

1 **RECORDING REQUESTED BY AND**  
2 **WHEN RECORDED RETURN TO:**

3  
4 **SAFEWAY INC.**

5 Real Estate Law Division  
6 5918 Stoneridge Mall Road  
7 Pleasanton, CA 94588  
8 Attention: Steven Gouig, Esq.

9  
10 And

11 County of El Dorado  
12 Board of Supervisors  
13 330 Fair Lane  
14 Placerville, CA 95667

15 Assessor's Parcel Number: 327-130-35, 53 54, 55, 56, 60, 61, 62, 76, 77, & 78

16 \_\_\_\_\_ (Space above for recording only)  
17

18 **ROADWAY CONSTRUCTION EASEMENT AGREEMENT**

19  
20 **THIS ROADWAY CONSTRUCTION EASEMENT AGREEMENT** ("Agreement"),  
21 dated for reference purposes this 19<sup>th</sup> day of January, 2007, is made by and amongst  
22 **SAFEWAY INC.**, a Delaware corporation, ("Safeway"), **DS PLACERVILLE, LLC**, a  
23 California limited liability company and **DONAHUE SCHRIBER ASSET**  
24 **MANAGEMENT CORPORATION**, a Delaware corporation, as tenants-in-common  
25 (collectively "**Donahue**"), and the **COUNTY OF EL DORADO**, a political subdivision  
26 of the State of California ("**County**").

27 **1. RECITALS**

28  
29 1.1. Safeway is the owner of certain real property situated in the County of El  
30 Dorado, State of California, identified as Parcel 1 on Exhibit A attached hereto  
31 and made a part hereof (the "Safeway Parcel"), and more particularly described in  
32 Exhibit B attached hereto and made a part hereof, which Safeway Parcel is part of  
33 the shopping center commonly referred to as the "Safeway Shopping Center"  
34 shown on Exhibit A hereof (the "Shopping Center"). Safeway is the operator of  
35 the grocery supermarket business (the "Safeway Store") in the portion of the  
36 Safeway Parcel identified as "Major A" on Exhibit A hereof.

37 1.2. Donahue is the owner of certain real property situated in the County of El  
38 Dorado, State of California, identified as Parcels 2, 4, 5, 6, 7, 8, 9, & 10 on  
39 Exhibit A hereof (collectively the "Donahue Parcel"), and more particularly  
40 described in Exhibit C attached hereto and made a part hereof, which Donahue  
41 Parcel is part of the Shopping Center.

1 1.3. Real Estate Holdings II, LLC, a Delaware Limited Liability Company (“JIB  
2 Owner”) is the owner of certain real property situated in the County of El  
3 Dorado, State of California, identified as JIB Parcel on Exhibit A hereof (the  
4 “JIB Parcel”), and more particularly described in Exhibit D attached hereto and  
5 made a part hereof, which JIB Parcel is adjacent to the Shopping Center. JIB  
6 Owner has a leasehold agreement with Jack in the Box, Inc., a Delaware  
7 Corporation (“JIB Tenant”) for the use and occupancy of the premises as a Jack  
8 in the Box restaurant (JIB Owner and JIB Tenant hereinafter referred to  
9 collectively as “JIB Interests”).

10 1.4. On December 7, 2005, County purchased fee title of Parcel A on Exhibit A  
11 hereof (“Parcel A”), and more particularly described in Exhibit E attached hereto  
12 and made a part hereof and subsequent thereto granted an encroachment permit  
13 for vehicular and pedestrian access to Missouri Flat Road from a main driveway  
14 identified with hatched marks on Exhibit A hereof (“Main Entrance”). A  
15 secondary access into and out of the Shopping Center is via the second entrance  
16 identified with bold dash lines and marked “Secondary Entrance” on Exhibit A  
17 hereof (the “Secondary Access”).

18 1.5. The County is planning to commence the Missouri Flat Interchange Project on  
19 U.S. Highway 50 (hereinafter the “Interchange Project”) and will be temporarily  
20 closing the Main Entrance to the Shopping Center.

