

Sellers: El Dorado Hills
Community
Services District
APN: 124-010-12
Project#: 71358
Escrow#: 205-17325

EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between THE COUNTY OF EL DORADO, a political subdivision of the State of California (“County”), and El Dorado Hills Community Services District, 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 an Easement, as described and depicted in Exhibit B, and the exhibits thereto, which are attached hereto and referred to hereinafter as “the Easement”, on the terms and conditions herein set forth.

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

AGREEMENT

1. ACQUISITION

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

2. JUST COMPENSATION

The just compensation for the Easement is in the amount of **\$1.00 (One Dollar Exactly) for an Easement**. Seller and County hereby acknowledge that the fair market value of the Easement is \$8,426.00.

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3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 205-17325 for APN# 124-010-12 which has been opened at Placer Title Company ("Escrow Holder"), 3860 El Dorado Hills Blvd., #502, El Dorado Hills, CA 95762 ; Attention: Becky Slak. This Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easement. Seller and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than June 3rd 2014, 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 Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Seller shall, by Grant of Easement, grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for its intended purpose, as

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outlined herein.

6. WARRANTIES

Seller warrants that:

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

7. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easement by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements Francisco Dr. Right-Turn Pocket Project# 71358, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the last date of execution of this Agreement by Seller and County. 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.

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8. 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 Easement is conveyed and purchased, and Seller hereby waives any and all claims of Seller relating to said project that may exist on the date of this Agreement.

9. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Seller acknowledges that County will use federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency - State Agreement for Federal Aid Projects, Agreement No. 03-5925R, Effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement being conveyed by Seller, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

11. REAL ESTATE BROKER

Seller has not employed a broker or sales agent in connection with the sale of the Easement, 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.

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

A. Seller shall execute and deliver to Escrow Holder the Easement prior to the Close of

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Escrow, for delivery to the County at Close of Escrow.

B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the Easement.

C. Escrow Holder shall:

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

13. TIME IS OF THE ESSENCE

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

14. BEST EFFORTS

County and Seller shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

15. NOTICES

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

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accordance with this paragraph of a change of address:

SELLER: El Dorado Hills Community Services District
Attn: Brent Dennis
1021 Harvard Way
El Dorado Hills, CA 95762

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
CDA, Transportation Division
Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667

16. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

17. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

18. HEADINGS

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

19. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not

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be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

20. ATTORNEY'S FEES

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

21. 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.

22. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Seller's remaining property:

1. County or County's contractor or authorized agent will remove existing barbed-wire fence and replace with new fencing of an upgraded material to match the appearance of the "split wooden/rail" fence across the street (Francisco Dr.). Exhibit C depicts the fence replacement area. During construction, where applicable and as necessary, temporary fencing will be provided.

All work 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. All structures, improvements or other facilities, when removed and relocated, or reconstructed by County, shall be left in as good a condition as found. Seller understands and agrees that after completion of the work described, said fencing, will be considered Seller's sole

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property and Seller will be responsible for its maintenance and repair.

23. 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 124-010-12) where necessary, to perform the work as described in Section 22 of this Agreement.

24. 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.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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26. AUTHORIZED SIGNATURES

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

SELLER: El Dorado Hills Community Services District

Date: May 8, 2014

By: 

Brent Dennis, General Manager
El Dorado Hills Community Services District

COUNTY OF EL DORADO:

Date: _____

By: _____

Chair, Board of Supervisors

ATTEST:
James Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 124-010-12
Project #: 71358

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

Above section for Recorder's use

GRANT OF ROAD RIGHT OF WAY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **El Dorado Hills Community Services District**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, the right of way and incidents thereto for a public road over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

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

Said Easement shall include rights of way for the construction of improvements for Francisco Drive Right-Turn Pocket Project # 71358 and activities related to and incidental thereto, and includes the extension of a multi-use path over and across said parcel.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

- (a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

- (b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and
- (c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this 8 day of May, 2014.

