's Parcel Number: 121-280-12

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

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

TEMPORARY CONSTRUCTION EASEMENT

HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP, hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, 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 "A" and "B" attached hereto and made a part hereof.

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

1. In consideration of \$5,552.00 (Five-thousand five-hundred fifty-two Dollars, exactly) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee an easement for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit "A" and depicted on the map in Exhibit "B" attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the US Hwy. 50/Silva Valley Parkway Interchange Improvements Project #71328. 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 Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, 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.

EXHIBIT "C-2"

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 Project is not completed within 24 (Twenty-four) months of commencement of construction directly affecting the Grantor parcel, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$231.33 (Two-hundred thirty-one Dollars, and 33/100ths exactly) will be paid to Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor 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.

GRANTOR:

HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP

Executed on this date: _____, 2013

By: BRADLEY N. ROTTER

Its: General Partner

Notary Acknowledgements Follow

EXHIBIT A

APN 121-280-12

LEGAL DESCRIPTION

All that property situate in the County of El Dorado, State of California, being a portion of PARCEL 2, as shown on the PARCEL MAP, filed in Book 48 of Parcel Maps, at Page 139, El Dorado County Records, more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Commencing at a 3/4" pipe with plug, stamped "LS 4806" on the westerly Right-of-Way line of White Rock Road, at the northerly terminus of a 819.93 foot radius curve, as shown on the RECORD OF SURVEY, filed in Book 32 of Surveys, at Page 88, El Dorado County Records; thence along last said westerly Right-of-Way line the following six (6) courses:

- 1) North 10°18'44" East 181.03 feet to the beginning of a curve concave westerly, having a radius of 819.93 feet and a chord bearing North 09°19'36" East 28.21 feet,
- 2) thence northeasterly through a central angle of 01°58'16", 28.21 feet along said curve,
- 3) North 79°41'00" West 7.95 feet,
- 4) North 11°12'18" West 81.80 feet to the beginning of a non-tangent curve concave westerly, having a radius of 489.96 feet and a chord bearing North 00°45'26" West 188.29 feet,
- 5) northerly through a central angle of 22°09'22", 189.47 feet along said curve to the **Point of Beginning**, and
- 6) continuing along last said 489.96 foot radius curve, northwesterly through a central angle of 08°23'48", 71.80 feet to the beginning of a non-tangent curve concave to the north, having a radius of 165.00 feet and a chord bearing North 87°48'26" West 17.85 feet;


thence leaving last said westerly Right-of-Way line westerly through a central angle of 06°12'05", 17.86 feet along said curve; thence North 84°42'23" West 122.50 feet to the beginning of a curve concave to the north, having a radius of 265.00 feet and a chord bearing North 81°55'19" West 25.75 feet; thence westerly through a central angle of 05°34'07", 25.76 feet along said curve; thence South 10°51'44" West 70.00 feet to the beginning of a non-tangent curve concave to the north, having a radius of 335.00 feet and a chord bearing South 81°55'19" East 32.55 feet; thence easterly through a central angle of 05°34'07", 32.56 feet along said curve; thence South 84°42'23" East 122.50 feet to the beginning of a curve concave to the north, having a radius of 235.00 feet and a chord bearing North 89°54'30" East 44.11 feet; thence easterly through a central angle of 10°46'13", 44.18 feet along said curve to the Point of Beginning.

Containing 12,852 square feet or 0.30 acres, more or less.

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

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

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


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



May 1, 2012
Date

LEGEND

- DIMENSION POINT TYPICAL

EXHIBIT "B"

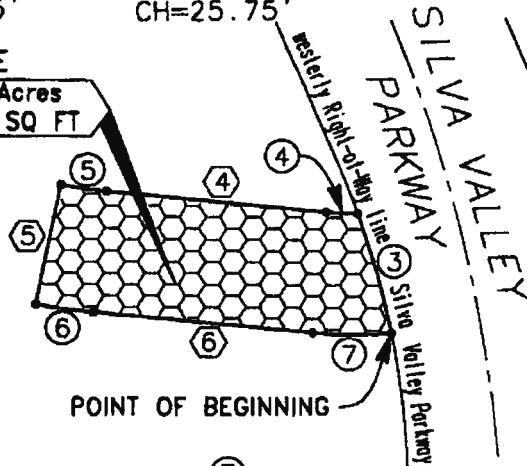


Albert de Leon
 May 4, 2012

④
 R=165.00'
 L=17.86'
 Δ=06°12'05"
 CB=N87°48'26"W
 CH=17.85'

⑤
 R=265.00'
 L=25.76'
 Δ=05°34'07"
 CB=N81°55'19"W
 CH=25.75'

TCE
 0.30± Acres
 12,852± SQ FT



③
 R=489.96'
 L=71.80'
 Δ=08°23'48"
 CB=N16°02'01"W
 CH=71.74'

⑥
 R=335.00'
 L=32.56'
 Δ=05°34'07"
 CB=S81°55'19"E
 CH=32.55'

⑦
 R=235.00'
 L=44.18'
 Δ=10°46'13"
 CB=N89°54'30"E
 CH=44.11'

HUDDINGE PARTNERS
 APN 121-280-12
 48 PM 139
 PARCEL 2

HUDDINGE PARTNERS
 APN 118-170-04
 4838 OR 487
 48 PM 139
 PARCEL 1

LINE TABLE

②	N79°41'00"W	7.95'
③	N11°12'18"W	81.80'
④	N84°42'23"W	122.50'
⑤	S10°51'44"W	70.00'
⑥	S84°42'23"E	122.50'

POINT OF COMMENCEMENT
 3/4" PIPE W/ PLUG,
 STAMPED "LS 4806"

①
 R=819.93'
 L=28.21'
 Δ=01°58'16"
 CB=N09°19'36"E
 CH=28.21'

②
 R=489.96'
 L=189.47'
 Δ=22°09'22"
 CB=N00°45'26"W
 CH=188.29'



GRAPHIC SCALE



SHEET 1 OF 1



EXHIBIT "B"
 APN 121-280-12
 IN THE COUNTY OF EL DORADO
 STATE OF CALIFORNIA

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

DWG. BY RPM
 CK. BY MJS

SCALE
 1"=100'

WHEN RECORDED, RETURN TO:

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

APN 121-280-12

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated

_____, 2013 from **HUDDINGE PARTNERS, A NEVADA LIMITED PARTNERSHIP**, to the **COUNTY OF EL DORADO**, a **political subdivision of the State of California**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this 11 day of June, 2013.

COUNTY OF EL DORADO

By: _____


Ron Briggs, Chair
Board of Supervisors

ATTEST:

James S. Mitrison,
Clerk of the Board of Supervisors

By: _____


Deputy Clerk