21 1.6. In connection with the Interchange Project, the County desires: (a) a temporary  
22 construction easement from Safeway over that portion of the Safeway Parcel  
23 described in Exhibit F attached hereto and made a part hereof; (b) a temporary  
24 construction easement from Donahue over that portion of the Donahue Parcel  
25 described in Exhibit G attached hereto and made a part hereof; and (c) a  
26 temporary easement for vehicular and pedestrian access over the parking lot of  
27 the Shopping Center as it may from time to time exist and over the Secondary  
28 Access, each for temporary ingress and egress between the JIB Parcel and  
29 Headington Road.

30 1.7. Safeway and Donahue have requested that during construction of the Interchange  
31 Project that the County reasonably limit the period of time that the Main  
32 Entrance to the Shopping Center will be closed as much as is reasonably  
33 possible, and to avoid, as much as reasonably possible, closure of that Main  
34 Entrance during the period of November 1<sup>st</sup> to January 15<sup>th</sup> (the “Holiday  
35 Period”) of each calendar year. County acknowledges these concerns and has  
36 agreed to reasonably minimize the effects of the closures by incorporating  
37 limitations for the work within the construction documents as hereinafter  
38 described.

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## 2. AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained the parties hereto do hereby covenant and agree as follows:

2.1. Donahue hereby grants County a temporary construction easement over that portion of the Donahue Parcel for the purposes of and as described in Exhibit G hereof (the "Donahue Easement Area") for the purpose of constructing the Interchange Project. Safeway hereby grants County a temporary construction easement over that portion of the Safeway Parcel for the purposes of and as described in Exhibit F hereof (the "Safeway Easement Area") for the purpose of constructing the Interchange Project. Donahue and Safeway hereby grant to the County a temporary access easement in favor of and to the benefit of the JIB Interests over that portion of the Shopping Center for ingress and egress from the JIB property to the Secondary Access off of Headington Road as set forth in, and as more particularly described in, Exhibit "H" (the "JIB Access Easement").

2.2. During construction periods when Main Entrance is closed, the Secondary Access will always remain open.

2.3. In consideration for the temporary construction easements in Exhibits F and G, and the JIB Access Easement in Exhibit "H", the County agrees to pay to the applicable grantee the amount of the compensation listed in the respective Exhibit within 45 days after the Effective Date of this Agreement.

2.4. County has used its best efforts to design the Interchange Project to reasonably minimize the period of time that the Main Entrance to the Shopping Center shall be closed during construction. County currently projects that such Main Entrance will be closed for a construction period of six consecutive weeks. Further, County hereby agrees to insert into its bid documents for the Interchange Project the provision for the beginning of work, order of work, and time of completion and liquidated damage provision as set forth in Exhibit "I" herein.

2.5. County agrees to provide Safeway and Donahue each with a copy of the Project Schedule (Critical Path Method) provided to the County from its contractor (the "Construction Schedule") for the Interchange Project, and in particular for the construction of the portions of such project which involve Parcel A, the easement areas of the temporary construction easements, the Main Entrance, and/or any access between the Shopping Center via such Main Entrance, and County further agrees to periodically provide Safeway and Donahue each with an update of such Construction Schedule. Such Construction Schedule will reflect the following information: (a) when the Main Entrance shall be closed; (b) the construction period for completion of the work whereby the Main Entrance shall be reopened and access via the Main

1 Entrance shall be reestablished; and (c) when the County, or its agents, employees,  
2 and contractors, intend to first enter the temporary construction easement areas  
3 referred to herein. County shall submit the initial Construction Schedule to Safeway  
4 and Donahue within 10 days after receipt from the County's contractor. Periodic  
5 updates of such Construction Schedule shall be given to Safeway and Donahue at a  
6 minimum each time that the Main Entrance closing date, the period of closing, or the  
7 date to commence construction under the temporary construction easements is/are  
8 known to be later or longer than the date(s) or time period(s) shown in the last  
9 Construction Schedule given to Safeway and Donahue.