GRANTOR:



Brent Dennis, General Manager
El Dorado Hills Community Service District

(A Notary Public Must Acknowledge All Signatures)

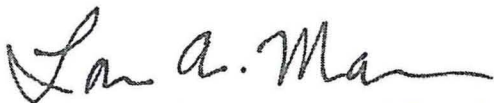
Exhibit 'A'

All that certain real property situate in the Southeast One-Quarter of Section 22, Township 10 North, Range 8 East, M.D.M., El Dorado County, State of California, being a portion of Tract 2 of that certain Record of Survey filed in Book 18 of Surveys at Page 50, official records said county and state, more particularly described as follows:

Beginning on the northerly line of said Tract 2, said beginning being the most northerly point of said Tract; thence from said POINT OF BEGINNING along said northerly line and a non-tangent curve to the left having a radius of 719.15 feet, through a central angle of 17° 08' 31" an arc length of 215.16 feet, said curve being subtended by a chord which bears North 50° 54' 15" West 214.36 feet to the beginning of a reverse curve to the right having a radius of 61.58 feet; thence along said curve through a central angle of 52° 23' 42" an arc length of 56.31 feet, said curve being subtended by a chord which bears South 33° 16' 35" East 54.37 feet; thence leaving said northerly line North 59° 28' 26" West 48.79 feet to the beginning of a curve to the right having a radius of 743.15 feet; thence along said curve through a central angle of 05° 45' 31" an arc length of 74.69 feet, said curve being subtended by a chord which bears North 56° 35' 45" West 74.66 feet; thence North 42° 34' 24" West 146.68 feet to said northerly line of said Tract 2; thence along said line North 47° 40' 01" East 10.00 feet to the POINT OF BEGINNING, containing 4681 square feet or 0.11 acres more or less. See Exhibit 'B', attached hereto and made a part hereof.

End of Description

The basis of bearing for this description is grid north per Record of Survey Book 31 at Page 85. All distances shown are grid distances. Divide distances by 0.999910 to obtain ground distances.



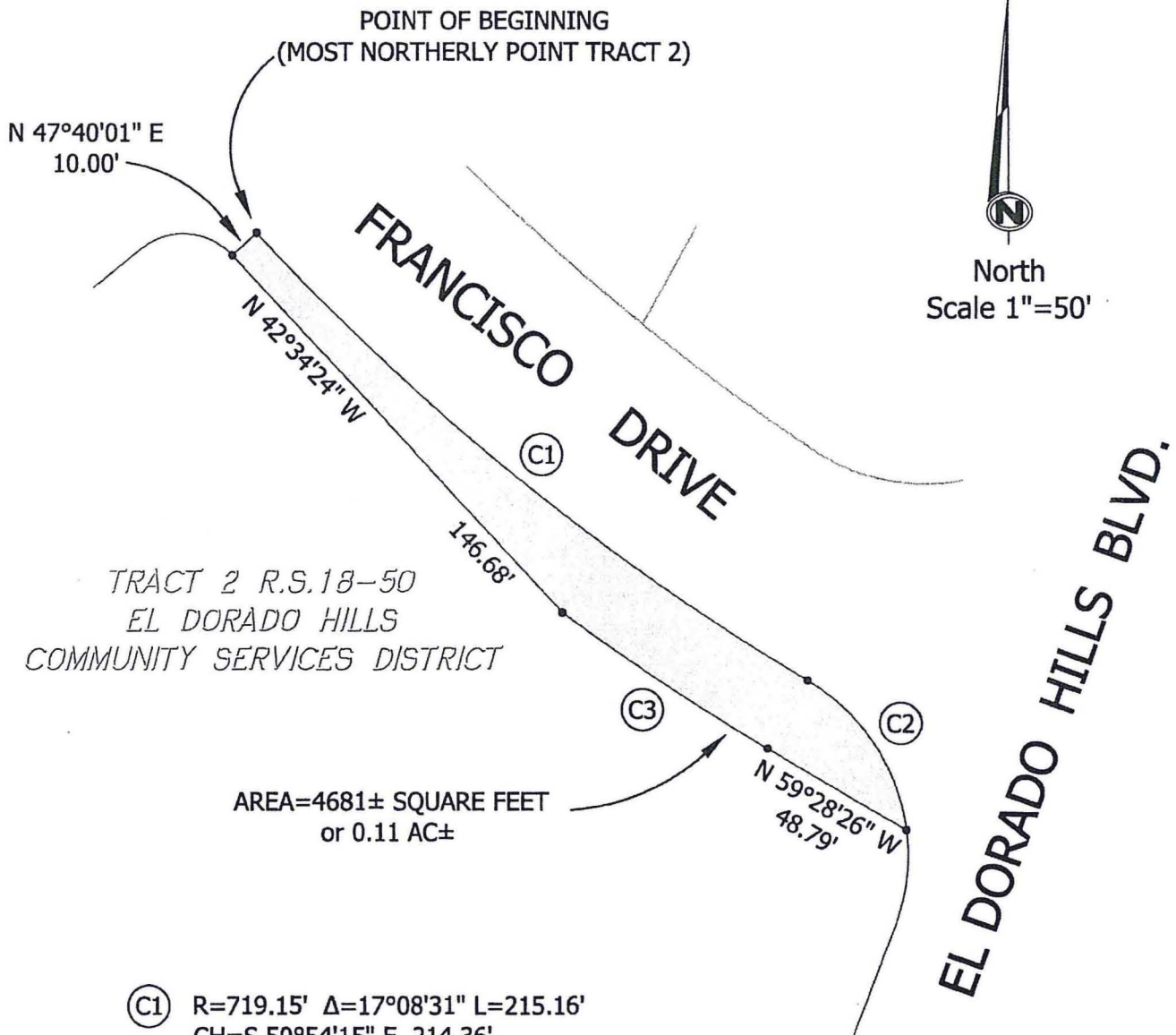
Loren A. Massaro P.L.S. 8117
Associate Land Surveyor
Transportation Division
El Dorado County



