

ATTACHMENT D

Seller: WRI Golden State
APN: 327-290-58
Project#: 71317
Escrow#: 205-9788

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. CONSTRUCTION CONTRACT WORK

A. 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:

- (i) County or county contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed. The existing sign in the main entrance median is in conflict with the proposed road improvements and will be removed. Replacement of said sign, landscape and irrigation is Seller's responsibility.
- (ii) County or county contractor or authorized agent will erect temporary construction fencing and/or barriers in place of existing landscape improvements along Right of Way areas, where appropriate, for public safety during the term of the construction. Said temporary construction fencing and/or barriers will be removed at the end of the construction. Replacement of landscape improvements is Seller's responsibility.
- (iii) During Phase 1A of the construction of said project, the main entrance will be closed only as needed for construction purposes during the course of the construction. During that time, County or county contractor or authorized agent will provide a temporary signalized driveway at the north end of the WRI Golden State LLC

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Property, (north of the current existing northerly entrance, located just north of the Bank of America). Upon completion of the construction of the new northerly entrance and temporary signalization, with said construction improvements paid for by County, the current existing northerly entrance will be closed permanently. While the main entrance is closed, a temporary parking area, located in the current vacant pad area north of the main and current existing northerly entrances described above, will be provided and stripped appropriately to accommodate the temporary closure of portions of the current parking area as described in the Construction Plans and Specifications for said Project #71317. Access to the Property will remain open during construction via one or more of the access points described herein. Upon completion of the project, or sooner, the main entrance will be reopened, which will include the permanent signalization installed in accordance with the Traffic Signal Appurtenance Easement. The entrance constructed at the northerly end of the Property shall remain permanent and open, minus the temporary signalization that was provided during the term of construction.

- (iv) At the culmination of the Phase 1A construction project, the current exit at the south end of the Property, (located between the Umpqua and Washington Mutual Banks) will be closed permanently.
- (v) During Phase 1B of the construction, the recycling center will be relocated within the Property, with the cost borne by the County for said relocation, and the pavement repaired, if necessary, and re-striped to accommodate the Recycling Centers' new

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location. County shall coordinate to obtain Property Management and Recycling Center Owners' concurrence with the new placement.

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. The just compensation provided in Section 2 herein, and referenced in the Exhibits hereto, includes compensation for the removal of any improvements, including those noted in this Section.

24. 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: 327-290-58) where necessary to perform the replacement and/or reconstruction as described in Section 23 of this Agreement. Seller understands and agrees that after completion of the work described in Section 23, said facilities, except utility facilities, will be considered Seller's sole property and Seller will be responsible for their maintenance

25. 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 and shall become effective immediately upon the County's approval and acceptance of this Agreement.

26. 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