10 2.6. County agrees to indemnify and hold harmless Safeway and Donahue,  
11 respectively, from and against all demands, claims, causes of action or judgments, and  
12 all reasonable expenses incurred in investigating the same, for injury to person, loss of  
13 life or damage to property occurring on the easement area, or the Main Entrance and  
14 property adjacent thereto arising out of the use and/or occupancy of such party's  
15 property by County, or its agents, employees, and contractors during the term of the  
16 above referenced applicable temporary construction easement. In the event of  
17 property damage, County, at its sole option, may either repair the damage or pay the  
18 estimated costs for the repair. County is partially self-insured and has additional  
19 excess coverage, and will furnish Safeway and Donahue with evidence of such  
20 coverage from its Risk Manager before commencing any use or occupancy in  
21 accordance with the easements described herein.

22 2.7. County further agrees that it will permit no mechanics', materialmen's or other  
23 liens to stand against the easement area, nor any portion of the Shopping Center, for  
24 work or materials furnished County, or on behalf of County, or its agents, employees,  
25 and contractors, in connection with the easements granted herein, and County agrees  
26 to indemnify and hold Safeway and Donahue harmless from the same.

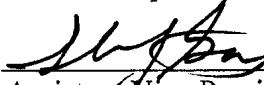
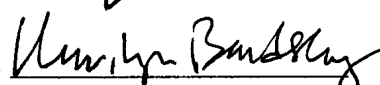

27 2.8. If the surface of the easement area and/or surface of Safeway's or Donahue's, as  
28 applicable, adjacent real property and/or any improvements thereon, shall be  
29 disturbed by activities of County, or its agents, employees, and contractors, pursuant  
30 to the temporary construction easements granted above, then upon termination of such  
31 temporary construction easement, County shall restore the easement area and/or  
32 adjacent property and/or improvements, to a smooth and graded contour consistent  
33 with the County's Project and to the extent possible with their prior condition.

34 2.9. Each and all of the covenants, terms, agreements, and obligations of this  
35 Agreement shall extend to and bind and inure to the benefit of the successors and/or  
36 assigns of the parties hereto; herein the singular number includes the plural and one  
37 gender includes the other gender.

38 2.10 This Agreement may be executed in two or more counterparts, each of which  
39 shall constitute an original and all of which together shall constitute one and the same  
40 instrument. This Agreement may be executed by a party's signature transmitted by  
41 facsimile ("fax"), and copies of this Agreement executed and delivered by means of

1 faxed signatures shall have the same force and effect as copies hereof executed and  
 2 delivered with original signatures. All parties hereto may rely upon faxed signatures  
 3 as if such signatures were originals. Any party executing and delivering this  
 4 Agreement by fax shall promptly thereafter deliver a counterpart of this Agreement  
 5 containing said party's original signature. All parties hereto agree that a faxed  
 6 signature page may be introduced into evidence in any proceeding arising out of or  
 7 related to this Agreement as if it were an original signature page.

8  
 9 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates  
 10 indicated below, the latest of which shall be deemed to the Effective Date of this  
 11 Agreement.

|   |   |
|---|---|
| <p style="text-align: center;"><b>DONAHUE</b></p> <p><b>DS PLACERVILLE, LLC</b><br/> a California limited liability company</p> <p>By Donahue Schriber Realty Group, LP<br/> a Delaware limited partnership, Manager</p> <p>By: Donahue Schriber Realty Group, Inc.<br/> a Maryland corporation</p> <p>By: _____<br/> Its: _____</p> <p>By: _____<br/> Its: _____</p> | <p style="text-align: center;"><b>SAFEWAY</b></p> <p><b>SAFEWAY INC.</b><br/> a Delaware corporation</p> <p>By: <br/> Its Assistant Vice President</p> <p>By: <br/> Its Assistant Secretary</p> <p style="text-align: right;">Form Approved </p> |
| <p><b>DONAHUE SCHRIBER ASSET<br/> MANAGEMENT CORPORATION</b><br/> a Delaware corporation</p> <p>By: _____<br/> Its: _____</p> <p>By: _____<br/> Its: _____</p>  | <p><b>COUNTY:</b></p> <p><b>COUNTY OF EL DORADO</b><br/> a political subdivision of the<br/> State of California</p> <p>By: _____</p> <p><b>ATTEST: CINDY KECK</b><br/> Clerk of the Board of Supervisors<br/> By: _____</p>  |