Dated: 12.18.2013

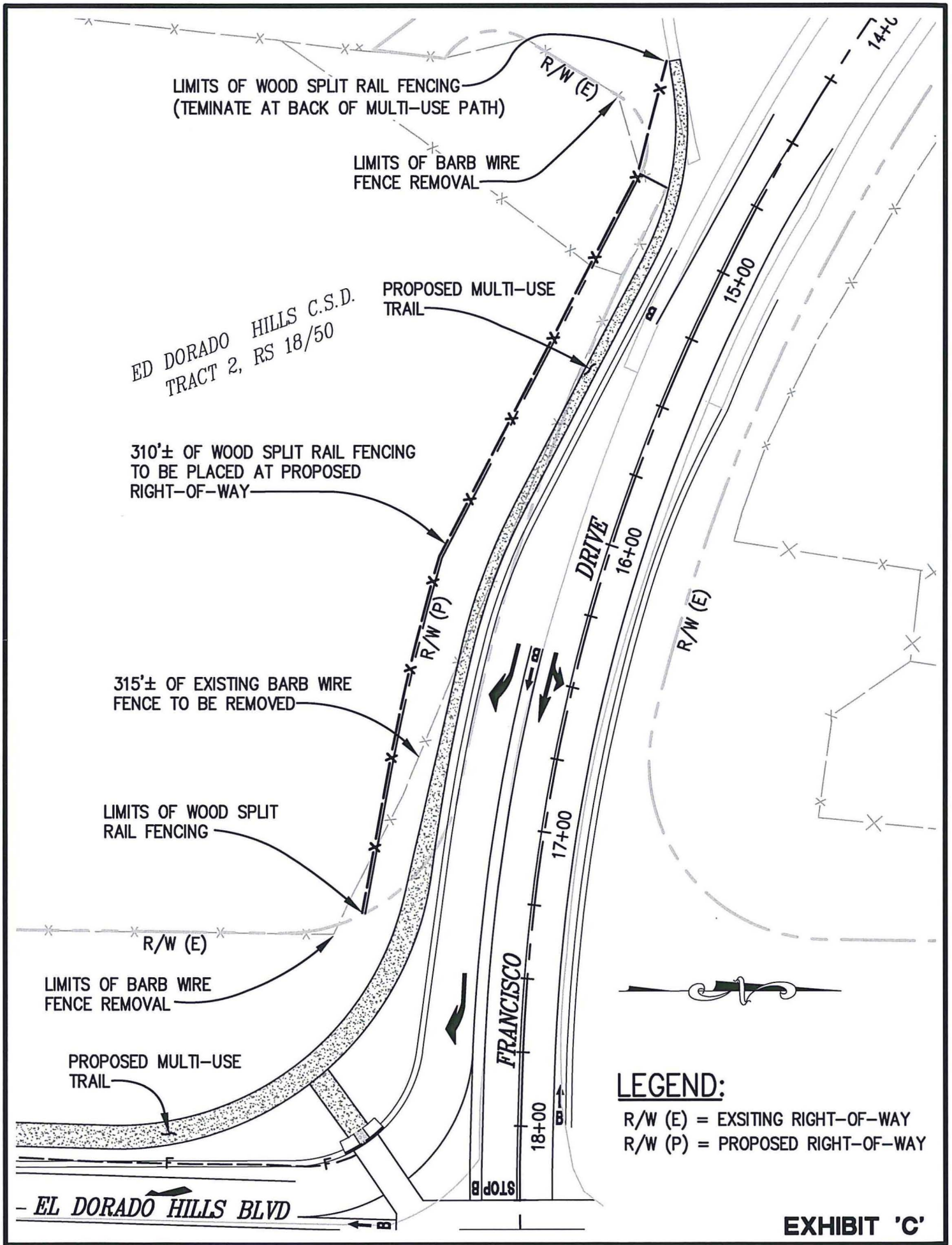
EXHIBIT 'B'

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



- (C1) R=719.15' Δ=17°08'31" L=215.16'
CH=S 50°54'15" E 214.36'
- (C2) R=61.58' Δ=52°23'42" L=56.31'
CH=S 33°16'35" E 54.37'
- (C3) R=743.15' Δ=05°45'31" L=74.69'
CH=N 56°35'45" W 74.66'





LIMITS OF WOOD SPLIT RAIL FENCING
(TERMINATE AT BACK OF MULTI-USE PATH)

LIMITS OF BARB WIRE
FENCE REMOVAL

ED DORADO HILLS C.S.D.
TRACT 2, RS 18/50

PROPOSED MULTI-USE
TRAIL

310'± OF WOOD SPLIT RAIL FENCING
TO BE PLACED AT PROPOSED
RIGHT-OF-WAY

315'± OF EXISTING BARB WIRE
FENCE TO BE REMOVED

LIMITS OF WOOD SPLIT
RAIL FENCING

R/W (E)

LIMITS OF BARB WIRE
FENCE REMOVAL

PROPOSED MULTI-USE
TRAIL

- EL DORADO HILLS BLVD

DRIVE

FRANCISCO

LEGEND:

- R/W (E) = EXSITING RIGHT-OF-WAY
- R/W (P) = PROPOSED RIGHT-OF-WAY

EXHIBIT 'C'

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Road Right of Way Easement dated _____, 201__, from **El Dorado Hills Community Services District**, 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.

APN: 124-010-12

Dated this ____ day of _____, 20__.

COUNTY OF EL DORADO

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

Deputy Clerk

COUNTY OF EL DORADO
**SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY
OR AN INTEREST THEREIN**

The County of El Dorado is proposing to: Acquire the subject property in order to acquire the necessary lands for right of way for the Francisco Dr. Right Turn Pocket Project# 71358

Your property located identified by the County Assessor as APN: 124-010-12 is within the project area.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the County purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The COUNTY will offer to purchase any remnant(s) considered by the COUNTY to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements have been made. The interests acquired are **easement interests**. The property being purchased comprises **4,681 square feet in Road Right of Way Easement** and is described in the deed.

The market value of the property being purchased is based upon a market value valuation which is summarized on the attached Appraisal Summary Statement and such amount:

- a. Represents the full amount of the Waiver Valuation for the property to be purchased;
 - b. Is not less than the approved valuation of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the COUNTY.
4. Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the COUNTY will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:
- a. You, not the COUNTY, must order the appraisal. Should you enter into a contract with the selected appraiser, the COUNTY will not be a party to the contract.
 - b. The selected appraiser must be licensed with the Office of real Estate Appraisers (OREA).
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to: EL DORADO COUNTY; CDA Transportation Division, ATTN: R/W Program Manager, 2850 Fair Lane Court, Placerville, CA 95667; within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the COUNTY concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY
OR AN INTEREST THEREIN
RE: APN# 124-010-12

5. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the OWNER'S ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
6. If you ultimately elect to reject the COUNTY's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
7. You are entitled to receive all benefits that are available through donation of all or part of your interest in real property sought to be acquired by the COUNTY as set for in Streets and Highways Code Sections 104.2.

APPRAISAL SUMMARY STATEMENT**County of El Dorado**

(State of California R/W Manual EXHIBIT 8-EX-15A)

Confidential

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

(Dist.) 3 (Rte.) Francisco Dr.