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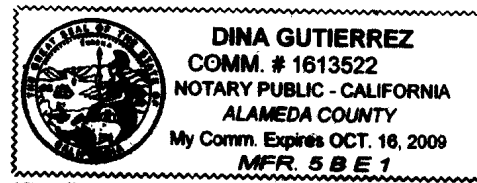
ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
County of Alameda ) ss.

On January 25, 2007 before me, Dina Gutierrez, Notary Public, personally appeared Steven J. Gouig and Marilyn K. Beardsley personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Dina Gutierrez*



(Seal)

# EXHIBIT A

SAFeway SHOPPING CENTER

JIB ACCESS EASEMENT AREA &  
SHOPPING CENTER RECIPROCAL PARKING EASEMENT AREAS

HEADINGTON ROAD  
"SECONDARY ENTRANCE"

MISSOURI FLAT ROAD

"ENGROACHMENT AREA"

JACK IN THE BOX  
APN 327:130:55  
"PARCEL 5"  
"PARCEL A, 30-PM-76"  
"JB PARCEL"

"PARCEL 5"  
APN 327:130:55  
"PARCEL 5"  
48-PM-75  
DS PLACERVILLE LLC

"ICE"  
"MAIN ENTRANCE"

"PARCEL 10"  
APN 327:130:60  
"PARCEL 10"  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL 6"  
APN 327:130:58  
"PARCEL 6"  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL 9"  
APN 327:130:78  
"PARCEL 9"  
48-PM-75  
DS PLACERVILLE LLC

"PARCELS 7&8"  
APN 327:130:62  
"PARCELS 7 & 8"  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL A"  
APN 327:130:61

"PARCEL 4"  
APN 327:130:54  
"PARCEL 4"  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL 1"  
"MAJOR A"  
APN 327:130:76  
TRACT A  
48-PM-75  
SAFEWAY, INC.

"PARCEL 2"  
APN 327:130:77  
TRACT B  
28-RS-65  
DS PLACERVILLE LLC

APN 327:130:53  
PARCEL 3  
48-PM-75  
REAL ESTATE ASSOC. LLC

U.S. HIGHWAY 50



EXHIBIT "B"

ASSESSOR'S PARCEL NUMBER  
327-130-76



EXHIBIT "B"  
LEGAL DESCRIPTION

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

TRACT A, AS SHOWN ON THE RECORD OF SURVEY MAP FILED JUNE 21, 2005, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 65, EL DORADO COUNTY RECORDS.

A.P.N. 327-130-76-100

EXHIBIT "C"

DONAHUE SCHRIBER PARCELS  
APN 327-130-55 & 327-130-60

EXHIBIT "C-1"  
LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 5, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JULY 30, 2003 IN BOOK 48 OF PARCEL MAPS, AT PAGE 75. SAID MAP HAS BEEN AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED ON AUGUST 8, 2003, AS INSTRUMENT NO. 2003-0081508-00

A.P.N. 327-130-55-100

EXHIBIT "C-2"  
LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL 10 AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JULY 30, 2003 IN BOOK 48 OF PARCOL MAPS, AT PAGE 75. SAID MAP HAS BEEN AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED ON AUGUST 8, 2003, AS INSTRUMENT NO. 2003-0081508-00

ASSESSOR PARCEL NO.: 327-130-60-100

EXHIBIT "D"

ASSESSOR'S PARCEL NUMBER  
327-130-35

**EXHIBIT "D"**  
**LEGAL DESCRIPTION**

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

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

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

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

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

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

EXHIBIT "E"

ASSESSOR'S PARCEL NUMBER  
327-130-61

EXHIBIT "E"  
LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M. DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF EL DORADO, STATE OF CALIFORNIA ON JULY 30, 2003, IN BOOK 48 OF PARCEL MAPS AT PAGE 75, AS AS AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED ON AUGUST 8, 2003 IN SERIES NO. 2003-81508 OFFICIAL RECORDS.