County: El Dorado	Federal Aid Project Nos.	STPL 5925(114)
Parcel No. (APN) 124-010-12	Project No. EDC Project #71358	Date: April 17, 2014
Owner: El Dorado Hills Community Services District	Date Acquired:	
Property Address: No Address. APN 124-010-12 El Dorado Hills, CA 95762	Property to be acquired: All Part X	
Total Property Area: 8.21 acres (per Assessor's records)	Including Access rights: Yes X No	

STATUTORY BASIS OF VALUATION

The market value for the property to be acquired by the State is based upon a Wavier Valuation prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obligated to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of Valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines Fair Market Value as follows:

A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of Evidence Code.

The market value for the property to be acquired by the County is based upon Code of Civil Procedure Section 1263.320 as defined above.

BASIC PROPERTY DATA

Interest Valued: Land Only For Easement

Date of Valuation: March 5, 2014 Original XX Updated

Applicable zoning: R2

Area to be acquired: 4,681 square feet in Road Right of Way Easement

Highest and best use: Residential

Current use: Open-Space Park

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel 4,681 square feet in Road Right of Way Easement

IMPROVEMENT WITHIN THE RIGHT OF WAY

Value of the property being acquired		
Including the following improvements:	Easement	\$8,426.00
	TOTAL	\$8,426.00

Value of the remainder as part of the

Whole before the County's acquisition:	\$ <u>N/A</u>
Value of the remainder as a separate parcel (cured)	\$ <u>N/A</u>
Severance Damages	
Cost to Cure Damages:	\$ <u>NONE</u>
Incurable Damages:	\$ <u>NONE</u>
Total Damages:	\$ <u>NONE</u>
Benefits:	\$ <u>NONE</u>
Net Damages:	\$ <u>NONE</u>
The amount of any other compensation: 0	\$ <u>0</u>
JUST COMPENSATION FOR ACQUISITION	\$ <u>8,426.00</u>
Rounded To	\$ <u>8,426.00</u>

Construction Contract Work: (1)

To be determined, if necessary and agreed to by all parties.

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item: None

Lump Sum Total \$ NONE

INCURABLE DAMAGES

Item: None

Lump Sum Total \$ NONE

TOTAL DAMAGES \$ NONE

BENEFITS

Item: None

Lump Sum Total \$ NONE

NET DAMAGES (Total Damages less Benefits) \$ NONE

CONSTRUCTION CONTRACT WORK ITEMS

1. Three Hundred Ten (310) Feet of barbed wire fencing will be replaced with new fencing of an upgraded material to match the appearance of the "split/wooden rail" fence across the street.

SUMMARY OF THE BASIS FOR JUST COMPENSATION

MARKET DATA ANALYSIS SUMMARY

<u>Sale #</u> <u>BRI #</u>	<u>Location</u> <u>APN</u>	<u>Grantor</u> <u>Grantee</u>	<u>Sale Date</u> <u>Doc. #</u>	<u>Zoning</u>	<u>Price</u>	<u>Size</u> <u>Acres</u> <u>SF</u>	<u>Price/SF</u>
<u>S-1</u> 3047	2230 Edison Avenue <u>Sacramento, California</u> APN: 266-0090-005	<u>Shahriar Montared</u> Edison Avenue Estate LLC	<u>8/13</u> 130830- 1479	RD-20	\$175,000	<u>0.66</u> 28,750	\$6.09
<u>S-2</u> 2832	7551 Sunset Avenue <u>Fair Oaks, California</u> APN: 242-0390-019	<u>American River Bank</u> Jeremy Jaeger	<u>8/12</u> 20120828- 1917	RD-30	\$165,000	<u>1.33</u> 57,935	\$2.85
<u>S-3</u> 2833	NEC Hillsdale Boulevard & Andrea Boulevard <u>Sacramento, California</u> APN: 220-0420-021	<u>Cornerstone</u> <u>Diversity, LLC</u> Liberty Towers Church of Nazarene, Inc.	<u>7/12</u> 20120712- 0035	RD-20	\$675,000	<u>6.65</u> 289,674	\$2.33
<u>S-4</u> 2616	4950 Hackberry Lane <u>Carmichael, California</u> APNs: 230-0080-001	<u>US Bank NA</u> Oaks at Hackberry LLC	<u>10/11</u> 201111020- 0876	RD-20	\$713,000	<u>3.03</u> 131,987	\$5.40

Subject	SWC of El Dorado Hills Blvd. and Francisco Drive <u>El Dorado Hills, CA 95762</u> APN: 124-010-12-100			R2		<u>8.21</u> 357,628	
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