EXHIBIT "F"

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR  
ASSESSOR'S PARCEL NUMBER  
327-130-76

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 327-130-76

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange  
Project #71317  
APN: 327-130-76

### TEMPORARY CONSTRUCTION EASEMENT

Safeway Inc., A Delaware Corporation, hereinafter referred to as "Grantor," grants to the County of El Dorado, hereinafter referred to as "Grantee," a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits F-1 and F-2 attached hereto and made a part hereof.

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

1. In consideration of \$13,500.00 (Thirteen-Thousand Five-Hundred 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 she/he is the owner of the property described in Exhibit F-1 and depicted on the map in Exhibit F-2 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 U.S. Highway 50/Missouri Flat Road Interchange Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles or equipment. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the U.S. Highway 50/Missouri Flat Road Interchange Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. During construction periods when main access is closed, temporary access will always be provided to Grantor. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction, together with the one-year warranty period. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project is not completed within 24 (Twenty-Four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of **\$562.50 (Five-Hundred Sixty-Two Dollars, 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:

SAFEWAY, INC., A DELAWARE CORPORATION

Executed on this date: \_\_\_\_\_, 2007

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

#### NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 : SS

COUNTY OF \_\_\_\_\_ )

Capacity claimed by signer:

- Individual;  Trustee(s);  Attorney-in-Fact;  Guardian/Conservator;
- Corporate Officer(s) \_\_\_\_\_ Title(s);
- Partner(s) --  Limited,  General
- Other \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_  personally known to me --or--

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

WITNESS my hand and official seal.

\_\_\_\_\_  
 (Signature of Notary)  
 County of \_\_\_\_\_  
 My commission expires \_\_\_\_\_

EXHIBIT "F-1"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 1, as said parcel is shown on the map recorded in Book 48 of Parcel Maps, at Page 75, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most westerly corner of said parcel; thence along the northwesterly boundary North 55°48'31" East (cite North 55°47'09" East) 28.925 meters (94.90 feet); thence leaving said boundary South 34°20'47" East 13.275 meters (43.55 feet) to the southeasterly boundary; thence along said boundary South 54°26'27" West (cite South 54°25'05" West) 22.281 meters (73.10 feet) to the southwesterly boundary; thence along said boundary North 60°01'55" West (cite North 60°03'17" West) 15.340 meters (50.33 feet) to the point of beginning, containing 0.0348 hectares (0.086 acres), more or less.

See attached Exhibit "F-2"

END OF DESCRIPTION.

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



7-13-06

EXHIBIT "F-2"

SAFEWAY, INC.  
PARCEL 1  
48-PM-75  
APN 327:130:76

POINT OF BEGINNING

N55°48'31"E 28.925m

S34°20'47"E 13.275m

N60°01'55"W 15.340m

S54°26'27"W 22.281m

NEW R/W LINE



SCALE = 1:500  
METRIC

MISSOURI  
FLAT RD

EXISTING R/W LINE

Drawing Name: J:\DCA\p\71317\RV\A\Exhibit Maps\327-130-76\TCE.dwg, Layout Tab: Model, Last Saved: Thu, 13 Jul 2006 - 4:15pm, D:\hoyne

EXHIBIT "G"

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR  
ASSESSOR'S PARCEL NUMBERS  
327-130-55 and 327-130-60

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667  
Assessor's Parcel Number: 327-130-55 & 60

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY  
Project: U.S. Hwy. 50/Missouri Flat Road Interchange  
Project #71317 Phase 1A;  
APN: 327-130-55 and 60

### TEMPORARY CONSTRUCTION EASEMENT

DS Placerville, LLC, A California Limited Liability Company, and Donahue Schriber Asset Management Corporation, A Delaware Corporation, as Tenants in Common, hereinafter collectively referred to as "Grantor", grants to the County of El Dorado, hereinafter referred to as "Grantee", a temporary construction easement over, upon, and across a portion of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits G-1, G-2, G-3 and G-4, attached hereto and made a part hereof.

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

1. In consideration of \$13,500.00 (Thirteen-Thousand Five-Hundred 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 she/he is the owner of the property described in Exhibits G-1 and G-3 and depicted on the map in Exhibits G-2 and G-4, 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 U.S. Highway 50/Missouri Flat Road Interchange Project. Specifically, this temporary construction easement shall allow Grantee or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project, including any staging or 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, as referenced herein, of the U.S. Highway 50/Missouri Flat Road Interchange Project. Included within this temporary construction easement is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of this easement.

4. Compensation under this temporary construction easement covers the construction period estimated to be 24 (Twenty-Four) months of construction for this phase, together with the one-year warranty period for Phase 1A. In the event that construction of the U.S. Highway 50/Missouri Flat Road Interchange Project Phase 1A is not completed within 24 (Twenty-Four) months of commencement of construction of this Phase, Grantor shall be entitled to additional compensation as follows: for each month thereafter, the sum of \$563.00 (Five-hundred Sixty-Three Dollars, 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:

DS Placerville, LLC, A California Limited Liability Company

Executed on this date: \_\_\_\_\_, 2007

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

Donahue Schriber Asset Management Corporation, A Delaware Corporation

Executed on this date: \_\_\_\_\_, 2007

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

**NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
: SS

COUNTY OF \_\_\_\_\_ )

Capacity claimed by signer:

- Individual;  Trustee(s);  Attorney-in-Fact;  Guardian/Conservator;
- Corporate Officer(s) \_\_\_\_\_ Title(s);
- Partner(s) --  Limited,  General
- Other \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary  
Public in and for said State, personally appeared  
 personally known to me --or--

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary)  
County of \_\_\_\_\_  
My commission expires \_\_\_\_\_



EXHIBIT "G-1"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 5, as said parcel is shown on the map recorded in Book 48 of Parcel Maps, at Page 75, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most westerly corner of said parcel; thence along the northwesterly boundary North 55°49'35" East (cite North 55°48'14" East) 32.337 meters (106.09 feet); thence leaving said boundary South 34°20'47" East 7.075 meters (23.21 feet) to the southeasterly boundary; thence along said boundary South 55°48'31" West (cite South 55°47'09" West) 28.925 meters (94.90 feet) to the southwesterly boundary; thence along said boundary North 60°01'55" West (cite North 60°03'17" West) 7.872 meters (25.83 feet) to the point of beginning, containing 216.9 sq. meters (2,335 sq. ft.), more or less.

See attached Exhibit "G-2"

END OF DESCRIPTION.

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



12-28-05

EXHIBIT "G-2"

DS PLACERVILLE LLC  
PARCEL 5  
48-PM-75  
APN 327:130:55

POINT OF BEGINNING

N60°01'55"W  
7.872m

N55°49'35"E  
32.337m

S55°48'31"W  
28.925m

S34°20'47"E  
7.075m

NEW R/W LINE

EXISTING R/W LINE

MISSOURI FLAT RD



SCALE = 1:500  
METRIC

Drawing Name: J:\DCA\p\71317\RV\Exhibit Maps\327-130-55TCE.dwg, Layout Tab: Hodler, Last Saved: Wrd, 28 Dec 2005 - 2:00pm, D:\kynes

EXHIBIT "G-3"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

All that portion of Parcel 10, as said parcel is shown on the map recorded in Book 48 of Parcel Maps, at Page 75, in the office of the El Dorado County Recorder, being a portion of the northeast quarter of Section 23, Township 10 North, Range 10 East, M.D.M., unincorporated area of the County of El Dorado, State of California, and more particularly described as follows:

Beginning at the most westerly corner of said parcel; thence along the northwesterly boundary North 54°26'27" East (cite North 54°25'05" East) 22.281 meters (73.10 feet); thence leaving said boundary South 34°20'47" East 3.342 meters (10.96 feet); thence South 55°26'01" West 20.857 meters (68.43 feet) to the southwesterly boundary; thence along said boundary North 60°01'55" West (cite North 60°03'17" West) 3.274 meters (10.74 feet) to the point of beginning, containing 68 sq. meters (732 sq. ft.), more or less.

See attached Exhibit "G-4"

END OF DESCRIPTION.

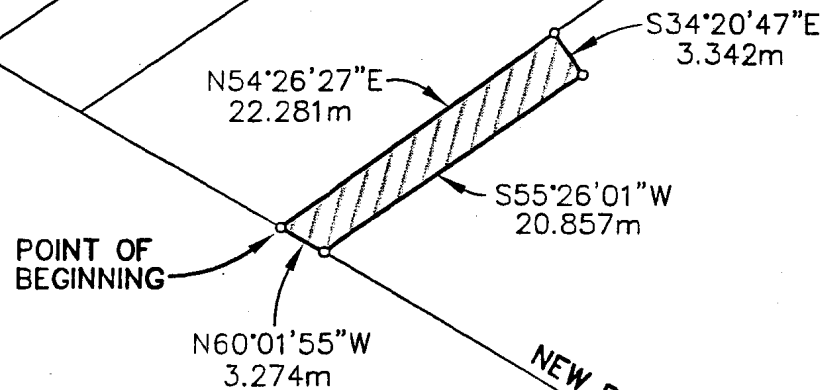
Note: The basis of bearings for this description is Grid North, California Coordinate System of 1983, Zone II, as defined in Chapter 611, Sections 8801-8819 of the State Resources Code. All distances are grid distances. To convert to ground distances, divide all distances by 0.999855.



1-04-06

EXHIBIT "G-4"

Drawing Name: J:\DCA\p\71317\RW\Exhibit Maps\327-130-60TCE.dwg, Layout: Tabi Model, Last Saved: Fri, 30 Dec 2005 - 3:25pm, DHaynes



NEW R/W LINE

MISSOURI  
FLAT RD

EXISTING R/W LINE

DS PLACERVILLE LLC  
PARCEL 10  
48-PM-75  
APN 327:130:60



SCALE = 1:500  
METRIC

EXHIBIT "H"

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
FOR BENEFIT OF JACK IN THE BOX

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of El Dorado  
Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

Project: U.S. Highway 50/Missouri Flat Road Interchange  
Project #71317

### TEMPORARY CONSTRUCTION EASEMENT

Safeway Inc., A Delaware Corporation, together with DS Placerville LLC, A California Limited Liability Company and Donahue Schriber Asset Management Corporation, a Delaware corporation, hereinafter referred to collectively as "Grantors," grants to the County of El Dorado for the benefit of and on behalf of Real Estate Holdings II, LLC., a Delaware Corporation and Jack in the Box Inc., a Delaware Corporation, hereinafter referred to as "Grantees," 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:

The area depicted in Exhibit "H-1" attached hereto and made a part hereof.

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

1. In consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby grant to Grantees an easement for temporary construction over and across those identified portions of the Grantors parcel.
2. Grantors represents and warrant that they are the owner of the properties depicted in Exhibit "H-1", attached hereto and made a part hereof, and that Grantors have the exclusive right to grant the temporary construction easement.
3. This temporary construction easement is necessary for the purpose of constructing the U.S. Highway 50/Missouri Flat Road Interchange Project. Specifically, this temporary construction easement shall allow for vehicular and pedestrian access over the parking lot of the Shopping Center as it may from time to time exist and over the Secondary Access, each for temporary ingress and egress between the Jack in the Box parcel depicted on Exhibit H-1 herein and Headington Road. This temporary construction easement shall not be revoked and shall not expire until the recordation of the Notice of Completion of the U.S. Highway 50/Missouri Flat Road Interchange Project

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GRANTORS:

SAFEWAY, INC., A DELAWARE CORPORATION

Executed on this date: \_\_\_\_\_, 2007

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

DS PLACERVILLE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Executed on this date: \_\_\_\_\_, 2007

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

DONAHUE SCHRIER ASSET MANAGEMENT CORPORATION, A DELAWARE LIMITED LIABILITY CORPORATION

Executed on this date: \_\_\_\_\_, 2007

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

NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
: SS

COUNTY OF \_\_\_\_\_ )

Capacity claimed by signer:

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

Corporate Officer(s) \_\_\_\_\_ Title(s);

Partner(s) --  Limited,  General

Other \_\_\_\_\_

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

\_\_\_\_\_  personally known to me --or--

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary)

County of \_\_\_\_\_

My commission expires \_\_\_\_\_

# EXHIBIT H-1

SAFeway SHOPPING CENTER

HEADINGTON ROAD

MISSOURI FLAT ROAD

U.S. HIGHWAY 50

JOB ACCESS EASEMENT AREA &  
SHOPPING CENTER RECIPROCAL PARKING EASEMENT AREAS

"SECONDARY ENTRANCE"

JACK IN THE BOX  
APN 327:130:55  
PARCEL A, 50-PM-76  
"JOB PARCEL"

"PARCEL 5"  
APN 327:130:55  
PARCEL 5  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL 10"  
APN 327:130:60  
PARCEL 10  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL 6"  
APN 327:130:56  
PARCEL 6  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL 9"  
APN 327:130:78  
PARCEL 9  
48-PM-75  
DS PLACERVILLE LLC

"PARCELS 7 & 8"  
APN 327:130:64  
PARCELS 7 & 8  
48-PM-75  
DS PLACERVILLE LLC

"PARCEL A"  
APN 327:130:61

"PARCEL 1"  
"MAJOR A"  
APN 327:130:76  
TRACT A  
48-PM-75  
SAFEWAY, INC.

"PARCEL 2"  
APN 327:130:77  
TRACT B  
28-RS-65  
DS PLACERVILLE LLC

APN 327:130:53  
PARCEL 3  
48-PM-75  
REAL ESTATE ASSOC. LLC





## EXHIBIT "I"

### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

#### **4-1.01 General**

The work shall be diligently prosecuted to completion before the expiration of **335 WORKING DAYS** beginning on the date specified in the Notice to Proceed.

Time is of the essence on this project. The Contractor shall pay to the County of El Dorado the sum of \$ 10,100 per day, as liquidated damages and not as penalty, for each and every calendar day's delay in finishing the work in excess of **335 WORKING DAYS**.

#### **INTERNAL TIME OF COMPLETION**

Location 1 – the Contractor shall diligently prosecute his work in an effort to limit the closure of Plaza Drive East, as shown in Stage 3 Phase 5, to 15 calendar days. Opening of Plaza Drive East, as defined by the Stage 3 Phase 5, shall occur after drainage, waterline, curb, gutter and sidewalk, and finished paving (less the final lift) is complete. This work shall be scheduled such that the opening of Plaza Drive East is immediately followed by the shifting of the traffic to the East side of Missouri Flat Road. In the event the Contractor fails to open Plaza Drive East within 15 calendar days of start of closure, the Contractor shall pay to the County of El Dorado \$5,000 per day, for each and every calendar day's delay. The County of El Dorado will pay the Contractor \$5000 per day, for each and every calendar day the Contractor opens Plaza Drive East earlier than the time prescribe herein. The maximum incentive to be paid by the County for this location is \$25,000.

#### **10-1.01 ORDER OF WORK**

East and West Plaza Drives shall remain open from the Friday proceeding Thanksgiving to the day after the New Year's Day.